

**Annexure “H”**

**TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 16/2018/2019**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUPPLY MPLS CONNECTIVITY BETWEEN THE COMMISSION’S MAIN DATA CENTER LOCATED AT THE DTI CAMPUS, 77 MEINTJIES STREET, SUNNYSIDE, PRETORIA AND THE REMOTE SITES**

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

**EFFECTIVE FROM 01 JANUARY 2019 TO 31 MARCH 2021**

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### **TERMS AND CONDITIONS FOR TENDER**

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 tender specification is based on a specific brand must inform CIPC before tender closing date.
4. Bidders are required to submit an original and valid 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 tender. 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 tender 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. **All prices 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 Commissioner 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 7. 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:

17.1 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 tender.

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

.....  
**Signature**

.....  
**Date**

## 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. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate of information.

### 1.1 CIPC ICT needs to appoint a service provider to:

Supply MPLS connectivity to the commission's main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and the Commission's remote sites.

**Contract duration: Starts 01 January 2019; Ends 31 March 2021**

### 1.2 Background and Objective

CIPC wishes to appoint a service provider to supply MPLS connectivity between the commission's main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and remote sites located in Cape Town, Johannesburg Stock Exchange (JSE), Carlton Centre (Johannesburg), and Sunnypark (Pretoria) to the CIPC MPLS cloud.

**NB: This request is for the MPLS services connectivity to the CIPC Datacenter and the Commission's existing branches. The solution should have the capability to include/connect any future branches (on request) which will be billable upon implementation and operation.**

## 2 SCOPE OF WORK

### Solution Overview

The CIPC would like to connect the main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and its remote sites listed below including any future remote sites or branches through the CIPC MPLS cloud.

#### Site 1: Main Data Centre

Location: the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria.

#### Site 2: Branches/Remote Sites

SITE	LOCATION
Johannesburg Stock Exchange (JSE)	JSE Limited; One Exchange Square; 2 Gwen Lane; Sandown; Sandton
Carlton Centre	150 Commissioner Street; Carlton Centre; Level 200; JHB
Cape Town	Norton Rose House; Shop No 3; Riebeeck Street; Thibault Square; Cape Town
Sunnypark Mall	Shop3 - 09A, Sunnyside Mall, 10 Trevenna Street, Sunnyside, Pretoria
Any future Branches / Remote Sites	N/A

## **Solution Scope**

**SUPPLY:** MPLS, Data line Firewall and Voice Bandwidth connectivity to the CIPC MPLS cloud.

### **NB:**

Bidders **MUST** provide a Multiprotocol Label Switching (MPLS) proposal which will allow for ease of connection to current and future remote sites (which will be billable upon operation).

The required solution is as follows:

- 1) MPLS
- 2) Size: 200Mbps Fibre dual entry with Microwave backup
- 3) SLA: 2 hours response/repair
- 4) INTERNET Breakout point
- 5) HOSTED Firewall

***The successful bidder should ensure that ALL requested services are available from 01 January 2019 until the end of the contract term (31 March 2021). Bidders MUST advise CIPC of any technical issues or omissions that might affect the operability, availability and reliability of the requested services.***

CIPC business hours are from 07h30 to 16h30 from Monday to Friday excluding Public holidays. SLA-linked support should be provided during these times.

The main CIPC office is situated at the dti Campus, 77 Meintjes Street, Sunnyside.

## **3 DURATION OF CONTRACT**

**Effective from 01 January 2019 to 31 March 2021**

## **4 COMPETENCY AND EXPERTISE REQUIREMENTS**

The following competencies and expertise are required for this role:

### **4.1. Exposure**

The successful bidder must have relevant exposure in the supply, configuration and support and maintenance of data-lines connectivity and services as per industry standards.

## 4.2. Experience

The successful bidder must have over 5-years' experience in the supply, configuration and support and maintenance of data-lines connectivity and related services.

The following experience will be an added advantage:

- Experience in other ICT service/infrastructure maintenance areas; and
- Experience in business service management

## 4.3. Qualifications

As per accreditation provided by the OEM (Original Equipment Manufacturer)

## 4.4. Soft Skills

The following soft skills are essential:

- Communication;
- Report writing; and
- Relationship management

## 4.5. Aptitudes/Personality traits

N/A

## 5 REPORTING

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

Monthly written reports will be submitted to the Senior Manager:

The progress reports shall contain at least the following:

- Incidents logged during the reporting period;
- Capacity reports;
- Utilization reports; and
- Any other relevant or additional issues/requirements

## 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**

Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price. The total price must be carried over to the Pricing Schedule.

## **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. .



Successful bidder: Municipal  
Property Commission  
a member of the dti group

- 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 (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 8.5. 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](http://www.treasury.gov.za))
- 8.6. 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.
- 8.7. 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.
- 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 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 will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 8.14. 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.
- 8.15. CIPC reserves the right not to make this appointment

## 1. 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).

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



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a member of the dti group

### Phase 1: Compliance to minimum requirements

- During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (ex. Tax Clearance Certificates),
- Ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements.

### 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) National Treasury CSD report WITH the **Supplier number** and Unique number

**FAILURE TO PROVIDE THE FOLLOWING ACCREDITATION SHALL IMMEDIATELY DISQUALIFY THE BIDDER.**

- f) **Accreditation in the implementation of data network services (bidders to submit relevant accreditation certificate/letter)**



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## Phase 2: Functional evaluation

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

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
(a) Provide a project plan indicating timelines to complete the installation. Refer to <b><u>DURATION OF CONTRACT</u></b> (Page 6) for the expected start date of the operation of the new data line						10	
(b) Provide letters from three (3) contactable reference indicating projects of similar nature completed by the company. This should also include the value of the contracts, which year projects conducted  < 5 references – 2; 5 references – 3; > 5 references – 5						50	
(c) Demonstrated experience in the data and voice services technology supply, configuration and maintenance and support in line with paragraph 4 above The experience rating will be as follows:  < 4 years – 2; 5 years – 3; > 5 years - 5						30	
(d) Reporting and Support: Demonstrate how reporting will be undertaken for the duration of the contracts (paragraph 5 above)  Full report containing all requirements = 3  Full report with additional information = 5						10	
<b>Total</b>						<b>100</b>	

Bidders scoring less than 60 points in Phase 2 will not be eligible for Phase 3 evaluation i.e. pricing and preferential procurement.

**NB: Please provide details for all the above information to enable proper evaluation.**

## Phase 3: Preferential Procurement Policy and Pricing

**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 through to Phase 2 will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Description	Total
Price	80
BBBEE	20
<b>Total</b>	<b>100</b>

### 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.

### 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 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](mailto:Nmaqhula@cipc.co.za) / [smotshweni@cipc.co.za](mailto:smotshweni@cipc.co.za)

##### Technical enquiries

Mr. Nhlanhla Masinda

Contact No: (012) 394 1281

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