

# **ANNEXURE “H”**



Companies and Intellectual  
Property Commission  
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## **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 19/2020/2021**

**DESCRIPTION: INVITATION FOR BIDS FOR THE APPOINTMENT OF AN ICT SERVICE PROVIDER TO PROVIDE A PRIVILEGE ACCESS MANAGEMENT SOLUTION (PAM) - INSTALLATION, IMPLEMENTATION, MAINTENANCE AND SUPPORT SERVICES.**

**CONTRACT PERIOD: 36 MONTHS**

**CLOSING DATE: 08 APRIL 2021**

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

TABLE OF CONTENTS

3. INTRODUCTION.....7

4. BACKGROUND.....7

5. SCOPE OF WORK.....8

6. DURATION OF CONTRACT .....9

7. WORKING CONDITIONS.....9

8. SPECIAL CONDITIONS..... 10

3. EVALUATION PROCESS (Criteria)..... 11

The evaluation process will be done in accordance with the following criteria: ..... 11

4. Evaluation (Phases) ..... 11

The evaluation will be completed in 3 phases:..... 11

PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS ..... 11

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: .. 12

Preferential Procurement Policy ..... 14

    Pricing ..... 14

6. SUBMISSION OF PROPOSALS..... 16

7. ENQUIRIES..... 16

A. Supply Chain Enquiries..... 16



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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 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. 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 valid for 120 days**
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. 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) The hard copy submitted will be used by CIPC for records purposes.
- g) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages. Bidder's to please verify if all documents can open and are properly saved.
- h) **IMPORTANT: THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION IN READABLE FORMAT**
- i) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- j) All pages must be signed; numbered and initial as per the Original copy
- k) The USB must be submitted in **PDF format ONLY** and must be **read ONLY**
- l) **IF THERE IS NO USB SUBMITTED THE BID PROPOSAL WILL NOT BE EVALUATED**

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

**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

**NB: Bidders must also refer to page 15 of 16 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**



Companies and Intellectual

### 3. INTRODUCTION

The Companies and Intellectual Property Commission (CIPC), herewith referred to as 'the Commission' was formed by the amalgamation of the Office of Companies and Intellectual Property Enforcement (OCIPE) and the Companies and Intellectual Property Registration Office (CIPRO), and is mandated by the Companies Act, 2008 (Act 71 of 2008). CIPC is an organ of state, outside the public service but within the public administration.

#### **Main functions of Commission:**

- Registration of Companies, Co-operatives and Intellectual Property Rights and maintenance thereof;
- Disclosure of Information on its register;
- Promotion of education and awareness of Company and Intellectual Property Law;
- Promotion of compliance with relevant legislation;
- Efficient and effective enforcement of relevant legislation;
- Monitoring compliance with and contraventions of financial reporting standards, and making recommendations thereto to Financial Reporting Standards Council (FRSC);
- Licensing of Business rescue practitioners;
- Oversight role of Independent Review professional bodies;
- Report, research and advice Minister on matters of national policy relating to company and intellectual property law

### 4. 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.

As part of CIPC's security strategy CIPC wishes to have the (PAM) Privilege Access Management Solution architected [in line with published vendor recommended best practice], implemented, and to enter into an ongoing SLA-based maintenance and support agreement.

The appointed service provider must be an accredited PAM OEM reseller with at least the following proven capabilities:

Capability	Description
Knowledge & expertise	The supplier must demonstrate and provide documented evidence of knowledge and experience in implementing similar solutions and understanding of CIPC or similar business environments.
Resources	The supplier must have sufficient quantity and quality of skilled resources with appropriate PAM certifications and experience [3-5 years plus], to implement and support the solution provided. CVs to be provided.
Project management	The supplier must use sound project management approaches to ensure success of implementation and support projects.
Maintenance & Support	The supplier must be able to meet agreed service levels, use effective best practice processes, standards and procedures for service management and must be able to call on McAfee or equivalent for maintenance and support if required.
Training & skills transfer	The supplier must be able to provide appropriate PAM Solution certified training and transfer knowledge to two (2) CIPC staff members 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

- 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
- Knowledge and skills to ICT Staff for maintaining, configuration and ongoing support of the solution.
- PAM Technical training certification – classroom training and certification
- Integration of McAfee ePO software, DXL, and McAfee Enterprise Security Management (SIEM) as per CIPC's specific use case requirements

CIPC has invested on the McAfee Endpoint solution to ensure protection of assets, has also invested in IBM Informix Database, Oracle Database, K2 workflow and MS SQL databases and should be included in the costing.

### **The Proposed PAM Solution must meet the following Mandatory requirements:**

- Complete integration with Informix 11.70FC9, Oracle 12.2.0.1.0, Microsoft SQL 2012 and later, HP-UX, Linux and Microsoft Windows Servers.
- Rapid Deployment
- Turnkey, Comprehensive PAM - centralized privilege management must come preinstalled, pre-configured, pre-tuned, and pre-licensed
- Low Total Cost of Ownership - Buy the appliance once, then get support and upgrades for a low, annual maintenance fee
- Provide complete lifecycle management of privileged accounts directly from the McAfee ePO console
- On board and manage assets via contextual controls in the McAfee ePO console
- Open audited RDP/SSH sessions to managed resources directly from the McAfee ePO console
- Automatically push tags from McAfee ePO software into Password Safe, enabling dynamic access control for managed accounts





- Provides a lightweight client that integrates with CIPC existing environment to perform least privilege access
- Offers a single management platform for event, policy, and reporting of privileged events
- Removes administrative rights and credentials without impacting the end users' workflow
- Provide real-time correlation of exposed vulnerabilities
- Deliver increased visibility and enhance breach detection
- Reduce false positive or false negative reports through conditional logic and current threat analytics

## 6. DURATION OF CONTRACT

The Service Providers should indicate through a Project Plan how they will design, implement and support the solution over a **36 months' period**.

## 7. REPORTING

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

### 7. WORKING CONDITIONS

#### 7.1 **Equipment**

N/A

#### 7.2 **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.

#### 7.3 **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.

#### 7.4 **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.

#### 7.5 **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.

## 8. SPECIAL CONDITIONS

- 10.1. 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.
- 10.2. CIPC reserves the right to negotiate with the successful bidder on price.
- 10.3. The service provider must ensure that their work is confined to the scope as defined.
- 10.4. Travel between the consultants home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 10.5. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za))
- 10.6. No advance payment would 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.
- 10.7. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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/her delegate.
- 10.12. 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.
- 10.13. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 10.14. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- 10.15. CIPC reserves the right not to make this appointment



### 3. 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).

### 4. 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 *may* 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. Bidders must provide agreements for sub-contracting, Joint Venture agreements as per the requirements in the SBD forms
2.	Tax Status – SBD1		a) Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> 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 SBD8		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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b><u>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</u></b>
8.	<b>NB: Pricing Schedule:</b> <b>Compliance to price requirements as stated in this TOR</b> <b>Also Bidders to provide price in line with ANNEXURE "A":</b> <b>BILL OF MATERIALS (BOM)</b>  <b>REFER TO PAGE 6 and 15 OF 16</b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ul>
9	<b>IMPORTANT: SUBMISSION OF USB</b>  <b>REFER TO PAGE 5; 9 OF 16</b>		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

**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.	<p><b>Demonstrate Proposed Architecture Solution</b></p> <ul style="list-style-type: none"> <li>Design &amp; Implement the architected solution.</li> <li>Build meaningful dashboard, charts and graphs as per CIPC's requirements.</li> <li>Build custom correlation rules as per CIPC's requirement</li> <li>Create alerts as required by CIPC.</li> <li>Implement as per CIPC requirements.</li> <li>Training as well as knowledge transfer to CIPC ICT Staff in terms of</li> <li>Technical training certification – classroom training and certification</li> <li>Integration of McAfee ePO software, DXL, and McAfee Enterprise Security Management (SIEM) as per CIPC" s specific use case requirements.</li> </ul> <p><u>Ratings</u></p> <p>1= No proposed designs of architecture solution provided            2= Insufficient proposal with no architecture implementation solution (partly addressed) no integration with CIPC's entire Environment            3= Designs and Architect a solution as per OEM best practices and Integration with CIPC's entire Environment.            4= Designs and Architect a solution as per OEM best practices, Integration of all CIPC's systems as per above and Supports SQL Cluster.            5= Designs and Architect a solution as per OEM best practices, Supports SQL Cluster, 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 .</p>						35	
2.	<p><b>Implementation Roadmap/Project Plan</b></p> <p>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 36 months</p> <p><u>Ratings</u></p> <p>1= No Implementation road map/ Project Plan provided            2= Insufficient implementation Road map with no design and no maintenance plan            3= Detailed Implementation Road map/project plan with design, project management plan and rollout plan            4= Detailed Implementation Road map with design, project management plan and rollout plan, detailed maintenance and support plan Detailed            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</p>						10	
3.	<p><b>Accreditation with Original Equipment Manufacturer (OEM)</b></p> <p>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.</p> <p><u>Ratings</u></p> <p>1=No partner certification            2= Partner Certification            3= Partner Certification and accreditation OEM Letter            4= Partner Certification and accreditation OEM Letter for implementation of PAM            5= Gold Partner Certification and accreditation OEM Letter for implementation of PAM and additional products</p>						10	



	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
4.	<p><b>Competency Requirements</b> The bidders must meet these requirements Company Record for PAM projects.(the experience measured herein below is the number of years of the company in delivering PAM projects).</p> <p><u><b>Ratings</b></u></p> <p>Score = 1 Experience less than or equal to 2 years Score = 2 Experience greater than 2 years, but not more than 3 years Score = 3 Experience greater than 3 years, but not more than 4 years Score = 4 Experience greater than 4 years, but not more than 5 years Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted: testimonial letters from clients</b></p>						20	
5.	<p><b>Technical Certification:</b> The bidders must attach a minimum of 3 CVs of resources to be involved in the project plus, OEM Technical Certification for the Technical Resources with <b>minimum of 2 certifications for the following solution.</b></p> <p><u><b>Ratings</b></u></p> <p>1= Attached CV's +No PAM Certification 2= Attached CV's + only PAM Certification 3=Attached CV's + PAM; and one DBA qualification 4=Attached CV's + PAM; and DBA Certification + 1 additional McAfee Certification 5= Attached CV's + PAM; and DBA Certification + 2 or more McAfee Certification</p>						15	
6.	<p>Company Record for PAM projects. (the experience measured herein below is the number of years of the company in delivering PAM projects).</p> <p><u><b>Ratings</b></u></p> <p>Score = 1 Experience less than or equal to 2 years Score = 2 Experience greater than 2 years, but not more than 3 years Score = 3 Experience greater than 3 years, but not more than 4 years Score = 4 Experience greater than 4 years, but not more than 5 years Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted: testimonial letters from clients</b></p>						10	
	<b>Total</b>						100	

**Note:**

- 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.
- 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
<b>Total</b>	<b>100</b>

- 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.**

**ANNEXURE “A”: PRICING SCHEDULE**



Companies and Intellectual Property Commission  
a member of the dtic group

**FAILURE TO COMPLY WITH THE REQUIREMENTS BELOW SHALL IMMEDIATELY INVALIDATE THE BID.**  
**(THIS PAGE MUST BE PRINTED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE TOGETHER WITH SBD 3)**

Prospective bidders **must submit a bill of quantities 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 - installation, implementation, maintenance and support services **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.**

**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
- ❖ Duration of the contract written in the space provided in the SBD 3 form

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			
<b>TOTAL DURATION:</b>					
<b>TOTAL AMOUNT (VAT Included):inclusive of all (CEILING AMOUNT</b>					

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	Health Check	As proposed	
2	PAM Solution System Architecture	As proposed	
3	Installation and Configuration	As proposed	
4	Set up of Rules and Policies	As proposed	
5	Deployment	As proposed	
6	Implementation	As proposed	
7	Logging and Reporting	As proposed	
8	Other components	As proposed	
5	Monthly Health check and Remediation	As proposed	
6	36 months Support	As proposed	
7	On-site Support	800 hours	
<b>TOTAL</b>			
<b>TOTAL AMOUNT (VAT Included): inclusive of all (CEILING AMOUNT):</b>			
<b>TOTAL PRICE TO BE CARRIED OVER TO SBD3.3 &amp; SBD FORM1 -FOR THE DURATION OF THE CONTRACT</b>			

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

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



## 5. BRIEFING SESSION

THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

BRIEFING SESSION/SITE VISIT	N/A
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## 6. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, **the dti** campus, Block F.

**Proposals should be addressed to:**

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

**AT THE WEST GATE ON 77 MEINTJIES STREET,**

**CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"),**

**77 MEINTJIES STREET,**

**SUNNYSIDE, "THE DTI" CAMPUS,**

**PRETORIA.**

## 7. ENQUIRIES

### A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

### B. Technical Enquiries

Mr Solly Bopape

E-mail: [SBopape@cipc.co.za](mailto:SBopape@cipc.co.za)

**BIDS OPENING DATE: 01 MARCH 2021**

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

**BIDS CLOSING DATE: 08 APRIL 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**