

ANNEXURE “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NO: 25/2017/2018

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUPPLY, UPGRADE, INSTALL, CONFIGURE AND SUPPORT COMMUNICATIONS EQUIPMENT IN LINE WITH THE BILL-OF-MATERIAL AND THE COMMISSION’S ENTERPRISE ARCHITECTURE

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TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)

a member of the dti group

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 RFQ. 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 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. All prices must be valid for 90 days
12. 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.
13. 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.
14. 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.
15. CIPC will enter into Service Level Agreement with the successful service provider.
16. 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.
17. Fraud and Corruption:
18. 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. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accuracy of information.

CIPC ICT needs to appoint a service provider to:

- a) Supply, install, upgrade and configure all equipment as per the bill-of-material and the commission's Enterprise Architecture including the remote sites (JSE, Carlton Centre, Sunnypark, and Cape Town).
- b) Support and Maintenance as when required and ensure that all equipment is operational and performs according to the, commission's expectations.

All the required equipment is listed under Appendix A

1.1 Background

CIPC wishes to appoint a service provider to supply, install, upgrade and configure ICT communications equipment to ensure high-availability of systems. The commission runs real-time transactions using HPE equipment. To this end, service interruptions should be avoided or kept to a minimum at all costs.

NB: CIPC's Technology Reference Model recommends high-end HPE technology and the prospective bidders should strictly offer a solution in line with the provided technical specifications and ensure that the solution will integrate with the existing hardware and monitoring software currently in use, and other listed requirements. CIPC uses HPE equipment (core switches, access layer switches, APs), any technology that matches the specification will be reconsidered BUT it must integrate with the current existing HPE core network technology in use.

Only HPE accredited Gold partners will be considered for the required services.

1.2 Objective

ICT wishes to appoint a service provider to supply, install, upgrade and configure wireless equipment and support the requested.

2 SCOPE OF WORK

The successful HPE accredited service provider (Gold Partner) is expected to supply, install, upgrade and configure the listed equipment and ensure operability upon completion of the project. The solution will also be installed at the CIPC remote sites Sunnypark Pretoria, JSE Sandton, Carlton Centre and Cape Town. The proposal must include a 5-year maintenance and support contract for the following equipment HPE 10500 Core, 5412zl, APs, FortiGate, FortiWeb, FortiAnalyzer and all networking infrastructure equipment. The support includes installation, rack mount, firmware upgrade, patch upgrade, configuration, Power On, testing, troubleshooting and maintenance. For the Bill of Materials (BOM) – Refer to Table below.

The service provider should consider and highlight all omissions and exclusions that might/could impact the performance and or operability of the said equipment – including interfacing with other equipment. The core activities for the project over and above the supply of materials (Refer to Appendix A) include but are not limited to the following:

APPENDIX A: Bill-Of-Materials

For existing hardware

Part Number	Description	Quantity
JH192A	HPE 10500 48p 1000BASE-T SE Module	2
JH432A	HPE 10500 32P 10G/4P 40G M2SG Module	2
JD092B	HPE X130 10G SFP+ LC SR Transceiver	2

For the Wi-Fi wireless upgrade

New wireless solution

The solution must have the following features and capabilities.

Database-driven architecture

Simple configuration and automation

AP hardware must be able to operate in either controller-based or controller less mode. No rip & replace the Access Point hardware if CIPC decide to move from controller less- based solution to a controller-managed solution.

Must deliver internal network visibility, BYOD and guest registration, and automated authentication services for employees, clients

Must have the ability to dynamically identify all device types on multivendor wired and wireless without the use of agents.

Must include management and monitoring dashboards. End-to-end connection visibility, per app visibility and usage controls, and historical RF map views.

Must be able to simulate standard connectivity processes that aid in proactive detection of issues related to DNS, authentication response times and more.

Must offer good performance by ensuring people on the wireless network are moved seamlessly to the best AP to maximize network performance.

Must support LIVE upgrades, Zero downtime.

Must be application aware.

Must prioritizes voice & video traffic ensuring a seamless user experience.

License model must be simple and complete portability — NO recurring cost for COMPLETE license portability.

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

DURATION OF CONTRACT

As per agreement and standard HP Warranty

3 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, upgrade, and install, configuration, support and maintenance of technology solutions listed. The bidder must also be an accredited HPE Gold Partner.

4.2. Experience

The successful bidder must have over 5-years' experience in the supply, install, upgrade, maintenance and support of HPE and other required technologies as per BOM. A supporting affidavit from the OEM should be produced in this regard.

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

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

4.4. Soft Skills

The following soft skills are essential:

- Communication;
- Report writing; and
- Relationship management.

4.5. Aptitudes/Personality traits

Please provide CVs of your company's technicians who will be assigned to the CIPC account.

4 REPORTING

The contracted bidder's (service provider) account manager will report to the Senior Manager: ICT Infrastructure or delegate.

Scheduled written reports will be submitted to the Senior Manager: ICT Infrastructure or delegate as agreed.

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

5 WORKING CONDITIONS

Equipment

PC, Telephone, spares storage printer and other relevant equipment will be provided by CIPC.

Proprietary rights

- The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the service provider and its resources belong to CIPC;
- The final product of all work done by the service provider and its resources, shall at the end of service period, be handed over to CIPC; and



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- The service provider and its resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

Indemnity / Protection / Safeguard

- The services provider and its 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.

Government Safety

- The service provider's 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; and
- The service provider and its resources must at all times follow the security measures and obey the rules as set by the organization.

Quality

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

6 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.

7 SPECIAL CONDITIONS

- 7.1 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.
- 7.2 CIPC reserves the right to negotiate with the successful bidder on price.
- 7.3 The service provider must ensure that their work is confined to the scope as defined.
- 7.4 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.
- 7.5 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)
- 7.6 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.
- 7.7 The price quoted by the prospective service provider must include Value Added Tax (VAT).
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.



Companies and Intellectual

7.12 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.

7.13 The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.

7.14 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.

7.15 CIPC reserves the right not to make this appointment

8 **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**; and **Tax Clearance PIN**
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Submission of proof of registration with the National Central Supplier Database (CSD)

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; and
- 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:

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
Wi-Fi wireless solution and support for all HPE Switches, Fortinet technology solutions, firmware upgrade, configuration, maintenance and support (bidders to submit HP accreditation certificate/letter)						50	
Detailed methodology and approach to be used taking into consideration the scope of work and deliverables and the management of the contract. Specify the number of personnel to be assigned to CIPC. CIPC reserves the right to invite short-listed bidders to present their methodology for clarification purposes.						20	
Expertise/ Experience/qualifications of technicians to be assigned to the CIPC maintenance and support contract agreement. (CVs to be attached.).						20	
Demonstrated experience in the supply of Wi-Fi wireless solutions, configuration, maintenance and support and other technologies as specified. (Provide a minimum of three testimonial letters with contactable references from clients) The experience rating will be as follows: < 4 years – 2; 4 years – 3; 5 years – 4; > 5 years - 5						10	
Total						100	

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.

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).

Description	Total
Price	80
BBBEE	20
Total	100



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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.

13. 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

Supply Chain enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

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