

TERMS OF REFERENCE (TOR)

CIPC BID NUMBER: 15/2018/2019

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUPPLY LAPTOPS AND DESKTOPS TO CIPC
ON A “AS AND WHEN” BASIS UNDER A
WARRANTY AND SUPPORT CONTRACT FOR
THREE YEARS (36 MONTHS**

CONTRACT PERIOD: THREE YEARS (36 MONTHS ON A “AS AND WHEN” BASIS

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 120 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:
- 16.1 The 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

1 **INTRODUCTION**

Bidders are invited to supply Laptops, PCs (workstations) and monitors as per the attached specifications.

Detailed information is supplied under APPENDIX A.

1.1 **Background**

The current CIPC laptop and desktop fleet in use will be reaching end-of-life term(s) at different periods over the next 12 to 24 months. Over and above that, there is an immediate requirement for new laptops, desktop computers and monitors. The commission wishes to procure high-end equipment and the bidders should strictly offer a solution in line (or better) with the provided technical specifications and other listed requirements.

1.2 **Objective**

CIPC wishes to appoint a service provider for the provisioning of Laptops, Desktops and Monitors as per the specifications.

2 **SCOPE OF WORK**

The service providers should consider and highlight all omissions and exclusions that might impact the performance and or operability of the desired solution. The specifications for required equipment are provided under **APPENDIX A**.

3 **DURATION OF CONTRACT**

A period of three years (36 months on a “as and when” basis

4 **COMPETENCY AND EXPERTISE REQUIREMENTS**

The following competencies and expertise are required for this role:

4.1. **Exposure**

The bidder must be an OEM accredited partner.

4.2. **Experience**

As per **OEM** accreditation

4.3. **Qualifications**

As per **OEM** accreditation

4.4. **Soft Skills**

The following soft skills are essential:

N/A

4.5. Aptitudes/Personality traits

N/A

5 **REPORTING**

The contracted bidder's account manager will report to the CIPC Project Manager or his delegate.

6 **WORKING CONDITIONS**

6.1 **Equipment**

N/A

6.2 **Proprietary rights**

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

6.3 **Indemnity / Protection / Safeguard**

- The resources safeguard and set CIPC free 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 contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free 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 resources.

6.4 **Government Safety**

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

6.5 **Quality**

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Infrastructure Management, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

7 COSTING

NB: BIDDERS ARE REQUIRED TO NOTE AND COMPLY TO THE FOLLOWING

- I. Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable.
- II. The onus is upon the prospective bidders to take into account all costs, (including future cost) for the duration of the contract period and to CLEARLY indicate the price.
- III. BIDDERS TO PROVIDE A MAXIMUM OF ONE (1) PRICE PROPOSAL as per Appendix A to ensure consistency in technology and branding (no price options allowed only one price proposal)
- IV. Technology changes means equivalent new version of the same specification due to discontinuation of the tendered items or downward price adjustments of the tendered items due to technology advancement
- V. NB: Price negotiations will take place bi-annually commencing six (6) months after the date of award to cater for exchange rate fluctuations and/or technology changes only.
- VI. The PRICE proposal must include pricing per unit and also the total price per product with the ceiling amount for the tender to be carried over to the pricing scheduling SBD 3.
- VII. THE TOTAL PRICE MUST BE PROVIDED FOR THE DURATION OF THE CONTRACT IS (36 MONTHS)

8 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. The bidder must be an OEM accredited partner. (Please provide the relevant documentation)
- 8.3. CIPC reserves the right to negotiate with the successful bidder on price.
- 8.4. The service provider must ensure that their work is confined to the scope as defined.
- 8.5. 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.
- 8.6. 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)
- 8.7. No advance payment would be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- 8.8. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 8.9. 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.
- 8.10. 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.



Companies and Intellectual
Property Commission

- 8.11. 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.
- 8.12. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
- 8.13. 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.
- 8.14. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 8.15. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- 8.16. CIPC reserves the right not to make this appointment
- 8.17. CIPC reserves the right to source equipment from other service providers should there be a need.

9 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).

9.1 EVALUATION PROCESS (PHASES)

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Compliance to specification
- Phase 3: Functionality Evaluation
- 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 (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.

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

- a) 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.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Submission of proof of registration with the National Central Supplier Database
- f) The bidder must be an **OEM accredited partner**, (Please provide relevant documentation)

NOTE

- **FAILURE TO PROVIDED OEM ACCREDITATION WILL RESULT IN DISQUALIFICATION OF BIDDER**

PHASE 2: COMPLIANCE TO SPECIFICATION: Bidder to note the following requirements in compliance to phase 2:

Specification

- a) The bidders in this phase must comply with the attached Bill of Material and designs
- b) Bidders to fully comply with specification for all items as per Appendix A (Please note that these are minimum specification and may be exceeded)
- c) Bidders to provide a maximum of one (1) proposal as per Appendix A to ensure consistency in technology and branding
- d) Failure to comply with the minimum specification will result in disqualification for phase 2 and will not be evaluated for the next Phase 3: Functional Evaluation

PHASE 3: FUNCTIONAL EVALUATION

- a) Bids will be evaluated in terms of the set criteria below
- b) All bidders that advance to Phase 3 will be evaluated by a panel to determine compliance to the ability to deliver the service as specified in the bid.
- c) Functionality will count out of 100 and bidders must achieve a minimum of 60% out of 100 to proceed to the next phase.
- d) Bidders achieving less 60% will not be evaluated further.
- e) Prospective Bidders to provide the information above, marked for easy reference for the evaluators.
- f) Bidders that achieve less than 60 points on functionality will be **disqualified** for further

EVALUATION CRITERIA

Evaluation Criteria	Rating					Weight	Total
	1	2	3	4	5		
Functional Requirements							
Experience in the supply and delivery of computer related goods in the past years: Rating Between 0 -1 years = 1 Between 1 -3 years = 3 Greater than 3 years = 5 Provide proof that the company was active during the all the years.						30	
Prospective Bidders to provide proof of their capacity to undertake this Project: Bank rating letter indicating financial standing Or Proof of access to funding						40	
Provide at least three (3) letters from references where similar projects (i.e supply of computer equipment) were undertaken successfully. The letters should indicate whether delivery times were met as per SLA						30	
TOTAL						100	

NB: Prospective Bidders to provide the information above, marked for easy reference for the evaluators.

Functionality will count out of 100 points. Bidders must achieve a minimum score of 60 points out of 100

PHASE 4: 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

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 Shai Lekgothwane E-mail: slekgothwane@cipc.co.za OR
Ms. Alice Thinyane – E-mail: athinyane@cipc.co.za

APPENDIX A: DESKTOPS AND LAPTOPS SPECIFICATION

NB:

- I. Bidders should provide proposals for products complying the specifications.
- II. The proposal should be prepared to include pricing per unit and also the total price per product with the ceiling amount for the tender to be carried over to the pricing scheduling.
- III. The duration of the contract is 36 months

LAPTOPS

Each of the Laptops must be supplied with the following extras:

DESCRIPTION	TOTAL
i7-6700HQ Studio G3 / 1TB Z Turbo Drive PCIe / 32GB (2x16GB) 2133 DDR4 / W10p64/DongradeFacilitationWin764 / 15.6 LED FHD AG / NVIDIA Quadro M1000M 4GB GDDR5 / WLAN Intel 8260 ac 2x2 non vPro BT 4.2 / FPR / 3 year warranty; Windows 8.1 OS – HDMI Capable	15
UMA i7-7600U 8GB 1030 G2 / 13.3 UHD BV UWVA Touch / 500GB Turbo TLC / W10p64 / 3yw / keyboard DP Backlit / Intel 8265 AC 2x2+BT 4.2 / WWAN 4G / No Pen vPro / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Light Weight/Slim line/Revolve-able/Reversible Screen (Tablet Functionality) – HDMI Capable	11
UMA i7-7500U 850 / 15.6 FHD AG SVA / 16GB 1D DDR4 / 500GB Turbo TLC / W10p64 / 3yw / keyboard DP Backlit / Intel 8265 AC 2x2 nvP +BT 4.2 / WWAN 4G / FPR / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Built-In Numeric Keypad required - HDMI Capable	24
14 inch; UMA i7-7500U 840 / 14 QHD AG UWVA / 16GB 1D DDR4 / 500GB Turbo TLC / W10p64 /keyboard DP Backlit / Intel 8265 AC 2x2 nvP +BT 4.2 / WWAN 4G / FPR / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Light Weight/Slim-line – HDMI Capable	185

Each of the Laptops must be supplied with the following extras:

- Wireless Network Connection
- Wireless mouse
- Wireless keyboard with number pad
- On-board RJ45 Network ports (no dongle/attachment)
- Laptop trolley Bags
- Support and maintenance with onsite (next day) or within 48 hours max.
- Three (3) year warranty

DESCRIPTION	TOTAL
AIO Touchscreen; 23" screen; 500-GB 7200 RPM SATA 2.5-inch Self-Encrypting (SED) Hard Disk Drive	60

DESKTOPS

- Wi-Fi and RJ45 connection capability
- On screen Keyboard
- Three (3) year warranty
- Support and maintenance with onsite (next day) or within 48 hours

DESCRIPTION	TOTAL
AIO (Non-Touchscreen); 21.5" screen; 500-GB 7200 RPM SATA 2.5-inch Self-Encrypting (SED) Hard Disk Drive; Windows 8.1 OS	350

DESCRIPTION	TOTAL
21.5" LED Backlit Monitors; display (resolution) 1920 X 1080p; Standard HDMI/VGA with equivalent connectors/adaptors as appropriate.	130