



TERMS OF REFERENCE (TOR)

CIPC BID NUMBER: 13/2019/2020

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE SUPPLY INSTALLATION, CONFIGURATION, SUPPORT AND MAINTENANCE OF CIPC'S ENTERPRISE ROBOTICS LIBRARY WITH THE CAPABILITY TO PROCESS LTO6/7/8 TAPE MEDIA

CONTRACT PERIOD: AS PER CONTRACT

NO BRIEFING SESSION



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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 be 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, places 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 90 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.



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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 behavior, whether in its dealings with CIPC or any other business dealings.**

Note: "Unethical behavior" 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.

I, the undersigned

(NAME).....certify that:

I have read and understood the conditions of this Request for Proposal (RFP).

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

.....
Signature

.....
Date



1. INTRODUCTION

The Companies and Intellectual Property Commission (CIPC), a member of the “**the dti group**”, (Department of Trade and Industry) is responsible for the registration of companies, external companies and co-operatives; registration of intellectual property rights; maintenance of information on its registers; promotion of education and awareness of company and intellectual property law; promotion of compliance with relevant legislation; and efficient and effective enforcement of all relevant legislation.

2. Objective

Bidders that are accredited partners of Original Equipment Manufacturers (OEM's) that provision Enterprise Robotics Tape Library solutions in South Africa, are invited to submit proposals for the supply, installation, configuration, support and maintenance of CIPC's Quantum Robotics Tape Library with the capability to process LT06 and LT07 media, with LTO8 compatibility.

It needs to be noted that should the bidding company fail to provide proof of accreditation with the OEM that provisions the particular Enterprise Robotics Tape Library components that are proposed, it will result in disqualification of the tender.

3. Scope of Work

- The proposed Robotics Tape Library must have the capability to process LT06 and LT07 media, and be compatible with LTO8.
- The proposed library and robotics components must be a fit for CIPC's current Quantum Enterprise Library that is located in DTI's data centre in Sunnyside.
- The contracted Service Provider will be expected to supply, install, configure, support and maintain the proposed library solution, utilizing the standard methodology provisioned by the applicable OEM.

3.1 Resources and Experience

The contracted 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.

The assigned resources must have at least 3 years proven experience performing such installations at various client sites, utilizing the particular OEM methodology.

3.2 Technical Specifications

Detailed specifications will be provided on request, please e-mail the technical contact provided at the end of the document and copy Supply Chain.

3.3 Requirements

OEM Accreditation

The bidding company must be accredited with the OEM that provisions the Robotics Tape Library Solution that is proposed. Suitable proof of such accreditation must be provided.

4. DURATION OF CONTRACT

- The contract duration is the Warranty period of the supplied Robotics Tape Library solution, as per the provisioned OEM support and maintenance agreement.
- A Service Level Agreement (SLA) will be entered into with the successful bidder.



5. SPECIAL CONDITIONS

The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amend/corrupt/distribute/permanently store/copy by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.

- 1) CIPC reserves the right to negotiate with the successful bidder on price
- 2) The service provider must ensure that their work is confined to the scope as defined.
- 3) Travel between the service provider's premises / place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 4) 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)
- 5) No advance payment will be made. Payment would be made in terms of the deliverables or unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA – payment will be affected within 30 days of receipt of an invoice provided the goods/products are delivery in accordance with the TOR's as specified and a signed and dated goods delivery note accompanies such invoice/s. Invoices are to be issued in accordance with the internal requisition/s placed per cost center as each cost center is accountable for their budget.
- 6) The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 7) 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.
- 8) 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.
- 9) Further, the successful bidder may not keep the provided information by way of storing/copying/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
- 10) 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.
- 11) 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.
- 12) The service provider will be required to sign a service level agreement (SLA) with CIPC prior to the commencement of the contract.
- 13) As the commencement of this project is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- 14) CIPC reserves the right not to award this bid to any prospective bidder or to split the award.



6. 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).

14.1 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

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 these 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 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 Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
	Company Registration Certificate.		Certified copies to be attached
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 https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE NUMBER
8.	Pricing Schedule		a. Submit full details of the pricing proposal in a separate envelope. b. Price must be carried over to SBD 3 c. The price envelop must be marked with the bidder's name FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION
9	IMPORTANT: OEM certification		<ul style="list-style-type: none"> The bidder must be an accredited partner. Provide accreditation letter. Relevant OEM certification on the maintenance and support of the Quantum Scalar i6000 Generation 2 Robotic Failure to provide the following SHALL immediately disqualify the bidder: The bidder will not proceed to phase 2

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



PHASE 2: EVALUATION CRITERIA

All bidders that advance to Phase 2 will be evaluated on the functionality as presented on the bid response by the same panel as for phase 1.

BIDDERS SCORING 60% OR HIGHER WILL ADVANCE TO PHASE 3.

No	Functionality: Evaluation Criteria	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1.	COMPANY EXPERIENCE						40	
	<p>Demonstrated relevant exposure and experience in the supply, installation, configuration, maintenance and support of the proposed Robotics Tape Library.</p> <p>Provide current client references of sites where the proposed Robotics Tape Library was successfully installed in the last 3 years.</p> <p><u>Ratings</u></p> <p>1) No/Insufficient references provided</p> <p>2) One current site reference with client contact details</p> <p>3) Two current site references with client contact details</p> <p>4) Three current site references with client contact details</p> <p>Four current site references with client contact details</p>							
2.	COMPANY CAPABILITIES						20	
	<p>Provide a technical proposal related to the Robotics Tape Library that is to be supplied, deployed and supported, as per the Requirements listed in Par 5 of the ToR.</p> <p><u>Ratings</u></p> <p>1) No/Insufficient Proposal provided</p> <p>2) Proposal provided does not meet all the stated requirements</p> <p>3) The proposal meets all the stated requirements</p> <p>4) In addition to 3) above, the proposed solution will add additional value to CIPC's ICT environment</p> <p>In addition to 3) above, the proposed solution will add extensive value to CIPC's ICT environment and future growth</p>							
3.	COMPANY RESOURCES:						30	
	<p>Provide a minimum of 3 detailed CVs of the resources to be assigned to the contract, each with no less than 3 years' experience in the installation, deployment, support and maintenance of the proposed Robotics Tape Library solution.</p> <p><u>Notes:</u></p> <p>i. A summarized CV needs to demonstrate experience with the installation, configuration and support of the proposed library solution</p> <p>ii. If, for whatever reason, a Resource for whom a CV has been supplied is replaced with another resource, the alternate resource must have similar experience and skills.</p> <p><u>Ratings</u></p> <p>1) No or one CV provided</p> <p>2) Two CV's provided depicting at least 3 years' relevant experience</p> <p>3) Three CV's provided with at least 3 years of relevant experience each</p> <p>4) Relevant experience of One/Two of the above resources exceed 4 years</p> <p>CV's of 4 resources provided with 3+ years of relevant experience, with two of these resources exceeding 4+ years</p>							
4.	INSTALLATION PLAN						10	
	<p>Proposed high-level Installation Plan of the proposed library solution.</p> <p><u>Ratings:</u></p> <p>1) No/Insufficient Plan provided</p> <p>2) Proposed Plan is sketchy and does not include some of the key installation and configuration milestones</p> <p>3) Clear Installation Plan</p> <p>4) In addition to 3) above, the Installation Plan shows feasible time frames</p> <p>5) In addition to 3 and 4 above, the proposed Installation Plan shows the allocation of Service Provider resources and CIPC dependencies</p>							
	TOTAL						100	

Note:

- 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.
- 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
Total	100

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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

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

9. BRIEFING SESSION

Bidders to note that there will be no briefing session for this tender

BRIEFING SESSION/ SITE VISITS	THERE IS <u>NO</u> BRIEFING SESSION FOR THIS TENDER
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10. SUBMISSION OF PROPOSALS

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

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Proposals should be addressed to:

Manager (Supply Chain Management)
Companies and Intellectual Property Registration Office
Block F, **the dti** Campus, 77 Meintjies Street,
Sunnyside
PRETORIA

ENQUIRIES

Supply Chain enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni
E-mail: Nmaqhula@cipc.co.za / smotshweni@cipc.co.za

Technical enquiries

Mr. Evans Mojanaga
Contact No: (012) 394 1281
E-mail: Emojanaga@cipc.co.za

11. AVAILABILITY OF THE RFP DOCUMENT

Can be requested via email: nmaqhula@cipc.co.za OR downloaded from CIPC website: www.cipc.co.za AND National Treasury E-tender portal

12. BIDS DETAILS

BIDS OPENING DATE:	01 NOVEMBER 2019
BIDS CLOSING TIME:	11: 00 AM
BIDS <u>CLOSING</u> DATE:	28 NOVEMBER 2019

NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICE.

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