

ANNEXURE "H" TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 04/2020/2021

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO

SUBMIT PROPOSALS FOR DATACENTRE

INFRASTRUCTURE MANAGEMENT

SERVICES

CONTRACT PERIOD: THREE (3) YEARS

EFFECTIVE 01 NOVEMBER 2020 to 31

OCTOBER 2023



1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)

- 2. CIPC's standard conditions of purchase shall apply.
- 3. Late and incomplete submissions will not be accepted.
- 4. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
- 5. 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.
- 6. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
- 7. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
- 8. 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.
- 9. CIPC reserves the right to negotiate with the successful bidder on price.
- 10. The service provider must ensure that their work is confined to the scope as defined.
- 11. 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.
- 12. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
- 13. 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.
- 14. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 15. All prices quoted must be inclusive of Value Added Tax (VAT)
- 16. All prices must be valid for 120 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.

Page 2 of 15 "TOR" Datacentre FV 04092020



- 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.

Page 3 of 15 "TOR" Datacentre FV 04092020



2. <u>COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY</u> DISQUALIFY THE PROPOSAL

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

2.1. SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit One (1) original copy (hard printed copy of the technical proposal)
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents *must be signed in ink* 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.

2.2. SUBMISSION OF USB

a) NO DISC WILL BE ALLOWED

- b) ONE (1) USB <u>must be submitted, including technical proposal as well as price proposal saved in separate</u> 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
- i) All pages must be signed; numbered and initial as per the Original copy
- The USB must be submitted in PDF format ONLY and must be <u>read ONLY</u>

2.3. SUBMISSION OF PRICE PROPOSAL

- 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).

Page 4 of 15 "TOR" Datacentre FV 04092020



- 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).
- g) All prices must be valid for 120 days

2.4. 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 USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL")
- 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
 NB: Bidders must also refer to page 12 of 14 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 conditi	ions of this tender.		
I have supplied the required information	n and the information subn	nitted as part of this tend	er is true and correc
	. ere ere ere ere ere ere		
1944			
	997	parameter and the second	
Signature	D	ate	
	, (480)	and the second second	
	Contract to the second		

Page 5 of 15 "TOR" Datacentre FV 04092020



Table of Content

1.	TERMS AND CONDITIONS OF REC	<u> UEST FOR TENDER (RFP)</u>		2
1	COSTING			10
2	SPECIAL CONDITIONS			10
2	EVALUATION DEPOSEOS (Oritaria)			11
8:1	EVALUATION PROCESS (Criteria)		tus.	11
8 8	.2. PHASE 1: compliance to minimum requ.3. PHASE 2: FUNCTIONAL EVALUATION	irements and mandatory requirements	3	12 13
Pre	eferential Procurement Policy			14
4	Briefing session /SITE VISITS			14
5	SUBMISSION OF PROPOSALS)		15
6	ENQUIRIES			15
7	BID DETAILS			15



2. INTRODUCTION

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate service levels to all its stakeholders. CIPC would like to invite bidders to submit proposals for the maintenance and support of Microsoft Exchange Server, HP 3 Par SAN and Server Administration & Support.

3. BACKGROUND

The CIPC ICT environment runs on state-of-the-art technology platform that hosts key applications to assist the commission in the delivery of its mandated responsibility and functions. The nature of the CIPC business requires that systems should be available at all times with very little to no service interruptions. The commission's ICT unit has recently embarked on several equipment and software upgrades as well as infrastructure renewal initiatives in order to ensure systems stability and optimal performance. Additional work in this regard still continues. Highly skilled and competent resources are required for the operation, support and maintenance of the server, SAN and Exchange platforms as well as a transfer of skills to the commission's respective technicians/employees.

The service should involve multiple different levels of resources with different skill sets to achieve the outcome stated above and to address the scope of work and objectives accordingly. The offering should be based on the services to be delivered. Activities are primarily expected to be conducted during working hours. Technicians may, from time to time, be required to work outside office hours including weekends and public holidays.

4. SCOPE OF WORK AND OBJECTIVE

A minimum of two (2) FULL TIME and onsite resources are required for the provisioning of the listed services.

4.1. Microsoft Exchange Server 2013/2019 Administration & Support

- Administration of Microsoft Exchange Server databases;
- Creation, backups, restore and administration of user mailboxes;
- Implement security;
- Upgrade MS Exchange;
- General configuration and operational activities; and
- Skills transfer

Page 7 of 15 "TOR" Datacentre FV 04092020



4.2. HP 3 Par SAN Maintenance, Administration & Support

- Provide primary technical and maintenance support of the environment;
- Support and knowledge of multiple operating systems, Linux, UNIX, Windows, Virtualization platforms;
- Maintain and Support HPE 3PAR File Persona;
- · General configuration and operational activities; and
- Skills transfer

4.3. Server Support, Maintenance & Administration

- Performance and availability Health Check of Windows and Unix/Linux servers;
- Patch and security management WSUS;
- Change management administration;
- Infrastructure Build and Preparation (incl. Server, SAN, Storage);
- Support and maintenance Hyper-V Cluster;
- Support and maintain HPE One view;
- Support Dev/Testing/QA Servers and storage;
- Support and maintain Windows 10;
- Support and maintain Outlook;
- SCCM
- Backups
- Provision physical and virtual servers;
- Monitor Server and storage;
- General configuration and operational activities; and
- Skills transfer

NB: Bidders should provide separate pricing as follows:

- 1) Onsite support (2 full-time resources); and
- 2) Ad hoc support (on request/demand) four hundred and fifty (450) hours over 3 years. (150 hours per year).

5. DURATION OF CONTRACT

The contract duration is for three (3) years and an SLA will be entered into with the successful bidder. <u>This will be subject to a</u> <u>3-month termination notice for operational reasons and/or other contractual provisions.</u>

Page 8 of 15 "TOR" Datacentre FV 04092020



6. COMPETENCY AND EXPERTISE REQUIREMENTS

CIPC primarily makes use of HP, Microsoft, Oracle, UNIX, Informix and Virtualised technology standards. The successful Service Provider should possess the pre-requisite technical skills, capacity, OEM certification and competence to provide the services for the duration of the contracted period in a continuous professional and sustainable way.

NB: COMPETENCIES IN EQUIVALENT OR SIMILAR TECHNOLOGIES WILL BE CONSIDERED ACCORDINGLY.

These must include:

- Proven experience and sufficient capacity in providing services specified in the scope of requirements.
- Soft Skills that include Communication, Report writing, and Relationship management.

7. WORKING CONDITIONS

Equipment

PC, Network connectivity, telephone, and other relevant equipment as agreed will be provided by CIPC.

Proprietary rights

- The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC;
- The final product of all work done by the Service Provider, shall at the end of service period, be handed over to CIPC;
 and
- The Service Provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC.

Indemnity / Protection / Safeguard

- The Service Provider safeguards and sets free CIPC 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 service Provider contracting
 personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC 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 Service Provider.

Government Safety

- The Service Providers attention is drawn to the effect of government Safety Legislation. The Service Provider must ensure
 (be sure) that relevant steps are taken to notify the appropriate resources whether sub-contacted or not of this
 requirement.
- Service Provider resources must at all times follow the security measures and obey the rules as set by the CIPC.

Page 9 of 15 "TOR" Datacentre FV 04092020



Quality

- The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to
 provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related
 to these changes.

8. COSTING

The costing should be based on a monthly retainer for the duration of the contract. 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. The quotation must be for a period of Three (3) years inclusive of:

- 1) Onsite support (2 full-time resources); and
- 2) Ad hoc support (on request/demand) four hundred and fifty (450) hours over 3 years. (150 hours per year). For the invitation to service providers to submit proposals for datacentre infrastructure management services for a period of three (3) years effective 01 November 2020 to 31 October 2023. NB The TOTAL PRICE (CEILING 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.

9. SPECIAL CONDITIONS

- 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. CIPC reserves the right to negotiate with the successful bidder on price.
- 3. The service provider must ensure that their work is confined to the scope as defined.
- 4. 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.
- 5. 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)
- 6. No advance payment would 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.
- 7. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 8. 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.

Page 10 of 15 "TOR" Datacentre FV 04092020



- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 14. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- 15. CIPC reserves the right not to make this appointment
- 16. Service provider/s participated in the compilation of the terms of reference /specification are not allowed to submit proposals for this tender.

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).

10.1 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

Page 11 of 15 "TOR" Datacentre FV 04092020



10.2 PHASE 1: compliance to minimum requirements and mandatory requirements

During Phase 1 all bidders will be evaluated to ensure compliance to 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(s) proposal *may* be disqualified for non-submission of any of the documents

Item No	Document that must be submitted	Compliance Provide answer Yes/No	Submission requirement Note that 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 The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Company Registration Certificate.		Certified copies to be attached
4.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
5.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
6.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
7.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
8.	Registration on Central Supplier Database (CSD	and the second s	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 NUMBER
9.	Pricing Schedule	cont.	. Submit full details of the pricing proposal in a separate envelope.
	Refer to page 5 of 15		b. Price must be carried over to SBD 3
	and Page 10 of 15 with regards to		c. The price envelop must be marked with the bidder's name
	Pricing compliance		FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION

Page 12 of 15 "TOR" Datacentre FV 04092020



10.3. PHASE 2: FUNCTIONAL EVALUATION

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: Functionality will count out of 100 and bidders must achieve a minimum of 60 out of 100 percent to proceed to the next phase. **Bidders achieving less than 60% will not be evaluated further.**

No	EVALUATION CRITERIA		Rating				Weight	Total
		1	2	3	4	5		
1.	Service provider proven 4 years' experience in providing services as contained in the scope of					****	40	
	work (point 2). (Provide a minimum of three reference letters with contactable references from							
	organisations)	· · · ·						419
	1 – No Reference Letters		6.7					
	2 – Two Reference Letters with less than 4 years' experience							
	3 – Three Reference Letters with 4 years' experience							:
	4 – Four Reference Letters with 5 to 8 years' experience							
	5 – Five Reference Letters with greater than 8 years' experience				į			7
2.	Service Provider OEM Certification/partner:(Please attached copy of certifications)						30	
,	1 – No HP Accreditation							3
/	2 – Other non HP accreditation						4	
	3 – HP Accreditation						200	
	4 – HP Accreditation, Microsoft Accreditation and Data Protector							
	5 – HP Accreditation, Microsoft Accreditation, Data Protector and Netapp					100		
3.	Provide detailed CVs of the resource that will be providing the on-site services. CVs must show						30	
	all certifications and experience related to the aspects detailed in the scope of work.							
	1 – No CV's submitted,							
	2 – CV's with no formal qualifications.							
	3 – CV's + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as							
	per the NQF framework.							
	4 – CV's + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as	ord ²						
	per the NQF framework and accredited EA certification							
	5 – CV + 10yrs relevant ICT experience and National Diploma qualification or equivalent as per							
	the NQF framework and accredited EA certification							
	Total						100	

Note:

- 1. Functionality will count out of 100 points. Bidders must achieve a minimum score of <u>60 points out of 100</u> 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

Page 13 of 15 "TOR" Datacentre FV 04092020



10.4 PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

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 <u>80/20</u> 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

- 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

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply
 in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or
 is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

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

11. BRIEFING SESSION /SITE VISITS

There is no briefing session for this Bid

NONE

Page 14 of 15 "TOR" Datacentre FV 04092020



12. 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

13. ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maghula

Contact No: (012) 394 3971 /45344

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

B. Technical Enquiries

Mr Anand Moopanar

E-mail: amoopanar@cipc.co.za

14. BID DETAILS

Bids opening date: 04 September 2020

Briefing Session date: N/A

Bids closing time: 11h00 am

Bids closing date: 23 September 2020

<u>PLEASE NOTE</u>: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.

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 SERVICE.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS
WILL NOT BE ACCEPTED FOR CONSIDERATION

Page 15 of 15 "TOR" Datacentre FV 04092020