



Companies and Intellectual
Property Commission
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TERMS OF REFERENCE

CIPC BID NUMBER: /2016/2017

**DISCRIPTION: APPOINTMENT OF AN ICT SERVICES
PROVIDER TO PROVIDE MCAFEE ANTI-VIRUS
INSTALLATION, IMPLEMENTATION
MAINTENANCE AND SUPPORT SERVICES**

CONTRACT PERIOD: 36 MONTHS



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1. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (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 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 90/10 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, 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.
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 consultants 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



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2. Purpose

To procure the installation, implementation, maintenance and support of the **McAfee Complete Endpoint for Secure Business**

3. 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.

Requirement

- CIPC 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.
- CIPC currently has the **McAfee Complete Endpoint for Secure Business** with the following options which are required for the new contract period of 36 months.
- McAfee Endpoint.
- McAfee Threat Intelligent Exchange.
- McAfee Network IPS.
- McAfee Network IPS Manager.
- McAfee Active Threat Defense.
- McAfee Classroom Training.
- Support for the above.



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BILL OF MATERIALS:

	CIPC	Endpoint NIPS ATD TIE
QTY	PRODUCT	SKU
550	MFE Complete EP Protect Bus 3Yr GL [P+]	CEBYLM-AA
550	MFE Complete EP Protect Bus Co-term	CEBYFM-AA
2	MFE Net Sec IPS-NS7100 Appliance	IPS-NS7100
2	MFE Net Sec IPS-NS7100 Appl 1Yr GL+ARMA	IPSNS7100ARMA
2	MFE Net Sec IPS-NS7100 Appl 1Yr GL+ARMA	IPSNS7100ARMA
2	MFE Net Sec IPS-NS7100 Appl 1Yr GL+ARMA	IPSNS7100ARMA
2	650W AC power supply	IAC-650AC-PS
2	650W AC power supply 1YR RMA	IAC650ACARMA
2	650W AC power supply 1YR RMA	IAC650ACARMA
2	650W AC power supply 1YR RMA	IAC650ACARMA
2	MFE Net Sec 8port I/O Mod 10/1GigE	IAC-8P10NET-MOD
2	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	RBIAC8P10NETMOD
2	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	RBIAC8P10NETMOD
2	MFE Net Sec 8port I/O Mod 10/1GigE1YrRMA	RBIAC8P10NETMOD
12	1000BSX miniGB Intrfc Conv(SFP) FBR	ITV-2KSG-NA-100
2	MFE Net Sec SFP+ 10G LR Fiber Trans	IAC-SFTLR-FOT
1	MFE Network Sec Manager Appl-NG	NSM-STND-NG
1	MFE Network Sec Mngr Appl-NG 1Yr GL+ARMA	NYVSTNDNGARMA
1	MFE Network Sec Mngr Appl-NG 1Yr GL+ARMA	NYVSTNDNGARMA
1	MFE Network Sec Mngr Appl-NG 1Yr GL+ARMA	NYVSTNDNGARMA
1	MFE NTBA T-600 Appliance-A	NTB-T600-A
1	MFE NTBA T-600 Appliance-A 1Yr GL+ARMA	NYVT600AARMA
1	MFE NTBA T-600 Appliance-A 1Yr GL+ARMA	NYVT600AARMA
1	MFE NTBA T-600 Appliance-A 1Yr GL+ARMA	NYVT600AARMA
1	MFE Adv Threat Def 6000 Standard HW	ATD-6000
1	MFE Adv Threat Def 6000 Stand 1yrGL+RMA	ATD6000ADM
1	MFE Adv Threat Def 6000 Stand 1yrGL+RMA	ATD6000ADM
1	MFE Adv Threat Def 6000 Stand 1yrGL+RMA	ATD6000ADM
550	MFE Threat Intel Exchange P:1 GL [P+]	TIECDE-AA
550	MFE Threat Intel Exchange 1Yr GL [P+]	TIEYFM-AA
550	MFE Threat Intel Exchange 1Yr GL [P+]	TIEYFM-AA
550	MFE Active Response v1.0 1:1GL	MARECE-HA
550	MFE Active Response v1.0 1:1GL	MARECE-HA
550	MFE Active Response v1.0 1:1GL	MARECE-HA
2	MFE Web Gateway 5000 Appl-C	WBG-5000-C
2	MFE Web Gateway 5000 Appl-C 1YrGL+ARMA	WBG5000CARMA
2	MFE Web Gateway 5000 Appl-C 1YrGL+ARMA	WBG5000CARMA
2	MFE Web Gateway 5000 Appl-C 1YrGL+ARMA	WBG5000CARMA
550	MFE Web Protection Suite 1:1 GL	WPSECE-AA
550	MFE Web Protection Suite 1:1 GL	WPSECE-AA
550	MFE Web Protection Suite 1:1 GL	WPSECE-AA
550	MFE Web Reporter Premium P:1 GL	WRPCKE-AA



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	CIPC	Endpoint NIPS ATD TIE
QTY	PRODUCT	SKU
550	MFE Web Reporter Premium 1Yr GL	WRPYCM-AA
550	MFE Web Reporter Premium 1Yr GL	WRPYCM-AA
550	MFE Total Protection for DLP SW P:1 GL	TDLCKE-AA
550	MFE Total Protection for DLP SW 1Yr GL	TDLYCM-AA
550	MFE Total Protection for DLP SW 1Yr GL	TDLYCM-AA
5	MFE DLP 5500 Copper Appliance	DLP-5500-COPPER
5	MFE DLP 5500 Copper Appl 1Yr GL+ ARMA	DLP5500CARMA
5	MFE DLP 5500 Copper Appl 1Yr GL+ ARMA	DLP5500CARMA
5	MFE DLP 5500 Copper Appl 1Yr GL+ ARMA	DLP5500CARMA
26	MFE Datacenter Sec Suite f/DatabaseP:1GL	DCDCKE-AA
26	MFE Datacenter Sec Suite f/Database1YrGL	DCDYCM-AA
26	MFE Datacenter Sec Suite f/Database1YrGL	DCDYCM-AA
101	MFE Server Security Suite Adv P:1GL[P+]	DTSCDE-AB
101	MFE Server Security Suite Adv 1YrGL[P+]	DTSYFM-AB
101	MFE Server Security Suite Adv 1YrGL[P+]	DTSYFM-AB
12	MD-DEPLOYPP	MD-DEPLOYPP
14	TRN-TCL4	TRN-TCL4

As part of CIPC's security strategy CIPC wishes to have the McAfee Anti-Virus Suite architected [in line with published vendor recommended best practice], implemented, and to enter into an ongoing SLA-based maintenance and support agreement.

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

Capability	Description
Knowledge & expertise	The supplier must demonstrate and provide documented evidence of knowledge and experience in implementing similar solutions and understanding of CIPC or similar business environments.
Resources	The supplier must have sufficient quantity and quality of skilled resources with appropriate McAfee certifications and experience [3-5 years plus], to implement and support the solution provided. CVs to be provided.
Project management	The supplier must use sound project management approaches to ensure success of implementation and support projects.
Maintenance & Support	The supplier must be able to meet agreed service levels, use effective best practice processes, standards and procedures for service management and must be able to call on McAfee for maintenance and support if required.
Training & skills transfer	The supplier must be able to provide appropriate McAfee certified training and transfer knowledge to two (2) CIPC staff members 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.



Service Provider Capability

4. Scope of Work

1. CIPC requires its **McAfee Complete Endpoint for Secure Business** to be operational 24 x 365, with as close to 100% coverage across all target devices as is practically possible [in your experience, indicate what is achievable and the associated parameters]; and be kept up-to-date 24 x 365.
2. To achieve this, experienced and qualified McAfee service providers are invited to provide Installation, Implementation and ongoing Support of the McAfee Antivirus Suite including:
 - a) Running an Anti-virus Health Check at the outset to assess and report on the current state of the McAfee Antivirus suite implementation. This report should highlight current control gaps in the implementation of the McAfee Antivirus Suite; identifying the key focal areas and describing the actions required to achieve McAfee best practice recommendations for achieving (1) as close to 100% coverage of target servers, endpoint devices, gateways and mail servers, as is practically possible; (2) keeping scan engines and virus definitions up-to-date 24 x 365; and (3) development of all rules and policies to meet CIPC's security requirements;
 - b) Reviewing and re-architecting the McAfee Antivirus suite to meet CIPC's ICT and Business needs, in line with McAfee best practices for similar sized organizations;
 - c) Advise CIPC timeously of the optimum system configuration(s) to provide effective 24x365 coverage of the CIPC environment, including the administration and reporting platforms and any other components required;
 - d) Activating all the options in the McAfee Antivirus suite as required by CIPC's security policy, to effectively secure CIPC's environment from all malicious code and other attacks;
 - e) Installing the latest version of the McAfee EPO on a server and the Antivirus suite on all workstations;
 - f) Maintaining the McAfee Antivirus Suite to current available release during the SLA Contract term;
 - g) Deploying the McAfee Antivirus suite to all target devices;
 - h) Defining and activating rules and policies as they apply to all target devices [i.e. servers, gateways, email and end-points];
 - i) Advising CIPC's CIO, 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 Antivirus suite 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 Antivirus Suite;
 - 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 six monthly health check with remedial support over a 36 month period to ensure the integrity and ongoing operation of CIPC's **McAfee Complete Endpoint for Secure Business**;
 - p) 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;



- q) Make available experienced, skilled resources during malicious code outbreaks, as required by CIPC;
- r) Provide ad hoc project or other services as required; and
- s) **Compulsory vendor training, certification and transfer skills to CIPC staff on a regular and on-going basis, both formally and informally.**

5. Time frames

The service providers should indicate through a project plan how they will design, implement and support the solution over a 36 months period.

6. Pricing and Project Plan (per option, if applicable)

The supplier must provide a comprehensive project plan supported by a project schedule as recommended below:

Phase/ Stage	High level Activities	Time Frames	Deliverable(s)	Comments (if any)	Budget (incl. VAT)
<i>e.g. Stage 1</i>		<i>Measured in weeks/ days</i>			
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	Health Check	As proposed	
2	McAfee Antivirus System Architecture	As proposed	
3	Installation and Configuration	As proposed	
4	Set up of Rules and Policies	As proposed	
5	Deployment to Target Devices	As proposed	
6	Implementation	As proposed	
7	Logging and Reporting	As proposed	
8	Other components	As proposed	
5	Monthly Health check and Remediation	As proposed	
6	36 months Support (1/04/2016 to 31/03/2019)	As proposed	
7	Malicious Code Outbreak On-site Support	240 hours	
	TOTAL		

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, firewall layers or services based on the solution proposed, e.g. CIPC may want to acquire the internal perimeter firewalls from one supplier and the internal firewalls from another.

7. Reporting

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

8. WORKING CONDITIONS

8.1 **Equipment**

N/A

8.2 **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.

8.3 **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.

8.4 **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.

8.5 **Quality**

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Infrastructure Management, 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.

9. COSTING

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.

10. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).



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).

10.1 Evaluation Process (Phases)

Bids will be evaluated in accordance with the 90/10 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: Compliance to specification.
- 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: Compliance to specification

As per the Bill of Material and designs.

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.

Preferential Procurement Policy

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended in 2011.

10.2 EVALUATION CRITERIA



Mandatory

	Comply	Not Comply
The bidders must provide a letter from Solution Vendor which indicates that they are accredited to implement, supply and support the proposed solution.	X	
Substantiate / Comments		

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Proposal The bidders are required to submit a proposal which detail the entire requirement as stated in the scope of work						20	
2.	Project Plan Architect the solution <ul style="list-style-type: none"> • Implement the architected solution. • Build meaningful dashboard, charts and graphs as per CIPC's requirements. • Create alerts as required by CIPC. • Implement granular role-base access controls to the solution and the information contained therein as per CIPC requirements. • Training as well as knowledge transfer to CIPC ICT Staff in terms of • Knowledge and skills to ICT Staff for maintaining, configuration and ongoing support of the solution. • Partner Technical training certification – classroom training and certification 						20	
3	Accreditation The bidders must attach their Platinum Partner Certification						20	
4	Reference Checks The bidders must provide contactable references where they have implemented similar McAfee solution. The reference must include the following: Company name; Contact person/s; Contact numbers; and E-mail address. References will be verified with Intel Security.						20	
5	Technical Certification:						20	



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	The bidders must attach McAfee Technical Certification for the following – Minimum 2 technical certifications per solution. Endpoint; and Network IPS.							
	Total						100	

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.

Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the 90/10 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	90
BBBEE	10
Total	100

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

11. 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

ENQUIRIES



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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 Solly Bopape

Contact No: (012) 394 3485

E-mail: sbopape@cipc.co.za