



Companies and Intellectual
Property Commission

a member of **the dti** group

TERMS OF REFERENCE

CIPC BID NUMBER: 15/2019/2020

**DESCRIPTION: APPOINTMENT OF AN ICT SERVICES;
PROVIDER TO PROVIDE McAfee® ENHANCED
ENDPOINT SECURITY SOLUTION'S LICENSING
MAINTENANCE AND SUPPORT SERVICES**

CONTRACT PERIOD: 36 MONTHS



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Terms and conditions of request for quotation (RFQ)

1. The bidder must provide assurance/guarantee to the integrity and safekeeping 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 RFT specification is based on a specific brand must inform CIPC before RFT 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** system prescribed by the Preferential Procurement Regulations, 2001.
13. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
14. 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.
15. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
16. All price quoted must be inclusive of Value Added Tax (VAT)
17. All prices must be valid for 90 days.
18. 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.
19. All information, documents, programmers 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.
20. 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.
21. CIPC will enter into Service Level Agreement with the successful service provider.



- 22. 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.
- 23. 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.
- 24. 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).
- 25. Fraud and Corruption:
 - 26.1 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 RFQ.

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

.....
Signature

.....
Date

1 Purpose

To procure licensing, maintenance and support of the **McAfee® Enhanced Endpoint Security** that CIPC has invested in. This will include license renewal, McAfee professional support hours as well as maintenance for the period of 36 months. The professional support will be used as and when required by CIPC.

2 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.

3 Requirements

CIPC has invested in the McAfee suite that contains modules as shown in Annexure B. License renewals are required for these modules as per Annexure B as well as solutions technical support hours of 800, which will be distributed over a period of 36 months. These hours will be used as and when required by CIPC.

Please refer to **Annexure B** as attached to this document for the **Bill of Material**.

The appointed service provider must be a McAfee partner and an accredited McAfee reseller with at least the following proven capabilities:

Capability	Description
McAfee partnership	The supplier must demonstrate the level of partnership with McAfee. [Supplier accreditation]
Knowledge & expertise	The supplier must demonstrate and provide documented evidence of relevant knowledge and experience in providing services related to the McAfee suite. [Engineer Certification]
Resources	The supplier must be able to provide the required quantity and quality of skilled resources with appropriate McAfee certifications and experience [3-5 years plus], support and maintain the solution provided. [CVs]
Maintenance & Support	Technical and operational support proposal, with respect to the licensed package as per the bill of material and Table 1



3.1. General Requirements

1. CIPC requires its McAfee Enhanced Endpoint Solution to be operational 24x7x365, with as close to 100% coverage across all target devices as is practically possible.

2. Towards achieving this, experienced and qualified McAfee service providers are invited to provide licenses, and ongoing professional support and maintenance of the McAfee Enhanced Endpoint which includes:
 - a) Running an Endpoint Security Health Check at the outset to assess and report on the current state of the McAfee Enhanced Endpoint Solution. This report should highlight current control gaps in the McAfee Enhanced Endpoint solution; identifying the key focal areas and describing the actions required to achieve McAfee best practice recommendations for achieving:
 - i. As close to 100% coverage of target servers, endpoint devices, and gateways as is practically possible;
 - ii. Keeping scan engines and virus definitions up-to-date 24x7x365; and
 - iii. Development of all rules and policies to meet CIPC's security requirements;
 - b) Reviewing the McAfee Enhanced Endpoint suite to meet CIPC's ICT and Business requirements, in line with McAfee best practices for similar organizations;
 - c) Advise CIPC timeously of the optimum system configuration(s) to provide effective 24x7x365 coverage of the CIPC environment, including the administration and reporting platforms and any other components required;
 - d) Activating all the options in the McAfee Enhanced Endpoint Solution as required by CIPC's security policy, to effectively secure CIPC's environment from all malicious code and other attacks;
 - e) Installing and maintaining the latest version of McAfee EPO on a server and the Enhanced Endpoint Solutions and Data protection solution on all workstations/laptops and servers.
 - f) Maintaining the McAfee Solutions to current available release during the SLA Contract term;
 - g) Deploying the McAfee Enhanced Endpoint solution to all target devices;
 - h) Defining and activating rules and policies as they apply to all target devices [i.e. servers, gateways, end-points];
 - i) Advising CIPC's CTO, his delegated authority and his Information Security Officers, in writing, of the relevant best practices, to achieve zero infections from Malicious Code or other such attacks [e.g. ensuring virus definitions are always up-to-date];
 - j) Setting up a schedule of daily, weekly and monthly activities required to keep the McAfee Solutions running optimally, and training the CIPC security administration staff to perform the necessary operational tasks;
 - k) Setting up all the necessary administrative controls and procedures to allow CIPC security administrators to perform their daily functions;
 - l) Configure the system and train CIPC security administrators to extract the reports that CIPC requires for daily, weekly and/or monthly operational purposes. Work with the CIPC CIO and Security Team to identify and customize the reports required to track and monitor the effectiveness and efficiency of the McAfee Solutions;
 - m) Train CIPC's security administrators in the use and administration of the system;
 - n) Provide monthly status feedback in the form of a written report highlighting coverage, currency of updates, trends, progress, etc.;
 - o) Providing a monthly health check with remedial support over a 36-month period to ensure the integrity and ongoing operation of the McAfee Security Solutions;



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- p) Consult with CIPC and help define and/or update processes, policies, standards and procedures for Endpoint Security and Malicious Code prevention and detection management as required; and
- q) Make available experienced, skilled resources during malicious code outbreaks, as required by CIPC.

3.2. CIPC McAfee Total Protection for Secure Business

1. Consult with CIPC and help define and/or update processes, policies, standards and procedures for Antivirus and Malicious Code prevention and detection management as required;
2. Make available experienced, skilled resources during malicious code outbreaks, as required by CIPC; and
3. Provide ad hoc project or other services as required.

4 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 total price.
- Total Price must be inclusive of VAT and must be carried to the Pricing Schedule (SBD).

The total bid price must be written in the SBD3 form together with the following information

- Price validity period stated in the space provided
- Duration of the contract written in the space provided in the SBD 3 form
- Total Bid Price must be stated in the space provided in SBD 3 form for the total period of 36 months
- Bill of material Annexure “B” **must be** printed and include all prices for each item as well as quantity and other related costs

NB: PRICING SCHEDULE: ANNEXURE “A” (MUST BE PRINTED AND SUBMITTED IN A SEPARATE SEALED ENVELOP TOGETHER WITH SBD 3)

5 Reporting

The contracted bidder’s account manager will report to the CIPC on the current state of the McAfee Enhanced Endpoint Solution. Refer to Point 3.1. 2.) above.

6 Working conditions

6.1 Indemnity / Protection / Safeguard

- a) 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; and
- b) 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.



6.2 Quality

- a) The Senior Manager: Information Assurance will subject the quality and standard of service rendered by resources to quality control; and
- b) 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.

7 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).

7.1 Responsiveness Criteria

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

- a) 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;
- b) Submission and completion of the Declaration of Interest;
- c) Submission of an original and valid Tax Clearance Certificate;
- d) Submission of the company's registration certificate from the Register of Companies (CIPC); and
- e) Submission of proof of registration with the National Central Supplier Database

7.2 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 3 phases:

- Phase 1: Compliance to minimum requirements.
- Phase 2: Functional evaluation
- Phase 3: Pricing and Preferential Procurement policy.

7.2.1 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.

7.2.2 Phase 2: Functional evaluation

As per the evaluation criteria. Below.



7.2.3 Phase 3: Preferential Procurement Policy and Pricing

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.

7.3 Preferential Procurement Policy

The bidders that have successfully progressed through to Phase 2 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.

8 Evaluation Criteria

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p><u>Accreditation with Original Equipment Manufacturer (OEM)</u></p> <p>The bidders must provide a letter from OEM which indicates that they are accredited to implement, supply and support the proposed solution.</p> <p>Score 1= Silver Partner Certification and NO OEM Letter for implementation of Enhanced Endpoint Security</p> <p>Score 2= Silver Partner Certification and accreditation OEM Letter for implementation of Enhanced Endpoint Security</p> <p>Score 3= Gold Partner Certification and accreditation OEM Letter for implementation of Enhanced Endpoint Security</p> <p>Score 4= Platinum Partner Certification and accreditation OEM Letter for implementation of Enhanced Endpoint Security</p> <p>Score 5= Platinum Partner Certification and accreditation OEM Letter for implementation of Enhanced Endpoint Security and additional products</p>						25	
2.	<p><u>Technical and operational support and maintenance proposal, with respect to the licensed package as per the bill of material and Table 1</u></p> <p>Score 1 = No proposal,</p> <p>Score 2 = proposal with limited details or limited</p> <p>Score 3 = proposal matching the license package,</p> <p>Score 4 = proposal matching license package + sample documents,</p> <p>Score 5 = proposal matching license package + sample documents + project plan + value add</p>						25	
3.	<p><u>Experience of Resources</u></p> <p>Expertise/ Experience (3 yrs.) of the technical resources to be assigned to the CIPC contract including the information on the specific McAfee Enhanced Endpoint solution expertise/experience. Attach CVs with minimum of any 3 years McAfee related qualifications/certificates</p> <p>Score 1 = McAfee experience less than 1 year</p> <p>Score 2 = 1-2 yrs. McAfee related experience</p> <p>Score 3 = 3 years' experience & expertise in McAfee Enhanced Endpoint solution certification</p>						25	



	<p>Score 4 = 4 years' experience & 3-year & expertise in McAfee Enhanced Endpoint solution & certification</p> <p>Score 5= 4 yrs. or higher relevant and more than 5 years' experience plus McAfee Enhanced Endpoint solution & certification.</p>						
4.	<p>Company experience references Checks</p> <p>The bidders must provide a minimum of three (3) testimonial letters from clients where they have implemented similar McAfee solution. The reference must include the following:</p> <ul style="list-style-type: none"> • Duration of the contract • Contract amount • Client scoring from 1- to 10 scale <p>Score 1= No testimonial letters for similar solution Score 2= Two (2) testimonial letters for similar solution with clients scores not exceeding 5 Score 3= three (3) testimonial letters for similar solution with clients scores of 5 Score 4= Four (4) testimonial letters for similar solution with clients scores more than 5 to 8 Score 5= Five (5) or more testimonial letters for similar solution with client scores of 9 to 10 References may be verified with McAfee Security.</p>					25	
	Total					100	

***Note:** Should the resource(s) not be available at the time that the tender is awarded, the successful bidder must ensure that the replacement resource(s) has/have the same level of knowledge, skills and experience as those reflected in the tender submission.

Note:

1. Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points** out of 100 on the functionality evaluation to proceed to the next phase.
2. Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

9 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).

10.1 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.



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Description	Total
Price	80
BBBEE	20
Total	100

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

10.2 Submission of proposals

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, the dti campus, Block F.

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, the dti Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

10 Enquiries

10.1 Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

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

10.2 Technical Enquiries

Mr Sphiwe Mbatha

Contact No: 0123941504

E-mail: smbatha@cipc.co.za



ANNEXURE A

FAILURE TO COMPLY WITH THE REQUIREMENTS BELOW SHALL IMMEDIATELY INVALIDATE THE BID.

The suppliers must break down costs as per deliverable. Reports are to be developed and presented per deliverable.

Table 1: Services Required

No.	Deliverable	Quantity	Unit cost	R
1	Logging and Reporting	As proposed		
2	Monthly Health check and Remediation	As proposed		
3	36 months Support	As proposed		
4	On-site Support	800 hours		
	TOTAL			

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

ANNEXURE B

THE BILL OF MATERIAL MUST BE PRINTED AND SUBMITTED TOGETHER WITH SDB3 AND PRICE IN THE SAME SEALED ENVELOP AND MARKED WITH THE BIDDERS NAME (OUTSIDE)



BILL OF MATERIALS:

SKU	Product	Nodes	Cost R
IPSNS7100NBD	MFE Net Sec IPS-NS7100 Appl 1Yr BZ+NBD	2	
IPSNS7100NBD	MFE Net Sec IPS-NS7100 Appl 1Yr BZ+NBD	2	
IPSNS7100NBD	MFE Net Sec IPS-NS7100 Appl 1Yr BZ+NBD	2	
IAC650ACARMA	650W AC power supply 1YR RMA	2	
IAC650ACARMA	650W AC power supply 1YR RMA	2	
IAC650ACARMA	650W AC power supply 1YR RMA	2	
RBIAC8P10NETMOD	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	2	
RBIAC8P10NETMOD	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	2	
RBIAC8P10NETMOD	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	2	
NYVSTNDNGNBD	MFE Network Sec Mngr Appl-NG 1Yr BZ+NBD	1	
NYVSTNDNGNBD	MFE Network Sec Mngr Appl-NG 1Yr BZ+NBD	1	
NYVSTNDNGNBD	MFE Network Sec Mngr Appl-NG 1Yr BZ+NBD	1	
NYVT600ANBD	MFE NTBA T-600 Appliance-A 1Yr BZ+NBD	1	
NYVT600ANBD	MFE NTBA T-600 Appliance-A 1Yr BZ+NBD	1	
NYVT600ANBD	MFE NTBA T-600 Appliance-A 1Yr BZ+NBD	1	
ATD6000NBD	MFE Adv Threat Def 6000 Stand 1yrNBD	1	
ATD6000NBD	MFE Adv Threat Def 6000 Stand 1yrNBD	1	
ATD6000NBD	MFE Adv Threat Def 6000 Stand 1yrNBD	1	
DLP5500CNBD	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	5	
DLP5500CNBD	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	5	
DLP5500CNBD	MFE DLP 5500 Copper Appl 1Yr BZ+ NBD	5	
WBG5000CNBD	MFE Web Gateway 5000 Appl-C 1Yr BZ+NBD	2	
WBG5000CNBD	MFE Web Gateway 5000 Appl-C 1Yr BZ+NBD	2	
IPSNS9100NBD	MFE Net Sec IPS-NS9100 Appl 1Yr BZ+NBD	2	
IPSNS9100NBD	MFE Net Sec IPS-NS9100 Appl 1Yr BZ+NBD	2	
IPSNS9100NBD	MFE Net Sec IPS-NS9100 Appl 1Yr BZ+NBD	2	
CDBYFM-AA	MFE Complete Data Prtxn 1Yr BZ [P+]	650	
CDBYFM-AA	MFE Complete Data Prtxn 1Yr BZ [P+]	650	
CDBYFM-AA	MFE Complete Data Prtxn 1Yr BZ [P+]	650	
MV4ECE-DA	MVISION EDR UPGD 1:1 BZ 7 Day Storage	650	
MV4ECE-AA	MVISION EDR 1:1 BZ 7 Day Storage	650	
MV4ECE-AA	MVISION EDR 1:1 BZ 7 Day Storage	650	
DCDYCM-AA	MFE Datacenter Sec Suite Dbase1YrBZ [P+]	15	
DCDYCM-AA	MFE Datacenter Sec Suite Dbase1YrBZ [P+]	15	
DCDYCM-AA	MFE Datacenter Sec Suite Dbase1YrBZ [P+]	15	
CWAYFM-AB	MFE Cloud Workload Sec Adv 1YrBZ[P+]	350	



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SKU	Product	Nodes	Cost R
CWAYFM-AB	MFE Cloud Workload Sec Adv 1YrBZ[P+]	350	
CWAYFM-AB	MFE Cloud Workload Sec Adv 1YrBZ[P+]	350	
TDLYCM-AA	MFE Total Protection for DLP SW 1Yr BZ	650	
TDLYCM-AA	MFE Total Protection for DLP SW 1Yr BZ	650	
TDLYCM-AA	MFE Total Protection for DLP SW 1Yr BZ	650	
WPSECE-AA	MFE Web Protection Suite 1:1 BZ	650	
WPSECE-AA	MFE Web Protection Suite 1:1 BZ	650	
WPSECE-AA	MFE Web Protection Suite 1:1 BZ	650	
CTPYFM-AA	MFE Complete EP Threat Protect 1YrBZ[P+]	650	
CTPYFM-AA	MFE Complete EP Threat Protect 1YrBZ[P+]	650	
CTPYFM-AA	MFE Complete EP Threat Protect 1YrBZ[P+]	650	
MD-DEPLOYPP	Sol Deployment Consult Prepaid	6	

Total cost (VAT inclusive) R.....

Note: Total inclusive (license, maintenance and support) price must be carried to the pricing schedule SDB3 and include pricing on Table 1 and Bill of Material.

FAILURE TO COMPLY WITH THE REQUIREMENTS BELOW SHALL IMMEDIATELY INVALIDATE THE BID.