

TERMS OF REFERENCE FOR

**INVITATION TO SERVICE PROVIDERS TO SUPPLY LAPTOPS AND DESKTOPS TO CIPC ON A
“AS AND WHEN” BASIS UNDER A WARRANTY AND SUPPORT CONTRACT FOR THREE YEARS
(36 MONTHS)**

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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 RFP. 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 RFP 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

Bidders are invited to supply Laptops, PCs (workstations) and monitors as per the attached specifications.

Detailed information is supplied under **APPENDIX A**.

1.1 Background

The current CIPC laptop and desktop fleet in use will be reaching end-of-life term(s) at different periods over the next 12 to 24 months. Over and above that, there is an immediate requirement for new laptops, desktop computers and monitors. The commission wishes to procure high-end equipment and the bidders should strictly offer a solution in line (or better) with the provided technical specifications and other listed requirements.

1.2 Objective

CIPC wishes to appoint a service provider for the provisioning of Laptops, Desktops and Monitors as per the specifications.

2 SCOPE OF WORK

The service providers should consider and highlight all omissions and exclusions that might impact the performance and or operability of the desired solution. The specifications for required equipment are provided under **APPENDIX A**.

NB: Bidders should provide six (6) months fixed unit prices for each item under order. CIPC reserves the right to source equipment from other service providers should there be a need.

3 DURATION OF CONTRACT

As per contract

4 COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required for this role:

4.1. Exposure

The bidder must be an OEM accredited partner.

4.2. Experience

As per **OEM** accreditation

4.3. Qualifications

As per **OEM** accreditation

4.4. Soft Skills

The following soft skills are essential:

N/A

4.5. Aptitudes/Personality traits

N/A

5 REPORTING

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

6 WORKING CONDITIONS

6.1 Equipment

N/A

6.2 Proprietary rights

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

6.3 Indemnity / Protection / Safeguard

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

6.4 Government Safety

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

6.5 Quality

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

7 COSTING

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. **The bidder must be an OEM accredited partner**, (Please provide the relevant documentation)
- 8.3. CIPC reserves the right to negotiate with the successful bidder on price.
- 8.4. The service provider must ensure that their work is confined to the scope as defined.
- 8.5. 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.
- 8.6. 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)
- 8.7. 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.
- 8.8. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 8.9. 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.
- 8.10. 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. 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.
- 8.14. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- 8.15. 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.
- 8.16. 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).

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) The bidder must be an **OEM accredited partner**, (Please provide relevant documentation)

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

Phase 2: Compliance to specification

As per the attached Bill of Material and designs

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) as amended in 2011..

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 service provider.

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. Evans Mojanaga – Emojanaga@cipc.co.za (TECHNICAL)

APPENDIX A: DESKTOPS AND LAPTOPS SPECIFICATION**LAPTOPS**

DESCRIPTION	TOTAL
i7-6700HQ Studio G3 / 1TB Z Turbo Drive PCIe / 32GB (2x16GB) 2133 DDR4 / W10p64/DongradeFacilitationWin764 / 15.6 LED FHD AG / NVIDIA Quadro M1000M 4GB GDDR5 / WLAN Intel 8260 ac 2x2 non vPro BT 4.2 / FPR / 3 year warranty; Windows 8.1 OS – HDMI Capable	15
UMA i7-7600U 8GB 1030 G2 / 13.3 UHD BV UWVA Touch / 500GB Turbo TLC / W10p64 / 3yw / keyboard DP Backlit / Intel 8265 AC 2x2+BT 4.2 / WWAN 4G / No Pen vPro / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Light Weight/Slim line/Revolve-able/Reversible Screen (Tablet Functionality) – HDMI Capable	10
UMA i7-7500U 850 / 15.6 FHD AG SVA / 16GB 1D DDR4 / 500GB Turbo TLC / W10p64 / 3yw / keyboard DP Backlit / Intel 8265 AC 2x2 nvP +BT 4.2 / WWAN 4G / FPR / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Built-In Numeric Keypad required - HDMI Capable	10
14 inch; UMA i7-7500U 840 / 14 QHD AG UWVA / 16GB 1D DDR4 / 500GB Turbo TLC / W10p64 / keyboard DP Backlit / Intel 8265 AC 2x2 nvP +BT 4.2 / WWAN 4G / FPR / No NFC, NIC's; Windows 8.1 OS; 3 year warranty – Light Weight/Slim-line – HDMI Capable	150

Each of the Laptops must be supplied with the following extras:

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

DESCRIPTION	TOTAL
AIO Touchscreen; 23" screen; 500-GB 7200 RPM SATA 2.5-inch Self-Encrypting (SED) Hard Disk Drive	60

DESKTOPS

- Wi-Fi and RJ45 connection capability
- On screen Keyboard
- Wireless mouse
- Support and maintenance with onsite (next day) or within 48 hours
- Three (3) year warranty
- Wi-Fi and RJ45 connection capability

DESCRIPTION	TOTAL
AIO (non-Touchscreen); 21.5" screen; 500-GB 7200 RPM SATA 2.5-inch Self-Encrypting (SED) Hard Disk Drive; Windows 8.1 OS	350

- Wi-Fi and RJ45 connection capability
- Support and maintenance with onsite (next day) or within 48 hours
- Three (3) year warranty

Monitors

DESCRIPTION	TOTAL
21.5' LED Backlit Monitors; display (resolution) 1920 X 1080p; Standard HDMI/VGA with equivalent connectors/adaptors as appropriate.	130

- Bidders are to also provide an optional quotation per unit for monitors with 4K UHD display.

NB:

- 1) The specifications are just guidelines and are therefore product AGNOSTIC.
- 2) Potential Bidders should provide proposals for products closest to the specifications.
- 3) Potential bidders to indicate any minor/major deviation to the specification.