



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

ANNEXURE: "H"

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: CIPC Bid No: 08 2026 2027

DESCRIPTION: INVITATION TO ICT SERVICES PROVIDER TO PROVIDE TRELLIX SKYHIGH SUITE LICENSE RENEWALS, SUPPORT AND MAINTENANCE

CONTRACT PERIOD: ONE (1) YEAR

BID CLOSING DATE: 10 September 2026 (11:00am)

COMPULSORY BRIEFING SESSION: N/A

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" SITUATED AT THE DTIC MAIN GATE

TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)

1. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter.
2. 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.
3. 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.
4. 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.
5. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
6. 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.
7. CIPC's standard conditions of purchase shall apply.
8. Late and incomplete submissions will not be accepted.
9. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before RFP closing date.
10. 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 RFT. Certified copies of the Tax Clearance Certificate will not be acceptable.
11. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
12. This RFT will be evaluated in terms of the **80/20 or 90/10** system as prescribed by the Preferential Procurement Regulations, 2001.
- 13. If this bid contains functional evaluation criteria and cutoff points is not stated under the evaluation below, then the cutoff points will be 60 points**
14. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
15. As the commencement of this project is of critical importance, it is imperative that the services of 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.
16. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
17. All price quoted must be inclusive of Value Added Tax (VAT)
18. All prices must be valid for 90 days.
19. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
20. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Commissioner or his delegate.
21. The service provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
22. CIPC will enter into Service Level Agreement with the successful service provider.



23. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation, focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
24. Travel between the consultants home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
25. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website (www.treasury.gov.za).
26. The successful bidder, which includes active company directors and resources assigned to the project, will undergo a security screening process. The appointment is contingent upon the positive results of this security screening. If any serious negative information arises during this process, the CIPC reserves the right to re-evaluate and withdraw the award and consider alternative options.
27. Occupational Health and Safety Obligations
- The bidding service provider is required to provide assurance by submitting the necessary and/or obligated Occupational Health and Safety requirements to CIPC.
- The necessary and/or obligated Occupational Health and Safety requirements based on the scope of work for bidding purposes includes:
- Bidding Companies signed Health, Safety & Environmental Policy Signed by Bidder's CEO OHS Act Section 16(1).
 - The Acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements.
 - Bidding Companies valid COIDA Letter of Good Standing, or a licensed compensation insurer.
- Upon award, the following OHS Obligations shall be applicable but are not limited to:
- The Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement
 - Other Occupational Health & Safety requirements (OHS file) compliance specific to the scope.
28. Fraud and Corruption:
- 28.1 The Service Provider selected through this TOR 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 mis-presentation 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. 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. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

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

I have read and understood the conditions of this RFP.

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

.....

Signature

.....

Date



1. **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) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) **Important:** The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.
- i) The **USB** must contain the **exact** documents/ information submitted in the original copy which is only for record keeping
- j) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are **no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders.** **Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders**
- k) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- l) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- m) All pages must be signed, numbered and initial as per the original copy
- n) The USB must be submitted in **PDF format ONLY** and must be **read ONLY, NO Passwords Protection**
- o) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- p) Bidders to ensure that USB 's are not password protected
- q) **IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- r) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

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

2. **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")- [REFER TO ATTACHED SBD FORMS](#)
 - d) The total price (*ceiling price*) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). **AND COMPLIANCE TO "ANNEXURE "A" PAGE 19**
 - 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 COPY PRINTED
- 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: **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
 - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE PAGE 14**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDER'S LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

NB: Bidders must also refer to page 14 of 21 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. INTRODUCTION

(N/A)

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.

6. PURPOSE

To procure the Trellix Skyhigh Suite license renewals, including support and maintenance for a period of 1 year. The scope of work will include the supply, configuration, support, and maintenance of the solution for the duration of the contract.

The Trellix Skyhigh Suite is a critical security requirement for CIPC to ensure the following.

- Continued and uninterrupted provision of ICT and core business services
- Maintenance of the systems and business data integrity
- Defense and mitigation against cybersecurity attacks

This is a crucial project for the continued sustainability of CIPC to deliver on its core mandate to the citizens. At CIPC, cybersecurity and its associated risks are organizational imperatives that must always be safeguarded. Most of the cybersecurity attempts are immediately corrected as and when they occur or are reported. Given the rising cyberattacks on the South African organizations, CIPC is not immune and must remain vigilant as well as equipped to detect and respond timeously to cyberattacks.

CIPC is the sole provider of the company registrations, Intellectual Properties and the related regulatory frameworks and as such, unavailability of the ICT systems are considered negative 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 (DTIC)

The renewal of Trellix Skyhigh Suite is a priority for ICT as this is part of the Information Security Management System (ISMS) Roadmap and strategy. It is recommended that the procurement, support and maintenance of the Trellix Skyhigh Suite renewal be approved.

7. REQUIREMENTS

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 renew the Trellix Skyhigh Suite licenses with support and maintenance.

SKYHIGH SECURITY		
Product Name	Channel SKU	Quantity
Skyhigh SSE Essential with DSPM Bundle	DSSEEDDEE-AA	815
Skyhigh SWG 5000-E Appliance	WBG5000ESD	1
Skyhigh SWG 5000-E Appliance	WBG5000ESD	1
Skyhigh Secure Browser Controls	SEBSCDEE-AA	815
Skyhigh Security Professional Services (Prepaid)	MSH-CUSTCON-DAYPP	7
Skyhigh Security Service Level - Advanced	SS-SERVICE-LEV-ADA	1
TRELLIX		
Product Name	Channel SKU	Quantity
Trellix Data Loss Prevention Suite	TDLYCM-AA-AA	815
Trellix Threat Intelligence Exchange	TIEYFM-AA-FA	815
Trellix Data Encryption Suite	CDBYFM-AA-FA	815
Trellix DLP 7700-A Appliance	DLP7700ANBDA	1
Trellix DLP 7700-A Appliance	DLP7700ANBDA	1
Trellix DLP 7700-A Appliance	DLP7700ANBDA	1
Trellix DLP 7700-A Appliance	DLP7700ANBDA	1
Trellix DLP 7700-A Appliance	DLP7700ANBDA	1
Deployment Consulting Daily - Prepaid	MD-DEPLOY-DYPPA	5

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

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 known / unknown 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 and AI 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

Support and Maintenance Services

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 activities
Managed Service Requirement	24/7 round monitoring and threat hunting Ability to ingest, prioritize, 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.**

8. Scope of Work

Provide a Trellix Skyhigh Suite that is capable of supporting the following environments with renewal of licenses:

- Workstations
- Servers
- Cloud environments
- Firewall logs
- Applications
- Support, maintain and renewal of licenses for the period of 1 year.

9. Time frames

The service providers should indicate through a project plan how they will implement, support and maintain the solution over a **1 Year period**.



10. Pricing and Costing

Please refer to Annexure A for the details on how pricing should be submitted:

Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to **CLEARLY** indicate the price

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 components, Trellix Skyhigh layers or services based on the solution proposed.

11. Reporting

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

11.1 Working Conditions

11.2 Equipment

11.3 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.

11.4 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, trademarks or other protected rights on any software or related data used by the resources.

11.5 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.

11.6 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.

12. WORKING CONDITIONS

12.1 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.

12.2 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, trademarks or other protected rights on any software or related data used by the resources.

12.3 Quality Management

The Service Manager will subject the quality and standard of service rendered by resources to quality control measures. Should CIPC be of the opinion that the quality of work is not to the required level, the service provider services will be reviewed. The service provider will carry the cost related to the review outcomes.

12.4 Occupational Health and Safety Obligations

CIPC is committed to ensure a safe work environment, imposing protection towards the health and safety of all personnel and preventing workplace injuries or losses. Mandataries/ service providers are employers, with duties prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended and other legislative obligations. Mandataries/ service providers shall strictly adhere to and ensure that their personnel adhere to the provisions of the OHS Act 85 of 1993 inclusive of required OHS obligations (CIPC OHS requirements and all other applicable legislation).

The service provider shall ensure that all reasonable precautions are taken to maintain the health and safety of persons in execution of the service. The service provider shall undertake not to do, or not to allow anything to be done, which will contravene any of the provisions of the Occupational health and safety act, regulations and other related obligations.

13. 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 – 80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

13.1 Evaluation Process (Phases)

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).

The evaluation will be completed in 2 phases:

- Phase 1: Compliance to minimum requirements and/or mandatory requirements
- Phase 2: Functional Evaluation
- Phase 3: Pricing and Preferential Procurement policy

Phase 1: Compliance to minimum requirements

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (ex. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

Phase 2: Functional Evaluation (As per evaluation criteria below)

During Phase 2, bidders will be evaluated and those who scored a minimum of 60 points will advance phase 3.



13.2 PHASE 1: MANDATORY REQUIREMENTS

Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)

- Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- Submission and completion of the Declaration of Interest.
- Submission of an original and valid Tax Clearance Certificate.
- Submission of the company's registration certificate from the Register of Companies (CIPC).
- Submission of a valid BEE certificate or Sworn Affidavit (**Failure to submit will disqualify your bid**).

FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance with 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	Total
		1	2	3	4	5		
1.	OEM Certification / Partnership Status The bidder must provide a valid OEM Partnership Certificate issued by the Original Equipment Manufacturer (OEM) for the proposed solution (Trellix / Skyhigh Security). The partnership level will be evaluated as follows: 1 = No OEM Partnership Letter or Certificate submitted 2 = OEM Partnership Letter / Registered Partner 3 = Silver Partner Status 4 = Gold Partner Status 5 = Platinum (or highest available) Partner Status						60	
2.	Resource Competency and Experience Provide CVs of the support team detailing experience in performing support and maintenance for the Trellix / Skyhigh Suite, 1 = No CV provided. 2 = Less than 2 years' experience in performing Trellix / Skyhigh Services. 3 = Greater than 2 years but not more than 4 years in performing Trellix / Skyhigh Services. 4 = Greater than 4 years but less than 5 years in performing Trellix / Skyhigh Services. 5 = More than 5 years' experience in performing Trellix / Skyhigh Services.						20	
3.	Reference Letters & Testimonials Quality and relevance of at least two client reference letters or testimonials confirming successful delivery, solution performance, and post-implementation support of Trellix / Skyhigh Suite. 1 = None.						20	

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	2 = 2 relevant letters. 3 = 3 relevant letters. 4 = 4 or 5 relevant letters. 5 = More than 5 relevant letters. NB: Letters must be in a formal letterhead, and also include the relevant working contact details, CIPC may verify the referenced letters when required.							
	Total						100	

13.3 PHASE 3: PPPFA AND PRICING

Preferential Procurement Policy

The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended in 2011.

- For 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) (as amended) as indicated below:
- Please Note that the CSD Report will be used as the primary evidence for allocation of scores.

#	Specific goals allocated points	Preference Points (80/20)	Required Evidence
1	HDI, percentage of black ownership 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	10	CSD Registration B-BBEE Certificate report CIPC Company Registration
2	Percentage of women ownership 100% women ownership = 8 points and based on percentage pro rata for woman ownership less than 100% eg: 50% = 4.0 points	8	CSD Registration B-BBEE Certificate report CIPC Company Registration
3	Percentage of ownership persons with Disability 100% ownership = 2 points and based on percentage pro rata for persons with disability ownership less than 100% eg: 50% = 1.0 points	2	Confirmation of Disability Form as per SARS (ITRDD Form) Medical Certificate

NB: CIPC reserves the right to change the above preference points as and when required based on target requirements.



SPECIFIC GOALS:

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 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 the specific goals claimed and according to the CSD
- Points will be awarded to a bidder for each specific goal claimed in accordance with the table below:
- Failure to submit latest CSD report to substantiating the preference points claimed, such bidder shall score 0 points out of the allocated maximum points.

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

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
Specific Goals	20
Total	100

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

14. SUBMISSION OF PROPOSALS

All proposals must be submitted to quotations@cipc.co.za

ENQUIRIES

A. Supply Chain Enquiries

Mr Hans Mmako

Contact No:

E-mail: Hmmako@cipc.co.za

B: Technical Enquiries

Mr Alfred Sekhula E-mail: asekhula@cipc.co.za

Mr Andile Stulo: E-mail : astulo@cipc.co.za

Mr Solly Bopape: E-mail: sbopape@cipc.co.za

15. 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);
- 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.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.



- xix. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xx. CIPC reserves the right not to make this appointment

16. 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).

12.1. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Price Evaluation

12.2. PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC's other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

BIDDERS TO COMPLETE THE TABLE BELOW

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.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
	Completion in full of the Request for Proposal documents		Bidder to complete and sign documents
6.	BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). Latest valid BBBEE certificate-SANAS Accredited or sworn affidavit for EME/QSE signed by the deponent and the Commissioner of Oath FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID. THIS DISQUALIFICATION DOES NOT APPLY TO NON-SOUTH AFRICAN BIDDERS		VALID AND COMPLIANT B-BBEE Certificate (Compulsory) FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID
7.	Registration on Central Supplier Database (CSD) Compulsory Note: Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The BBBEE certificate-SANAS Accredited or sworn affidavit for EME/QSE is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.		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 UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to PAGE 19- ANNEXURE "A" FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		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: <i>SUBMISSION OF USB</i> REFER TO PAGE 5 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED FROM PAGE 5 OF THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>	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 Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered and avoid clustering folders with many documents rather create separate folders. No password protected USB allowed. Do not submit CDS Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. Important: The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
10.	Note: All prospective bidders will be expected to attend a mandatory briefing session/site visit as determined by the CIPC where questions will be addressed by a panel of the CIPC.	FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL RENDER YOUR BID BEING DISQUALIFIED
11.	Mandatory Requirement: OEM Certificates/Partnership letters for the proposed solution. (bidders to submit relevant accreditation certificate/letter) – If the bidder is the owner of the taxonomy development tool a letter should be provided that confirms they are providing the CIPC with a valid license to use the tool. If they are not the owner of the tool, they need to provide a letter from the owner of the tool stating the bidder is an authorized re-seller of the tool and that the CIPC will be provided with a valid license to use the tool.which indicates that they are accredited for product/Solution/Systems/Technology manufacturer /owner authorising the resale or support of the proposed Product/Solution/System/Technology.	- 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 AND SUBMIT
12.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR	FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.

13. ANNEXURE (“A”): BID PRICING

THIS PAGE MUST BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<u>Applicable Currency:</u> All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> - Bidders shall complete the pricing schedule in full, inserting all the information required therein. - In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<u>Applicability of Quoted Prices:</u> - All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. - The condition must be stated in SBD3.3 as well
4.	<u>Total Bid Cost:</u> - Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. - Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC



5.	Exchange Rate Fluctuations: - Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding</u>. - The portion of the bid price subject to exchange rate fluctuations must be stated in the pricing schedule- SBD 3.3
6.	Bid Price Calculation: Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	Applicable SBD Document to be included in the USB as well as sealed Pricing envelop - THIS PRICING SCHEDULE (ANNEXURE H ("A") - SDB 3.3: PRICING SCHEDULE - SBD FORM 1: INVITATION TO BIDS FOR - A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID

- The costing should be based on all requirements of the terms of reference for a period 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. Costbreakdown 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 sbd form 3.3 and sbd form 1 must include all costs for the duration of all period stated above under pricing. **Failure to comply with this requirement shall immediately invalidate the bid.**

Table 1: (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 on an as and when required basis.

Item	Description of Element	Quantity /Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	.			
2.				
3.				
4.				
5	Any other costs (please provide detailed ecplination			
	TOTAL 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 FORPRICE EVALUATION PURPOSES			

- 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.

14. BRIEFING SESSION

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

BRIEFING SESSION/SITE VISIT	NONE
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Companies and Intellectual
Property Commission

a member of the dtic group

15. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the main gate, 77 Mentjies Street, Sunnyside, the DTIC campus

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, the dtic Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

5.2.1. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

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

B. Technical Enquiries

Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.

5.2.2. DEADLINE FOR SUBMISSION

BIDS OPENING DATE:

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE:

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

BIDDERS MUST 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 BIDS DEPOSITED IN THE INCORRECT BID BOX. BID PROPOSAL MUST BE HAND DELIVERED TO THE CIPC BID BOX AT THE DTIC MAIN GATE". AT 77 MEINTJIES STREET, SUNNYSIDE