

**ANNEXURE “H”**



Companies and Intellectual  
Property Commission

a member of **the dti** group

**TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 17/2021/2022**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TO SUPPLY, INSTALL AND CONFIGURE AN ENTERPRISE ROBOTICS TAPE LIBRARY SOLUTION WITH THE CAPABILITY TO PROCESS LTO TAPE MEDIA (VERSIONS 3, 6 OR LATER), AND TO SUPPORT AND MAINTAIN THE TAPE LIBRARY**

**CONTRACT PERIOD: THREE (3) YEARS**

**BID CLOSING DATE: 22 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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## **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**

## **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 18 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**

## 1. INTRODUCTION

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, co-operatives and intellectual property rights. Related services include the disclosure of information as well as compliance with the legislative requirements and the investigation and enforcement of inconsistencies with legislation.

Subsequently, the CIPC needs to ensure the integrity, reliability and efficiency of its digital services, information systems and data in order to provide accurate processing, retention and disclosure of information to all stakeholders.

The protection and long-term safekeeping of CIPC's data is prudent. Daily data backups on HPE StoreOnce(4430) disk media is an integral part of CIPC's data protection strategies, as well as permanent archiving on Linear Tape-Open (LTO) tape media that are stored at an off-site data storage location.

**Service Providers accredited with Original Equipment Manufacturers (OEM's) that provision enterprise tape library solutions in South Africa, are invited to submit proposals to:**

- Supply, install and configure an enterprise Robotics Tape Library Solution with the capability to process LTO tape media (versions 3, 6 or later), utilizing CIPC's Data Protector Premium backup & recovery solution;
- Provide Tape Library Warranty and Support for the provisioned Tape Library for the duration of the contract (3 years);
- Decommission CIPC's current Quantum Robotics Tape Library; and
- Ensure knowledge and skills transfer to the relevant CIPC internal resources.

## 2. BACKGROUND

The CIPC would like to procure the supplied, installed and configured Robotics Tape Library Solution with support and maintenance for the below scope of work, for the duration of the contract. (3 years)

The appointed Service Provider also needs to decommission CIPC's current Quantum Scalar I6000 Tape Library with 280 slots and 6 drives, processing LTO 3 and 6 tape media. The current Library is out of warranty and it is not feasible to refurbish it.

### ***CIPC's Backup & Recovery Management solution***

CIPC is using Micro Focus' Data Protector Premium Backup & Recovery solution, with 2 HPE StoreOnce D2D storage. Data backups are done directly to the D2D and later copied to LTO tapes utilizing the Tape Library, tape cartridges are taken off-site on a weekly basis.

### ***Business applications***

CIPC business applications are hosted on the following operating systems:

- HP UNIX 11
- Windows Server 2003 -2016 Data Centre
- Linux

The applications are supported by the Informix 12.1, Oracle 12.2 G and SQL 2014 (and upwards) database technologies.

### ***Production Data***

Amount of Production Data on DISK is 2.5TB excluding the data we need to copy over from the D2D storage devices. (Daily amount of data changes daily experienced, is small

### **Backup windows**

- a) Incremental backup windows (hours) - averaging 10 hours
- b) FULL backup windows (hours) – between 6 and 48 Hours
- c) Data backup retention
  - Daily Full and incremental - kept for 4 weeks
  - Weekly Full - kept for 4 weeks.
  - Annual Full - Financial year end kept for 5 years

## **3. SCOPE OF WORK**

### **3.1 Solution requirements**

The supplied Robotics Tape Library Solution must meet the following requirements:

- a) Provisioned by a reputable OEM in South Africa
- b) Process LTO tapes (versions 3, 6 and later)
- c) Compatible with CIPC's Data Protector solution (version 10.70)
- d) Tapes standardized and migrated to a uniform single LTO media version.

### **3.2 Objectives**

The appointed Service Provider will be expected to:

- a) Supply a Tape Library that meets the above requirements.
- b) Assemble, install and configure the Tape Library:
  - Rack and stack the new Library
  - Install and configure the Tape Library in CIPC's Data Centre in Sunnyside, Pretoria.
  - Ensure connection with CIPC's Data Protector Backup & Recovery solution (version 10.70)
- c) Decommission the existing Quantum Scalar I6000 Library located in the DTIC Data Centre in Sunnyside, Pretoria.
- d) Move old data backup copies from LTO 3 tapes to LTO tape media version 6 upwards
  - Provide 100 new LTO tapes for this purpose
- e) Warranty and Support
  - 3 Years Support and Maintenance
  - 24x7 Support as and when required (also during weekends and public holidays)
- f) Facilitate knowledge and skills transfer to CIPC's Backup administrator.

## **4. RESOURCE CAPACITY REQUIREMENTS**

Bidders need to assign technical resources to conduct the work specified in the above Scope of Work, demonstrating at least 3 years' experience and expertise in the proposed solution.



#### 4.1 **Exposure**

The appointed Service Provider will be expected to assign dedicated resources to perform the installation and deployment of the proposed library solution in CIPC's Data Centre in Sunnyside Pretoria.

#### 4.2 **Experience**

The assigned resources must have at least 3 years proven experience performing such installations at various client sites, utilizing the particular OEM methodology. As an added advantage, resources must also have proven experience with Micro Focus' Data Protector Premium Backup & Recovery solution.

**NB! If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same experience, qualifications and certifications.**

#### 4.3 **OEM Accreditations**

Bidder to supply accreditation as listed in 'Phase 1 Evaluation - Requirements' as per point 11 in table on page **Error! Bookmark not defined.** CV's need to include OEM certificates applicable to the proposed Tape Library solution.

#### 4.4 **Soft Skills**

The following soft skills are essential:

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

### 5. **REPORTING**

The contracted bidder's account manager will report to the Manager: ICT Infrastructure.

Progress meetings need to be conducted and minutes produced.

Monthly reports will be submitted to the Manager, including at least the following:

- Error and Incident reports
- Any other relevant or additional issues/requirements

### 6. **CONTRACT DURATION AND SERVICE LEVEL AGREEMENT**

The contract will be valid for a period of 3 years, from the date of award.

The successful service provider will be required to enter into service level agreement (CIPC) within 10 working days after receiving official notification of being awarded.

## 7. COPYRIGHT

Copyright in all documentation, electronic data/programme source code, manuals and documentation produced or prepared for the CIPC (any training material included) by or on behalf of the contractor or emanating from this contract shall vest in the CIPC which shall have the right to adopt them for other projects. Any base systems, programme source codes, technical manuals or adaptations developed by the contractor or its supplier prior to this contract will be excluded. The contractor shall not, without the written consent of the CIPC, granted by a duly authorised official, use, copy or communicate to any person such documents or information, except as strictly necessary for the purposes of the contract. In addition and without limiting the foregoing, the contractor shall deliver such documentation to the CIPC, immediately upon the expiry or termination of the contract.

## 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 *Support hours*

Support to include afterhours, weekends and public holidays (where applicable).

### 8.6 *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.

### 8.7 *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. 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 **dti Campus (CIPC)** will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- V. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- VI. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- 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 and/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 (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XIV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.

## 8. 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).

## 9. 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  REFER TO PAGE 6 and 17 OF 17		<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> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ul>
9	IMPORTANT: <b>SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 17		<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> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	Bidders shall submit a <b>letter (OEM) from the Product/Solution/Systems/Technology manufacturer/ owner</b> authorizing the resale or support of the proposed Product/ Solution/ System/ Technology.  <b>In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.</b>		<p>Bidders must submit a valid letter in order to proceed to the next phase</p> <p><b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></p>

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

## Phase 2: Functional Evaluation and Compliance to specification

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p>Client References/Testimonial Letters:</p> <p>Demonstrated 3 years' experience in the supply, installation, configuration, support and maintenance of a Robotics Tape Library Solution with the capability to process LTO tape media (versions 3, 6 or later).</p> <p><u>Provide a minimum of three reference letters with contactable references from clients, from organizations that reflects in detail the above requirements.</u></p> <ul style="list-style-type: none"> <li>Each Letter must be on a company letter head, signed by the authorized representative.</li> <li>Each Letter must demonstrate years' experience in the provisioning of the proposed Tape Library solution.</li> <li>CIPC may verify references provided by bidders.</li> </ul> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No Reference Letters</p> <p>2: Two Reference Letters with less than 3 years' experience</p> <p>3: Three Reference Letters with 3 years' experience</p> <p>4: Four Reference Letters with greater than 3 years' experience</p> <p>5: Five Reference Letters with greater than 5 years' experience</p>						25	
2.	<p>OEM Qualifications/Certifications of technicians/support personnel to be assigned to the CIPC as part implementing the Tape Library Solution. (CVs detailing competency/certifications of all personnel to be assigned to CIPC for all required services).</p> <p><b><u>NB: Certificates in relation to the solution must be attached.</u></b></p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No CV's submitted, no OEM certifications</p> <p>2: One CV submitted, with OEM certifications in the proposal</p> <p>3: Two CV's submitted, with OEM certifications in the proposal</p> <p>4: Three CV's submitted, with OEM certifications in the proposal</p> <p>5: Four CV's submitted, with OEM certifications in the proposal</p>						15	

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
3.	<p>Expertise/ Experience (3 years) of support personnel to be assigned to the CIPC contract. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p><b><i>Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same experience, qualifications and certifications.</i></b></p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No experience of resources in the proposed solution</p> <p>2: Less than three years' experience in the proposed solution</p> <p>3: Three years' experience in the proposed solution</p> <p>4: Four to Six years' experience in the proposed solution</p> <p>5: Seven to Ten years' experience in the proposed solution</p>						15	
4.	<p>Proposed Tape Library solution:</p> <p>Describe the Robotics Tape Library Solution that is proposed for CIPC, as a replacement of their current Quantum Robotics Tape Library.</p> <p><i>(Refer Scope of Work point 5 on page 8 of this TOR).</i></p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No Proposal submitted.</p> <p>2: Proposed Tape Library is a fit for CIPC's ICT Environment, but all the requirements in the Scope of Work are not met.</p> <p>3: Proposed Tape Library solution meets the requirements, as provided in the Scope of Work.</p> <p>4: Proposed Tape Library solution meets the requirements, as provided in the Scope of Work and shows explicit integration with Data Protector.</p> <p>5: Proposed Tape Library solution meets the requirements, as provided in the Scope of Work and shows explicit integration with Data Protector, also including/highlighting Support and Warranty for the duration of the contract.</p>						30	

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
5.	<p>Proposed Project Plan:</p> <p>Provide a high-level Project Plan that clearly depicts the milestone deliverables and time frames to install, configure and commission the Tape Library solution in the CIPC Data Centre, and to decommission the existing Robotics Tape Library. Also mention dependencies on CIPC resources.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No Proposed Project Plan</p> <p>2: Proposed Project Plan does not meet all the requirements</p> <p>3: Proposed Project Plan meets all requirements and the plan depicts clear milestone deliverables and time frames</p> <p>4: Proposed Project Plan meets all requirements and the plan depicts clear milestone deliverables, time frames and resources</p> <p>5: Proposed Project Plan meets all requirements and the plan depicts clear milestone deliverables, time frames, resources and dependencies</p>						15	
	<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**

**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, Phase 3.
2. Bidders must achieve 60 points on Phase 3 to progress to Phase 4 Price and BEE
3. **BIDDERS THAT ACHIEVE LESS THAN 60 POINTS FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**
4. **Prospective bidders who made it to Phase 3 will be contacted for the presentation.**

### **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”**

### **10. BID COSTING**

**PRICING SHCHEDULE: (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 18** AND PAGE WITH REGARDS TO PRICE

**Costing must be based on all requirements of the terms of reference for a period of 36 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.**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>a) Prospective bidders' must submit a <b>BILL OF QUANTITIES</b> clearly indicating the unit costs and any other costs applicable._</li> <li>b) Pricing in terms of milestone payments must be structured in such a way that the deliverables have to be signed off by the responsible owner to ensure regular payments.</li> <li>c) Prospective bidders' must provide a clear <b>Cost Schedule</b>, depicting the cost of activities and materials, covering all aspects provided in the Terms of Reference.</li> <li>d) <b><u>The onus is upon the prospective bidders to take into account all costs for the duration of the 36 months period and to CLEARLY indicate the price.</u></b></li> </ol> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Note: Service providers will be responsible for all costs: e.g payments, transportation and other disbursements for all activities/meeting associated with this quote and must include this cost in the pricing for this quotation.**

**NB: Pricing schedule must be printed and placed in a separate closed envelop together with the SBD 3.3 form for price.**

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

## 10. BRIEFING SESSION

PLEASE NOTE: THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS BID

BRIEFING SESSION/SITE VISIT	NONE
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## 11. SUBMISSION OF PROPOSALS

SEALED PROPOSALS WILL BE RECEIVED AT THE TENDER BOX

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

**Proposals should be addressed to:**

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

**West Gate on 77 Meintjies Street**

**the dti** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

## 12. 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 Lebogang Maphatane

E-mail: [LMaphatane@cipc.co.za](mailto:LMaphatane@cipc.co.za)

**BIDS OPENING DATE: 24 JANUARY 2022**

**BIDS CLOSING TIME: 11: 00 AM**

**BIDS CLOSING DATE: 22 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.**

**NOTE: 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**