

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE EMAIL SECURITY AND CLOUD BACKUP DISASTER RECOVERY FOR 24 MONTHS.

1. Background to the CBE

The Council for the Built Environment (CBE) is a Schedule 3A Public Entity which reports to the National Department of Public Works and Infrastructure. The entity is a statutory body established under the Council for the Built Environment Act (No. 43 of 2000) (the CBE Act). It is an overarching body that coordinates the six Councils for the Built Environment Professions (Architecture, Landscape Architecture, Engineering, Property Valuers, Project and Construction Management, and Quantity Surveying). The objects of the CBE are to-

- promote and protect the interests of the public in the built environment;
- promote and maintain a sustainable built environment and natural environment;
- promote ongoing human resource development in the built environment;
- facilitate participation by the built environment professions in integrated development in the context of national goals;
- promote appropriate standards of health, safety and environmental protection within the built environment;
- promote sound governance of the built environment professions;
- promote liaison in the built environment in the field of training, both in the Republic and elsewhere, and to promote the standards of such training in the Republic;
- serve as a forum where the representatives of the built environment professions may discuss the relevant required qualifications; standards of education; training and competence; promotion of professional status; and legislation impacting on the built environment.
- ensure the uniform application of norms and guidelines set by the councils for the professions throughout the built environment.

2. Main Objective of this project

The objective of the assignment is to **appoint a service provider to provide Email Security (60) users, Cloud Backup Disaster Recovery for 24 Months.**

3. Scope of work and project deliverables

3.1 Multi-Layered Email Protection for 60 users

3.1.1 Forensics and Incident Response –

Enables IT team to identify, track, and resolve email attacks from outside your organization, for example, a phishing or ransomware attack.

3.1.2 Email Security Gateway Service –

Security service protecting both inbound and outbound email against the latest spam, viruses, worms, phishing and denial of service attacks.

Cloud-based protection Tech Specs:

Email Security

- Spam
- Email-borne viruses (inbound and outbound)
- Email-based malware
- Phishing emails
- Undelivered emails
- Unsecured emails
- Denial-of-Service attacks
- Advanced Threat Protection using full-system emulation sandbox
- Agentless email encryption

Inbox Defence

- Defeat spear phishing and account takeover.
- A multi-layer AI engine that detects and blocks spear phishing attacks in real time and identifies which employees are at highest risk of spear phishing.
- Domain Fraud Protection that delivers visibility and analysis of DMARC reports, which prevent phishing and brand hijacking and ensure deliverability of legitimate email traffic
- Ability to detect account takeover attempts and block email attacks launched from compromised accounts.

Web- based Management-

- Convenient configuration and management.
- Web-based management portal
- LDAP and multi-factor authentication
- Centrally manage security policies
- Access reports from any location

Resilience & Continuity -

- Failover to cloud-based email service to continue operations
- Provides email continuity for up to 96 hours
- Emergency mailbox allows users to send, receive, read, and respond to email
- Brand protection using DMARC reporting and enforcement

4. Archiving

Technical Specs

- Tamper-proof email archiving for compliance and e-discovery
- App plugins for outlook for archiving search features
 - Archive directly from Office 365 to cloud-based archive
 - PST management for legacy email
 - Granular retention policies
 - Full text search with multiple operators
 - Legal hold
- Each user has login rights to their online spam and archive folder if required.

5. Secure Cloud Data Centres

- AES 256-bit encryption at rest and in transit
- Tier 3 & 4 data centres
- SSAE 16 or SOC audited data centres
- Public key cryptography (RSA 1024)
- File name stripping
- Isolated customer metadata databases

- Redundant storage

6. **Cloud Backup Disaster Recovery**

Required single backup solution which can backup workstations and laptops windows 10 and above must support advance features of data in transit and at rest (Continuous data protection) and office 365 one drive, teams, SharePoint and email. Ransomware protection. Requirement for server backups from Windows 2012 R2 and above and it must support SQL and active directory plugins and include disaster recovery. Must be a single cloud based management console. It should cater for manual or automatic switch over. Capability to restore file and folder. Laptop backup all documents. **PLEASE NOTE THAT 8.5TB OF STORAGE FOR SERVERS AND LAPTOPS WITH FORCASTED INCREASE OF 30% PER ANNUM IS NEEDED.**

Key Features

General

- Active Protection - Prevent system downtime caused by ransomware with a unique, proactive technology that stops 99.99 percent of attacks. Any files impacted before an attack that was deflected are automatically restored.
- Universal Restore - Recover Windows and Linux systems swiftly to the same, similar, or dissimilar hardware, including bare-metal, physical, virtual, or cloud environments.
- Flexible retention policies - Set up a backup retention policy and apply it to a specific device or several machines. Store backups indefinitely, limit the number of backups per machine, or specify how long to keep backup files.
- Customizable backup scheduling - Perform manual or automatic backups according to the desired schedule and frequency – monthly, weekly, daily, hourly, or even every 10 minutes.
- Continuous data protection (CDP) to protect high valued endpoints
- Data Encryption.

Support Platforms

- Windows, Linux, Mac

- VMware, Hyper-V, Virtuozzo, Citrix XenServer, RHEV, KVM, Oracle VM Server, Nutanix Acropolis
- Amazon EC2, Azure VMs
- Office 365, G Suite
- Application-aware backup for Microsoft Exchange, SQL Server, SharePoint, Active Directory, SAP HANA, Oracle Database
- iOS, Android

Requirements

- 24x7 Remote Monitoring and Support
- Manned service desk
- Includes setup and installation
- Include re-running of backups
- AES-256 data encryption
- Protection from Ransomware
- Weekly Reports
- Monthly management review meetings
- Reseller to manage all backups and D/R requirements
- Certified engineers on required product
- Required backup of all windows servers
- Required backup of key laptops
- Option to enable CDP protection on key endpoints
- Required backup of O365, Teams, SharePoint, OneDrive and mail for all users
- Secure data centres
- One price for all services

7. Project timeframes

Bidders must note that the above mentioned services must be provided within 2 weeks from the date of signing the contract.

8. Evaluation Process:

The following evaluation process shall be followed:

8.1 Pre-qualification Criteria

Pre-qualification Criteria (Bidders must meet the following pre-qualification criteria. *Failure to meet these requirements shall result in the disqualification of your proposal*):

- a) Potential service providers must be registered on the National Treasury Central Supplier Database (CSD). The CSD registration report must be submitted. Prospective bidders must be tax compliant. **This quotation will not be awarded to any bidder who is not registered on the CSD, or whose tax matters are not in order, and/or who is a restricted supplier.**

**** The CBE reserves the right to verify the authenticity of the information submitted. The results of the verification will take precedence.**

8.2 Evaluation Phases:

i. Phase 1: Functionality Evaluation

The service provider's proposal will be evaluated against the set criteria indicated below. A form will be used which will reflect the name of the service provider, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be affected on a basis of consensus.

The following scoring matrix will be used:

Unable to evaluate	Does not comply with the requirements	Partial compliance with requirements	Full compliance with requirements	Exceeds requirements	Exceptionally exceeds requirements
0	1	2	3	4	5

The following formula will be used to convert the points scored against the weight:

$$Ps = \left(\frac{So}{Ms} \right) \times 100$$

Where:

Ps = Percentage scored for functionality by proposal under consideration

So = Total score of proposal under consideration

Ms = Maximum possible score

Service providers will be expected to achieve a minimum threshold score of 60% in order to proceed to the due diligence process.

A **due diligence process** will be conducted in respect of all short-listed bidders to determine the capability and ability of short-listed bidders to execute this contract.

The CBE reserves the right to utilise any one or more of the below due diligence methods:

- Presentation by bidders with pre-determined questions being posed by the CBE. A set of pre-determined questions based on the submitted proposal will be posed. This will be evaluated based on a grading scheme of either consistent or not consistent with the proposal. Should more than 20% of the responses not be consistent to the bidder's proposal their proposal will be disregarded.
- An investigation by the CBE of the bidder's previous contracts carried out, availability of skills or knowledge, existing workload
- Confirmation of the authenticity and content of the reference letters submitted (bidders must provide a minimum of **three** signed **reference letters** of the same work undertaken even if this method is not selected for due diligence). **Purchase orders** will also be accepted, subject to the CBE verifying the authenticity of the information submitted.

Should negative feedback be obtained from the aforementioned that will render the bidder unsuitable to execute the assignment, their proposal will be disregarded at this point and they will not proceed for further evaluation.

It must be noted that if a service provider has previously undertaken work for the CBE to which a positive report is on record, such report may be used for the purpose of due diligence in the event that the selected method(s) above is/are unsuccessful.

Should the bidder meet the requirements of due diligence, their proposal will proceed to Phase 2.

ii. Phase 2: Calculation of points

Please note that the proposals will be evaluated using the 80/20 preference point system.

- a) 80 points are allocated for price and 20 points are allocated for the service provider's B-BBEE Level of Contribution.

- b) An original or originally certified copy (**it must be fresh ink and not a copy**) of the B-BBEE certificate OR valid original sworn affidavit (whichever is applicable) must be submitted to confirm your B-BBEE Level. Failure to submit a B-BBEE certificate or sworn affidavit will result in the forfeiture of points. Failure to submit a correct and valid certificate or affidavit will result in the forfeiture of B-BBEE points. Only points for price will be allocated. Any enquiries in respect of B-BBEE Status Level Verification Certificates may be directed to the B-BBEE Commission at 012-649 0918. Potential service providers must note that affidavits must adhere to the requirements set out in The Broad Based Black Economic Empowerment Practice Guide 1 of 2018, Determining the validity of a Broad-based Black Economic Empowerment verification certificate, B-BBEE certificate and affidavit, paragraph 17. (Please ensure that your affidavit complies with the requirements set out under this paragraph. If one or more requirements are not met, it will render the affidavit invalid).

Special note: Service providers must please ensure that affidavits indicate the title of the deponent i.e. director or member or owner (please circle/underline the relevant title applicable to you); and the full financial year must be stated i.e. date, month and year (not only the calendar year). Your empowering supplier status must also be indicated.

During phase 2, points for price will be calculated for all shortlisted service providers in accordance with the following formula:

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

Where:

P_s	=	Points scored for price of proposal under consideration
P_t	=	Rand value of proposal under consideration
P_{\min}	=	Rand value of lowest acceptable proposal

iii. The final points will be calculated as follows:

Points for price:	80 points
B-BBEE Status Level of Contribution:	<u>20 points</u>
Final points:	<u>100 points</u>

In accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the CBE reserves the right to apply the following objective criteria, based on current case law, in determining the final outcome of the award irrespective of which bidder scores the highest final points:

- (1) the rotation of contracts amongst suppliers; following two (2) awards by the CBE to the same supplier within a period of 12 months
- (2) protection of the environment
- (3) the receipt of an abnormally low or high price i.e. more than 10% below the estimated price or more than 5% above the estimated price

A recommendation for award will then be formulated for approval by the relevant delegated authority.

8.3 Evaluation Criteria

The following criteria and weights shall apply when considering the proposals:

CRITERIA FOR FUNCTIONALITY	WEIGHT	SCORING GUIDELINE
Experience relevant to assignment Provide detailed information on the background of the company in undertaking this type of project (IT Hardware Supply and services) Provide a minimum of three (3) signed reference letters for the same work undertaken for previous clients. The reference letters must: contain valid contact details be on an official letterhead	40	0 = No letters or unsigned or undated letters 1 = List of contactable references only 2 = 1-2 reference letter relevant to the assignment 3 = 3 letters relevant to the assignment 4 = 4 letters relevant to the assignment

bear the signature of a company official not be older than three years.		5 = 5+ letters relevant to the assignment
Minimum Technical Specification The service provider must meet and provide the minimum specification. Value Added Services will be an advantage.	50	0 = No specifications provided 1 = Below minimum specifications and cannot fulfil the needs 2 = Below minimum specifications but could still fulfil the needs 3 = minimum specifications as per ToR 4 = Above minimum specifications with no value added 5 = Above minimum specifications with value added services
Empowering Supplier	10	5 = 100% black female/ youth owned entity 4 = 100% Black owned entity 3 = More than 51% black owned entity 0 = No information submitted An additional point will be allocated if an entity has demonstrated that it has a disabled employee(s) or is owned by disabled persons. The additional point will not be allocated if a bidder has scored a 5.
Total	100	
Threshold Score	60	

9. IMPORTANT CONDITIONS

- Protection of Personal Information - All bidders agree that personal information of persons related to or linked with bidders or respondents to this request for quotations/request for proposals or tender document is/may be required to fulfil the requirements for submitting a bid. All bidders agree that the CBE may collect, keep and process such information provided that the aforesaid uses shall be for purposes of evaluating the bid submitted. Where the information is sought to be used for other purposes, further and specific consent shall be obtained.
- Bidders shall note that any personal information that they may disclose to or share with the CBE pursuant to this request/Bid may be processed by the CBE in terms of the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). By disclosing or sharing any personal information, the bidder is unconditionally consenting to the processing thereof by the CBE, its stakeholders or partners of such personal information for purposes related to this request/Bid. Further, the bidder declares all consents required by the POPI Act or any other law applicable in respect of all personal information disclosed has been duly and legally obtained. Thus, the bidder hereby indemnifies the CBE against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information disclosed to the CBE pursuant hereto.
- Service providers are required to submit a detailed breakdown of their pricing.
- The price quoted must be inclusive of VAT (if applicable) and prices must be firm.
- All Supply Chain Management compliant (required) documents must be completed in full and submitted. These include SBD 1, 4 and 6.1.
- Bidders must submit the company registration documents (CIPC), share certificate and ID documents of all Directors.
- Any award made to a Bidder under this proposal is conditional upon the Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the CBE is prepared to enter into a contract with the successful Bidder.
- The General Conditions of Contract (GCC) are to be acknowledged and returned with your bid.

- All parties forming a joint venture or consortium for the purpose of this assignment must submit a separate CSD report for each party and all SBD forms and GCC must be completed by each party to the joint venture or consortium and submitted accordingly.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements (where applicable). The CBE will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- The CBE reserves the right to disregard a bidders' proposal should it be found that work was previously undertaken for the entity to which poor performance was noted during the execution of such contract that subsequently led to the cancellation of said contract in the last five years. Documentary evidence of poor performance without a cancellation of the contract may also result in the disqualification of the bidders' proposal.
- Any communication between the closing date and the award of the proposal by Bidders is discouraged.
- Whilst all due care has been taken in connection with the preparation of this proposal, the CBE makes no representations or warranties that the content of the proposal or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The CBE and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- If a Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this proposal or any other information provided by the CBE (other than minor clerical matters), the Bidder(s) must promptly notify the CBE in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the CBE an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error or inconsistency in the proposal or any other information provided by the CBE will, if possible, be corrected and provided to all Bidders without attribution to the Bidder(s) who provided the written notice.
- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such proposals.

- The CBE supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CBE condemns any form of fronting.
- The CBE, in ensuring that Bidders conduct themselves in an honest manner may, as part of the evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the proposal / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CBE may have against the Bidder / contractor concerned.
- A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this BID. In the event that the CBE allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and the CBE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.
- Bidders who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.
- The following are extracts from the PPPFA Act:
 - a) 11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the sub-contract."
 - b) 11(9) "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 an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

- If a Bidder breaches the conditions of this proposal and, as a result of that breach, the CBE incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds the CBE harmless from any and all such costs which the CBE may incur and for any damages or losses the CBE may suffer.
- **Proposals must be emailed to** both sthembile@cbe.org.za and afika@cbe.org.za. Please copy moshai@cbe.org.za.
- The original or originally certified BBBEE Certificates or original sworn affidavits must be hand delivered to 169 Corobay Avenue, Corobay Corner (Block A – 2nd Floor), Menlyn, Pretoria and deposited into the bid box before the closing date and time stipulated below, as the documents must be original or originally certified copies.
- It is the responsibility of prospective bidders to ensure that their proposal documents are submitted before the closing date and time of the proposal.
- Proposals received after the closing time and date will not be considered for evaluation.
- The CBE reserves the right not to award this contract.
- The CBE will enter into a formal contract with the successful bidder.
- Any change of information provided in the bid document that may affect service delivery by the successful bidder must be brought to CBE's attention as soon as possible. Failure to comply may result in the contract being terminated.
- Should the bidder present information intentionally incorrectly/fraudulently their proposal will be disqualified.
- It must be noted that payment will be made upon satisfactory delivery of the service and receipt of an invoice.
- The invoice will be paid within 30 days of receipt thereof. No deposit, advance and lump-sum payments will be made. A shorter payment period may be agreed upon by the CBE and the successful supplier and a supplier development agreement will be signed in this regard. To be considered for the shorter payment period the service provider must meet the following requirements:
 - ✓ Be at least 51% black owned.
 - ✓ Be an Exempt Micro Enterprise (EME) (Turnover under R10 million) or a Qualifying Small Enterprise (QSE) (Turnover less than R50 million), subject to the specific Sector Code.

- The closing date for submission of proposals is **25 October 2022 at 11:00am**.
- Proposals will be valid for a period of **30 days** after the closing date of the proposal.

**** Special Note: The CBE reserves the right not to award two contracts that are in direct conflict with each other to the same service provider.**

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