

ANNEXURE “H”



Companies and Intellectual
Property Commission
a member of the **dtic** group

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 11/2021/2022

**DESCRIPTION: INVITATION TO ICT SERVICE PROVIDERS
TO PROVIDE AN EXTENDED DETECTION
AND RESPONSE SOLUTION**

CONTRACT PERIOD: ONE (1) YEAR

**CLOSED TENDER: TO AUTHORIZED PALOALTO NETWORKS
PARTNERS/RESELLERS**

BID CLOSING DATE: 14 DECEMBER 2021

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

Table of Content

1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP).....	3
2. COMPLUSORY BID REQUIREMENTS.....	5
3. PURPOSE.....	7
4. BACKGROUND.....	7
5. REQUIREMENTS.....	8
6. SCOPE OF WORK.....	10
11. SPECIAL CONDITIONS	12
12. EVALUATION PROCESS (Criteria).....	13
The evaluation will be completed in 2 phases:.....	13
12.1 PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS	13
All bidders that advance to Phase 2 will be evaluated on price as follows:	14
<u>13. Preferential Procurement Policy</u>	<u>14</u>
Pricing	14
15. SUBMISSION OF PROPOSALS.....	17
16. ENQUIRIES	17
A. Supply Chain Enquiries	17



Companies and Intellectual
Property Commission

a member of the DCA group

1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)

- i. CIPC's standard conditions of purchase shall apply.
- ii. Late and incomplete submissions will not be accepted.
- iii. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
- iv. 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.
- v. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
- vi. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
- vii. 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.
- viii. CIPC reserves the right to negotiate with the successful bidder on price.
- ix. The service provider must ensure that their work is confined to the scope as defined.
- x. 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.
- xi. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
- xii. 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.
- xiii. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- xiv. All prices quoted must be inclusive of Value Added Tax (VAT)**
- xv. All prices must be quoted in South African Rand**
- xvi. All prices must be valid for 120 days**
- xvii. 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.
- xviii. 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.
- xix. 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.
- xx. 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.

- xxi. 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.
- xxii. 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.
- xxiii. CIPC will enter into Service Level Agreement with the successful Service Provider.
- xxiv. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- xxv. 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.



Companies and Intellectual
Property Commission
a member of the **dtic** group

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** 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 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**

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). *Failure to comply with this requirement will disqualify the bid.*
- 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
 - ❖ BIDDERS TO REFER TO ANNEXURE A PAGE 13 REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 13 of 17 of the Terms of reference under Mandatory Requirements

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

I, the undersigned (NAME).....certify that:

I have read and understood the conditions of this tender.

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....
Signature

.....
Date



Companies and Intellectual
Property Commission
a member of the **dtic** group

3. PURPOSE

To procure the supply, implementation and support of an Extended Detection and Response solution. An additional security component is now a critical security requirement to ensure the following;

- Continued and uninterrupted provision of ICT and core business services
- Maintenance of the systems and business data integrity
- Defence and mitigation against further cyber-security attacks

Failure to implement additional security components will expose CIPC to multiple risks that will render the organization inoperable in the event of a security incident. A number of South African state entities, including CIPC, are currently facing a number of cyberattacks that are affecting negatively on service delivery objectives.

At CIPC, the ICT systems continues to experience a number of intermittent intrusion attempts, unauthorized file creations and other undefined system interferences. The majority of these abnormalities are immediately corrected as and when it occurs or reported, however technically the root cause and/or identification of the other incident sources is not clearly identifiable.

The current state put the organizations at significant risks that include the following:

- Destruction of the computer networks and company data
- Data encryption and harvesting
- Public exposure of confidential customer and business data
- Organizational reputational damage

CIPC is the sole provider of the company registrations, Intellectual Properties and the related regulatory frameworks and as such, unavailability of the ICT systems will have negatively implications that includes the following;

- Legal position of registered entities including the JSE listed companies
- Banking sector operability relative to the entities and directorship
- Entities verification for legal contracts and public tenders
- Unavailability of a major mission critical economic component of the department of Trade, Industry and Competition (DTCIC)

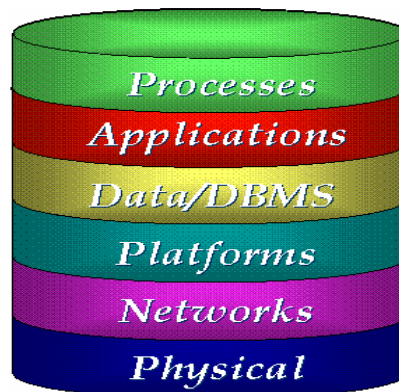
4. BACKGROUND

In compliance with the Companies Act 2008, CIPC must provide the following services:

- Registration of corporate entities and intellectual property rights;
- Maintenance of accurate, up-to-date and relevant information concerning companies, corporate entities and intellectual property rights, and the provision of that information to the public and to other organs of state;
- The promotion of education and awareness of company and intellectual property laws, and related matters;
- The promotion of compliance with the Companies Act, and any other applicable legislation;
- Widest possible enforcement of the Companies Act;
- Promotion of the reliability of financial statements by monitoring compliance;
- Promoting voluntary resolution of disputes arising in terms of the Companies Act; and
- Research and reporting on matters of national policy and intellectual property law.

5. REQUIREMENT

CIPC has adopted a multi-layered, defense-in-depth security strategy to minimize the possibility of various threats being exploited and to optimize our investment in security solutions.



As part of defense in depth strategy, there is a requirement to implement the Extended Detection and Response solution. A fit for purpose security product Cortex XDR was implemented in the CIPC production environment to counter the prevailing attempts and to further capacitate and complement the existing McAfee security system. The Cortex XDR implemented as a trial mode, was an emergency recommendation to ensure that the business operations are secured. The solution as bolstered and enhanced the operations of CIPC by providing the visibility by detecting and responding to threat on the environment.

5.1 THE SOLUTION MUST MEET THE FOLLOWING REQUIREMENTS:

Requirement	Quantity
End users	500
Workstations	550
Servers	200
Cloud environments	Azure AD (MS Teams) and SharePoint Online
Network appliances	HP Switches 2 X FWB 400D 2 X FML 200 2 X FG 2000E 2 X FG 3240C 2 X NS 7100 2 X NS 9100 2 X MWG 5000 5 X NDLP 5000 1 X NTBA
Firewall	At least 12 Million concurrent sessions At least 750 000 new sessions per second

PLEASE NOTE: CIPC reserves the right to procure only selected components, layers or services based on the solution proposed

In addition to providing the appropriate solution, the Service Provider must have the following capabilities:

5.2 SOLUTION PROVIDER CAPABILITY

Capability	Description
Firewall Requirements	The solution must integrate with the existing CIPC firewall solution to ensure network inspection, share threat intelligence and agent for protection, detection and response
Endpoint Protection Requirements	Customisable prevention rules. Compatible with network security for endpoints to secure remote access and URLs
Investigation Requirements	Automated root cause of alerts. Visualization of chains of execution Query of log data from cloud, network, endpoints, identity and forensics Forensics investigation of incidents
Incident Management Requirements	Automated grouping of related alerts from various sources into a single incident Customizable incident scoring End to end management of incident lifecycle
Threat Intelligence	Ability to alert on known malicious objects on endpoints with indicator of compromise rules Ability to scan historic data for indicator of compromise Indicator of compromise creation using APIs
Response Requirement	Remote terminal capability Full CMD, PowerShell commands on the Windows environment Full Bash and Python commands on Linux/Unix Automatic and manual collection or retrieval of quarantined files and objects
Visibility and Detection Requirements	Behavioral analytics Supervised and unsupervised machine learning Identity analytics Predefined and customizable behavior based rules MITRE ATT&CK tactics and techniques , incidents, detection rules Vulnerability Assessment Forensics data collection before or after an incident occurs Ability to gather and integrate forensics data from offline and air-gapped devices
Data Collection and Data Integration Requirements	Ability to ingest logs from any data source, including network, endpoint, cloud, identity, application Device information Analytics Process information Analytics File information Analytics Network activity Analytics Registry activities Analytics Security alerts Analytics

Capability	Description
Endpoint Agent System Support and Resource Requirements	Support Windows, Linux and Unix
Deployment, Management and Security	Single web based management console Multi factor authentication for management
Data Retention and Coverage Requirements	Visibility into lateral movement across network and other parts of the infrastructure Detection and response for threats involving remote users Retention of audit logs of administrative and investigative activity
Managed Service Requirement	24/7 round monitoring and threat hunting Ability to ingest, prioritise, and triage alerts from all vendors Identification and validation of critical threats in one hour or less Monitoring and detection of behavioral anomalies of users
Knowledge & Expertise	The supplier must demonstrate and provide evidence of knowledge and experience in implementing similar solution and understanding of CIPC or similar business environments.
Resources	The supplier must have sufficient quantity and quality of resources with appropriate skill and/or certification to implement and support the solution provided.
Project Management	The supplier must use sound project management approaches to ensure success of development, implementation and support projects.
Support	The supplier must be able to meet agreed service levels, use effective processes, standards and procedures for service management and must be able to call on the solution vendor/manufacturer for support if required.
Training & skills transfer	The supplier must be able to provide training for and transfer knowledge to CIPC staff training 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.

6. SCOPE OF WORK

Provide an Extended Detection and Response solution consisting of:

- End users
- Workstations
- Servers
- Cloud environments
- Network appliances
- Firewall logs
- Applications
- XDR security event logging and reporting solution;
- Implementation of the solution;
- Support and maintain for the solution for 1 year;
- Provide ad hoc project or other services as required; and
- Train and transfer skills to CIPC staff.



Companies and Intellectual
Property Commission
a member of the dtic group

7. CONTRACT DURATION

- The contract duration is for One (1) year for the support and maintain for the solution
- The service providers should indicate through a project plan how they will design, implement and support the solution over a 1 year period.
- A Service Level Agreement (SLA) will be entered into with the successful bidder.

8. COSTING

- **Please refer to Annexure "A" ON PAGE 15 AND 16 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

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

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.

FAILURE TO COMPLY WITH THE REQUIREMENTS AS STATED IN ANNEXURE A AND PAGE 6,15 AND PAGE 16 OF THIS TOR SHALL IMMEDIATELY DISQUALIFY A BIDDER.

9. REPORTING

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

10. WORKING CONDITIONS

10.1 Equipment

N/A

10.2 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.

10.3 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.

10.4 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.

10.5 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.

11. 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 consultants 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);
- 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.



Companies and Intellectual
Property Commission
a member of the dtic group

12. 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).

Evaluation (Phases)

The evaluation will be completed in 2 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Pricing and Preferential Procurement policy

12.1 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 will be disqualified for non-submission of any of the documents. A letter / testimonial /certification from the software owner authorizing the resale and support of the Cortex XDR must be submitted. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.**

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		Bidders must submit Tax Clearance Certificate (TCC) PIN The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – 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 https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to Annexure "A": 15 AND 16 OF 17 REFER TO PAGE 6 and 15 AND 16 OF 17		Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract) FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
9.	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 17		Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
10.	IMPORTANT: A letter / testimonial /certification from the software owner authorizing the resale and support of the Cortex XDR must be submitted. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		<ul style="list-style-type: none"> The letter or a testimonial must 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. All bidders are required to comply with this requirement. Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified. The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
11.	BRIEFING SESSION/SITE VISIT		NOT APPLICABLE FOR THIS BID

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

12.2 Phase 2: PRICING AND PREFERENTIAL PROCUREMENT POLICY

All bidders that advance to Phase 2 will be evaluated on price as follows:

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
Total	100

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand: [failure to comply with all the above requirements for costing shall immediately invalidate the bid](#)
- 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.

NB: PLEASE PRINT AND INCLUDE IN PRICING ENVELOP

ANNEXURE “A” : PRICE SCHEDULE

13. 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 17 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period 1 year. 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.**

(Format for price quotation):

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of deliverables set below

Phase/ Stage	High level Activities	Time Frames	Deliverable(s)	Comments (if any)	Budget (incl. VAT)
e.g. Stage 1		Measured in weeks/ days			
		TOTAL DURATIONS:			TOTAL BUDGET (Incl VAT):

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	Extended Detection and Response Installation (Endpoint and Network)	As proposed	
2	24/7 Threat Hunting	As proposed	
3	Incident Response, Forensic and Investigation	As proposed	
4	Event Logging and Reporting	As proposed	
5	Threat Intelligence	As proposed	
6	Professional Support (Please show per component)	As proposed	
7	Implementation (Please show per component)	As proposed	
8	Additional Project/Support Hours (Inclusive of Threat Remediation)	800 hours	
	Total		

TOTAL PRICING OVER THE PERIOD OF 1 YEAR: THIS AMOUNT MUST BE CARRIED OVER TO SDB 3.3 AND SBD FORM 1 AT THE TOTAL BID PRICE THAT WILL BE USED FOR PRICE EVALAUTION OF THIS BID. FAILURE TO COMPLY WITH THIS REQUIREMENTS SHALL IMMEDIATELY DISQUALIFY THE BID

	Amount Vat Exclusive	Vat Amount	Amount inclusive of Vat
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 FOR 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 **dtic** group

14. BRIEFING SESSION

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

A compulsory briefing session shall be held in which potential bidders/individuals shall be briefed on the scope of the contract and provided the opportunity to have any uncertain aspects of the bid clarified. Tenderers are required to confirm their attendance

Compulsory Briefing Session/Site Visit	
Date of the Compulsory Briefing Session:	N/A

NB: COVID -19 REGULATIONS TO BE ADHERED TO

15. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the **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 should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

the dti Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

16. ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: SMotshweni@cipc.co.za OR Nmaqhula@cipc.co.za

B. Technical Enquiries

Mr. Sphiwe Mbatha

Contact No: (012) 394 1504

E-mail: smbatha@cipc.co.za

BIDS OPENING DATE: 11 NOVEMBER 2021

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 14 DECEMBER 2021

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

NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICE.

NB: COVID -19 REGULATIONS TO BE ADHERED TO