

TERMS OF REFERENCE

CIPC BID NUMBER 23/2015/2016

**DISCRIPTION: INVITATION TO SERVICE PROVIDERS TO
PROVIDE DATA CENTRE INFRASTRUCTURE
MANAGEMENT SERVICES**

CONTRACT PERIOD: TWO (2) YEARS

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (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 RFT specification is based on a specific brand must inform CIPC before RFT 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 RFT. 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 RFT will be evaluated in terms of the 90/10 system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances.
9. The general conditions are available on the National Treasury website (www.treasury.gov.za);
10. **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.**
11. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
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. All price quoted must be inclusive of Value Added Tax (VAT).
14. All prices must be valid for 90 days
15. 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.
16. 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.
17. 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.
18. 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;
19. CIPC will enter into Service Level Agreement with the successful service provider.
20. 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.
21. Fraud and Corruption:
22. 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 RFT.

I have supplied the required information and the information submitted as part of this RFT 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. 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.

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

2.BACKGROUND

In the past, CIPC has had significant sporadic and intermittent systems and infrastructure downtime as a consequence of:

- Unreliable, aged and unsupported Servers and Storage Area Network (SAN) technologies;
- Inadequate SAN capacity and performance;
- A fragmented, piecemeal approach to the ICT technology infrastructure implementation over the last few years with no single point of accountability for integration and system problems and failure; and
- A lack of maintenance and support contracts for infrastructures that are beyond the supplier supported systems lifecycle.
- The offering should be based on a service to be delivered and, although this needs to take place within working hours, in certain cases would not necessarily require full time on-site. The service should involve multiple different levels of resources with different skill sets to achieve the outcome stated above and to address the scope of work and objectives defined below.

3.SCOPE OF WORK AND OBJECTIVE

3.1 Microsoft Exchange Server 2010 Administration & Support

The required services includes;

- Administration of Microsoft Exchange Server databases
- Administration of user mailboxes; creation, backups and restore
- Implementing security
- General configuration and operational activities of the

3.2 HP 3 Par SAN Maintenance, Administration & Support

The required services includes;

- Provide primary technical and maintenance support of the
- Support and knowledge of multiple operating systems, Linux, UNIX, Windows, Virtualization platforms.
- Patch Management
- Problem Resolution
- Physical Hardware And Configuration Management including
 - New installations
 - Migrations
 - Problem Resolution

3.3 Server Maintenance & Administration

The required services includes;

- Perform Health Check of Windows and Unix/Linux servers.
- Performance and availability health check
- Change management administration
- Patch Management
- Physical machine Management including
 - New installation
 - Migrations
 - Problem Resolution
- Virtual machine Management including
 - New installation
 - Migrations
 - Problem Resolution
- Monitoring and Escalation

3.4 Physical Hardware in the Datacentre

- 3Par Storage SAN
- 2 models of HP EVA SAN Storage
- HP Blade Server Chassis (7000 range)
- Brocade SAN Switches
- Quantum Tape Library
- 2 x HP D2D backup devices
- HP Networking Blade chassis

3.5 Operating Systems in Use

- Windows 2003 to Windows 2012
- Hyper-V Clusters, mixture of Windows versions
- VMWare Clusters
- AIX
- Linux

4. DURATION OF CONTRACT

The duration of the contract will be for a period of 2 years and an SLA will be entered into with the successful bidder. This will be subject to a 3 month termination notice for operational reasons and/or other contractual provisions.

5. COMPETENCY AND EXPERTISE REQUIREMENTS

CIPC makes use of HP, Microsoft, Oracle, UNIX, Informix and Virtualised technology standards. The successful Service Provider will be expected to possess, verify and warrant that they have the pre-requisite technical skills, capacity, OEM certification and competence to provide the services for the duration of the contracted period in a continuous professional and sustainable way. This must include:

- Proven experience and sufficient capacity in providing services specified in the scope of requirements.
- Soft Skills - The following soft skills are essential:
 - Communication;
 - Report writing; and
 - Relationship management.

6. WORKING CONDITIONS

Equipment

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

Proprietary rights

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

Indemnity / Protection / Safeguard

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

Government Safety

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

Quality

- The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

7.COSTING

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

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 HP or Microsoft. A letter of accreditation must be submitted with the bid proposal. Failure to provide accreditation letter shall invalidate the prospective Service Provider's proposal (OEM Accreditation)
- 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.



Companies and Intellectual
Property Commission

a member of the dti group

9.EVALUATION PROCESS (Criteria)

The evaluation process will be done on 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; and
- Submission of the company's registration certificate from the Register of Companies (CIPC).
- The Service Provider must be accredited by HP or Microsoft. A letter of accreditation must be submitted with the bid proposal. Failure to provide accreditation letter **shall invalidate** the prospective Service Provider's proposal (OEM Accreditation).

10.EVALUATION PROCESS (PHASES)

The evaluation will be completed in 3 phases:

- Phase 1:** Compliance to minimum requirements;
- Phase 2:** Functional evaluation; and
- Phase 3:** Pricing and Preferential Procurement policy.

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.

Phase 2: Functional evaluation

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the ability to deliver the service as specified in the bid. Functionality will count out of 100 and bidders must achieve a minimum of 60% out of 100 to proceed to the next phase. Bidders achieving less 60% will not be evaluated further.

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Service provider proven experience in providing services as contained in the scope of work. Provide a list of at least 3 reference letters from the clients. 1 - < 1 letter 2 - < 2 letters 3 - 3 letters 4 - > 5 letters. 5 - > 10 letters.						50%	
2.	Service Provider methodology and operational plan for the services as per the scope of work.						25%	
3.	Provide two detailed CV's of the resources that will be part of the Service Provider's onsite services. CV's must show all formal and professional certifications as well as the experience related to the scope of work. 1 – No CV 2 – CV with no formal qualifications 3 – CV + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework 4 – CV + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework and accredited EA certification 5 – CV + 10 yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework and accredited EA certification						25%	
	Total						100	

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 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.

Description	Total
Price	90
BBBEE	10
Total	100

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

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

E-mail: SMotshweni@cipc.co.za OR Nmaqhula@cipc.co.za

B. Technical Enquiries

Mr Samson Sekgobela

E-mail: sskgobela@cipc.co.za