

# **ANNEXURE “H”**

## **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 05/2020/2021**

**DESCRIPTION: APPOINTMENT OF AN ICT SERVICES PROVIDER TO PROVIDE McAfee® ENTERPRISE SECURITY MANAGER (ESM) OR EQUIVALENT Solution - INSTALLATION, IMPLEMENTATION, MAINTENANCE AND SUPPORT SERVICES**

**CONTRACT PERIOD: THIRTY-SIX (36) MONTHS**

**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) 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**
- 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

**NB: Bidders must also refer to page 11 of 16 and 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**



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## 1. PURPOSE

To procure the installation, implementation, maintenance and support of the **McAfee® Enterprise Security Manager (ESM) or Equivalent Solution**. CIPC has invested on the McAfee solution to ensure security within the environment. The proposed solution must integrate with the existing CIPC investment.

## 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. BILL OF MATERIALS:

- **Please refer to Annexure “A”**
- As part of CIPC’s security strategy CIPC wishes to have the **McAfee ESM or Equivalent 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 McAfee or Equivalent 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 McAfee or equivalent 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 McAfee or equivalent 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.

#### 4. 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.
- McAfee or equivalent Technical training certification – classroom training and certification
- Integration of McAfee TIE/DXL, MAR and ATD as per CIPC" s specific use case requirements

**CIPC has invested on the McAfee solution to ensure protection of assets thus CIPC requires all the modules or equivalent as indicated below and should be included in the costing. The solution must integrate with the below modules to ensure adequate security within the environment.**

CIPC - SIEM - 3 Years		
2	MFE Ent Sec Mgr 5700 Appl	ETM-5700
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD
2	MFE Ent Log Mgr 5700 Appl	ELM-5700
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD
2	MFE Event Receiver 1270 Appl	ERC-1270
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD
2	MFE Adv Corr Eng 2650 Appl	ACE-2650
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD
1	MFE Dir Attached Storage 50 Appl	DAS-50
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD
1	MFE App Data Mon 1270 Appl	APM-1270
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD
4	Sol Svcs Deployment Consult Prepaid	MD-DEPLOYPP



## 5. DURATION OF CONTRACT

- The contract duration is for thirty six (36) months and an SLA will be entered into with the successful bidder.
- The service providers should indicate through a project plan how they will design, implement and support the solution over a **36 months' period**.

## 6. COSTING

- **Please refer to Annexure A for the details on how pricing should be submitted**
- 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 for the duration of the contract period and to CLEARLY indicate the price.
- 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. ***The quotation must be for a period of 36 months inclusive*** - For the appointment of an ICT services provider to provide McAfee® enterprise security manager (ESM) or equivalent Solution - installation, implementation, maintenance and support services **NB. The TOTAL PRICE (CEILING 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.**

## 7. REPORTING

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

## 8. WORKING CONDITIONS

### 8.1 **Equipment**

N/A

### 8.2 **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.

### 8.3 **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.

### 8.4 **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.

### 8.5 **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.

## 9. **SPECIAL CONDITIONS**

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.
2. CIPC reserves the right to negotiate with the successful bidder on price.
3. The service provider must ensure that their work is confined to the scope as defined.
4. 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.
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))
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.
7. The price quoted by the prospective service provider must include Value Added Tax (VAT).
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.
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. 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.
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.
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.
13. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
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.
15. CIPC reserves the right not to make this appointment
16. Service provider/s participated in the compilation of the terms of reference /specification are not allowed to submit proposals for this tender.

## 10. 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).

### 10.1 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

### 10.2 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	Submission requirement Note that non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Company Registration Certificate.		Certified copies to be attached
4.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
5.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
6.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
7.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
8.	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) SUBMIT SUPPLIER NUMBER AND UNIQUE NUMBER
9.	<b>Pricing Schedule</b> Refer to page 5 of 16 and Page 15 of 16 with regards to Pricing compliance		a. Submit full details of the pricing proposal in a separate envelope. b. Price must be carried over to SBD 3 c. The price envelop must be marked with the bidder's name <b>FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION</b>
10	<b>Accreditation with Original Equipment Manufacturer (OEM)</b> The bidders must attach their Partner Certification.		• <b>THE BIDDERS MUST PROVIDE A LETTER FROM OEM WHICH INDICATES THAT THEY ARE ACCREDITED TO IMPLEMENT, SUPPLY AND SUPPORT THE PROPOSED SOLUTION.</b> <b>FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION</b>

### 10.3. PHASE 2: FUNCTIONAL EVALUATION

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: Functionality will count out of 100 and bidders must achieve a minimum of 60 out of 100 percent to proceed to the next phase. **Bidders achieving less than 60% will not be evaluated further.**

No	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> </ul> <p><b>Integration of McAfee TIE/DXL, MAR, ePo, McAfee Network IPS, McAfee Web Gateway, McAfee NDLP, Firewalls Mvision EDR, Mvision Shadow IT, McAfee Mobile Security, Microsoft DHCP, Active Directory, DNS Server, Aruba Switches, Informix and Oracle DBS, Microsoft Server, Linux and Unix Servers and McAfee ATD as per CIPC's specific use case requirements.</b></p> <p>1= No proposed designs of architecture solution provided            2= Insufficient proposal with no architecture implementation solution (partly addressed) no integration with McAfee Business Suite            3= Designs and Architect a solution as per McAfee or Equivalent OEM best practices and Integration with all of the above McAfee Business Suites.            4= Designs and Architect a solution as per McAfee or Equivalent OEM best practices, Offer Classroom training and certification, knowledge and skills transfer plan Integration of all McAfee Business Suite as per above            5= Designs and Architect a solution as per McAfee or Equivalent OEM best practices, Offer Classroom training and certification, knowledge and skills transfer plan Integration of McAfee Business Suite, create alerts and customization of rules required</p>						45	
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>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>						15	
4.	<p><b>Company experience references Checks</b></p> <p>The bidders must provide a minimum of three (3) testimonial letters from clients where they have implemented similar McAfee or Equivalent OEM solution. The reference must include the following:</p> <p>1= No testimonial letters for similar solution            2= Two (2) testimonial letters for similar solution            3= three (3) testimonial letters for similar solution lintegration of McAfee TIE/DXL, MAR, ePo, McAfee Network IPS, McAfee Web Gateway, McAfee NDLP, Firewalls Mvision EDR, Mvision Shadow IT, McAfee Mobile Security            4= Four (4) testimonial letters for similar solution lintegration of McAfee TIE/DXL, MAR, ePo, McAfee Network IPS, McAfee Web Gateway, McAfee NDLP, Firewalls Mvision EDR, Mvision Shadow IT, McAfee Mobile Security            5= Five (5) or more testimonial letters for similar solution lIntegration of McAfee TIE/DXL, MAR, ePo, McAfee Network IPS, McAfee Web Gateway, McAfee NDLP, Firewalls Mvision EDR, Mvision Shadow IT, McAfee Mobile Security  <b>References may be verified with McAfee Security or Equivalent OEM.</b></p>						15	
5.	<p><b>Technical Certification:</b></p> <p>The bidders must attach a minimum of 3 CVs of resources to be involved in the project plus, McAfee or Equivalent OEM Technical Certification for the Technical Resources with <b>minimum of 2 certifications for the following solution.</b></p> <p>1= Attached CV's + No ESM or equivalent Certification            2= Attached CV's + only ESM or equivalent Certification            3= Attached CV's + ESM or equivalent; and EPO Certification            4= Attached CV's + ESM or equivalent; and EPO Certification + 1 additional McAfee Certification            5= Attached CV's + ESM or equivalent; and EPO Certification + 2 or more McAfee Certification Score = 5</p>						25	
	<b>Total</b>						<b>100</b>	

**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**

#### 10.4 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.**

#### 11. BRIEFING SESSION /SITE VISITS

**There is no briefing session for this Bid**

BRIEFING SESSION	NONE
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#### 12. SUBMISSION OF PROPOSALS

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

**Proposals should be addressed to:**

Manager (Supply Chain Management)  
Companies and Intellectual Property Registration Office  
Block F, **the dti** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

**13. ENQUIRIES**

**A. Supply Chain Enquiries**

Mr Solomon Motshweni OR Ms Ntombi Maqhula  
Contact No: (012) 394 3971 /45344  
E-mail: [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

**B. Technical Enquiries**

Mr Solly Bopape  
E-mail: [Sbopape@cipc.co.za](mailto:Sbopape@cipc.co.za)

**14. BID DETAILS**

**Bids opening date:** 25 September 2020  
**Briefing Session date:** N/A  
**Bids closing time:** 11h00 am  
**Bids closing date:** 23 October 2020

**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.***

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION**

**ANNEXURE A**

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

**PRICING SCHEDULE: ANNEXURE “A” (MUST BE PRINTED AND SUBMITTED IN A SEPARATE SEALED ENVELOP TOGETHER WITH SBD 3)**

BIDDER ARE REQUIRED TO SUBMIT PRICING PROPOSAL AS PER THE FOMRAT BELOW. **FAILURE TO COMPLY WITH THE REQUIREMENTS BELOW SHALL IMMEDIATELY INVALIDATE THE BID**

1. The total bid price (CEILING PRICE) must be written in the **SBD3 form** together with the following information
2. Duration of the contract written in the space provided in the **SBD 3.3 form**
3. **TOTAL (CEILING) Price must be written on SBD form 1- Invitation for bids**
4. Total Bid Price must be CARRIED over in the space provided in SBD 3 .3 and SBD 1form- invitation for bids for the total period of 36 months
5. Price must be inclusive of VAT and in South African Rands
6. **IMPORTANT:** The same price documents must be scanned and submitted in the USB saved in a separate Folder (**saved separate from the Technical Proposal**)

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)
<i>e.g. Stage 1</i>		<i>Measured in weeks/ days</i>			
<b>TOTAL DURATIONS:</b>					
<b>TOTAL BUDGET (Incl VAT):</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	McAfee ESM or Equivalent 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	240 hours	
	<b>TOTAL</b>		

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

CIPC has invested on the McAfee solution to ensure protection of assets thus CIPC requires all the modules or equivalent as indicated below and should be included in the costing. The solution must integrate with the below modules to ensure adequate security within the environment.

**THE BILL OF MATERIAL / MODULES BELOW MUST BE INCLUDED IN COSTING OF THIS BID**

CIPC - SIEM - 3 Years			UNIT PRICE
2	MFE Ent Sec Mgr 5700 Appl	ETM-5700	
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD	
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD	
2	MFE Ent Sec Mgr 5700 1Yr BZ+NBD	ETM5700NBD	
2	MFE Ent Log Mgr 5700 Appl	ELM-5700	
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD	
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD	
2	MFE Ent Log Mgr 5700 1Yr BZ+NBD	ELM5700NBD	
2	MFE Event Receiver 1270 Appl	ERC-1270	
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD	
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD	
2	MFE Event Receiver 1270 1Yr BZ+NBD	ERC1270NBD	
2	MFE Adv Corr Eng 2650 Appl	ACE-2650	
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD	
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD	
2	MFE Adv Corr Eng 2650 1Yr BZ+NBD	ACE2650NBD	
1	MFE Dir Attached Storage 50 Appl	DAS-50	
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA	
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA	
1	MFE Dir Attached Storage 50 1Yr ARMA	RBDAS50ARMA	
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD	
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD	
1	MFE GTI for ETM-5700 1:1BZ	GTEETM5700GIEAD	
1	MFE App Data Mon 1270 Appl	APM-1270	
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD	
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD	
1	MFE App Data Mon 1270 1Yr BZ+NBD	APM1270NBD	
4	Sol Svcs Deployment Consult Prepaid	MD-DEPLOYPP	

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