



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

SPECIFICATION

To invite bids to appoint a Service Provider to licence and maintain the departments existing Tenable.SC Vulnerability Management environment for a period of three years.

Table of Contents

1.	PURPOSE.....	2
2.	BACKGROUND.....	2
3.	SCOPE OF WORK AND DELIVERABLES.....	2
4.	SKILLS TRANSFER.....	3
5.	STAFF PRODUCT KNOWLEDGE, CERTIFICATION AND EXPERIENCE	3
6.	SPECIAL CONDITIONS	3
8	PRICE	6
9	THE DTIC OBLIGATIONS.....	6
10	SERVICE PROVIDER'S OBLIGATION	7
11	SUBMISSION OF PROPOSALS AND BID EVALUATION CRITERIA	8
12	CONTRACTUAL PERIOD	11
13	CONTACT DETAILS	11

REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites interested Service Providers to submit proposals to appoint a service provider to licence and maintain the departments existing Tenable.SC Vulnerability Management environment for a period of three years.

NOTE: Should a vendor have reason to believe that the specification / Terms of Reference are not open to promote competition or that it is written for a particular entity; the vendor shall notify the Bid Office of **the dtic** within ten (10) calendar days after publication of the bid.

1. PURPOSE

- 1.1. The purpose of the request for proposal is to conclude a contract for the licencing and maintenance of the departments currently implemented Tenable.SC Vulnerability Management environment for a period of three years.

2. BACKGROUND

- 2.1. The Office of the Chief Information Officer (oCIO) is responsible for managing and maintaining the back-office infrastructure hosting the business-critical applications and services that enable the Department to carry out its mandate as well as to ensure the ICT security of the department as a whole.
- 2.2. One of the services provided by the oCIO is the security of all devices connected to the department network. To assist with the security of this environment, a Vulnerability Management solution (Tenable.SC) was procured.
- 2.3. Tenable.SC is implemented within the department on a Virtual appliance with numerous Nessus Scanners connected to the management station to allow for the scheduling of Vulnerability scans within the environment.
- 2.4. The department currently has a 1024 device licence to allow for the management of Vulnerabilities on these devices as identified by the vulnerability scanners.

3. SCOPE OF WORK AND DELIVERABLES

- 3.1. The oCIO requires the following scope of work and deliverables be provided through this process:
 - 3.1.1. Licencing of the current Tenable.SC solution with the OEM for the duration of the three-year period.
 - 3.1.2. Maintenance and support over the contract period for the Tenable.SC appliance as well as the implemented scanners.
 - 3.1.3. Developing of customised reports to allow the department to effectively report on vulnerabilities identified and tracked through the solution;

- 3.1.4. Version Control of the Tenable products implemented (ensure that the dtic is on the latest versions of all licensed products and required security patches have been implemented);

4. SKILLS TRANSFER

- 4.1. The successful bidder will work with the dtic staff from the Office of the Chief Information Officer for the duration of this contract in order to affect skills transfer (i.e. on the Job Training) while the successful bidder is engaged in the implementation of any aspect of this bid. (i.e. Support, maintenance, report creation, etc.)
- 4.2. No formalized classroom-based training is expected during this maintenance and support contract.

5. STAFF PRODUCT KNOWLEDGE, CERTIFICATION AND EXPERIENCE

- 5.1. The proposed staff for this project should comply with the following requirements:
- 5.1.1. The proposed staff should be in possession of the following:
- 5.1.1.1. The proposed staff should be certified by Tenable, and have extensive knowledge of, Tenable.SC and the Nessus Vulnerability scanner.
- 5.1.1.2. The proposed staff should have at least 5 years' experience in the support and maintenance of the products to be maintained and supported;
- 5.1.2. Bidders must submit a skills matrix of all proposed staff in the following format: **1st Column:** Name and Surname of staff member; **2nd column:** Relevant certifications(s) and courses successfully completed; **3rd column:** number of years' relevant experience indicated in numerical format; **4th column:** Examples of relevant previous work conducted in the management of the Tenable.SC Solution (as indicated in below table).

Name and Surname of staff member	Relevant Certification(s) and courses successfully completed	Number of years' relevant experience in <u>numerical</u> format (Only indicate the number of years performing relevant work / services).	Examples of relevant previous work conducted in the management and maintenance of the Tenable.SC solution. (This should be linked to the 5 years' experience as requested in 5.1.1.2)
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6. SPECIAL CONDITIONS

- 6.1. A service level agreement (SLA) must be signed with the successful bidder before work commences;
- 6.2. Proposed staff members must participate actively and be available to perform services in accordance with the contract. In instances where a proposed staff member is not available to perform services at a specific period in time, the bidder will be responsible to provide a

replacement with similar certifications and experience in order to guarantee the same standard of work to **the dtic**.

- 6.3. As previously indicated, **the dtic** reserves the right to vet all certifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a service provider;
- 6.4. Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 6.5. This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with treasury regulation 16a published in terms of the Public Finance Management Act, 1999 (act 1 of 1999). Special conditions of contract are supplementary to that of the general conditions of contract. Not all bids will contain special conditions of contract. Where, however, the special conditions of contract are in conflict with the general conditions of contract, the special conditions of contract prevail.
- 6.6. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 6.7. Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 6.8. The state reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 6.9. The bid office officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 6.10. All communication between the bidder and the bid office officials of **the dtic** must be done in writing.
- 6.11. Bidders must ensure that they are registered on the central supplier database (CSD) of the national treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 6.12. Bidders must ensure that their tax matters are in order in line with the preferential procurement policy framework act and the treasury regulations.
- 6.13. Bidders' whose tax matters are not declared to be in order will be disqualified.
- 6.14. Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 6.15. Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of confidential/secret/top secret (whichever one is stipulated in the relevant specification / tor). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the

safe performance of the contract may require.” (minimum information security standards. Chapter 5).

- 6.16. The points scored for functionality, price and B-BBEE points will be rounded off to the nearest 2 decimals as determined in the PP regulations of 1 April 2017.
- 6.17. In cases where the tender invitation is subject to a pre-qualification requirement based on sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 6.18. In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and B-BBEE).
- 6.19. Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 6.20. This bid is subject to the PP regulations of 1 April 2017.
- 6.21. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.22. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.23. Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 6.24. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or consortium party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 6.25. Regulation 13 (c) of the public service regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the public finance management act. As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.
- 6.26. **the dtic RESERVES THE RIGHT:**
 - 6.26.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

- 6.26.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 6.26.3. To accept part of a tender rather than the whole tender.
- 6.26.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- 6.26.5. To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- 6.26.6. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 6.26.7. Award to multiple bidders based either on size or geographic considerations.
- 6.27. **BIDDERS WILL BE ALLOWED TO SUBMIT QUERIES OR REQUEST CLARIFICATION UP TO ONE WEEK PRIOR TO THE CLOSING DATE OF THIS BID. THEREAFTER NO QUERIES / CLARIFICATION REQUESTS WILL BE RESPONDED TO.**
- 6.28. If the bidder failed to comply with any of the administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –
 - 6.28.1. Reject the bid and not evaluate it, or
 - 6.28.2. Accept the bid for evaluation, on condition that the bidder must submit within 7 (seven) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature

8 PRICE

- 8.1 The bid price must be an all-inclusive price that represent the total cost for the full completion of the project in line with the entire terms of reference which will be payable by **the dtic** to the appointed service provider upon satisfactory work delivery, in accordance with an agreed payment schedule which must be linked to set deliverables. The payment schedule will be stipulated in the SLA.
- 8.2 The bid price must be inclusive of VAT and quoted in RSA currency.
- 8.3 This project is a local project and the department is not liable for any travel and or subsistence claims for the duration of the contract. Any such costs must be included within the maintenance portion of the price schedule and are not billable on a time and material basis.

9 the dtic OBLIGATIONS

- 9.1 **the dtic** Project Manager will serve as the contact person on all matters relating to the

project;

- 9.2 **the dtic** Project Manager will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made;
- 9.3 **the dtic** will supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and such assistance as shall reasonably be required by Service Provider in carrying out their duties under this contract.

10 SERVICE PROVIDER'S OBLIGATION

- 10.1 The Service Provider undertakes to act as an independent contractor in respect of the work;
- 10.2 To work closely with the Project Manager responsible for the project in **the dtic**;
- 10.3 Attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 10.4 The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;
- 10.5 The Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;
- 10.6 The Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;
- 10.7 All information availed to the Service Provider in the course of the project must be deemed confidential and will remain the property of **the dtic**;
- 10.8 The Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by **the dtic** strictly confidential;
- 10.9 The Service Provider must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 10.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;
- 10.11 The Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;
- 10.12 The Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

11 SUBMISSION OF PROPOSALS AND BID EVALUATION CRITERIA

- 11.1 The 80/20 principle will apply in evaluating the proposals in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act; Act no 5 of 2000 that came into effect on 1 April 2017.
- 11.2 Bidders must submit their functional proposal in a sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the original / original certified copy of the BBBEE certificate or Affidavit.
- 11.3 The financial proposal (SBD 3.3) must be submitted in the same sealed envelope as the functional proposal mentioned above.
- 11.4 All proposals will be evaluated in terms of the following process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:
- 11.5 **First phase:** Mandatory evaluation. This evaluation is based on the functional proposal submitted. For this phase, all mandatory requirements must be met and explained to ensure that the proposal can be evaluated. Only proposals that meet the mandatory requirements will proceed to the second phase.
- 11.6 **Second phase:** Price and BBBEE status level. Points will be calculated for price and BBBEE scores in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 that came into effect on 1 April 2017 (PP Regulations 1 April 2017).
- 11.7 **EVALUATION CRITERIA: MANDATORY REQUIREMENTS**
- 11.7.1 If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance and the bid **WILL be disqualified**. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon, or substantiated it shall be regarded as mandatory non-performance / non-compliance and the bid **WILL be disqualified**.
- 11.7.2 The bidder undertakes to provide the service in accordance with the Service Performance Standard listed below:

Provision has been made within this bid to provide the department with maintenance and support for 1024 devices, including the	Comply	Not comply

development of reports as and when required, of the Tenable.SC and Nessus Vulnerability management products.		
<p>Please explain how this maintenance and support is envisaged over the period. Please stipulate your Resolution Times, fault logging process and how Pro-Active management of the solution will be conducted during this process. The maintenance requirement for this Specification is Business days only during the hours 08H00 – 16H30. It is expected that any work commenced during this time will be finalised without being delayed to the next day. (Please provide the page and paragraph where this information can be found within the response.)</p>		

The Service provider is accredited with the OEM to Licence, Support and Maintain Tenable products as required within this proposal.	Comply	Not comply
<p>Provide a Letter or Certificate as proof of relevant accreditation from OEM. (Please provide the page and paragraph where this information can be found within the response.)</p>		

Patch and release management have been included within the proposal.	Comply	Not comply
<p>Explain how pro-active Patch and release management have been catered for within the proposal. (Please provide the page and paragraph where this information can be found within the response.)</p>		

The bidder has staff with the requisite skill required to support and maintain the Tenable solution.	Comply	Not comply

As per the requirements requested in section 5, A skills matrix showing Tenable skills and certifications by staff has been included which shows compliance with the department's requirements. (Please provide the page and paragraph where this information can be found within the response.)

PRICE AND PREFERENCE POINTS

	<u>80/20 PRINCIPLE</u>	POINTS
1	<u>Price</u>	80
2	<u>B-BBEE status level of contribution</u>	20
	MAXIMUM POINTS	100

No	Product description	Number of Devices / Licenses	Price Year 1 (VAT excl.)	Price Year 2 (VAT excl.)	Price Year 3 (VAT excl.)	Total Price (Year 1 – 3)
1.	Tenable.SC Vulnerability Management Solution	1024 Managed Devices				
2.	Maintenance and Support	N/A				
3.	SUBTOTAL (VAT Excl.)					
4.	VAT (15%)					
5.	SUBTOTAL (VAT Incl.)					

11.9 LOCAL and IMPORTED PORTION OF PRICING

11.9.1 **BID EXCHANGE RATE CONDITIONS.** The bidders must use the exchange rate provided below to enable the dtic to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

11.9.2 RATE OF EXCHANGE PRICING INFORMATION

Foreign Price, where –

- (a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) ruling at 12H00 on the date of bid advert.

No	Description	Price YEAR 1 (Vat Excl.)	Price YEAR 2 (VAT Excl.)	Price YEAR 3 (VAT Excl.)	Total Price (Year 1 – 3)
1.	LOCAL Price (ZAR)				
2.	FOREIGN Price (ZAR)				
3.	Exchange Rate				
4.	SUBTOTAL (VAT Excl.)				
5.	VAT (15%)				
6.	TOTAL (VAT Incl.)				
7.	BID TOTAL				

12 CONTRACTUAL PERIOD

- 12.1 The contract will run for a period of three (3) years and the inception date will be determined in the SLA. Bidders must please take note that no contract will come into existence before the SLA is agreed to and is signed by both parties.

13 CONTACT DETAILS

Please direct all **technical** questions to:

Mr Alister Watts

Office of the Chief Information Officer (OCIO)

Department of Trade, Industry and Competition

E-mail: awatts@thedtic.gov.za

Please direct all **bid related** questions to:

Mrs. Y Cronje

Office of the Chief Financial Officer (OCFO)

Department of Trade, Industry and Competition

Block B (Entirweni), First Floor, **the dtic** campus

77 Meintjies Street, Sunnyside, 0002

Email: Ycronje@thedti.gov.za



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria Tel (012) 394 5000

IMPORTANT NOTICE

Bidders are hereby requested to submit tender documents in the following format:

**1 X FUNCTIONAL PROPOSAL (HARD COPY) AND SBD
1, 3.2, 4, & 6.1 FORMS, GENERAL CONDITIONS OF
CONTRACT AND THE ORIGINAL / ORIGINAL
CERTIFIED COPY OF THE B-BBEE CERTIFICATE OR
AFFIDAVIT IN A SEALED ENVELOPE / FILE.**