



ANNEXURE “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 03/2019/2020

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR OFF-SITE ICT
DISASTER RECOVERY SERVICES**

***DURATION OF THE CONTRACT: PERIOD OF FIVE (5) YEARS EFFECTIVE FROM
DATE OF COMMENCEMENT OF SERVICES***

TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)

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 RFT 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 RFT. 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 RFT 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 consultants 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 valid for 120 days**
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**

24. 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.

I, the undersigned

(NAME).....certify that:

I have read and understood the conditions of this Request for Tender (RFT).

I have supplied the required information and the information submitted as part of this RFT is true and correct.

.....

Signature

.....

Date

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1. 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.

In virtue of CIPC's process digitalization strategy to make such mandate feasible, it is vital that the recovery and continuation of vital systems and data will be enabled within the shortest possible timeframes following a disruptive event in order to minimize the potential impact of such a disruption on the commission's business operations and sustainability.

CIPC would like to invite bidders to submit proposals for the provision of an off-site Disaster Recovery (DR) solution and support services. In the event of an actual service disruption that is prioritized by the Commission's executives as an emergency (or 'disaster') situation, the successful bidder would furthermore be expected to ensure that CIPC's ICT Services are resumed within the timeframes set out in this tender document.

2. Background

CIPC's ICT environment runs on state-of-the-art technology platforms that host 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 embarked on several equipment and software upgrades as well as infrastructure renewal initiatives in order to ensure systems stability and optimal performance. The prospective service provider would be expected to stay abreast with ongoing systems and platform changes and adapt its service offering accordingly.

Potential bidders should be confident that they are able to deliver the service offering specified in the 'Requirements' section of this document, and that they have sufficient resource capacity to achieve the desired outcomes. Resources also need to be prepared to work outside normal working hours due to the nature of disaster recovery activities that may have to be conducted during weekends and public holidays to implement changes, conduct tests and respond to emergency situations.

Bidders will be expected to attend a mandatory technical briefing session where questions will be answered by a panel of CIPC managers and technical experts.

3. Requirements

The successful Service Provider will be expected to provide IT Disaster Recovery (DR) as a service, hence the DR solution that is proposed should reference the use of industry products and best practice that will enable rapid recovery time objectives and DR verification testing, that are difficult to achieve with conventional 'rebuild and restore from backups' approaches.

The prospective service provider will have to stay abreast with CIPC's technology and systems changes and adapt its DR solution accordingly. It should be noted that the provisioning of DR services should cater for the commissions' legacy systems as well as its latest platforms, software versions, databases and system upgrades. In this regard, CIPC is currently migrating its company registration e-services platform based on Informix to Oracle; hence, the service offering should enable disaster recovery capabilities for both Informix and Oracle platforms.

Virtualization approaches such as 'integrated hypervisor replication (Hyper-V)' and 'Virtual Machine (VM) snapshotting' may be applied where it is deemed feasible, however the proposed service offering should, at this stage, not be based on a 'public cloud' solution.

Resources that will be allocated by the contracted service provider need to be skilled in the provision of disaster recovery solutions as a service, and they need to have the necessary systems, database and server administration skills to operate in the Commission's ICT environment. Access to CIPC resources with advanced technical skills (such as Informix database management, server configurations and backup administration) may be assumed.

3.1 Specifications for an off-site DR solution

The provisioning of the off-site DR solution must cater for a composite arrangement of the following ICT Disaster Recovery strategies:

- Hot standby, whereby ICT Infrastructure is replicated across the primary (production) and secondary ('DR') sites to enable high availability and prompt recoverability of CIPC's most critical systems and data.
- Server Replication and automated DR testing that will ensure rapid recovery of systems and ease of fail-over, fail-back and synchronisation.
- Warm standby, whereby recovery takes place at a secondary site where ICT infrastructure is partially prepared and data restored from backups.
- Cold standby, whereby ICT Infrastructure is built or configured from scratch at an alternative location and data restored from backups.

3.2 Cost optimization

Prospective service providers need to consider the financial implications for the above DR strategies in order to propose an off-site DR solution that will optimize implementation and support costs in relation with the tolerable time frames in which data needs to be recovered and systems resumed following a disruption of an organizations digitalized services.

3.3 BIA requirements

Industry best practice such as the BCI's Good Practice Guide (GPG) recommends that a Business Impact Assessment (BIA) is conducted in order to derive the Recovery Time Objectives (RTO's) and Recovery Point Objectives (RPO's) for an organization's systems and data. Such a BIA was conducted by CIPC's ICT Continuity team in 2018.

The proposed DR solution needs to align with the RTO and RPO time frames for the respective CIPC systems depicted in the following table. *Note that this list of systems is not extensive, and will be adjusted during the duration of the contract.*

Systems, databases and communication channels	RTO	RPO
CIPC Website Information security solutions (McAfee based) Company registration and IP On-line e-services Billing systems (e.g. ERMS) On-line filing of company registration and IP Images Client payment channels (e.g. EFT or Credit Card) Informix, Oracle and MS SQL databases Links with Home Affairs, SARS and Banks	<8 hrs	<24 hrs
MS Exchange mailboxes Financial and procurement systems (e.g. Sage Accpac) SharePoint Intranet and File Servers Human Resource systems (e.g. Sage ESS) Payroll systems (e.g. Sage VIP)	<24 hrs	<48 hrs
Development environments Project management information On-line printing and scanning services Mailbox archives	<48 hrs	<72 hrs

3.4 DR Premises

Requirements for the premises proposed for CIPC's off-site DR solution include the following:

a. Location

The location of the DR site premises in relation with CIPC's primary data center (currently in Sunnyside) must be feasible in terms of distance, power grid and safety (also at night).

b. Physical and information security

Access control measures must be sufficient to ensure that CIPC's resources, assets and information will be kept safe.

Should the proposed DR premises be shared or syndicated with other Clients, assurance needs to be provided that the Commission's data, network and assets will be secure, information privacy guaranteed, and that CIPC will be given priority in times of an emergency situation that may also affect other clients.

c. Recovery work area for key recovery resources

Work-area for key recovery resources, such as workstations, refreshment facilities and adequate parking.

d. Facilities

Occupational Health & Safety measures, such as fire safety, cooling, fuel storage, flood prevention, emergency exits, and refreshment and bathroom facilities.

e. Uninterrupted power supply method

Uninterrupted power supply arrangements, including power distribution, generators and UPS units, as well as maintenance and test schedules.

f. Organizing and lay-out

Organization of data center, incl. racks, servers, cabling, safes and labelling methods.

g. Network connectivity and redundancy

Network topology between the primary data centre (currently in Sunnyside) and the alternate (DR) site that will balance cost, performance speed and band width.

3.5 DR Testing and verification

The provisioned off-site DR solution must be tested and its workability verified during the initial set-up phase that must be completed within the first 6 months of the signing of this contract's SLA. Further testing and refinement will then be needed to ensure that the specified recovery time and point objectives would be achievable in a real emergency situation that would require the recovery of all CIPC's systems and data at the alternate site.

3.6 Support and knowledge transfer

The contracted service provider will be required to develop and test DR procedures and ensure hand-over and knowledge transfer to identified CIPC resources.

3.7 Emergency response

In the event of a confirmed emergency situation such as a disruption of CIPC's primary data center, the contracted service provider will be responsible for the recovery of the Commission's systems and data at the alternate DR site within the predetermined recovery and point objective timeframes (refer BIA requirements).

Guarantee of the service provider's emergency response readiness will be expected after the initial set-up phase that is within 6 months of the signing of the SLA.

3.8 Competency and expertise requirements

The contracted 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. These skills must include, inter alia:

- a. DR skills: Proven experience and sufficient capacity to enable and support the service offering specified under 'Requirements'.
- b. Backup management skills: Proven experience managing backups and conducting restore tests.
- c. Technical skills: Database and server administration expertise with HP, Microsoft, Oracle, UNIX and Informix environments.
- d. Virtualization skills, such as setting up Virtual Machine (VM) platforms, hypervisor (Hyper-V) replication and VM snapshotting.
- e. Application of ITIL practices: Foundation certificate with experience in Change-, Incident- and IT Service Continuity Management as a minimum.
- f. Soft Skills: Communication (written and verbal), professionalism, knowledge sharing, teamwork, relationship building and problem solving.

Note that access to the Commissions' advanced technical resources will be available for Informix, server configurations and backup administration (amongst others).

4. Contract duration

- **The contract duration is for five (5) years** and 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.

5. PRICING

Note that the Price quoted by a bidder must be for the provisioning of the **entire Off-site DR Solution and Support Services for a period of 5 years**. The quoted Price needs to include the following breakdown (as a minimum):

- i. Licensing costs – for product/s that will belong to CIPC
 - ii. Infrastructure and equipment costs – for assets that will belong to CIPC
 - iii. Cost for implementing, verifying and testing the DR Solution (first 6 months)
 - iv. Cost for support and maintenance services, shown annually
 - v. Ad-hoc costing for emergency response, in- and outside normal work hours
- **Prospective bidders must submit a comprehensive proposal. The onus is upon the prospective bidders to take into account all costs for the duration and the price must be fixed for the duration of the contract.**
 - 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 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.**

6. Reporting

The contracted bidder's account manager will report to the Senior Manager: BISG Information Assurance.

Monthly written reports will be submitted to the ICT Continuity Manager, and the Senior Manager: Information Assurance will be copied.

The content of the monthly reports is to be included in the SLA.

7. Working conditions

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

8. 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 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.
5. 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).
6. 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.
7. The price provided 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.
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, 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 and/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 (successful bidder) 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 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.

9. Evaluation process

9.1 Evaluation Criteria

The evaluation process will be done on 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).

9.2 Evaluation Phases

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements;

Phase 2: Functional evaluation;

Phase 3: On-site evaluation; and

Phase 4: Pricing and Preferential Procurement policy.

Phase 1: Compliance to minimum 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 authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents

Item No	Document that must be submitted	Compliance 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		i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database. iii. Vendor number.
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 BBBEE
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 https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration. Submit Supplier number and Unique Number (number with 36 digits)
8.	Attendance of the compulsory briefing session		compulsory , bidder signed the attendance register
9.	Pricing Schedule		Submit full details of the pricing proposal in a separate envelope.

ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 2. BIDDERS WHO DID NOT ATTEND THE COMPULSORY BRIEFING SESSION WILL NOT BE CONSIDERED

Phase 2: Functional evaluation

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the ability to deliver the service as specified in the bid. Functionality will count out of 100 and bidders must achieve a minimum of **60** points out of 100 to proceed to the next phase. Bidders achieving less 60 points will not be evaluated further.

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.1	Provide proof that the ISO 22301 standard is applied in the organization of the Bidder, specifically the 'Plan-Do-Check-Act' model for continuous improvement of the Business Continuity Management System (BCMS). <i>NOTE: Proof could be the Bidder's BCM Policy and/or Framework that is referencing the ISO Standard, or an accredited ISO 22301 Certificate.</i>						3	
1.2	Provide proof that the BCI's Good Practice Guide (GPG) is applied <i>NOTE: Proof could be the Bidder's BCM Policy and/or Framework and/or Processes with reference to the GPG.</i>						3	
2.1	Provide proof that the ISO 27031 Standard is applied for ICT Continuity (alias Disaster Recovery) Management: <i>NOTE: Proof could be the Bidder's implemented ICT Continuity processes showing how this ISO Standard is applied.</i>						3	
2.2	Provide proof that the ITIL Process for IT Service Continuity Management is applied <i>NOTE: Proof could be the Bidder's implemented ICT Continuity processes showing how the ITIL Framework is applied.</i>						3	
3.	Provide proof that the ISO 27001 Standard is applied for the organization's Information Security Management System (ISMS). <i>NOTE: Proof could be the Bidder's Information Security Policy that reference ISO 27001 and a current Statement of Applicability, OR a recent (last 3 years) ISO 27001 Certificate issued by an accredited auditor.</i>						3	
4.1	Certification that is proof of partnership with the OEM - <u>Hewlett Packard (HP)</u>						4	
4.2	Certification that is proof of partnership with the OEM - <u>Microsoft</u>						4	
4.3	Certification that is proof of partnership with - <u>Oracle</u>						3	
4.4	Certification that is proof of partnership with one other OEM that is <u>relevant to the proposed DR solution</u>						4	

5.	<p>Cost-optimum proposal with architecture diagrams and descriptions explaining how the following requirements could be implemented in order to meet the Recovery Time (RTO) and Recovery Point Objectives (RPO) for CIPC's systems and databases listed in the 'Solution Requirements' section of this ToR:</p> <ul style="list-style-type: none"> a) Real-time replication for critical systems ('Hot Site') b) Recovery of systems and data ('Warm Site') c) Replication and automated DR testing that will ensure rapid recovery of systems and ease of fail-over, fail-back and synchronisation. d) Rebuild and recovery from backup ('Cold Site') e) Network connectivity between CIPC's primary data centre and the proposed off-site DR premises <p><i>Note: Each of the above requirements a) to e) need to be demonstrated in the proposal, and will be evaluated as follows:</i></p> <p><i>Value of 1 – Particular requirement is partially met</i></p> <p><i>Value of 2 – Particular requirement is fulfilled</i></p> <p><i>Value of 3 - Particular requirement is fulfilled with enough capacity</i></p>					15	
6.	<p>An adequate pool of skilled technical resources with the following proven experience:</p> <ul style="list-style-type: none"> a) Database administration and management b) Operating systems administration incl. Windows, Linux, Unix c) HP assets, environments and tools d) Server and storage administration, incl. 3PAR, SUN, Virtual, Hyper-V, Clusters e) Network connectivity management <p><u>Notes:</u></p> <ul style="list-style-type: none"> i. Evidence should include summarized CV's of between 2 and 4 technical resources with copies of their relevant certificates. ii. Each of the above skill requirements a) to e) will be awarded: <ul style="list-style-type: none"> <i>Value of 1 – Particular skill requirement is partially met</i> <i>Value of 2 – Particular skill requirement is fully met</i> iii. These resources for which CV's have been supplied, need to be made available by the successful bidder when work starts. If a particular resource is no longer employed by the supplier, the resource may be replaced with someone with the same experience and skills – such a replacement will have to be agreed with CIPC's account manager. 					10	
7.	<p>At least 2 Disaster Recovery (DR) specialists with the following qualifications and experience:</p> <ul style="list-style-type: none"> a) BCM Accreditation e.g. BCI Certificate b) IT Service Continuity e.g. ITIL Certificate c) At least 5 years of hands-one DR experience utilizing relevant DR and backup management solutions and industry products d) Developing and testing of DR procedures e) Virtualization-based DR solutions and products <p><u>Notes:</u></p> <ul style="list-style-type: none"> i. Evidence should include summarized CV's of 2 DR specialists with copies of their relevant certificates. ii. Same than Note ii. in above Criteria 6. iii. Same than Note iii. in above Criteria 6. 					10	

8.	<p>The proposed DR premises suitability in terms of:</p> <ul style="list-style-type: none"> a) Its location in relation with CIPC's primary data centre (currently in Sunnyside) b) Its security access controls c) Its recovery work area for 10 key resources d) Its facilities: Occupational health & safety measures, cooling, fire safety, flood prevention e) Its uninterrupted power supply method <p><i>Note: Each of the above requirements a) to e) need to be demonstrated in the proposal, and will be evaluated a follows:</i></p> <p><i>Value of 1 – Particular requirement is partially met</i></p> <p><i>Value of 2 – Particular requirement is fully met</i></p>						10	
9.	<p>Proposal for support and knowledge transfer that will enable CIPC to continue the provisioned DR services independently of the prospective Service Provider.</p> <p>The proposal must fulfil the following requirements:</p> <ul style="list-style-type: none"> a) Maintenance and support approach b) Knowledge transfer approach c) DR procedure development and testing approach d) Roles of key support resources to be deployed e) Planning for future growth and scalability <p><i>Note: Each of the above requirements a) to e) need to be demonstrated in the proposal, and will be evaluated a follows:</i></p> <p><i>Value of 1 – Particular requirement is partially met</i></p> <p><i>Value of 2 – Particular requirement is fully met</i></p>						10	
10.	<p>Provide a high-level roadmap indicating the major milestone deliverables in 3-months intervals, for the first 2 years of the contract duration.</p> <ul style="list-style-type: none"> a) Overall roadmap, its clarity and completeness b) Major milestones, to be applicable and measurable c) Timeframes, to be workable and achievable d) Initial set-up and test deliverables clearly shown e) Support and maintenance deliverables that can be sustained for the duration of the contract <p><i>Note: Each of the above requirements a) to e) need to be addressed in the Roadmap, and will be evaluated a follows:</i></p> <p><i>Value of 1 – Particular requirement is partially addressed</i></p> <p><i>Value of 2 – Particular requirement is fully met</i></p>						10	

11.	<p>Provide a minimum of two contactable references with contact details from existing clients of the Bidder for DR services provided over the last 2 years.</p> <ul style="list-style-type: none"> • First client reference, contact details confirmed and the client does use the Bidder for its DR services • Second client reference, contact details confirmed and the client does use the Bidder for its DR services <p><u>Note:</u></p> <p>i) <i>These clients may be included in the 'On-site evaluation' that is specified in Phase 3 below.</i></p> <p>ii) Evaluation will be as follows:</p> <p><i>Value of 1 – Inadequate reference details provided</i></p> <p><i>Value of 2 – One client reference with verifiable contact details</i></p> <p><i>Value of 3 – Two client references with verifiable contact details</i></p> <p><i>Value of 4 - In addition to the 2 client references, <u>one</u> client provided a letter of recommendation</i></p> <p><i>Value of 5 - In addition to the 2 client references, the <u>two</u> clients provided letters of recommendation</i></p>						5	
Total							100	

10. Phase 3: On-site evaluation

All bidders that advance to Phase 3 will be evaluated by a panel to determine the ability to deliver the service as specified in the bid. On-site evaluation will count out of 100 and bidders must achieve a minimum of **60 points out of 100** to proceed to the next phase. Bidders achieving less 60 points will not be evaluated further.

Phase 3 includes the following on-site visits:

- a. The head office of the Bidder
- b. The DR Premises of the Bidder
- c. An 'off-site DR services' client of the Bidder

The on-site evaluations will be conducted by a CIPC technical evaluation team, accompanied by managers of the particular Bidder. **Note that the Bidder and CIPC will each carry their own cost.**

No.	ON-SITE EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	The Bidder will be provided the opportunity to demonstrate its Business Continuity Management (BCM) and IT Disaster Recovery (DR) capability during an on-site visit by CIPC's evaluation team, Evaluation will be in terms of the following requirements 1.1 to 1.3:							
1.1	The Bidder's own BCM practices, as per the life cycle of the BCI's Good Practice Guide (GPG): <ul style="list-style-type: none"> • The company's BCM and DR Policies • Business Impact Assessment • BC and/or Emergency Management Plan • Exercise results 						5	
1.2	The Bidder's DR Procedures and test results						10	
1.3	The operability of the Bidder's off-site DR centre						10	
2.	The CIPC technical evaluation team needs to be provided the opportunity to visit the premises from where the Bidder would provision the proposed off-site DR Services.							
2.1	Appropriateness of location, in proximity to CIPC's Primary Data Centre in Sunnyside						10	
2.2	Uninterrupted power supply arrangements, including power distribution, generators and UPS units, as well as power supply maintenance						10	
2.3	Organization of data centre servers, incl. racks, cabling, safes and labelling methods						5	
2.4	Occupational Health, Safety and Physical Security measures, including inter alia access control, fire safety, flood prevention, emergency exits, signage, and bathroom facilities						10	
2.5	Work-area for key recovery resources, including workstations, refreshment facilities and parking						5	
2.6	Network connectivity and redundancy						5	
2.7	Segregation measures to ensure the security and privacy of a client's resources, data and assets <i>Note:</i> <i>If the proposed DR premises will be shared with other Clients, assurance needs to be provided that CIPC's data, connectivity and assets will be secure and information privacy guaranteed</i>						5	
3.	CIPC's technical evaluation team is to be provided the opportunity to engage with two of the Bidder's clients in order to assess the appropriateness of the following:							
3.1	Appropriateness of the geographical location of the Client's DR Premises in relation with its primary data centre						5	
3.2	Quality and relevance of the DR Services provisioned by the Bidder to this particular client						5	
3.3	DR scenarios cater for: <ul style="list-style-type: none"> • 'Hot Site' – real time replication of systems and data, ' • Warm Site' – recovery using prepared infrastructure • 'Recovery from backups' – traditional backup-restore 						5	
3.4	Use of DR methods and tools to assist with rapid systems and data recovery, DR verification and assurance of data integrity						5	
3.5	Demonstrated customer satisfaction						5	
	Total						100	

11. Phase 4: Preferential Procurement Policy and Pricing

Preference Points Claim Form

Please note that the 'CIPC 6.1 Preference Points Claim Form' in terms of the PPPFA is attached for claiming above mentioned points, if not completed the bidding company will automatically score 0 points.

Preferential Procurement Policy

The bidders that have successfully progressed through to Phase 3 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. **Price schedule should be provided in a separate envelope.**

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:
- 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.

12. BRIEFING SESSION

A compulsory briefing session shall be held at CIPC offices. Potential bidders note that attendance of this briefing session is compulsory, non-attendance will automatically disqualify a service provider from bidding.

<u>COMPULSORY BRIEFING</u>	DATE: 07 AUGUST 2019
SESSION/ SITE VISITS	TIME: 11H00- 13:00
	VENUE: BLOCK D, 77 MEINTJIES STREET SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

13. 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 must be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, the dti Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 5233 /45344

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

B. Technical Enquiries

Ms. Dorothea Wentzel: E-mail: Dwentzel@cipc.co.za

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 21 AUGUST 2019

NB: It is the prospective bidders' responsibility to obtain bid documents in time so as to ensure that responses reach CIPC, timeously. CIPC will not be held responsible for delays in the postal service.

Bidders must ensure that bids are delivered in time to the correct address. Late proposals will not be accepted for consideration