

TERMS OF REFERENCE

CIPC BID NUMBER: 10/2018/2019

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR DATA CENTRE
INFRASTRUCTURE MANAGEMENT SERVICES
FOR A PERIOD OF TWO (2) YEARS**

CONTRACT PERIOD: TWO (2) YEARS EFFECTIVE FROM DATE OF OPERATION

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TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

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 RFQ specification is based on a specific brand must inform CIPC before RFQ 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 RFQ. 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 RFQ will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. As the commencement of this project is of critical importance, it is imperative that the services of 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.
9. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
- 11. Price must be valid for 90 days**
12. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
13. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Chief Executive Officer or his delegate.
14. 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.
15. CIPC will enter into Service Level Agreement with the successful service provider.
16. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
17. Fraud and Corruption:
16.1The Service Provider selected through this TOR 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 mis-presentation 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. 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. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

I, the undersigned (NAME).....certify that :

I have read and understood the conditions of this RFQ.

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

.....
Signature

.....
Date

INTRODUCTION

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate service levels to all its stakeholders.

CIPC would like to invite bidders to submit proposals for the maintenance and support of Microsoft Exchange Server, HP 3 Par SAN and Server Administration & Support

1. BACKGROUND

The CIPC ICT environment runs on state-of-the-art technology platform that hosts key applications to assist the commission in the delivery of its mandated responsibility and functions. The nature of the CIPC business requires that systems should be available at all times with very little to no service interruptions. The commission's ICT unit has recently embarked on several equipment and software upgrades as well as infrastructure renewal initiatives in order to ensure systems stability and optimal performance. Additional work in this regard still continues.

Highly skilled and competent resources are required for the operation, support and maintenance of the server, SAN and Exchange platforms as well as a transfer of skills to the commission's respective technicians. The service should involve multiple different levels of resources with different skill sets to achieve the outcome stated above and to address the scope of work and objectives accordingly.

The offering should be based on the services to be delivered. Activities are primarily expected to be conducted during working hours. Technicians may, from time to time, be required to work outside office hours including weekends and public holidays.



2. SCOPE OF WORK AND OBJECTIVE

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

2.1 Microsoft Exchange Server 2013 Administration & Support

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

2.2 HP 3 Par SAN Maintenance, Administration & Support

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

2.3 Server Support, Maintenance & Administration

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



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NB: Bidders should provide total pricing for the following:

- 1) Onsite support (2 full-time resources); and
- 2) Ad hoc support (on request/demand) - two hundred and fifty (250) hours

3. DURATION OF CONTRACT

The contract duration is for two (2) years and an 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.

4. COMPETENCY AND EXPERTISE REQUIREMENTS

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

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

These must include:

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

5. WORKING CONDITIONS

Equipment

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

Proprietary rights

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

Indemnity / Protection / Safeguard



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- The Service Provider safeguards and sets free CIPC to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the Service Provider.

Government Safety

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

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.

6. COSTING

The costing should be based on a monthly retainer for the duration of the contract.

7. SPECIAL CONDITIONS

- 8.1. 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;
- 8.2. **CIPC reserves the right to negotiate with the successful bidder on price;**
- 8.3. The service provider must ensure that their work is confined to the scope as defined;
- 8.4. 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;
- 8.5. 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);
- 8.6. 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;
- 8.7. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- 8.8. 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;
- 8.9. 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;
- 8.10. 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;



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- 8.11. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- 8.12. 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;
- 8.13. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- 8.14. 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.

8. EVALUATION PROCESS (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).

EVALUATION PROCESS (PHASES)

The evaluation will be completed in 3 phases:

- **Phase 1:** Compliance to minimum requirements;
- **Phase 2:** Functional evaluation; and
- **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 (e.g. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.



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Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)

- Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- Submission and completion of the Declaration of Interest
- Submission of an original and valid Tax Clearance Certificate
- Submission of the company's registration certificate from the Register of Companies (CIPC).
- Submission of proof of registration with the National Central Supplier Database

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% out of 100 to proceed** to the next phase. Bidders achieving less 60% will not be evaluated further.

Phase 2: Functional evaluation

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Service provider proven experience in providing services as contained in the scope of work. Provide a list of at least 3 reference letters from the clients 1 - < 1 letter 2 - < 2 letters 3 - 3 letters 4 - > 5 letters. 5 - > 10 letters..						50	
2.	Additional Service Provider OEM Certification 1 – No accreditation 2 – Non –HP accreditation 3 – HP Accreditation 4 – HP Accreditation and (Microsoft or Oracle) 5 – HP Accreditation and Microsoft and Oracle						30	



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3	<p>Provide detailed CVs of the resource that will be providing the on-site services.</p> <p>CVs must show all certifications and experience related to the aspects detailed in the scope of work.</p> <p>1 – No CV</p> <p>2 – CV with no formal qualifications</p> <p>3 – CV + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework</p> <p>4 – CV + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework and accredited EA certification</p> <p>5 – CV + 10yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework and accredited EA certification</p>					20	
Total						100	

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.

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

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

1. **SUBMISSION OF PROPOSALS**

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

Proposals should be addressed to:

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

ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: SMotshweni@cipc.co.za

B. Technical Enquiries

Mr Evans Mojanaga

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