

REQUEST FOR QUOTATION

PROVISION OF INTERNET AND MANAGED FIREWALL SERVICES FOR THIRTY-SIX (36) MONTHS

RFQ NUMBER	REQ/INS/2022/01032
RFQ ISSUE DATE	21 JUNE 2022
BRIEFING SESSION	N/A
RFQ DESCRIPTION	PROVISION OF INTERNET AND MANAGED FIREWALL SERVICES FOR THIRTY-SIX (36) MONTHS
CLOSING DATE & TIME	24 JUNE 2022 @ 13:00
LOCATION FOR SUBMISSIONS	rfqs@inseta.org.za

Bidders must submit responses via e-mail at: rfqs@inseta.org.za

For any queries or questions, please use above mentioned email address.

The INSETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. **Late and incomplete submissions will invalidate the quote submitted.**

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

Board Members: Mr. J.S. Ngubane (Chairperson), Ms. V. Pearson (Business), Ms. L. van der Merwe (Business), Ms. R.G. Govender (Business), Ms. P. Mendes (Business), Ms. Z. Motsa (Business), Mr. M. Soobramoney (Labour), Mr. J.J.M. Mabena (Labour), Ms. S.A. Anders (Labour), Mr. C.B. Botha (Labour), Ms. S.T. Dinyake (Labour), Ms. N.B. Jonas (Labour)
Ms. F. Mabaso (Government), Mr. S.M. Mpuru (Community Organisation)

CEO: G. Mkhize

1. BACKGROUND

- 1.1** The Insurance Sector Education and Training Authority (INSETA) is a public entity listed in schedule 3A of the PFMA and was established in March 2000. The INSETA must, in accordance with any prescribed requirements to perform in accordance with the Skills Development Act (SDA), the Skills Development Levies Act (SDLA), the Public Finance Management Act (PFMA), any other relevant legislation and the Constitution.
- 1.2** Therefore, the INSETA hereby invite service providers to submit quotations for the Internet and Managed Firewall Services for a period of thirty-six (36) months.

2. SITUATION ANALYSIS

- 2.1** INSETA is currently using FortiGate 60 E. The prospective bidder will be required to reconfigure the FortiGate 60 E, in accordance with INSETA's firewall policy and security requirements.

3. SCOPE OF WORK

Details of the requirements are listed below:

3.1 Internet Services

The bidder shall provide the necessary hardware and other services required to set up the internet connection as follows:

- 3.1.1** A dedicated, leased line of a minimum bandwidth of 200 Mbps internet breakout from bidder's network and make provision for redundancy or Backup. This connection will primarily be used for hosting of corporate applications, data replication requirements to connect to the cloud, sending and receiving of emails, hosted VoIP PBX solution calling, video conferencing, and internet browsing.
- 3.1.2** The demarcation point is in the server room, as an RJ-45 Ethernet port on to the existing INSETA firewall with IP Layer 3 termination.
- 3.1.3** No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory cloud proxy servers and firewalls.
- 3.1.4** The provided bandwidth should be dedicated uncontended, if contended please specify ratios.
- 3.1.5** Internet service should not have additional payment or limitation by (a) traffic amount or (b) time.
- 3.1.6** The bidder must supply and manage the network connectivity equipment (excluding LAN equipment for Head office).
- 3.1.7** Subnet of at least 5 static publicly routable IP addresses is required.
- 3.1.8** Service reliability must be ensured.

3.2 Firewall Management

3.2.1 Provision for network security review and design.

Deployment and management of detective and preventative security controls; examples include, but are not limited to:

- a) Next generation firewall
- b) Antivirus
- c) Web filtering
- d) Intrusion prevention and detection services
- e) Sandboxing
- f) Antispam

3.2.2 Management of secure VPN services.

3.2.3 Management of FortiGate Cloud services.

3.2.4 Provide monthly reports.

3.2.5 Perform quarterly firewall audits and assessments in alignment with INSETA policies and industry best practices.

3.2.6 Develop recommendations for improved security methods, Implement, approved recommendations and knowledge and skills transfer.

3.2.7 Perform ad-hoc requests/investigations as requested by INSETA and submit recommendations for consideration.

3.2.8 Perform regular patch or OS upgrades for new feature release or remediation of bugs/vulnerabilities.

3.2.9 Reporting and threat intelligence services.

4 DELIVERABLES

4.1 Internet and Managed Firewall Services for **thirty-six (36) months**.

5 TIMEFRAMES

5.1 The duration of the contract will be for a period thirty-six (36) months from date of appointment.

6 CONTRACTUAL OBLIGATION

- 6.1 In the case of the service provider using sub-contractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- 6.2 **Bidder will be subjected to annual review in terms of measuring satisfactory performance.**
- 6.3 The successful bidder will be required to have adequate professional indemnity as well as liability insurance in place (**upon parties contracting**).
- 6.4 Bidders are required to fully comply with the relevant SCM Legislative Framework as well as application of regulatory and prescripts.
- 6.5 Bidders are also required to take all reasonable steps to protect information, in line with the provisions of the POPIA 4 of 2014.

7. ABSENCE OF OBLIGATION & CONFIDENTIALITY

- 7.1 No legal or other obligation shall arise between the service provider and INSETA unless/until both parties have signed a formal contract or Service Level Agreement in place.
- 7.2 The Contract site is at **INSETA (as and when required)**.

8. WORKMEN AND SUPERVISION ON SITE

- 8.1 The service provider shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the contract.

9. PREQUALIFICATION CRITERIA (Phase 1)

- 9.1 Bidder must submit proof of registration on CSD (**Central Supplier Database**).
- 9.2 The SBD forms must be fully completed, signed and initialled by the authorised company representative.
- 9.2.1 **SBD 4 Bidder's Disclosure**
- 9.2.2 **SBD 6.1 Preference Points Claim Form**
- 9.2.3 **General Condition of Contract (GCC)**
- 9.3 **Bidder must initial all pages of GCC and sign all pages of this RFQ document and submit a formal quotation on a company letterhead.**
- 9.4 Bidder must provide a valid BBBEE Certificate (accredited by SANAS only) or BBBEE Certificate issued by CICP, or valid Sworn Affidavit on the DTI issued template.

Note: All bidders who do not comply with the items listed above will be disqualified.

10. MANDATORY CRITERIA

10.1 The following compulsory requirements must be provided;

10.1.1 The bidder must provide three (3) reference letters proving same work done on Internet and Managed Firewall services from three (3) different clients, reference letters must be on client's letterhead dated, signed with contact details and email addresses.

10.1.2 The bidder must provide a CV and Certificate of the Network Support Resource (Engineer) certified to Manage FortiGate and related firewalls.

Note: All bidders who do not comply with the items listed above will be disqualified.

11. PRICING SCHEDULE

11.1 Service providers must ensure that the price quotations are inclusive of all applicable taxes (Including VAT).

11.2 Price quotation must be provided for a monthly basis for Internet and Managed Firewall services for the period of thirty (36) months. Including all applicable increases.

11.3 Bidders are required to provide pricing for thirty-six (36) months including up to 5% year on year increase.

11.4 Prices accepted must remain fixed and firm for thirty-six (36). Any possible price increases and/or escalations must be considered, no additional costs will be admitted later.

PRICING SCHEDULE

Items	Description Unit	Quantity	Unit Price	Total Cost
1.	Once-off Internet and Firewall Configuration	1		R
2.	Monthly Internet Services	36		R
3.	Monthly Managed Firewall Services	36		R
4.	Fiber Relocation Setup	1		R
Total Excluding VAT				R
VAT @ 15%				R
Total Including VAT				R

** Bidders to complete above table: Pricing Schedule

NB: Tax matter for the recommended bidder will be verified on Central Supplier Database (CSD) or SARS E-Filing prior awarding. If the bidders tax matters are non-compliant in terms of clause 4.2 & 4.3 will be exercised from National Treasury Instruction No.9 of 2017/2018 (Tax Compliance Status Verification).

11.5 Preference Evaluation

11.5.1 BBBEE and Price

As the tender **price is estimated to be between R30 000 and R50 million including VAT**, the tender responses will be evaluated on the **80/20**-point system.

12. ADJUDICATION USING A POINT SYSTEM

- 12.1** The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 12.2** Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 12.3** In the event that two or more bids have scored equal points in terms of price and preference points for BBBEE, the successful bid must be the one scoring the highest number of preference points for BBBEE - in terms of PPPFA Act 5 of 2000.
- 12.4** However, when functionality is part of the evaluation process and two or more bids have scored equal points for BBBEE, the successful bid must be the one scoring the highest score for functionality.
- 12.5** Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

13. POINTS AWARDED FOR PRICE AND BBBEE PREFERENCE POINT

The **80/20** preference point system

A maximum of **80** points is allocated for price on the following basis:

$$P_s = 80 \{1 - (P_t - P_{\min})\}$$

P min

Where:

P_s = Points scored for comparative price of bid under Consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

14. B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status Level of contributor	Number of points 80/20 system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14.1 Bidders who qualify as EME's and QSE's in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of information constitutes a criminal offence.

14.2 Bidders other than EME's or QSE's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by SANAS.

14.3 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

14.4 Consortium

14.4.1. A consortium is an association of two or more individuals, companies, organisations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.

14.4.2. A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the joint endeavour, particularly the division of profits. A consortium is formed by contract, which designates the rights and obligations of each member.

14.4.3. In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to a RFQ/Bid process is such that the lead partner is identified and the following requirements are required as follows:

a) Lead Partner

- All administrative documents (consortium agreement between the lead partner and the partner)
- Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfils the requirements of the bid through combination of skills)

b) Partner

- Proof of CSD registration.
- Tax Pin.
- BBBEE Sworn-Affidavit.
- SBD 4

14.4.4. It should be taken into cognisance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of BBBEE status in order to align with the BBBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

14.4.5. Of importance is that in a consortium, each individual team members retain their identities.

14.5 A joint venture

14.5.1. A joint venture is a business entity created by two or more parties, generally characterized by shared ownership, returns and risks and shared governance.

14.6 Unincorporated joint venture:

14.6.1 All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership agreement between parties) will be completed in the name of the joint venture, and the following will be required from both parties, amongst others

- a) SBD 4
- b) SBD 6



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- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

14.7 Incorporated joint venture

14.7.1 This aligned to a registered entity or company. A registered entity/ company with a consolidated BBBEE certificate and a bank account in the name of the Joint venture. The required compliance documents must be complete by the entity/ company the name of the joint venture, and the following will be required amongst others.

- a) SBD 4
- b) SBD 6
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint BBBEE Certificate.

14.7.2 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

14.7.3 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

15 COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of INSETA in respect of BID process, between the closing date and the date of the award of the business.

All enquiries relating to this BID should be emailed **three days before the closing date**.

16 CONDITIONS TO BE OBSERVED WHEN BIDDING

- 16.1** The organization does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of his BID submission. The organization also reserves the right to withdraw or cancel the BID at any stage.

No BID shall be deemed to have been accepted unless and until a formal contract / letter of award is prepared and executed.

The competitive shall remain open for acceptance by the Organization for a period of 60 days from the closing date of the BID Enquiry.

INSETA reserves the right to:

- 16.2** Not evaluate and award a bid that do not comply strictly with this BID document.
- 16.3** Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the terms of reference.
- 16.4** Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered or permitted.
- 16.5** Cancel this BID at any time as prescribed in the PPPFA.
- 16.6** Should bidder(s) be selected for further negotiations, they will be chosen on the basis of the cost effectiveness and the principal of value for money not necessarily on the basis of the lowest costs.

17 Cost of Bidding

- 17.1** The bidder shall bear all costs and expenses associated with preparation and submission of its BID submission and the INSETA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

18 Note to Bidders:

- 18.1** Due diligence to be conducted by INSETA prior to the award of the contract.

END OF TERMS OF REFERENCE DOCUMENT

Annexed to this document for completion and return with the document:

- SBD 4 Bidder's Disclosure
- General Conditions of Contract (GCC)
- SBD 6.1 Preference Points Claim Form

Non-compliance in returning above mentioned documents, will deem the bid non responsive.

