

**ANNEXURE: “H”**

**TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 01/2023/2024**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUPPLY, MAINTAIN AND SUPPORT A  
NETWORK AND APPLICATION  
PERFORMANCE MONITORING SYSTEM**

**CONTRACT PERIOD: 60 MONTHS (LICENSES, MAINTENANCE &  
SUPPORT - INCLUDING FULLTIME ONSITE  
RESOURCE).**

**BID CLOSING DATE: 03 MAY 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.



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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**
- o) Prospective Bidders to ensure that all bid documents submitted (hard copies and on USB), must be legible and illegible documents will not be considered and this shall result in disqualification.

**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 (Annexure "C")- [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). **AND COMPLIANCE TO ANNEXURE A PAGE 16**
- 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 : **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
  - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE ANNEXURE "A" ALSO ON PAGE 16**
  - ❖ SBD1 - INVITATION TO BIDS
  - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
  - ❖ BIDDERS TO REFER TO [PAGE 9](#) - REQUIREMENTS ON PRICE PROPOSAL

**NB:** Bidders must also refer to page 09 of 17 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.**

## 4. INTRODUCTION

CIPC's mandate is registration of companies, close corporations, co-operatives 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 information. To improve the competitiveness of the South African economy by enhancing the reputation of South African businesses and the business environment. Also improving the reliability and integrity of the information within the CIPC databases and to promote broader economic growth through partners and participation in enhancing service delivery and extending the reach of CIPC through partners like the banks, government parastatals and other stakeholders.

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

CIPC wishes to procure a Network and Applications Performance Monitoring solution, including support and maintenance that will monitor the availability and performance of ICT systems. The solution should enable CIPC to continuously monitor the availability and performance of ICT services including business applications, the websites and the associate's infrastructure in order to proactively provide the needed support to business.

A monitoring system for the networks, applications and associated hosting infrastructure, is required for the following services that includes;

- Reporting on the systems availability and performance;
- Identifying network technical errors and points of failure;
- Availability, application performance and website issues which.

The solution should provide a complete end-to-end service delivery view based on the following principles among others:

- Utilizing end-user monitoring capabilities to measure the quality of service delivered to business and, most importantly, the impact any performance issue has on the business;
- Creating an infrastructure and component model of how those services are delivered through a performance-driven method.
- Incorporation of both data center elements and Internet and third-party provider components to provide visibility across the entire application delivery chain.

The maintenance and support services must ensure that all components and functionality of the monitoring solution are fully explored and used to provide further insight into both current and potential problem areas and continuous improvement opportunities as follows:

- Create a central knowledge base to drive availability and performance to the CIPC;
- Create reports to assist with root cause analysis and support/inform capacity planning;
- Assist in the quick resolution of system performance issues;
- Ensure immediate access, where required, to quickly diagnose, fix and resume application performance; and
- Identify and resolve application performance and website availability issues;



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- Conduct root-cause analysis of problems pertaining to a defined set of critical CIPC applications and infrastructure;
- Monitor End-User experience and diagnose related problems;
- Provide application on-boarding, troubleshooting, monitoring, reporting and other key APM-related tasks;
- Provide Root-Cause Analysis of Application and Server Performance problems; and
- Provide deep level analysis of end-user experience;
- Monitor and report applications availability and performance across both customer-facing Internet applications and critical back-end systems;
- Use End-User Experience monitoring to measure the quality of service delivered to business;
- Report proactively on the impact any performance issue could have/has on the business;
- Create an infrastructure and component model of how the services are delivered through a performance-driven method;
- Review the incorporation of data center elements, internet and third-party provider components to provide visibility across the entire application delivery chain; and
- Analyze and continuously improve real ICT services user experience metrics and performance statistics.

The current and core CIPC ICT systems includes the Informix & Oracle databases, BPM Tool, Web Services and +/- 150 servers (Production, QA, Testing and development). The systems are currently monitored by a Dynatrace/Vantage/AppMon/DCRUM.

**NB:**

- I. There will be a 3 month/90 days' exit clause included in the SLA based on whether the CIPC changes business plans and/or operating models – for example Data Centre Relocation or Hybrid Data Centre as an option.**
- II. Pricing Schedule to be included in submission;**

**The successful bidder should ensure that all services requested/mentioned above are supplied and or readily available at any given time from award. until the end of the contract. Bidders MUST advise CIPC on any technical issues or any challenges that may render the required services inoperable.**

**CIPC business hours are from 06h00 to 18h00 from Monday to Friday excluding Public holidays. The main CIPC office and data center is situated at the dtic Campus, 77 Meintjies Street, Sunnyside with branches in Tshwane, Johannesburg and Cape Town.**

**The service providers are also expected to provide remote/onsite support to CIPC during business hours including any other services that may be required after hours, on weekends and public holidays.**

## **5. DURATION OF CONTRACT**

**60 Months**





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## **6. COMPETENCY AND EXPERTISE REQUIREMENTS**

The following competencies and expertise are required for this role:

### **6.1 Exposure**

The successful bidder must have relevant exposure in the supply of network and applications monitoring solutions, including configuration, support and maintenance thereof.

### **6.2 Experience**

The successful bidder must have a minimum of three (3) years' experience in the supply of network and applications monitoring solutions, including configuration, support and maintenance thereof.

The following experience will be an added advantage:

- Experience in other IT application systems/infrastructure performance monitoring areas; and
- Experience in business service management

### **6.3 Qualifications**

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

### **6.4 Soft Skills**

The following soft skills are essential:

- Communication;
- Report writing; and
- Relationship management

### **4.1. Aptitudes/Personality traits N/A**

## **7. REPORTING**

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

Monthly reports will be submitted to the Manager:

The reports shall contain at least the following:

- Incidents logged during the reporting period;
- Capacity reports;
- Utilization reports;
- Link security abuse and unauthorized traffic attempts on hosted firewalls;
- Any other relevant or additional report incidents.

## **8. WORKING CONDITIONS**

### **8.1 Equipment**

- N/A

## 8.2 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.

## 8.3 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, trademarks or other protected rights on any software or related data used by the resources.

## 8.4 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps 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.

## 8.5 Quality

- The Operations and Networks Manager: will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Operations and Networks Manager: 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.

## 9. COSTING

- **Please refer to ANNEXURE A PAGE 16 for the details below on how pricing should be submitted**
- 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.*** Note: Service providers will be responsible for all costs e.g. Transportation for ALL activities associated with this bid.
- **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**
- **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
- **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND / PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED.**



## 10. 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. 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;
- iv. 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](http://www.treasury.gov.za));
- v. 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;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. 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.
- xiv. 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.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xix. 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.
- xx. CIPC reserves the right not to make this appointment



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## 11. 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).

### 11.2. Evaluation (Phases)

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

#### **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. 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 <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> will be used for the verification of tax compliance status as 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule:  <b>Compliance to <a href="#">PAGE 06 AND 16- ANNEXURE A</a></b>  REFER TO PAGE 5 TO 6 and 16 <b>PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE. ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED.</b>  <b><a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a></b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a></b></li> </ul>
9	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 18		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> <li>All documents to be signed and bidders initial each page</li> </ol> <b><a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a></b>

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



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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:

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<p>Demonstrated company experience, of at least 3 years, in the provisioning of Network and Application Monitoring systems - including configuration, and maintenance and support. This should include the work undertaken and tools utilized as well as two (2) reference/testimonial letters, with indication of experience/completed work, from client/s that are at least similar to CIPC in ICT size</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> <li>Score 1 = no demonstration, experience less than 1 year, no reference submitted:</li> <li>Score 2 = 1-2 yrs. experience, inadequate, inappropriate content in letters</li> <li>Score 3 = relevant references in Network &amp; Monitoring systems, 3 yrs. experience</li> <li>Score 4 = detailed relevant reference including tools utilized, 4yrs experience provided:</li> <li>Score 5 = detailed relevant reference including tools utilized plus more than 5 years of experience</li> </ol>						30
2.	<p>Submit a detailed Project Plan showing proposed approach &amp; methodology, timeframes &amp; key milestones for the execution of the project/installation. Project management tools &amp; techniques, please provide sample templates to be used.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> <li>Score 1 = no project plan submitted:</li> <li>Score 2 =, project plan not meeting the above</li> <li>Score 3 = project plan meeting above criteria with no tools, techniques samples provided:</li> <li>Score 4 = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated</li> <li>Score 5 = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated with additional reporting/feedback and management meetings with CIPC</li> </ol>						10





No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	<p>Provide three (3) CVs of key resources (indicate seniority e.g. project leader etc.) that will be assigned to the project, clearly indicating relevant ICT and proposed solution/technology expertise. Accredited certification of the resources will be an added advantage.</p> <p>Evaluation of the CVs will be based on the experience relevant to the scope of work and not necessarily on the amount/number of CVs provided. Minimum experience 3 years &amp; certification or accreditation linked to the proposed solution.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = inadequate, inappropriate experience, only 1-year experience &amp; no accredited certification by OEM:</li> <li><b>Score 2</b> = accreditation by OEM with only 2 yrs. experience,</li> <li><b>Score 3</b> = 3 yrs. experience and accreditation certification by OEM</li> <li><b>Score 4</b> = 4 -5 yrs. experience &amp; higher accredited certification by OEM or:</li> <li><b>Score 5</b> = 6 - 8 yrs. experience &amp; higher accredited certification plus additional certifications linked to the solution.</li> </ol>						10
4.	<p><b>Proposed solution/technology framework.</b></p> <ol style="list-style-type: none"> <li>End user experience monitoring – (active and passive)</li> <li>Application runtime architecture discovery and modeling</li> <li>User-defined transaction profiling (also called business transaction management)</li> <li>Application component monitoring</li> <li>Reporting &amp; Application data analytics</li> </ol> <p>Additional solution/technology value add where applicable will be an added advantage.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = no proposal submitted:</li> <li><b>Score 2</b> =, proposal not meeting all of the above</li> <li><b>Score 3</b> = proposal plan meeting three above:</li> <li><b>Score 4</b> = detailed proposal meeting four of the above criterion plus value add were applicable:</li> <li><b>Score 5</b> = detailed proposal meeting all five criterion with value add and ability of the solution to expose API's to 3rd party systems:</li> </ol>						50
<b>TOTAL</b>							<b>100</b>

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 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
<b>Total</b>	<b>100</b>

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

**12. ANNEXURE A: COSTING - (THE PAGE MUST BE INCLUDED IN THE PRICE FOLDER USB AS WELL AS PRICE ENVELOP)**

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.

**BID COSTING**

PRICING TABLE (TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER **MUST** ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 18 AND PAGE WITH REGARDS TO PRICE  
The costing should be based on all requirements of the terms of reference for a period **60 MONTHS (LICENSES, MAINTENANCE & SUPPORT INCLUDING FULLTIME ONSITE RESOURCES)**. Pricing to be presented as per the tables below. Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

NB:

- There will be a 3 month/90 days' exit clause included in the SLA based on whether the CIPC changes business plans and/or operating models – for example Data Centre Relocation or Hybrid Data Centre as an option.
- Pricing Schedule to be included in submission;

**TABLE 1: (FORMAT FOR PRICE QUOTATION):**

**TERM: 5 YEARS**

Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
<b>TOTAL FOR PERIOD OF 5 YEARS</b> <b>INDICATE IF FIRM /NOT FIRM FOR THE DURATION</b>				Price VAT excl.	
				VAT	
				TOTAL	

The suppliers must break down payment as per deliverable on the project plan. Reports are to be developed and presented per deliverable, e.g.

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

**TOTAL PRICE TO BE STATED BELOW FOR THE TENDER FOR THE DURATION OF THE CONTRACT TO BE CARRIED OVER TO SBD3.3 AND FORM 1**

	VAT amount	Amount Inclusive of VAT (Incl. of ALL)
<b>TOTAL FOR A PERIOD OF 5 YEARS</b> (Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes) <b>INDICATE IF FIRM /NOT FIRM FOR THE DURATION</b>		

**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

**IMPORTANT:**

- ❖ **BIDDERS TO NOTE THE CLAUSE IN SBD 3.3 ABOUT PRICE AND ENSURE COMPLIANCE ON PAGE 22 AND PAGE 23 OF THE SBD FORMS**
- ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS MUST BE CLEARLY INDICATED**
- ❖ **BIDDERS MUST INDICATE IF PRICES FIRM OR NOT FIRM WITH REASONS**
- ❖ **IT IS THE BIDDER'S RESPONSIBILITY TO STATE ALL PRICE ESCALLATIONS/ STATE PRICE CONDITIONS FOR THE DURATION OF THE CONTRACT.**
- ❖ **THE PRICE SUBMITTED MUST BE IN SOUTH AFRICAN RANDS STATING IF THE PRICE IS FIRM OR NOT FIRM FOR THE DURATION OF THE CONTRACT WITH REASONS CLEARLY INDICATED.**

**PLEASE NOTE:**

**FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR COSTING SHALL IMMEDIATELY INVALIDATE THE BID.**

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Companies and Intellectual  
Property Commission

a member of the dti group

### 13. BRIEFING SESSION

PLEASE NOTE THAT THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

<b><u>COMPULSORY</u></b> <b>BRIEFING SESSION/SITE VISIT</b>	<b>NONE</b>
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### 14. SUBMISSION OF PROPOSALS

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

**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](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

**B. Technical Enquiries**

Mr. Anand Moopanar –Email: [amooanar@cipc.co.za](mailto:amooanar@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.*

### 15. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE: 12 APRIL 2023**

**BIDS CLOSING TIME: 11: 00 AM**

**BIDS CLOSING DATE: 03 MAY 2023**

**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.**