

## TERMS OF REFERENCE (“TOR”)

**CIPC BID NUMBER:** 01/2022/2023

**DESCRIPTION:** APPOINTMENT OF AN ICT SERVICES PROVIDER TO PROVIDE **McAfee\Trellix Advanced Threat Defense and Data Loss Prevention** INSTALLATION, IMPLEMENTATION MAINTENANCE AND SUPPORT SERVICES

**CONTRACT PERIOD:** THREE (3) YEARS.

**BID CLOSING DATE:** 16 SEPTEMBER 2022

**NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.**

THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: “**CIPC TENDER BOX**”.



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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 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**

**SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**, this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** 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.

**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; NO Passwords**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- l) **Bidders to ensure that USB 's are not password protected**
- m) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**

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





### **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). **Failure to comply with this requirement will disqualify the bid.**
- g) All prices must be valid for 120 days

### **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") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- 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 16 AND 17-** REQUIREMENTS ON PRICE PROPOSAL

**NB: Bidders must also refer to page 12 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

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

#### 4. Purpose

To procure the installation, implementation, maintenance and support of the **McAfee Advanced Threat Defense and Data Loss Prevention that are due to expire.**

#### 5. 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.

#### Requirement

- CIPC currently has the **McAfee Advanced Threat Defense and Data Loss Prevention** that is due to expire and reaching end of life which are required for the new contract period of 3 Years.
- Support and Maintenance for the above.

#### **BILL OF MATERIALS:**

	CIPC	DLP/ ATD
QTY	PRODUCT	SKU
1	MFE Adv Threat Def 6000 Stand 1yrNBD	ATD6000NBD
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD

As part of CIPC's security strategy CIPC wishes to have the McAfee Advanced Threat Defense and Data Loss Prevention 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\Trellix 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 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 for maintenance and support if required.
Training & skills transfer	The supplier must be able to provide appropriate McAfee certified <b><u>training and transfer knowledge to three (3) CIPC staff members</u></b> to effectively manage and support the solution.
Accreditation with Original Equipment Manufacturer (OEM)	The supplier must provide relevant accreditation with Original Equipment Manufacturer (OEM).

**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.

## 6. **Scope of Work**

1. CIPC requires its **McAfee\Trellix Advanced Threat Defense and Data Loss Prevention and Data Loss Protection** to be operational 24 x 365, with as close to 100% coverage across all target devices as is practically possible [in your experience, indicate what is achievable and the associated parameters]; and be kept up-to-date 24 x 365.
2. To achieve this, experienced and qualified McAfee service providers are invited to provide Installation, Implementation and ongoing Support of the above McAfee modules including:
  - a) Running a Health Check at the outset to assess and report on the current state of the McAfee Advanced Threat Defense and Data Loss Prevention implementation. This report should highlight current control gaps in the implementation of the above McAfee modules; identifying the key focal areas and describing the actions required to achieve McAfee best practice recommendations for achieving (1) as close to 100% coverage of target servers, endpoint devices, gateways and mail servers, as is practically possible; (2) keeping scan engines and update definitions up-to-date 24 x 365; and (3) development of all rules and policies to meet CIPC's security requirements;





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- b) Reviewing and re-architecting the McAfee Advanced Threat Defense and Data Loss Prevention to meet CIPC's ICT and Business needs, in line with McAfee best practices for similar sized organizations;
- c) Advise CIPC timeously of the optimum system configuration(s) to provide effective 24x365 coverage of the CIPC environment, including the administration and reporting platforms and any other components required;
- d) Activating all the options in the McAfee Advanced Threat Defense and Data Loss Prevention and Network Data Loss Prevention as required by CIPC's security policy, to effectively secure CIPC's environment from all malicious code and other attacks;
- e) Installing the latest version of the McAfee Advanced Threat Defense and Endpoint Data Loss Prevention and Network Data Loss Prevention on all workstations and servers;
- f) Maintaining the McAfee Advanced Threat Defense and Endpoint Data Loss Prevention and Network Data Loss Prevention to current available release during the SLA Contract term;
- g) Deploying the McAfee Advanced Threat Defense and Endpoint Data Loss Prevention and Network Data Loss Prevention to all target devices;
- h) Defining and activating rules and policies as they apply to all target devices [i.e. servers, gateways, email and end-points];
- i) Advising CIPC's CIO, his delegated authority and his Information Security Officers, in writing, of the relevant best practices, to achieve zero threats from Malicious Actors or other such attacks [e.g. ensuring updates definitions are always up-to-date];
- j) Setting up a schedule of daily, weekly and monthly activities required to keep the McAfee Advanced Threat Defense and Data Loss Prevention running optimally, and training the CIPC security administration staff to perform the necessary operational tasks;
- k) Setting up all the necessary administrative controls and procedures to allow CIPC security administrators to perform their daily functions;
- l) Configure the system and train CIPC security administrators to extract the reports that CIPC requires for daily, weekly and/or monthly operational purposes. Work with the CIPC CIO and Security Team to identify and customize the reports required to track and monitor the effectiveness and efficiency of the above McAfee Modules;
- m) Train CIPC's security administrators in the use and administration of the system;
- n) Provide monthly status feedback in the form of a written report highlighting coverage, currency of updates, trends, progress, etc.;
- o) Providing a six monthly health check with remedial support over a 36-month period to ensure the integrity and ongoing operation of CIPC's **McAfee Advanced Threat Defense and Data Loss Prevention and Data Loss prevention**;
- p) Consult with CIPC and help define and/or update processes, policies, standards and procedures for Malicious Code prevention and detection management as required;
- q) Make available experienced, skilled resources during malicious code outbreaks, as required by CIPC;
- r) Provide ad hoc project or other services as required; and
- s) **Compulsory vendor training, certification and transfer skills to CIPC staff on a regular and on-going basis, both formally and informally.**

## **7. Time frames**

The service providers should indicate through a project plan how they will design, implement and support the solution over a 3 Years period.

## **8. Reporting**

The contracted bidder's account manager will report to the CIPC Project Manager 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 organisation.

### **8.5 Quality**

- The Senior Manager: Information Assurance and Information Security will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Information Assurance and Information Security, 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**

- 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. CIPC reserves the right to negotiate with the successful bidder on price;
- III. Travel between the consultant's 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](http://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.



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## 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

#### 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. **Bidders shall submit a letter from the OEM**

Certification/Partner:

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		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 BBEE
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 <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>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule:  Compliance to <a href="#">ANNEXURE A: PAGE 16 AND 17</a>  REFER TO PAGE 5 TO 6 and 18 <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a>		<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> <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a></li> </ul>
9	IMPORTANT: <b>SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 18		<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> <li>All documents to be signed and bidders initial each page</li> </ol> <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a>
10.	Bidders shall submit a letter from the OEM Certification/Partner: The bidders must provide a letter <i>from Solution Vendor which indicates that they are accredited to implement, supply and support the proposed solution</i>  In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. <a href="#">FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</a>		<ul style="list-style-type: none"> <li>The <b>letter or a testimonial must</b> be submitted in order to proceed to the next phase (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached.</li> <li>All bidders are required to comply with this requirement.</li> <li>Should there be no letter/ testimonial /certification etc attached the bid <b>will immediately be disqualified.</b></li> <li>The letter/ testimonial /certification must be signed dated by authorized representative</li> <li>It should state expiry date or validity</li> </ul> <a href="#">FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</a>

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



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## 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:

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<b>Demonstrate Proposed Architecture Solution</b> <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> <u>Ratings to be awarded as follows</u> <b>1=</b> No proposed designs of architecture solution provided <b>2=</b> Insufficient proposal with no architecture implementation solution (partly addressed) no integration with CIPC's entire Environment <b>3=</b> Designs and Architect a solution as per OEM best practices and Integration with CIPC's McAfee ePO. <b>4=</b> Designs and Architect a solution as per OEM best practices, training and certification, knowledge and skills transfer plan and Integration with CIPC's McAfee ePO. <b>5=</b> 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.	<b>Implementation Roadmap/Project Plan</b> 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 3 Years <u>Ratings to be awarded as follows:</u> <b>1=</b> No Implementation road map/ Project Plan provided <b>2=</b> Insufficient implementation Road map with no design and no maintenance plan <b>3=</b> Detailed Implementation Road map/project plan with design, project management plan and rollout plan <b>4=</b> Detailed Implementation Road map with design, project management plan and rollout plan, detailed maintenance and support plan Detailed <b>5=</b> 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	<b>Accreditation with Original Equipment Manufacturer (OEM)</b> 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. <u>Ratings to be awarded as follows:</u> <b>1=</b> No partner certification <b>2=</b> Partner Certification <b>3=</b> Partner Certification and accreditation OEM Letter <b>4=</b> Partner Certification and accreditation OEM Letter for implementation of McAfee\Trellix <b>5=</b> Gold or Expert Partner and accreditation OEM Letter for implementation of McAfee\Trellix ATD and DLP products						10

## PHASE 2: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION





No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
4	<b>Competency Requirements</b> The bidders must meet these requirements Company Record for McAfee\Trellix ATD and DLP projects. The experience measured herein below is the number of years of the company in delivering McAfee\Trellix ATD and DLP projects.). <u><b>Ratings to be awarded as follows:</b></u> 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 4 Years Score = 5 Experience greater than 4 Years <b>Proof to be submitted: testimonial letters from clients</b>						10
5	<b>Technical Certification:</b> 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. <u><b>Ratings to be awarded as follows:</b></u> 1= Attached CV's +No McAfee\Trellix Certification 2= Attached CV's + only McAfee\Trellix Certification 3=Attached CV's + McAfee\Trellix; and one Security Certification 4=Attached CV's + McAfee\Trellix; and Security Certification + 1 Advanced Security Certification (CISSP, CISM, CEH, CCSP, etc.) 5= Attached CV's + McAfee\Trellix ATD and DLP; and Security Certification + 2 Advanced Security Certification (CISSP, CISM, CEH, CCSP, etc.)						25
6	Provide a list of completed projects in the provisioning of McAfee\Trellix ATD and DLP solution – (minimum 2 references)  <u><b>Ratings to be awarded as follows:</b></u> 1 – No reference letters of completed projects. 2 – Only one reference letters of completed projects. 3 – Two reference letters of completed projects. 4 – Three to Five reference letters of completed projects. 5 – Six to Ten reference letters of completed projects						10
<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.

**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>

The bidder with the highest score will be recommended as the successful service provider.

## 11. ANNEXURE A: COSTING

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.

### 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. SDB 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 Three (3) years . 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 SDB FORM 3.3 AND SDB 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:

#### **BILL OF MATERIALS:**

	CIPC	DLP/ ATD	
QTY	PRODUCT	SKU	UNIT PRICE
1	MFE Adv Threat Def 6000 Stand 1yrNBD	ATD6000NBD	
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD	
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD	
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD	
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD	
1	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	DLP5500CNBD	
		Price VAT excl.	
		VAT	
		TOTAL	

Bidder to complete the above

#### **Pricing and Project Plan (per option, if applicable)**

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 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	Installation and Configuration	As proposed	
3	Set up of Rules and Policies	As proposed	
4	Deployment to Target Devices	As proposed	
5	Implementation	As proposed	
6	Logging and Reporting	As proposed	
7	Other components	As proposed	
8	Monthly Health check and Remediation	As proposed	
9	3 Years Support	As proposed	
10	Malicious Code Outbreak 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.**

**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
<b>TOTAL</b> (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.**



Companies and Intellectual  
Property Commission

a member of the dti group

## 12. BRIEFING SESSION

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

<b><u>COMPULSORY</u></b> <b>BRIEFING SESSION/SITE VISIT</b>	<b>NONE</b>
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## 13. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box. THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "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 must be addressed to:**

Manager (Supply Chain Management)  
Companies and Intellectual Property Commission (CIPC)  
Block F, **the DTIC** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

## ENQUIRIES

### **A. Supply Chain Enquiries**

Ms Ntombi Maqhula OR Mr Solomon Motshweni  
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 Sphiwe Mbatha : E-mail: [smbatha@cipc.co.za](mailto:smbatha@cipc.co.za)  
**OR**  
Mr Solly Bopape : E-mail : [sbopape@cipc.co.za](mailto:sbopape@cipc.co.za)

## 14. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE: 16 AUGUST 2022**

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

**BIDS CLOSING DATE: 16 SEPTEMBER 2022**

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

**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 SERVICES AND BID DEPOSITED IN THE INCORRECT BID BOX.**