

ANNEXURE: “H”



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TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 11/2022/2023

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUPPLY LAPTOPS AND HEADSETS TO CIPC ON AN “AS AND WHEN REQUIRED BASIS” UNDER A WARRANTY AND SUPPORT CONTRACT FOR THREE YEARS PLUS 2 YEARS EXTENDED WARRANTY (60 MONTHS)

CONTRACT PERIOD: FIVE YEARS (60) MONTHS ON AN “AS AND WHEN REQUIRED BASIS”

BID CLOSING: 14 APRIL 2023

NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.

THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: “CIPC TENDER BOX”.

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1. 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 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 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, 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 quoted in South African Rand**
- 16. All prices must be valid for 120 days**
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. 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.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.



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2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**, this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- l) **Bidders to ensure that USB 's are not password protected**
- m) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- n) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) **Bidders to complete Pricing Schedule SBD 3.3 (APPENDIX "A")- REFER TO ATTACHED SBD FORMS**
- d) **The total Price (Ceiling price) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids).**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). ***Failure to comply with this requirement will disqualify the bid.***
- g) All prices must be valid for 120 days

PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING

- 1. 1 (ONE) ORIGINAL HARD OR PRINTED COPY
 - 2. 1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB **BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
 - 3. ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)
 - ❖ PRICE SCHEDULE – SBD.33
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
 - ❖ BIDDERS TO REFER TO PAGE 9 AND APPENDIX A PAGE 16 - REQUIREMENTS ON PRICE PROPOSAL
- NB: Bidders must also refer to page 09 of 16 and APPENDIX A on age 16 of the Terms of reference under Mandatory Requirements**

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

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

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

1 INTRODUCTION

Bidders are invited to supply Laptops and Headsets as per the attached specifications.

Detailed information is supplied under [APPENDIX A](#) below.

1.1 Background

The current CIPC laptop 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. 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.

CIPC has procured a Cloud Based Contact Centre and Telephony System solution. The system was rolled out to all employees. The solution provides soft phones to all the employees in the organization on their laptops and desktops.

1.2 Objective

CIPC wishes to appoint a service provider for the provisioning of Laptops and Headsets 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 five years (60 months on an “as and when” required 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/her 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 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 (60 MONTHS)**

8 **SPECIAL CONDITIONS**

- i. 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;
- ii. CIPC reserves the right to negotiate with the successful bidder on price;
- iii. The service provider must ensure that their work is confined to the scope as defined
- iv. 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;
- v. 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);
- vi. 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;
- vii. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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;
- xii. 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;
- xiii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiv. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xv. 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.
- xvi. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvii. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xviii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xix. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xx. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xxi. CIPC reserves the right not to make this appointment
- xxii. 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 (Phases)

The evaluation will be completed in 4 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 AND MANDATORY 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 authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. **The bidder must be an OEM accredited partner (Please provide relevant documentation)**. All bidders that comply with the minimum requirements will advance to Phase 2.

| 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 |
| 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 on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER |
| 8. | NB: Pricing Schedule: Compliance to PAGE 06 AND 09 AND 16 . REFER TO PAGE 5 TO 9 AND 16 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u> | | <ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u> |
| 9 | IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 16 | | <ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u> |
| 10. | Bidders shall submit a letter from the OEM accredited partner from Product/Solution/Systems/Technology manufacturer/owner authorising the resale or support of the proposed Product/Solution/ System/ Technology In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u> | | <ul style="list-style-type: none"> The letter or a testimonial must be submitted in order to proceed to the next phase (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. All bidders are required to comply with this requirement. Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified. The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u> |

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

PHASE 2: COMPLIANCE TO SPECIFICATION:

Bidder to note the following requirements in compliance to phase 2: Specification

1. The bidders in this phase must comply with the attached Bill of Material and designs. (Appendix A)
2. Bidders to fully comply with specification for all items as per Appendix A (Please note that these are minimum specification and may be exceeded).
3. Bidders to provide a maximum of one (1) proposal as per Appendix A to ensure consistency in technology and branding. (Failure to comply will result in disqualification)

FAILURE TO COMPLY WITH THE MINIMUM SPECIFICATION WILL RESULT IN DISQUALIFICATION AND WILL NOT BE EVALUATED FOR THE NEXT PHASE 3: FUNCTIONAL EVALUATION.



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PHASE 3: FUNCTIONAL EVALUATION

1. Bids will be evaluated in terms of the set criteria below.
2. 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.
3. Functionality will count out of 100 and bidders must achieve a minimum of 60% out of 100 to proceed to the next phase.
4. Bidders achieving less 60% will not be evaluated further.
5. Prospective Bidders to provide the information above, marked for easy reference for the evaluators.
6. Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.

EVALUATION CRITERIA

| No | EVALUATION CRITERIA | Rating | | | | | Weight |
|----|--|--------|---|---|---|---|--------|
| | | 1 | 2 | 3 | 4 | 5 | |
| 1. | <p>Experience in the supply and delivery of computer related goods in the past years:</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Score: 1 = Between 0 -1 years 2. Score: 2= Between 1 -3 years 3. Score: 3= Between 3 – 5 years 4. Score: 4= Between 5 – 8 years 5. Score: 5= Greater than 8 years <p>Provide proof that the company was active during all the years .e.g Business Profile</p> | | | | | | 30 |
| 2. | <p>Prospective Bidders to provide proof of their capacity to undertake this Project:</p> <p>Bank rating letter indicating financial standing</p> <p>Or</p> <p>Proof of access to funding</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Score: 1 = Less than R10 Million 2. Score: 2 = Less than R15 Million 3. Score: 3 = Between R15 - R20 Million 4. Score: 4 = Between R20 – R25 Million 5. Score: 5 = Over R25 Million | | | | | | 40 |

| No | EVALUATION CRITERIA | Rating | | | | | Weight |
|--------------|--|--------|---|---|---|---|------------|
| | | 1 | 2 | 3 | 4 | 5 | |
| 3. | <p>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/contract</p> <p><u>Ratings to be awarded as follows:</u></p> <p>1: Score: 1 = No Reference Letters</p> <p>2: Score: 2 = Two Reference Letters with less than 2 years' experience</p> <p>3: Score: 3 = A minimum of Three Reference Letters with 3 years' experience on each client / letter</p> <p>4: Score: 4 = A minimum of Four Reference Letters with 4 years' experience on each client/letter</p> <p>5: Score: 5 = A minimum of Five Reference Letters with 5 years' experience on each client/letter</p> | | | | | | 30 |
| 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.**

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 on price will be recommended as the successful service provider.

Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.

- 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



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10 **SUBMISSION OF PROPOSALS**

Sealed proposals will be received at the Tender Box. **THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".**

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals must be addressed to:

Manager (Supply Chain Management)
Companies and Intellectual Property Commission (CIPC)
Block F, **the DTIC** Campus, 77 Meintjies Street,
Sunnyside
PRETORIA

ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni
Contact No: (012) 394 3971 /45344
E-mail: Nmaqhula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr Anand Moopanar - E-mail: amoopanar@cipc.co.za OR
Ms. Manapo Thinyane – E-mail: athinyane@cipc.co.za

Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.

11 **DEADLINE FOR SUBMISSION**

BIDS OPENING DATE: 06 MARCH 2023
BIDS CLOSING DATE: 14 APRIL 2023
BIDS CLOSING TIME: 11: 00 AM

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

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 SERVICES AND BID DEPOSITED IN THE INCORRECT BID BOX.

Bidders to note the extended tender closing date

APPENDIX A: LAPTOPS SPECIFICATION

NB: Bidders should provide proposals for products complying the specifications.

- I. 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 SBD 3.3 AND FORM 1.**
- II. The duration of the contract is 60 months**

LAPTOPS AND HEADSETS

| DESCRIPTION | TOTAL |
|---|-------|
| i7-6700HQ Studio G3 / 1TB SSD / 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 | 20 |
| UMA i7-7600U 16GB 1030 G2 / 13.3 UHD BV UWVA Touch / 512GB SSD / 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 | 10 |
| UMA i7-7500U 850 / 15.6 FHD AG SVA / 16GB 1D DDR4 / 512GB SSD / 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 | 25 |
| 14 inch; UMA i7-7500U 840 / 14 QHD AG UWVA / 16GB 1D DDR4 / 512GB SSD / 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 | 450 |
| Blackwire C3225 USB C Duo Headsets | 510 |

EACH OF THE LAPTOPS MUST BE SUPPLIED WITH THE FOLLOWING EXTRAS:

- Wireless Network Connection
 - Wireless mouse
 - On-board RJ45 Network ports (no dongle/attachment)
 - Laptop Backpack Bags
 - Support and maintenance with onsite (next day) or within 48 hours max.
 - Three (3) years warranty plus 2 years extended warranty
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