



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 Trellix/McAfee Web Gateway and Web Reporter security environment for a period of three years.

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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 Trellix/McAfee Web Gateway and Web Reporter security environment for a period of three years.

NOTE: Should a vendor have reason to believe that the specification is 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 project is to conclude a contract for the licencing and maintenance of the departments currently implemented Trellix/McAfee Web Gateway and Web Reporter security 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 securing internal computers when they connect to the Internet. This is done through the implementation of Trellix/McAfee Web Gateway on the perimeter as a forward proxy.
- 2.3 The Trellix/McAfee Web Gateway is implemented in a “explicit proxy HA mode” consisting of 2 virtual server nodes.
- 2.4 All generated logs are currently exported via the product to Trellix/McAfee Web Reporter for analysis and reporting purposes. The department has numerous self-created reports in use within the Web Reporter solution.
- 2.5 The department currently has 1450 staff with numerous servers (150 Seats) that access the Internet through this solution. At the same time, there are three other companies (DSBD - 250 Seats), (BBBEE Commission - 100 seats), (and ITAC - 200 Seats) that also access the internet via this solution.

3 SCOPE OF WORK AND DELIVERABLES

- 3.1 The following scope of services is required during the 3 years period:
 - 3.1.1 Licencing of the current Trellix/McAfee Web Gateway and Trellix/McAfee Web Reporter / Content Security Reporter solution with the OEM for the three-year period.
 - 3.1.2 Upgrade the unsupported Trellix/McAfee Web Reporter platform to the Trellix/McAfee Content Security Reporter platform.

- 3.1.3 Implementation of 10 customized Reports within the Content Security Reporter environment based on current customised reports within the Trellix/McAfee Web Reporter solution.
- 3.1.4 Maintenance and support on the Licensed Trellix/McAfee products.
- 3.1.5 Ensuring that the Trellix/McAfee environment is performing optimally (i.e. Rule base is implemented according to best practice, Export and reporting of logs within the Content security environment occurs timeously, Web connectivity is secured as per the departments requirements, etc);
- 3.1.6 Onsite and possible Offsite Support and Maintenance as and when required by **the dtic** through the logging of a support or maintenance ticket;
- 3.1.7 Version Control of the Trellix/McAfee products (ensure that **the dtic** is on the latest versions of all licensed Trellix/McAfee products and required security patches have been implemented);
- 3.1.8 Monthly detailed reports configured to be delivered automatically from Web Reporter / Content Security Reporter;

4 SPECIAL CONDITIONS

- 4.1 A service level agreement (SLA) must be signed with the successful bidder before work commences;
- 4.2 As previously indicated, **the dtic** reserves the right to vet all documentation provided by bidders to prove valid registration with the OEM prior to the appointment of a service provider;
- 4.3 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with the dtic.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

- 4.9 All communication between the bidder and the bid office officials of **the dtic** must be done in writing.
- 4.10 Bidders must ensure that they are registered on the central supplier database of the national treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 4.11 Bidders must ensure that their tax matters are in order in line with the preferential procurement policy framework act and the treasury regulations.
- 4.12 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 4.13 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 4.14 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).
- 4.15 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.
- 4.16 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.
- 4.17 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).
- 4.18 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 4.19 This bid is subject to the PP regulations of 1 April 2017.
- 4.20 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.
- 4.21 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.
- 4.22 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.

- 4.23 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.
- 4.24 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.
- 4.25 **the dtic** reserves the right:
- 4.25.1 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).
 - 4.25.2 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).
 - 4.25.3 To accept part of a tender rather than the whole tender.
 - 4.25.4 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.
 - 4.25.5 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.
 - 4.25.6 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.
 - 4.25.7 Award to multiple bidders based either on size or geographic considerations.
- 4.26 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.
- 4.27 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 –
- 4.27.1 Reject the bid and not evaluate it, or
 - 4.27.2 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

5 PRICE

- 5.1 The bid price must represent the total cost for the supply and service over the three-year period which will be payable by **the dtic** to the appointed Service Provider on an annual basis 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.
- 5.2 The yearly prices must be for the supply of 2000 Trellix/McAfee Web Gateway and Trellix/McAfee Web Reporter / Content Security Reporter Licenses with updates, upgrades and system maintenance per year (please refer to the attached SBD 3.2 pricing schedule for complete pricing).
- 5.3 All prices shall be quoted in South African currency and must be inclusive of VAT (if registered as a VAT vendor).
- 5.4 At a minimum, the department will only facilitate yearly payments for the licences and support. The department will not accept bids that require payment of the licencing for three years up front.
- 5.5 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.

- 5.6 The cost schedule as shown below must be completed detailing the proposals costs over the three-year period.

No	Product description	Amount of Devices / Licenses	Price Year 1 (VAT excl.)	Price Year 2 (VAT excl.)	Price Year 3 (VAT excl.)	Total Price (Year 1 – 3)
1.	Trellix/McAfee Web gateway with a minimum of 2 Virtual Appliances (HA)	2 Virtual Appliances				
		2000 concurrent device connections				
2.	Web Reporter / Content Security Reporter					
3.	Upgrade of Web Reporter to Content Security Reporter	N/A		N/A	N/A	
4.	Solution Administration, Maintenance and Support	N/A				
5.	SUBTOTAL (VAT Excl.)					
6.	VAT (15%)					
7.	SUBTOTAL (VAT Incl.)					

5.7 LOCAL and IMPORTED PORTION OF PRICING

- 5.7.1 **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	

5.7.2 RATE OF EXCHANGE PRICING INFORMATION

Foreign Price, where –

- Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- 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.	FOREIGN Price (ZAR)				
4.	Exchange Rate				
5.	SUBTOTAL (VAT Excl.)				
6.	VAT (15%)				
7.	TOTAL (VAT Incl.)				
8.	BID TOTAL				

6 the dtic OBLIGATIONS

- 6.1 **the dtic** Project Manager will serve as the contact person on all matters relating to the project;
- 6.2 **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;
- 6.3 **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.

7 SERVICE PROVIDER'S OBLIGATION

- 7.1 The Service Provider undertakes to act as an independent contractor in respect of the work;
- 7.2 To work closely with the Project Manager responsible for the project in **the dtic**;
- 7.3 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;
- 7.4 The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;
- 7.5 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;
- 7.6 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;
- 7.7 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**;

- 7.8 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;
- 7.9 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;
- 7.10 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**;
- 7.11 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;
- 7.12 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.

8 EVALUATION OF BIDS

- 8.1 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.
- 8.2 All bids will be evaluated based on compliance with the set specification (mandatory requirements). Only bids that fully comply with all the mandatory specification requirements will be deemed acceptable and will be scored on price and B-BBEE points in terms of the 80/20 preference point system.

PRICE	80
B-BBEE	20
TOTAL	100

9 MANDATORY REQUIREMENTS / SPECIFICATION EVALUATION

- 9.1 If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance **WHICH WILL LEAD TO AUTOMATIC DISQUALIFICATION**. 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.
- 9.2 The bidder undertakes to provide the service in accordance with the Service Performance Standard listed below:

MANDATORY REQUIREMENTS

(a) Support and Maintenance, as and when required by the dtic, through the logging of a support or maintenance ticket has been included within the proposal.	Comply	Not comply
Please explain how the support and maintenance in regards to the solution is envisaged over the period of the contract and reference where this information can be found within your submitted proposal. Please also state how Preventative maintenance, Performance Maintenance, and normal fault maintenance has been envisaged to be performed over the duration of this contract. (Please provide the page and paragraph where this information can be found within the response.)		

(b) The bidder must be accredited to supply licenses, as well as support and maintenance of the following Trellix/McAfee products; * Trellix/McAfee Web Gateway * Trellix/McAfee Web Reporter / Content Security Reporter	Comply	Not comply
In order to prove this, the bidder must submit a copy of a valid letter or certificate from the OEM as proof that the bidder is accredited. (Please provide the page and paragraph where this information can be found within the response.)		

(c) Upgrade of Trellix/McAfee Web Reporter to Trellix/McAfee Content Security reporter has been planned for within the bid. Once this is finalised, the creation of at least 10 customised reports would have been created for the department.	Comply	Not comply

Explain what the requirement for such and upgrade are and provide a detailed breakdown of how such an upgrade is envisaged to occur. (Please provide the page and paragraph where this information can be found within the response.)

(d) The creation of at least 10 customised reports has been included within the proposal.	Comply	Not comply

Indicate how customised reports are created and the estimated time to create such reports. (Please provide the page and paragraph where this information can be found within the response.)

(e) Patch and release management has been included within the proposal.	Comply	Not comply

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.)

10 CONTRACTUAL PERIOD

- 10.1 The project should be completed within three (3) years from the date of last signature on the service level agreement that will be signed by both parties. Bidders must please take note that no contract will come into existence before the SLA is agreed to and is signed by both parties.

11 CONTACT DETAILS

Please direct all **technical** questions to:

Mr Alister Watts

Office of the Chief Financial Officer (OCIO)

Department of Trade and Industry

E-mail: awatts@thedti.gov.za

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

Mrs. Y Cronje

Office of the Chief Financial Officer (OCFO)

Department of Trade and Industry

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

77 Meintjies Street, Sunnyside, 0002

Email: Ycronje@thedti.gov.za



the dtic

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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 HARD COPY OF PROPOSAL WITH 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.