



Companies and Intellectual
Property Commission

a member of **the dti** group

ANNEXURE H

CIPC BID NUMBER 09/2017/2018

TERMS OF REFERENCE FOR

INVITATION TO SERVICE PROVIDERS TO SUPPLY CONNECTIVITY BETWEEN THE
COMMISSION'S MAIN DATA CENTER LOCATED AT **THE DTI CAMPUS, 77 MEINTJIES STREET,
SUNNYSIDE, PRETORIA** AND THE CIPC CLOUD

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TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

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 RFQ specification is based on a specific brand must inform CIRPO before RFQ 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 RFQ. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIRPO Purchase Order form has been received.
6. This RFQ will be evaluated in terms of the 80/20 system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. As the commencement of this project is of critical importance, it is imperative that the services of the service provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
9. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
11. 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.
12. 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 Chief Executive Officer or his delegate.
13. 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.
14. CIPC will enter into Service Level Agreement with the successful service provider.
15. 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.
16. Fraud and Corruption:
 - 16.1 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**

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate of information.

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

Supply BACKUP connectivity between the commission's main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and the cloud.

1.2. Contract duration: Five (5) years effective from date of operation

1.3. Background and Objective

CIPC wishes to appoint a service provider to supply BACKUP connectivity between the commission's main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and a and the cloud.

NB: This request is for the express provisioning of CIPC Cloud connectivity backup services to the current CIPC connectivity [which means if you have an existing contract with CIPC and it's still running and not expired then you don't have to respond to this TOR]. To that extent, a new CIPC Cloud service provider is invited to submit a proposal to complement the current service provider.

2 **SCOPE OF WORK**

2.1 Solution Overview

The CIPC would like to connect the main data center located at the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria and the cloud

Site 1:

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

2.2 Solution Scope

SUPPLY: General data and voice bandwidth connectivity to the cloud.

NB:

Bidders MUST provide a Multiprotocol Label Switching (MPLS) proposal which will allow for ease of connection of current and future CIPC remote sites/offices.

The required solution is as follows:

- 1) Size: 30Mbps Fibre dual entry
- 2) Connection: Interface RJ45 or Gig Ethernet
- 3) Site Entry: Dual
- 4) SLA: 2 hours response/repair
- 5) INTERNET Breakout point
- 6) HOSTED Firewall

The successful bidder should collaborate with the current service provider to provide high availability connectivity services to the CIPC cloud connection.

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

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

3 DURATION OF CONTRACT

Five (5) years effective from date of operation.

4 COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required for this role:

4.1. Exposure

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

4.2. Experience

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

The following experience will be an added advantage:

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

4.3. Qualifications

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

4.4. Soft Skills

The following soft skills are essential:

- Communication;
- Report writing; and
- Relationship management

4.5. Aptitudes/Personality traits

N/A

5 REPORTING

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

Monthly written reports will be submitted to the Senior Manager:

The progress reports shall contain at least the following:

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

6 WORKING CONDITIONS

6.1 *Equipment*

- N/A

6.2 *Proprietary rights*

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

6.3 *Indemnity / Protection / Safeguard*

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

6.4 *Government Safety*

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

6.5 *Quality*

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.

- Should CIPC, through the Senior Manager: Infrastructure Management, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

7 COSTING

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

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** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 8.5. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website (www.treasury.gov.za)
- 8.6. No advance payment would be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- 8.7. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 8.8. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
- 8.9. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
- 8.10. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
- 8.11. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
- 8.12. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become .The property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
- 8.13. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.

8.14. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.

8.15. CIPC reserves the right not to make this appointment

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. Responsiveness Criteria

Failure to provide the following might result in a bid not to be considered: (minimum requirements)

- a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Provide Accreditation in the implementation of data network services (bidders to submit relevant accreditation certificate/letter) e.g. ICASA.

10. EVALUATION PROCESS (PHASES)

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).

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

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. 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 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	Total
		1	2	3	4	5		
1	✓ Knowledge, understanding, competencies in the industry. Please submit detailed company Profile with the above.						25	
2.	✓ Provide a project plan indicating timelines to complete the installation. Refer to <u>DURATION OF CONTRACT</u> (Page 6) for the expected start date of the operation of the new data line.						25	
3.	✓ Provide a minimum of three letters of testimonials from references with contact details from clients indicating completed projects ,						30	
4.	✓ Demonstrated years of experience in the data and voice services technology supply, configuration and maintenance and support. The experience rating will be as follows: < less than 3 years = 2; 3 years = 3; 4 years = 4; > 5 years = 5						20	
	Total						100	

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

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

Phase 3: Preferential Procurement Policy and Pricing

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points

Preferential Procurement Policy

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

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 will be recommended as the successful vendor.

11. 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

Mr. Solomon Motshweni- smotshweni@CIPC.co.za (SUPPLY CHAIN)

Mr. Nhlanhla Masinda – nmasinda@cipc.co.za (TECHNICAL)