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TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: CIPC 12-2026-2027

DESCRIPTION: **INVITATION TO ICT SERVICE PROVIDERS FOR THE RENEWAL OF EXISTING FORTINET NEXT-GENERATION FIREWALL (NGFW) AND FORTI-IDENTITY CLOUD LICENCES, SUBSCRIPTIONS, OEM SUPPORT AND MAINTENANCE**

CONTRACT PERIOD: **ONE (1) YEAR.**

BID CLOSING DATE: 26 November 2026

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".

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TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and save keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. 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.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
14. **All prices quoted must be inclusive of Value Added Tax (VAT)**
15. **All prices must be quoted in South African Rand**
16. **All prices must be valid for 90 days**
17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. 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.
20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all

information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

21. 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.
22. 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.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
24. **CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
25. **Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
iv. " Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
vi. **CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**
Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry
vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL

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INSTRUCTIONS FOR THE SUBMISSIONS OF 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) The **USB** must contain the ***exact*** documents/ information submitted in the original copy

f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.

g) THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.

h) CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S

i) All pages must be signed; numbered and initial as per the Original copy

j) The USB must be submitted in **PDF format ONLY and must be *read ONLY; NO Passwords***

k) BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION

l) Bidders to ensure that USB 's are not password protected

m) IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION

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

SUBMISSION OF PRICE PROPOSAL

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a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate ***SEALED*** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
b) The price envelop must be marked with the bidder's name
c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")**
d) **The total Price** (***Ceiling price)*** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1**: (Invitation for Bids).
e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). ***Failure to comply with this requirement will disqualify the bid.***
g) **All prices must be valid for 90 days**

PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING

1. **1 (ONE) ORIGINAL HARD OR PRINTED COPY**
2. **1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") 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
- SBD1 - INVITATION TO BIDS
- PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
- BIDDERS TO REFER TO ANNEXURE A: PAGE 18 AND 19- REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 15 of 20 of the Terms of reference under Mandatory Requirements

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

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

I have read and understood the conditions of this tender.

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

…….. ……..

Signature **Date**

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

1. PURPOSE

The purpose of this Terms of Reference is to invite suitably qualified ICT service providers to submit proposals for the renewal of the existing Fortinet Next-Generation Firewall (NGFW) and Forti-Identity Cloud licenses, subscriptions, OEM support and maintenance for a period of one (1) year.

The requirement is limited to the continuation and support of the existing deployed Fortinet environment. It does not include the acquisition, replacement, migration or implementation of a new firewall, identity-management platform, hardware appliance or other cybersecurity solution.

2. BACKGROUND

CIPC currently operates Fortinet Next-Generation Firewall (NGFW) and Forti-Identity Cloud services as part of its established cybersecurity environment. These security capabilities are already deployed and support the protection of CIPC's internet-facing services, internal ICT infrastructure, information assets, remote access and identity-based authentication.

The existing licenses, subscriptions and associated OEM support require renewal to ensure continued access to applicable security updates, threat intelligence, software updates, technical support and maintenance services.

Failure to renew the applicable licenses and subscriptions may result in reduced security capability, loss of access to critical security updates and OEM support and increased operational and cybersecurity risk to CIPC's ICT environment and digital services.

The purpose of this procurement is therefore to maintain and support existing security capabilities and not to procure or implement a new cybersecurity platform.

3. REQUIREMENT

CIPC has adopted a multi-layered, defense-in-depth security strategy to protect its ICT infrastructure and digital services. As part of this strategy, CIPC currently operates an established Fortinet NGFW and Forti-Identity Cloud environment.

CIPC requires the renewal of the existing Fortinet NGFW and Forti-Identity Cloud licenses, subscriptions, OEM support and maintenance for a period of twelve (12) months.

The renewal must preserve the security capabilities and entitlements currently associated with the deployed environment without requiring replacement, migration or implementation of new hardware or a new security platform.

3.1 RENEWAL REQUIREMENTS

The successful bidder will be required to:

- Renew the existing Fortinet NGFW licenses and security subscriptions for the currently deployed CIPC firewall environment for a period of twelve (12) months.

- Renew the existing Forti-Identity Cloud licenses used for CIPC's identity-based authentication and VPN Multi-Factor Authentication (MFA) requirements for a period of twelve (12) months.
- Provide the applicable OEM support and maintenance associated with the renewed licences and subscriptions.
- Ensure continued access to applicable threat intelligence, security updates, firmware/software updates and OEM technical support for the duration of the contract.
- Ensure that renewal entitlements are activated against CIPC's existing registered appliances, serial numbers and/or cloud tenant, as applicable.
- Ensure continuity of existing licensing and security services without loss of configuration, security policies or existing entitlements.
- Provide CIPC with documentary proof of successful licence/subscription renewal and the applicable commencement and expiry dates.
- Where applicable, ensure that renewal dates are aligned or co-termed in accordance with the OEM renewal arrangements.
- Provide technical support relating to the renewed environment for the duration of the contract.

No new firewall hardware, load-balancing appliance, security platform or replacement solution is required under this procurement.

Capability	Description
Knowledge & Expertise	The bidder must demonstrate relevant experience in the renewal, licensing and support of Fortinet NGFW and associated Fortinet security services in enterprise environments.
Resources	The bidder must have suitably qualified and OEM-certified resources capable of providing licensing, renewal and technical support services for the existing Fortinet environment.
Service Management	The bidder must demonstrate effective service-management processes and the ability to meet agreed service levels and escalate technical issues to the OEM where required.
Support and Knowledge Transfer	The bidder must provide appropriate technical support and, where required, transfer operational knowledge relating to the renewed services to relevant CIPC ICT personnel.

4. SCOPE OF WORK

The scope of work is limited to the renewal, support and maintenance of CIPC's existing Fortinet NGFW and Forti-Identity Cloud environment for a period of twelve (12) months.

The successful bidder will be required to:

- Renew all approved and existing Fortinet NGFW licenses and security subscriptions included in the pricing schedule;
- Renew the approved Forti-Identity Cloud licenses for the existing CIPC environment;
- Provide applicable OEM support and maintenance for the duration of the contract;
- Ensure successful activation and continuation of all renewed license entitlements;
- Provide proof of license activation, entitlement and expiry dates;
- Provide technical support and OEM escalation where required;
- Maintain continuity of existing security services throughout the renewal period;

- Provide renewal and support documentation to CIPC, and
- **Provide training (virtual or classroom) for 5 CIPC ICT security personnel.**

The existing firewall appliances remain CIPC assets and are referenced only for the purpose of identifying the environment to which the renewed licenses, subscriptions and support services apply.

Bill of Material (BOM)

SKU	Description	Quantity
FortiADC 1200F		
FCZ-15-AD12F-100-02-00	Advanced Malware Protection / AV Service – FortiADC-1200F	2
FCZ-15-AD12F-108-02-00	FortiGuard IPS Service – FortiADC-1200F	2
FCZ-15-AD12F-123-02-00	FortiSandbox Cloud Service – FortiADC-1200F	2
FCZ-15-AD12F-140-02-00	IP Reputation Service – FortiADC-1200F	2
FCZ-15-AD12F-143-02-00	FortiGuard Credential Stuffing Defense Service – FortiADC-1200F	2
FCZ-15-AD12F-144-02-00	FortiADC WAF Signatures and Adaptive Learning – FortiADC-1200F	2
FCZ-15-AD12F-241-02-00	Premium Web Support – FortiADC-1200F	2
FCZ-15-AD12F-242-02-00	Premium Comprehensive Support – FortiADC-1200F	2
FCZ-15-AD12F-243-02-00	Premium Advanced Return and Replace – FortiADC-1200F	2
FCZ-15-AD12F-855-02-00	OS / Firmware & General Updates – FortiADC-1200F	2
FortiAnalyzer-VM		
FC1Z-15-AZVMS-149-02-00	FortiGuard Indicator of Compromise (IOC) Subscription	20
FC1Z-15-AZVMS-220-02-00	FortiAnalyzer VM License	20
FC1Z-15-AZVMS-241-02-00	Premium Web Support – FortiAnalyzer VM	20
FC1Z-15-AZVMS-242-02-00	Premium Comprehensive Support – FortiAnalyzer VM	20
FC1Z-15-AZVMS-335-02-00	FortiAnalyzer Security Automation Service	20
FC1Z-15-AZVMS-462-02-00	FortiGuard Outbreak Alert Service	20
FC1Z-15-AZVMS-855-02-00	OS / Firmware & General Updates – FortiAnalyzer VM	20
FortiGate 3201F		
FCZ-15-F32F1-100-02-00	Advanced Malware Protection – FortiGate-3201F	2
FCZ-15-F32F1-108-02-00	FortiGuard IPS Service – FortiGate-3201F	2
FCZ-15-F32F1-112-02-00	FortiGuard Web, URL, DNS & Video Filtering Service – FortiGate-3201F	2
FCZ-15-F32F1-114-02-00	AntiSpam Service – FortiGate-3201F	2
FCZ-15-F32F1-175-02-00	FortiGuard Attack Surface Security Service – FortiGate-3201F	2
FCZ-15-F32F1-189-02-00	FortiConverter Service – FortiGate-3201F	2
FCZ-15-F32F1-241-02-00	Premium Web Support – FortiGate-3201F	2
FCZ-15-F32F1-242-02-00	Premium Comprehensive Support – FortiGate-3201F	2
FCZ-15-F32F1-243-02-00	Premium Advanced Return and Replace – FortiGate-3201F	2
FCZ-15-F32F1-577-02-00	FortiGuard AI-based Inline Malware Prevention / Sandbox Service – FortiGate-3201F	2
FCZ-15-F32F1-589-02-00	FortiGuard Data Loss Prevention (DLP) Service – FortiGate-3201F	2
FCZ-15-F32F1-855-02-00	OS / Firmware & General Updates – FortiGate-3201F	2
FortiGate 601F		
FCZ-15-0601F-100-02-00	Advanced Malware Protection – FortiGate-601F	2
FCZ-15-0601F-108-02-00	FortiGuard IPS Service – FortiGate-601F	2
FCZ-15-0601F-112-02-00	FortiGuard Web, URL, DNS & Video Filtering Service – FortiGate-601F	2
FCZ-15-0601F-114-02-00	AntiSpam Service – FortiGate-601F	2
FCZ-15-0601F-175-02-00	FortiGuard Attack Surface Security Service – FortiGate-601F	2

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SKU	Description	Quantity
FCZ-15-0601F-189-02-00	FortiConverter Service – FortiGate-601F	2
FCZ-15-0601F-241-02-00	Premium Web Support – FortiGate-601F	2
FCZ-15-0601F-242-02-00	Premium Comprehensive Support – FortiGate-601F	2
FCZ-15-0601F-243-02-00	Premium Advanced Return and Replace – FortiGate-601F	2
FCZ-15-0601F-577-02-00	FortiGuard AI-based Inline Malware Prevention / Sandbox Service – FortiGate-601F	2
FCZ-15-0601F-589-02-00	FortiGuard Data Loss Prevention (DLP) Service – FortiGate-601F	2
FCZ-15-0601F-855-02-00	OS / Firmware & General Updates – FortiGate-601F	2
FortiManager-VM		
FC1Z-15-FMGVS-220-02-00	FortiManager VM License – 10 Devices/VDOMs	10
FC1Z-15-FMGVS-241-02-00	Premium Web Support – FortiManager VM	10
FC1Z-15-FMGVS-242-02-00	Premium Comprehensive Support – FortiManager VM	10
FC1Z-15-FMGVS-855-02-00	OS / Firmware & General Updates – FortiManager VM	10
FC2-10-IDCLD-445-02-12	Forti-Identity Cloud License Renewal	900
Training		
FT-ILT-D04	FortiOS Administrator – 4-Day Instructor-Led Training (Virtual or Classroom)	5
NSE-EX-FTE2	FCP Certification Exam Voucher (compulsory)	5
FT-ILT-D03	FortiADC Administrator - 3-Day Instructor-Led Training (Virtual or Classroom)	5
NSE-EX-FTE2	Certification Exam Voucher	5
FT-ILT-D03	FortiAnalyzer Administrator and Analyst	5
NSE-EX-FTE2	Analyst exam voucher	5
FT-ILT-D02	FortiManager Administrator instructor-led training	5
NSE-EX-FTE2	FortiManager Certification exam voucher	5

5. TIME FRAMES

The contract period will be twelve (12) months from the effective commencement date.

The successful bidder must ensure that the required licenses and subscriptions are renewed and activated before the expiry of the existing entitlements to prevent any interruption of security services or OEM support.

The bidder must provide a concise renewal and activation plan indicating the key activities and timelines required to complete the renewal.

6. COSTING

Pricing must relate only to the approved license, subscription, support and maintenance renewal requirements contained in this TOR. No pricing for new hardware, implementation, migration or replacement solutions must be included unless expressly requested in the pricing schedule.

7. REPORTING

The contracted bidder's account manager will report to the CIPC Process Owner 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 always follow the security measures and obey the rules as set by the organization.

8.5 Quality

- The Senior Manager: Information Assurance will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Information Assurance, believe 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 out the cost related to these changes.

9. 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; CIPC reserves the right to negotiate with the successful bidder on price;

II. 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;

III. 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);

IV. 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;

V. The price quoted by the prospective service provider must include Value Added Tax (VAT);

VI. 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;

VII. 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;

VIII. 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;

IX. 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;

X. 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;

XI. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and 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.

XII. 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.

10. EVALUATION PROCESS (Criteria)

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

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

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

The bidder must submit valid proof of Fortinet OEM authorisation and/or partner accreditation demonstrating that the bidder is authorised to provide or facilitate the renewal of the required Fortinet NGFW and Forti-Identity Cloud licences, subscriptions and associated OEM support.

The submitted OEM letter and/or certification must:

- Be valid at the time of bid submission;
- Identify the bidder;
- Confirm the bidder's applicable Fortinet partner/accreditation status;
- Confirm the bidder's ability to provide the required licence/subscription renewals and associated OEM support; and
- Be signed or verifiable through the OEM.

Failure to submit the required OEM authorisation/partner certification may result in disqualification.

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		a) Bidders must submit **Tax Clearance Certificate (TCC) PIN** b) **The TCS PIN** will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) **SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER**
8.	NB: Pricing Schedule: Compliance to ANNEXURE A: PAGE 16 AND 17 REFER TO PAGE 5 TO 6 and 18 *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: *SUBMISSION OF USB* REFER TO PAGE 5 OF 20		1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page *FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.*
10.	• Bidders must submit a letter/certificate from the OEM. FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED		• **The OEM letter or a certificate must be submitted in order to proceed to the next phase** (phase 2). Bidders to ensure that a letter/certification etc. addressing this requirement is attached. • All bidders are required to comply with this requirement. • **Should there be no letter/ certification attached for the solution the bid *will immediately be disqualified.*** • The letter/certification must be signed dated by authorized representative • It should state expiry date or validity FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED

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

PHASE 2: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to 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
		1	2	3	4	5	
1.	**LICENCE RENEWAL, SUPPORT AND SERVICE APPROACH** The bidder must demonstrate its approach for: • Renewing the existing Fortinet NGFW licenses and subscriptions; • Renewing the existing Forti-Identity Cloud licenses; • Ensuring uninterrupted continuation of existing entitlements; • Activating and validating the renewed licenses; • Providing applicable OEM support and escalation; • Managing license expiry and entitlement information; • Providing technical support during the twelve-month contract period; and						**50**

	• Providing CIPC with proof of successful renewal and applicable expiry dates. ***Ratings to be awarded as follows:*** ***1=*** *Not comply with solution capabilities.* ***2= P****artly addressed solution capabilities.* ***3=*** *Designs and Architect a solution as per OEM best practices, comply with all solution capabilities requirements.* ***4=*** *Meet No 3 above requirements plus training and certification, knowledge and skills transfer plan and Integration with CIPC's entire Environment.* ***5=*** *Meet No 4 requirements plus , Hardened Operating System deployed as a multi-role appliance for granular, distributed functionality and enhanced scalability to meet the demands of CIPC environment, create alerts and customization of rules required.*						
2	**Accreditation with Original Equipment Manufacturer (OEM)** **The bidder must provide valid Fortinet partner certification and/or an OEM authorisation letter confirming its ability to provide the required Fortinet licence/subscription renewals and associated support.** ***Ratings to be awarded as follows:*** *1 = No applicable OEM/partner certification.* *2 = Select partner certification provided.* *3 = Advance Fortinet partner certification and OEM evidence provided.* *4 = Expert partner certification plus OEM confirmation covering renewal and support services.* *5 = Regional partner certification, OEM confirmation and demonstrated access to applicable OEM technical escalation/support services.*						**15**
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 Fortinet NGFW Solutions.** *1 = None.* *2 = 1 relevant letters.* *3 = 2 relevant letters.* *4 = 3 or 4 relevant letters.* *5 = More than 4 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.**						**15**
4	**Technical Certification:** **The bidder must submit CVs for a minimum of two (2) technical resources who will provide support services under the contract, together with applicable Fortinet OEM technical certifications.** • ***Ratings to be awarded as follows:*** ***1=****Attached CV's +No NGFW Certification* ***2=****Attached CV's + only NGFW Certification* ***3=****Attached CV's + NGFW; and FortiADC Certification* ***4=****Attached CV's + NGFW; and FortiADC + FortiAnalyser Certification* ***5=****Attached CV's + NGFW; and FortiADC + FortiAnalyser Certification and FortiManager Certification*						**20**
	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 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	**100**

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

11. ANNEXURE A: 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.

BID COSTING

PRICING TABLE (TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. **SDB 3.3: PRICING SCHEDULE**
2. **SBD FORM 1: INVITATION TO BIDS**
3. **A BIDDER *MUST* ATTACH *PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT***
4. **BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 18 AND PAGE WITH REGARDS TO PRICE**

The costing must be based on all approved renewal requirements contained in this Terms of Reference for a period of twelve (12) months.

Pricing must include all licence, subscription, OEM support and maintenance costs required for the full contract period.

Pricing for new hardware, implementation, migration or replacement solutions must not be included unless expressly specified by CIPC. **Pricing to be presented as per the tables below.**

Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and *will be used to evaluate the bids*. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO 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 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)
e.g. Stage 1		*Measured in weeks/ days*			
TOTAL DURATIONS:					
TOTAL BUDGET (Incl VAT):					

The suppliers must break down payment as per deliverable on the project plan. Reports are to be developed and presented per deliverable, e.g.

No.	Deliverable	Quantity	R
1.	As per Bill of Material		
2	Additional Support Hours	1200 hours	
	Total		

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

TOTAL PRICE TO BE STATED BELOW FOR THE TENDER FOR THE DURATION OF THE CONTRACT TO BE CARRIED OVER TO SBD3.3 AND FORM 1

	VAT amount	Amount Inclusive of VAT
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 for price evaluation purposes)**		

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

- Provide fixed price quotation for the duration of the contract
- **Cost must be VAT inclusive and quoted in South African Rand**
- Costing should be aligned with the project activities / project phases

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

12. BRIEFING SESSION

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

COMPULSORY **BRIEFING SESSION/SITE VISIT**	**NONE**

13. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box. THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals must be addressed to:

Manager (Supply Chain Management)
Companies and Intellectual Property Commission (CIPC)
Block F, **the DTIC** Campus, 77 Meintjies Street,
Sunnyside
PRETORIA

Companies and Intellectual Property Commission
a member of the dti group

14. ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni

Contact No: 087 743 7103

E-mail: SMotshweni@cipc.co.za

B. Technical Enquiries

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

OR

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

OR

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

15. DEADLINE FOR SUBMISSION

BIDS OPENING DATE:

BIDS CLOSING TIME: 11:00am

BIDS CLOSING DATE: 26 November 2026

BIDDERS SHOULD 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 BID DEPOSITED IN THE INCORRECT BID BOX.