

TERMS OF REFERENCE

CIPC BID NUMBER: 05/2016/2017

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUPPLY, INSTALL, CONFIGURE AND
MAINTAIN A HIGH PERFORMANCE SAN**

CONTRACT PERIOD: 60 MONTHS

1. TERMS AND CONDITIONS OF REQUEST FOR TENDER/QUOTATION (RFT)

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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. CIPC's standard conditions of purchase shall apply.
8. Late and incomplete submissions will not be accepted.
9. Any bidder who has reasons to believe that the RFT specification is based on a specific brand must inform CIPC before RFT closing date.
10. 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 RFT. Certified copies of the Tax Clearance Certificate will not be acceptable.
11. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
12. This RFT will be evaluated in terms of the 90/10 system prescribed by the Preferential Procurement Regulations, 2001
13. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
14. 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.
15. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
16. All price quoted must be inclusive of Value Added Tax (VAT)
17. All prices must be valid for 90 days
18. 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.
19. 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.
20. 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.
21. CIPC will enter into Service Level Agreement with the successful service provider.

22. 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.
23. 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.
24. 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)

25. Fraud and Corruption:

- 26.1 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 & Background

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 levels of service to all its stakeholders.

In compliance with the Companies Act 2008, CIPC must provide the following services:

- Registration of corporate entities and intellectual property rights;
- Maintenance of accurate, up-to-date and relevant information concerning companies, corporate entities and intellectual property rights, and the provision of that information to the public and to other organs of state;
- The promotion of education and awareness of company and intellectual property laws, and related matters;
- The promotion of compliance with the Companies Act, and any other applicable legislation;
- Widest possible enforcement of the Companies Act;
- Promotion of the reliability of financial statements by monitoring compliance;
- Promoting voluntary resolution of disputes arising in terms of the Companies Act; and
- Research and reporting on matters of national policy and intellectual property law.

2 Requirements

The purpose of this document is to provide CIPC with a complete Performance Storage Solution that takes into account any current and future datacenter and disaster recovery requirements.

CIPC ICT needs to appoint a service provider to:

- Supply, install, configure and maintain a high performance storage solution;
- Ensure that all equipment is operational and performs to the commission's expectations.

3 Scope of Work

3.1 The Technical Requirements for this solution are as follows:

1. Data needs to be duplicated and be simultaneously available across a minimum of 2 separate electrically isolated storage devices
 - i. There must be **NO** manual failover or actions required if the 1st set of data or an entire physical device is unavailable – automation is key
 - ii. Automated Failover and Failback must be provided (between the systems and sites)
 - iii. All licensing and software requirements to cater for the automated failover etc. for the servers and hardware devices need to be catered for as part of the proposed solution.
2. The solution needs to cater for the requirement that the 2 sets of data may be physically housed in separate geographic locations.

The assumption can be made that the required network and fibre connectivity requirements between the geographic sites will be made available.



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3. All LUNs presented to host servers need to be on a "Thin Provisioned" basis and provide Quality Of Service as a method for assigning priority to volumes based on desired and actual performance levels.

4. The storage presentation layer will be via a SAN fabric network which is terminated on LC multimode style connectors. The Fabric layer is already in place.

Requirements for connectivity:

- LC Multimode ports will be available. Stipulate number of ports required for storage
 - All cabling needs to be provided as part of the solution – storage to fabric layer.
 - The total number of host port adapters provided by the complete solution should not be less than 16
 - The host facing ports must support 8GB at a minimum. CIPC Fabric switches are 16GB capable.
5. The solution should support the tiered storage mythology – at least 2 tiers, one of which must be SSD based. The requirement is that at least 8% of the solution is populated with SSD tier storage.

Details on how the tiered mythology is managed needs to be provided in the solution briefing.

6. The new solution needs to be able to integrate the existing storage solutions as separate tiers of storage, manage and report on them. (Refer to Annexure A for current environment specifics)

7. For risk aversion purposes the solution must cater for zero-touch automated self-healing.

8. Minimum Storage IOPs Requirements

- 2000 IOPS per server
- An Additional 10,000 IOPS for 50% of the total number of servers

Server Specification (Full Height Blade)

No Of Blades : 4

Blade : HP BL660c Gen8

CPU : HP BL660c Gen8 E5-4617

Server Specification (Half Height Blade)

No Of Blades : 14

Blade : HP BL460c Gen8

CPU : HP BL460c Gen8 E5-2650

9. The size requirement for the storage solution is as follows:

- Usable presentable storage **after** mirroring is taken into account must be at least 100TB.

Example : If mirrored storage devices are used then **each device** should use the figure above e.g. 100TB

10. Power and Environmental requirements need to be provided with the solution design.

CIPC will **not** be providing any cabinets.

Cabinets must include

- i. Cable management
- ii. All required Power PDU's based on 2 separate power feeds.
- iii. Cabinet layout needs to cater for splitting between 2 physical sites.

3.2 Migration planning from old solution to new solution - Requirements

- 1. New Solution must be able to manage the existing storage devices as Tiered Storage. This must be a separate "storage pool", to be allocated to dev/test/QA systems.
- 2. New Solution must cater for the LUN migration and the management thereof, from the old storage devices to the new solution.

3.3 Operational Management and Reporting

In order to effectively manage, report and scale for future needs, CIPC has the following requirements for such a solution:

- 1. Management should be via an enterprise management console.
- 2. Enterprise reporting must cater for
 - i. Usage per storage device, as well as drill down to host level /LUN association
 - ii. Real-time IO performance as well as historical trending , down to host level
 - iii. Automated reporting via email (schedule based)
- 3. Alerting Mechanism's via email and standard SNMP mechanism's
- 4. Must be able to centrally manage distributed groups through a single console

3.4 Hardware and Software Licensing and Contract Duration

Hardware warranty and Software Licensing need to be included for a period of 5 years with 24x7 (4Hr) response support.

3.5 Managed Solution Requirements

- 1. Solution is required to be a 24/7 fully managed solution including
 - I. Fabric Switch management
 - II. Storage management
 - III. Operational Management of storage and fabric environment
 - IV. Faultfinding and problem resolution on a server level for storage related faults
- 2. Proactive alert management, escalation and resolution
- 3. Management reporting

3.6 Pricing

Pricing must included for the duration of the contract

3.7 COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required:

Exposure

The successful bidder must have relevant exposure in the supply, configuration and support and maintenance of high performance storage technology. The bidder must also be an Gold or higher accredited reseller

Experience

The successful bidder must have over 5-years' experience in the supply, maintenance and support of the technology. A supporting document from the OEM should be produced in this regard.

The successful bidder should have a current back-to-back support and other relevant agreement with the OEM

The supplier shall provide skilled resources for the installation, support and maintenance of the offered solution

Customer References

A minimum of 3 reference letters from a client confirming that a similar solution has been implemented and supported by the supplier

4 Time frames

The service providers should indicate through a project plan how they will design, implement and support the solution over a 60 months period.

5 Reporting

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

6 Working Conditions

6.1 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.

6.2 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.

6.3 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.

6.4 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.

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. **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;
- 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 must be accredited by the manufacturer of the proposed SAN product or solution. A letter of accreditation must be submitted with the bid proposal. Failure to provide accreditation letter shall invalidate the prospective Service Provider's proposal.**



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- 8.14. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- 8.15. 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.

9 EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

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).

9.1 Evaluation Process (Phases)

Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Compliance to specification
- 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 (ex. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements.

The Service Provider must be accredited by the manufacturer of the proposed SAN product or solution. A letter of accreditation must be submitted with the bid proposal. Failure to provide accreditation letter shall invalidate the prospective Service Provider's proposal.

All bidders that comply with the minimum requirements will advance to Phase 2.

Phase 2: Compliance to specification

As per the scope of work

Phase 3: Preferential Procurement Policy and Pricing



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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 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended in 2011.

10.2 EVALUATION CRITERIA

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Provide a minimum of three (3) testimonials indicating similar work done to deliver on the scope of work to organizations of a similar size to CIPC.						20	
2.	Provide a detailed project plan and methodology for the implementation and support as per the scope of work for the duration of the contract.						20	
3.	Compliance to the technical specification (SAN) as per the scope of work.						40	
4	Expertise and knowledge of the project team. Please provide CVs of the resources to be assigned to this project						20	
	Total						100	

Note:

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 90/10 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.



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Description	Total
Price	90
BBBEE	10
Total	100

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

10. SUBMISSION OF PROPOSALS

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

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 OR Nmaqhula@cipc.co.za

B. Technical Enquiries

Mr Evans Mojanaga
Contact No: (012) 394 5520
E-mail: Emojanaga@cipc.co.za