

## **ANNEXURE “H”**

### **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 18/2021/2022**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TO SUPPLY, INSTALL, CONFIGURE, DEPLOY, SUPPORT AND MAINTAIN A CLOUD BACKUP SOLUTION FOR LAPTOP AND DESKTOP DEVICES (endpoints) OF 600 USERS.**

**CONTRACT PERIOD: SIXTY (60) MONTHS, WITH AN OPTION TO RENEW.**

**BID CLOSING DATE: 25 FEBRUARY 2022**

**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”.**

**NB: COVID -19 REGULATIONS TO BE ADHERED TO**

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## **1. 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 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. 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 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.
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.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS**

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

**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).**
- 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 120 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 15 REQUIREMENTS ON PRICE PROPOSAL

**NB: Bidders must also refer to page 11 of 16 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**

### 3. INTRODUCTION

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, cooperatives and intellectual property rights and maintenance of such information including those of close corporations. Related services include the disclosure of such information, compliance monitoring and enforcement of obligations with the Acts under CIPC's administration as well as dispute resolution arising out of infringements to these rights. Hence, the CIPC needs to ensure the integrity and efficiency of its services in order to provide accurate processing, retention and disclosure of information to all its stakeholders. In virtue of CIPC's digitalization strategy to make such mandate feasible:

CIPC would like to invite bidders to submit proposals to supply, install, configure, deploy, support and maintain an end-point cloud backup solution for laptops and desktops of up to 600 users for a period of 60 months, with an option to renew for a further 60 months. The proposed cloud backup solution needs to be scalable and a phased implementation approach is needed to accommodate CIPC's evolving requirements, as well as desktop/laptop refresh cycles.

### 2. BACKGROUND

CIPC's ICT environment comprises a composite of technology platforms that host its applications and data. The digitalized nature of the Commission's business operations requires systems to be available at all times with very little to no service disruptions or data compromises. The Commission's ICT unit has embarked on various equipment and software upgrades, infrastructure renewal initiatives as well as a comprehensive information security solution to enable optimal systems performance and data protection in a secure environment. The appointed service provider will have to stay abreast with CIPC's ongoing information system and ICT platform changes, information security advancements as well as equipment refreshment cycles.

**CIPC requires an end-point cloud backup solution for its laptops and desktops.** Note that an enterprise backup & restore management solution, Micro Focus's Data Protector, is in place to manage server and data backups and recovery – the solution does however not cater for end-user device backups. It should be noted that CIPC has embarked on a virtualization strategy and that, where feasible, cloud-based solutions are considered. Potential bidders should be confident that they have the capacity and expertise to provision this solution and CIPC reserves the right to terminate the contract due to operational reasons with 3 months.

### 3. PURPOSE

CIPC wishes to appoint an accredited OEM partner (service provider) for the supply, install, configure, deploy, support and maintain of an end-point **cloud** backup solution for all its laptops and desktops.

Bidders should consider and highlight all omissions and exclusions that might affect the performance and or operability of the desired solution.



## 4. SCOPE OF WORK

The appointed Service Provider needs to provide the following details in their proposal to address the needs of the organization. Please ensure that the requested information under 4.1.1 to 4.1.11 and Annexure “A” is submitted as mandatory.

### 4.1. The following elements must be considered as a minimum requirement:

- 4.1.1. Provide secured system scheduled backups for all CIPC’s laptops and desktops of 600 CIPC users.
- 4.1.2. The proposed back-up solution must be cloud-based.
- 4.1.3. Backups must execute in the background with no impact on users or system performance.
- 4.1.4. The backup solution must have automated scheduling and alerts. If a user is off-line at the time of the scheduled backup, the backup solution must prompt the user and execute the backup as soon as the user is online again.
- 4.1.5. Stored data backups and backup transmission must be protected with encryption and strong compression.
- 4.1.6. The solution must enable users to backup whilst outside of the CIPC network, via secure internet.
- 4.1.7. Retrieval of backups must be seamless and accessible for the relevant user whilst he/she is working remotely.
- 4.1.8. The backup solution must support CIPC’s Operating Systems (Windows).
- 4.1.9. Time to restore a partial/full backup must not exceed 4 hours, from the time of logging the incident to the time the user’s data is restored.
- 4.1.10. The backup solution must cater for full and incremental backups.
- 4.1.11. The backup solution must enable partial restores (e.g. specific files or date), and full restore (data of the entire laptop/desktop).

### 4.2. In addition, the proposed backup solution should meet the following requirements:

- 4.2.1. The backup solution should be scalable, and where applicable modular in design to add and remove modules as and when required.
- 4.2.2. In case of a user’s laptop/desktop being stolen, the user’s data needs to be restored on a replacement device that will be configured and made ready by CIPC’s ICT Team using standard software and profile images.
- 4.2.3. When an employee leaves CIPC, it should be possible for a duly authorised user to retrieve said employee’s backed up data.
- 4.2.4. It should be seamless for a user to restore his/her document files without support from ICT, for example retrieving a previous version of a document.

## 5. RESOURCE CAPACITY REQUIREMENTS

The following competencies and expertise are required for this role:

### 5.1. Exposure

The bidder must be an accredited OEM partner, with resources who are skilled in:

- Windows 8.1, 10 and 11.
- Custom in-house applications
- Standard OTS applications

### 5.2. Experience

As per OEM accreditation.



### 5.3. Qualifications

As per OEM accreditation and resource certifications

### 5.4. Soft Skills

The following soft skills are essential:

- Written, verbal and virtual (MS Teams) communication
- Report writing
- Stakeholder and relationship management

## 6. CONTRACT DURATION

The contract duration is **Sixty (60) months, with an option to renew for a further 60 months**. A Service Level Agreement (SLA) will be entered into with the successful bidder. This will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions.

- Support to include weekends
- Support to include public holidays

## 7. REPORTING

The contracted bidder's account manager will report to the Senior Manager: ICT Infrastructure. Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA.

## 8. WORKING CONDITIONS

### 8.1. 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 be handed over to CIPC. The Service Provider resources 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.

### 8.2. 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.

### 8.3. Government safety

- The Service Provider's 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.

### 8.4. 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.

### 8.5. Knowledge transfer

- The contracted Service Provider will be expected to work in an open and transparent manner, share information and transfer knowledge to CIPC resources.

### 8.6. Termination

- The awarded contract will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions. In this case all completed deliverables must be handed over to CIPC.

## 9. COSTING

Prospective bidders **must submit a total price as per table 1 in Annexure "A" on page 15 of 16 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. **The quotation must be for a period of 60 months, with an option to renew for a further 60 months based on inflation linked incremental increases.**

**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.**

**NB: REFER TO ANNEXURE "A" PAGE 15 FOR FULL DETAILS OF PRICING. THE ANNEXURE MUST BE COMPLETED AND ATTACHED TO PRICE PROPOSAL IN THE USB AS WELL AS THE SEALED ENVELOP**

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

## 10. 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.
- ii. CIPC reserves the right to negotiate with the successful bidder on price.
- iii. The service provider must ensure that their work is confined to the scope as defined.
- iv. Travel between the consultants home, place of work to the **DTIC campus** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- v. 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](http://www.treasury.gov.za))
- vi. 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.
- vii. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- xiv. 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.
- xv. CIPC reserves the right not to make this appointment.

## 11. 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).

### 11.1. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Presentation and Interviews (by persons who will form part of the resource pool)

Phase 4: 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 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	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 <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> 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 BBEE
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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule: Compliance to Annexure A PAGE 15  REFER TO PAGE 6 and 17 OF 16		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i></li> </ul> <p><b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></p>
9	IMPORTANT: SUBMISSION OF USB  REFER TO PAGE 5 OF 16		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> <li>All documents to be signed and bidders initial each page</li> </ol> <p><b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></p>
10.	Bidders shall submit a letter from the Product/ Solution/ Systems /Technology manufacturer/ owner authorizing the resale or support of the proposed Product/ Solution/ System/ Technology.  In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.  <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>		<ul style="list-style-type: none"> <li>The <b>letter or a testimonial must</b> be submitted in order to proceed to the next phase (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached.</li> <li>All bidders are required to comply with this requirement.</li> <li>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</li> <li>The letter/ testimonial /certification must be signed dated by authorized representative</li> <li>It should state expiry date or validity</li> </ul> <p><b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b></p>

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

## 11.2. 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	Total
		1	2	3	4	5		
1.	<p>Demonstrated 5 years' experience in the successful supply, install, configure, commission and deployment of an end-point cloud-based backup solution for a minimum of <u>600</u> laptop/desktop users.</p> <p><b>Provide a minimum of three reference letters with contactable references from organizations that reflects in detail the above requirements (accumulative experience).</b></p> <p><u>Note:</u> Letters <b>must</b> be on a company letterhead signed and dated by authorized representative.</p> <p><b><u>Ratings to be awarded as follows:</u></b>  <b>Rating of 1:</b> No Reference Letters  <b>Rating of 2:</b> Two Reference Letters with less than 5 years' experience  <b>Rating of 3:</b> Three Reference Letters with 5 years' experience  <b>Rating of 4:</b> Four Reference Letters with 6 to 8 years' experience  <b>Rating of 5:</b> Five Reference Letters with greater than 8 years' experience</p>						30	
2.	<p>Provide a comprehensive proposal of the proposed end-point backup solution that reflect and describe in detail the requirements listed in the Scope of Work on page 8 of this TOR.</p> <p><b><u>Note:</u> The requirements listed in the SOW must be clearly indicated in the proposal.</b></p> <p><b><u>Ratings to be awarded as follows:</u></b>  <b>Rating of 1:</b> No Proposal  <b>Rating of 2:</b> Proposal does not cover all elements in detail  <b>Rating of 3:</b> All elements 1 to 11 listed in the SOW are covered in detail in proposal  <b>Rating of 4:</b> All elements 1 to 11 listed in the SOW are covered in detail plus an additional <b><u>TWO (2)</u></b> product features are covered in proposal  <b>Rating of 5:</b> All elements 1 to 11 listed in the SOW are met, plus an additional <b><u>THREE (3)</u></b> product features product features are covered in proposal</p>						40	
3.	<p>CV's demonstrating a minimum of three (3) years of experience and relevant OEM qualifications of technicians to be assigned to the CIPC for the <b>installation, configuration, commissioning and deployment</b> of the proposed end-point backup solution.</p> <p><b><u>Notes:</u></b></p> <ul style="list-style-type: none"> <li>Refer Resource Capacity Requirements on Page 8 of this TOR.</li> <li>CVs must be provided that details the experience and competency of all personnel to be assigned to CIPC.</li> <li>If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same experience, qualifications and certifications.</li> </ul> <p><b><u>Ratings to be awarded as follows:</u></b>  <b>Rating of 1:</b> No CV's submitted, no certifications, less than 2 years' experience  <b>Rating of 2:</b> One CV submitted, with OEM certifications in the proposed solution with less than 3 years' experience.  <b>Rating of 3:</b> Two CV's submitted with OEM certifications in the proposed solution with 3 years' experience  <b>Rating of 4:</b> Three CV's submitted with OEM certifications in the proposed solution with greater than 3 years' experience  <b>Rating of 5:</b> Three CV's submitted with OEM certifications in the proposed solution with greater than 5 years' experience</p>						30	
	<b>Total</b>						<b>100</b>	

- 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**

**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 **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
<b>Total</b>	<b>100</b>

- 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.**



## ANNEXURE “A”

### 4. BID COSTING

PRICING SHCEDULE: **(TO BE 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 FOR
3. A BIDDER **MUST** ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING TOTAL BIDL PRICE INCLUSIVE OF ALL
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON **PAGES 3 to 6 OF 16** AND PAGE WITH REGARDS TO PRICE

**Costing must be based on all requirements of the terms of reference for a period of 60 Months with an option to renew for a further 60 months. Total Costing should be indicated as per the Cost Schedule provided below.**

Prospective bidders **must submit a total price as per requirements 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.**

Costing must be based on all requirements of the terms of reference for the stated contract period.

**Table 1: (format for price quotation)**

The contract duration is for 60 months, with an option to renew for a further 60 months. Support hours

- Support to include weekends
- Support to include public holidays

Description	Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
Maximum 600 licenses					
Price per license (relates to staggered/gradual rollout)					
<b>Total</b>					

Description	Price				
	Year 6	Year 7	Year 8	Year 9	Year 10
Maximum 600 licenses					
Price per license (relates to staggered/gradual rollout)					
<b>Total</b>					

**TOTAL PRICING OVER THE PERIOD OF 10 YEARS: THIS AMOUNT MUST BE CARRIED OVER TO SDB 3.3 AND SBD FORM 1 AT THE TOTAL BID PRICE THAT WILL BE USED FOR PRICE EVALAUTION OF THIS BID. FAILURE TO COMPLY WITH THIS REQUIREMENTS SHALL IMMEDIATELY DISQUALIFY THE BID**

	Amount Vat Exclusive	Vat Amount	Amount inclusive of Vat
<b>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</b>			

- 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 FOR THIS BID.

<b>BRIEFING SESSION/ SITE VISITS</b>	<b>NOT APPLICABLE</b>
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## 13. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, **the DTIC** campus, Block F.

### **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

## 14. ENQUIRIES

### A. **Supply Chain Enquiries**

Mr Solomon Motshweni OR Ms Ntombi Maqhula  
Contact No: (012) 394 3971 /45344  
E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

### B. **Technical Enquiries**

Mr Anand Moopanar  
E-mail: [amoopanar@cipc.co.za](mailto:amoopanar@cipc.co.za)

## 15. BID DETAILS

**BIDS OPENING DATE:** 25 JANUARY 2022  
**BIDS CLOSING TIME:** 11: 00 AM  
**BIDS CLOSING DATE:** 25 FEBRUARY 2022

**PLEASE NOTE: 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.**

**NB: COVID -19 REGULATIONS TO BE ADHERED TO**