<u>*ANNEXURE "H"*</u>

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 09/2021/2022

DESCRIPTION: APPOINTMENT OF AN ICT SERVICES PROVIDER TO PROVIDE INSTALLATION, CONFIGURATION, SUPPORT AND MAINTENANCE OF NEXT GENERATION FIREWALL SOLUTION

CONTRACT PERIOD: FIVE (5) YEARS.

BID CLOSING DATE: 03 SEPTEMBER 2021

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1. **TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)**

   1. CIPC's standard conditions of purchase shall apply.

   2. Late and incomplete submissions will not be accepted.

   3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.

   4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.

   5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.

   6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.

   7. The bidder must provide assurance/guarantee to the integrity and save keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.

   8. CIPC reserves the right to negotiate with the successful bidder on price.

   9. The service provider must ensure that their work is confined to the scope as defined.

   10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.

   11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.

   12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.

   13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.

   14. **All prices quoted must be inclusive of Value Added Tax (VAT)**

   15. **All prices must be quoted in South African Rand**

   16. **All prices must be valid for 120 days**

   17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.

   18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.

   19. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.

   20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

21. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.

22. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.

23. CIPC will enter into Service Level Agreement with the successful Service Provider.

24. **CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**

25. **Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.

ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;

iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;

iv. " Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;

v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;

vi. **CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**
Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry

vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.

viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

2. *COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL*

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

2.1.   *SUBMISSION OF ORIGINAL HARD COPY*

a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**

b) The Bid Document must be marked with the Bidder's Name

c) The Bid documents *must be signed in ink* by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories

d) All pages of the submitted proposal must be numbered.

2.2.   *SUBMISSION OF USB*

a) *NO DISC WILL BE ALLOWED*

b) **ONE (1) USB** *must be submitted, including technical proposal as well as price proposal saved in separate folders;*

c) The USB must be marked with the bidder's name.

d) The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)

e) The **USB** must contain the *exact* documents/ information submitted in the original copy

f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.

g) THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.

h) CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S

i) All pages must be signed; numbered and initial as per the Original copy

j) The USB must be submitted in **PDF format ONLY and must be *read ONLY***

2.3. SUBMISSION OF PRICE PROPOSAL

a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate *SEALED* envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.

b) The price envelop must be marked with the bidder's name

c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")**

d) **The total Price** (*Ceiling price)* must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1**: (Invitation for Bids).

e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.

f) All prices must be VAT inclusive and quoted in South African Rand (ZAR).

g) All prices must be valid for 120 days

2.4. PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING

1. **1 (ONE) ORIGINAL HARD OR PRINTED COPY**

2. **1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL")**

3. **ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)**

   ❖ PRICE SCHEDULE – SBD.33

   ❖ SBD1 - INVITATION TO BIDS

   ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

   ❖ BIDDERS TO REFER TO ANNEXURE A PAGE 17 REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 11 of 18 of the Terms of reference under Mandatory Requirements

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

I, the undersigned (NAME)……………………………………….…………………………………….certify that:

I have read and understood the conditions of this tender.

I have supplied the required information and the information submitted as part of this tender is true and correct.

………………………………..   ………………………………..

Signature   **Date**

1. PURPOSE

To procure the supply, implementation and support of a Next Generation Firewall solution.
The current internal NGFW Fortigate 3240C are on EOL hence this procurement is required to maintain internal security of CIPC.

2. BACKGROUND

In compliance with the Companies Act 2008, CIPC must provide the following services:

- Registration of corporate entities and intellectual property rights;
- Maintenance of accurate, up-to-date and relevant information concerning companies, corporate entities and intellectual property rights, and the provision of that information to the public and to other organs of state;
- The promotion of education and awareness of company and intellectual property laws, and related matters;
- The promotion of compliance with the Companies Act, and any other applicable legislation;
- Widest possible enforcement of the Companies Act;
- Promotion of the reliability of financial statements by monitoring compliance;
- Promoting voluntary resolution of disputes arising in terms of the Companies Act; and
- Research and reporting on matters of national policy and intellectual property law.

3. Requirement

CIPC has adopted a multi-layered, defense-in-depth security strategy to minimize the possibility of various threats being exploited and to optimize our investment in security solutions.
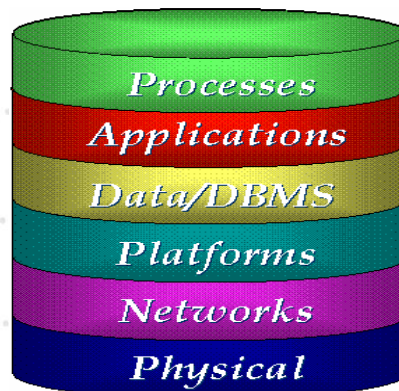
As part of our network layer security strategy we wish to implement various layers of next generation firewall.

CIPC wants to acquire Next Generation Firewall Solution with at least the following capabilities (Minimum Requirements):

Capability
Firewall
SSL Inspection
IPS
Application Control
Domain Management
Load Balancing
Third party access
Event Logging and Reporting
Wireless Controller
High availability

In addition to providing the appropriate solution the Service Provider must have the following capabilities:

PLEASE NOTE: CIPC reserves the right to procure only selected components, firewall layers or services based on the solution proposed

4. Solution Provider Capability

Solution	Description
Technical Requirements	The solution should be based on a dedicated ASIC-based standalone appliance which should include: Content Processor that accelerates content scanning activities such as AV and IPS. Network Processors used for acceleration of many key security functions including stateful packet header inspection, VPN encryption/decryption, protocol anomaly offloading, and quality of service enforcement. It should also provide acceleration for processing all packet sizes which include time-sensitive applications such as VoIP, real-time protocols, and multimedia applications.
Hardware Requirements	The proposed system must be able to have minimum support of: 2 x GE RJ45 Management ports 16 x GE RJ45 ports 8 x GE SFP slots 2 x 10GE SFP+ slots 12 x 25GE SFP28 slots 4 x 40GE QSFP+ slots The system should be of a 2U RU form factor that may be mounted securely on a EIA standard rack The proposed system shall support dual hot-swappable power supplies

Solution	Description
Operating System & Mgmt. Access	The proposed OS must: Be proprietary to prevent inheriting common OS vulnerabilities Resided on flash disk for reliability over the hard disk Allow dual booting Upgradeable via Web UI or TFTP The configurations on the device shall: Be easily backup or restored via GUI and CLI to/from local PC, remote centralized management or USB disk Provide CLI command configuration file that is readable by Windows Notepad Have an option to encrypt the backup file Have revisions listed on GUI for ease of use. The display shall allow revert to selected revision and configuration diff between 2 selected revisions. Administrators shall be able to add comments for each revision.
Visibility & Monitoring	The proposed system shall provide robust visibility GUI panels and dashboards that: Utilizes data from options of local disk, external logging system and hosted service on the cloud Pulls data from supported external systems via REST APIs Draws real-time and historical data for displays of information in both text and visual format Presents information visually using graphs, bubble charts and world map Allows filtering (using specific time range, by user ID or local IP address, by application, etc.) and drill-down of data Allows customizable Top N views on the dashboard
High Availability	The proposed system shall support high availability with industry-standard VRRP with the following characteristics: Be able to function as a primary (master) or backup Virtual Router Redundancy Protocol (VRRP) device and can be quickly and easily integrated into a network that has already deployed VRRP Be able integrated into a VRRP group with any third-party VRRP devices Supports IPv4 and IPv6 VRRP The proposed system shall support high availability by setting up a cluster with the following characteristics: Supports up to 4 cluster members Supports 2 HA modes; active-passive (failover HA) and active-active (load balancing HA) Cluster units communicate with each other through their heartbeat interfaces Uses a combination of incremental and periodic synchronization to make sure that the configuration of all cluster units is synchronized to that of the primary unit Provides device failover in the event of hardware or software failure Provides link failover when a direct link is not available on one/more monitored interface(s) Provides remote link failover when connectivity with IP addresses of remote network devices, for example, a downstream router is not available

	In the event of a failover, log messages about the event and can be configured to send log messages to a syslog server. The cluster can also send SNMP traps and alert email messages Supports session failover (also called session pickup) which during cluster operation the primary unit informs the subordinate units of changes to the primary unit connection and state tables, keeping the subordinate units up-to-date with the traffic currently being processed by the cluster. During cluster operation the primary unit informs the subordinate units of changes to the primary unit connection and state tables, keeping the subordinate units up-to-date with the traffic currently being processed by the cluster. Supports the option to automatically failback in the event the original unit recovers Supports widely separated cluster units installed in different physical locations
Firewall	The proposed system shall support at least 198 Gbps of firewall throughput without additional licenses or components The proposed system shall support at least 12 Million concurrent sessions The proposed system shall support at least 750 000 new sessions per second The proposed system shall accommodate at least 100 000 firewall policies
IPS	The proposed system shall offer one of the following actions when an attack is detected: Allow session Monitor and log session Block session Reset session Quarantine attacker

Capability	Description
Knowledge & Expertise	The supplier must demonstrate and provide evidence of knowledge and experience in implementing similar solution and understanding of CIPC or similar business environments.
Resources	The supplier must have sufficient quantity and quality of resources with appropriate skill and/or certification to implement and support the solution provided.
Project Management	The supplier must use sound project management approaches to ensure success of development, implementation and support projects.
Support	The supplier must be able to meet agree service levels, use effective processes, standards and procedures for service management and must be able to call on the solution vendor/manufacturer for support if required.
Training & skills transfer	The supplier must be able to provide training for and transfer knowledge to CIPC staff training to effectively manage and support the solution.

PLEASE NOTE: CIPC reserves the right to procure only selected services based on the solution proposed, e.g. CIPC may elect to acquire the installation and implementation from one supplier, and the ongoing support from another.

5. Scope of Work

Provide a Next Generation Firewall solution consisting of:

- 2 X HA NG firewalls;
- Intrusion prevention solution;
- Web content filtering solution;
- NGFW security event logging and reporting solution;
- Implementation of the solution;
- Support and maintain for the solution for 5 years;
- Define and/update processes, policies, standards and procedures for network security and firewall management;
- Provide ad hoc project or other services as required; and
- Train and transfer skills to CIPC staff.

6. REPORTING

The contracted bidder's Account Manager will report to the CIPC Process Owner or his delegate.

6. WORKING CONDITIONS

6.1 Equipment

N/A

6.2 Proprietary rights

The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.

- The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

6.3 Indemnity / Protection / Safeguard

- The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the resources.

6.4 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

6.5 Quality

- The Senior Manager: Information Assurance will subject the quality and standard of service rendered by resources to quality control.

- Should CIPC, through the Senior Manager: Information Assurance, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

7. CONTRACT DURATION

- The service providers should indicate through a project plan how they will design, implement and support the solution over a **5 years' period.**
- A Service Level Agreement (SLA) will be entered into with the successful bidder

8. <u>SPECIAL CONDITIONS</u>

I. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;

II. <u>CIPC reserves the right to negotiate with the successful bidder on price;</u>

III. Travel between the consultants home, place of work to the **dti Campus (**CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;

IV. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za);

V. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;

VI. The price quoted by the prospective service provider must include Value Added Tax (VAT);

VII. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;

VIII. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;

IX. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;

X. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;

XI. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;

XII. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and

XIII. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.

XIV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.

9. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC 'S other critical requirements for this Bid, bidder(s) *must submit the documents* listed in the **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2. **The bidder(s) proposal *will* be disqualified for non-submission of any of the documents**.

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		Bidders must submit **Tax Clearance Certificate (TCC) PIN** **The TCS PIN** will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		**Non-submission will lead to a zero (0) score on BBBEE**
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) **SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER**
8.	**NB: Pricing Schedule:** **Compliance to Annexure "A" on page 17 of 18** **REFER TO PAGE 6 and 17 OF 18** FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		Submit full details of the Price Proposal in a separate **SEALED** envelope. Price must be carried over to **BOTH** SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). *The Total Bid Amount (**CEILING AMOUNT**) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)* *FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.*
9	**IMPORTANT: *SUBMISSION OF USB*** **REFER TO PAGE 5 OF 18**		Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page *FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.*

ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 2.

Phase 2: Functional Evaluation and Compliance to specification

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid.

The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	**Demonstrate Proposed Architecture Solution** • Design & Implement the architected solution. • Build meaningful dashboard, charts and graphs as per CIPC's requirements. • Build custom correlation rules as per CIPC's requirement • Create alerts as required by CIPC. • Implement as per CIPC requirements. • Training as well as knowledge transfer to CIPC ICT Staff in terms of • Technical training certification – classroom training and certification _Ratings to be awarded as follows_ **Score 1=** No proposed designs of architecture solution provided **Score 2=** Insufficient proposal with no architecture implementation solution (partly addressed) no integration with CIPC's entire environment **Score 3=** Designs and Architect a solution as per OEM best practices and Integration with CIPC's entire Environment. **Score 4=** Designs and Architect a solution as per OEM best practices, training and certification, knowledge and skills transfer plan and Integration with CIPC's entire environment. **Score 5=** Designs and Architect a solution as per OEM best practices, knowledge and skills transfer plan, Hardened Operating System deployed as a multi-role appliance for granular, distributed functionality and enhanced scalability to meet the demands of CIPC environment, create alerts and customization of rules required .						35	
2.	**Implementation Roadmap/Project Plan** The service provider should indicate through an implementation roadmap how they will design, implement and maintain the solution. The solution will also need to be supported for a period of 5 years _Ratings to be awarded as follows_ **Score 1=** No Implementation road map/ Project Plan provided **Score 2=** Insufficient implementation Road map with no design and no maintenance plan **Score 3=** Detailed Implementation Road map/project plan with design, project management plan and rollout plan **Score 4=**Detailed Implementation Road map with design, project management plan and rollout plan, detailed maintenance and support plan Detailed **Score 5=**Detailed Implementation Road map/project plan with best practises in designs, detailed project management plan and detailed rollout plan with timeframes and detailed maintenance and support plus tools and techniques to be used						10	
3.	**Accreditation with Original Equipment Manufacturer (OEM)** The bidders must attach their Partner Certification. The bidders must provide a letter from OEM, which indicates that they are accredited to implement, supply and support the proposed solution. _Ratings to be awarded as follows_ **Score 1=**No partner certification **Score 2=** Partner Certification **Score 3=** Partner Certification and accreditation OEM Letter **Score 4=** Partner Certification and accreditation OEM Letter for implementation of NGFW **Score 5=** Gold or Expert Partner and accreditation OEM Letter for implementation of NGFW and additional products						10	
4.	**Competency Requirements** The bidders must meet these requirements. Company Record for NGFW projects. (the experience measured herein below is the number of years of the company in delivering NGFW projects). _Ratings to be awarded as follows_ **Score 1=** Experience less than or equal to 1 years **Score 2=** Experience greater than 1 years, but not more than 2 years **Score 3=**Experience greater than 2 years, but not more than 3 years **Score 4=** Experience greater than 3 years, but not more than 5 years **Score 5=** Experience greater than 5 years Proof to be submitted: testimonial letters from clients						10	

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
5.	**Technical Certification:** The bidders must attach a minimum of 2 CVs of resources to be involved in the project plus, OEM Technical Certification for the Technical Resources. *Ratings to be awarded as follows* **Score 1=** Attached CV's +No NGFW Certification **Score 2=** Attached CV's + only NGFW Certification **Score 3=** Attached CV's + NGFW; and one Security qualification **Score 4=**Attached CV's + NGFW; and Security Certification + 1 additional Security Reporting Certification **Score 5=** Attached CV's + NGFW; and Security Certification + 2 more Security Reporting Certification						25	
6.	Provide a list of completed projects in the provisioning of NGFW solution – (minimum 2 references) *Ratings to be awarded as follows* **Score 1=**No reference letters of completed projects. **Score 2=**Only one reference letters of completed projects. **Score 3=** wo reference letters of completed projects. **Score 4=**Three to Five reference letters of completed projects. **Score 5=** Six to Ten reference letters of completed projects "Proof to be submitted: testimonial letters relating specifically to NGFW from clients where such solution was rolled out"?						10	
	Total						100	

Functionality / quality will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = Very poor/ No experience, 2 = Poor/ 1-2 years' experience, 3 = Good / 2-3 years' experience, 4 = Very good 4-5 years' experience, 5 = Excellent 5 or more years.

Note:

1. Functionality will count out of **100** points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.

2. **BIDDERS THAT ACHIEVE LESS THAN *60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED* FOR FURTHER EVALUATION**

PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	100

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

THE BIDDER WITH THE HIGHEST SCORE WILL BE RECOMMENDED AS THE SUCCESSFUL SERVICE PROVIDER.

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NB: PLEASE PRINT AND INCLUDE IN PRICING ENVELOP

BID COSTING

PRICING TABLE (TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1.   **SDB 3.3:**   PRICING SCHEDULE
2.   **SBD FORM 1:**   INVITATION TO BIDS
3.   A BIDDER *MUST* ATTACH *PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT*
4.   BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 18 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period 5 years for **installation, configuration, support and maintenance. Pricing to be presented as per the tables below.**

Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and** *will be used to evaluate the bids*. **Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING.** *FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.*

Table 1: (format for price quotation):

The supplier must provide a comprehensive project plan supported by a project schedule as recommended below:

Phase/ Stage	High level Activities	Time Frames	Deliverable(s)	Comments (if any)	Budget (incl. VAT)
e.g. Stage 1		*Measured in weeks/ days*			
TOTAL DURATION:					
TOTAL BUDGET (VAT Included):					

The suppliers must break down payment as per deliverable on the Project Plan. Reports are to be developed and presented per deliverable, e.g.

No.	Deliverable	Quantity	R
1	Hardware and Software Installation	As proposed	
2	HA Configuration	As proposed	
3	Other Security Features	As proposed	
4	Event Logging and Reporting	As proposed	
5	Other Components	As proposed	
6	Professional Support (Please show per component)	As proposed	
7	Implementation (Please show per component)	As proposed	
8	Additional Project/Support Hours	800 hours	
	Total		

TOTAL PRICE TO BE STATED BELOW FOR THE TENDER FOR THE DURATION OF THE CONTRACT TO BE CARRIED OVER TO SBD3.3 AND FORM 1

	Vat amount	Amount Inclusive of Vat
TOTAL **(Ceiling price to be carried over to sbd3.3 and form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes)**		

Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR COSTING SHALL IMMEDIATELY INVALIDATE THE BID.

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3. BRIEFING SESSION

PLEASE NOTE THAT THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

COMPULSORY **BRIEFING SESSION/SITE VISIT**	NONE

NB: COVID -19 REGULATIONS TO BE ADHERED TO

10. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the **CIPC Tender Box**- the bid box is situated at: at the West Gate on 77 Meintjies Street, close to Entfutfukweni Building (Block "F"), 77 Meintjies Street, Sunnyside, "THE DTI" Campus, Pretoria.

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

the dti Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

11. ENQUIRIES

A. **Supply Chain Enquiries**

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: SMotshweni@cipc.co.za OR **Nmaqhula@cipc.co.za**

B. **Technical Enquiries**

Mr Solly Bopape - E-mail: **sbopape@cipc.co.za**

OR

Mr. Sphiwe Mbatha- E-mail: **smbatha@cipc.co.za**

BIDS OPENING DATE: **02 AUGUST 2021**

BIDS CLOSING TIME: **11: 00 AM**

BIDS CLOSING DATE: **03 SEPTEMBER 2021**

PLEASE NOTE: **BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.**

NB: *IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICE.*

NB: COVID -19 REGULATIONS TO BE ADHERED TO