

## **TERMS OF REFERENCE (TOR)**

**CIPC BID NUMBER: 32/2017/2018**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUPPLY AND INSTALL HP BL460C GEN10  
SERVERS AND BL460C GEN8 MEMORY  
UPGRADE UNDER THE APPROPRIATE HPE  
WARRANTY AND SUPPORT CONTRACTS**

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### **TERMS AND CONDITIONS FOR TENDER**

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 tender specification is based on a specific brand must inform CIPC before tender closing date.
4. Bidders are required to submit an original and valid 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 tender. 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 tender 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 Commissioner 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 7. 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:

17.1 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 tender.

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....  
**Signature**

.....  
**Date**

## **INTRODUCTION**

Bidders are invited to **SUPPLY, INSTALL** and **CONFIGURE** HP BL460C GEN10 SERVERS AND BL460C GEN8 MEMORY UPGRADE under the appropriate HPE warranty and support contract as per the attached specifications.

***Detailed information (Bill of Materials) is attached (ANNEXURE A).***

### **1.1 Background**

CIPC is in the process of installing a new application which must be hosted on the requested equipment. This includes a memory upgrade as per the attached Bill of Materials (BoM). The successful bidder should install and configure all the items (to be mounted on the existing C7000 chassis).

### **1.2 Objective**

CIPC wishes to appoint a **HP-accredited GOLD partner** service provider for the provisioning, installation and configuration of equipment as per the listed BoM.

## **1 SCOPE OF WORK**

CIPC wishes to appoint a **HP-accredited GOLD partner** service provider for the provisioning, installation and configuration of equipment as per the listed BoM. The service providers should consider and highlight all omissions and exclusions that might impact the performance and or operability of the desired solution.

## **2 DURATION OF CONTRACT**

As per standard HP warranty contract

## **3 COMPETENCY AND EXPERTISE REQUIREMENTS**

The following competencies and expertise are required for this role:

### **4.1. Exposure**

The bidder must be an HP accredited **GOLD** partner.

### **4.2. Experience**

As per **HP** accreditation

### **4.3. Qualifications**

As per **HP** accreditation



#### 4.4. Soft Skills

The following soft skills are essential:

N/A

#### 4.5. Aptitudes/Personality traits

### 4 REPORTING

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

### 5 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.





## **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 and to CLEARLY indicate the price.

## **7 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 HP ANS or PNS 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](http://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

## 1. EVALUATION PROCESS (Criteria)

The evaluation process will be done on 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).

### **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) National Treasury CSD report WITH the **Supplier number** and **Unique number**
- f) The bidder must be an **HP ANS or PNS** accredited partner, (Please provide relevant documentation) **Failure to submit the accreditation certificate from manufactures shall invalidate / DISQUALIFY the bidders proposal**

## 2. EVALUATION PROCESS (Phases)

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act.

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Functional evaluation/ 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.

### **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.





Companies and Intellectual  
Property Commission  
a member of the dti group

## Phase 2: Compliance to specification

As per the attached Bill of Material and designs (**SEE ANNEXURE A BELOW**)

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

### 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

E-mail: [Nmaghula@cipc.co.za](mailto:Nmaghula@cipc.co.za) / [smotshweni@cipc.co.za](mailto:smotshweni@cipc.co.za)

#### Technical enquiries

Mr Evans Mojanaga

Contact No: (012) 394 1281

E-mail: [Emojanaga@cipc.co.za](mailto:Emojanaga@cipc.co.za)

**ANNEXURE "A" A: BILL OF MATERIALS (BOM)**

Item Code	DESCRIPTION	QTY
	<b>2 X New BL460 Gen10 Blade Servers</b>	
863442-B21	HPE BL460c Gen10 10Gb/20Gb FLB CTO Blade	2
877851-L21	HPE BL460c Gen10 Xeon-P 8160M FIO Kit	2
877851-B21	HPE BL460c Gen10 Xeon-P 8160M Kit	2
815102-B21	HPE 128GB 8Rx4 PC4-2666V-L Smart Kit	32
875470-B21	HPE 480GB SATA MU SFF SC DS SSD	4
700066-B21	HPE FlexFabric 20Gb 2P 630FLB FIO Adptr	2
718203-B21	HPE LPe1605 16Gb FC HBA	2
804381-B21	HPE Smart Array P408e-m SR Gen10 Ctrlr	2
875238-B21	HPE 12W BL Smart Storage Battery	2
H1K92A5	HPE 5Y Proactive Care 24x7 Service	1
H1K92A5 W4C	HPE BL460c Gen10 Support	2
<b>PLEASE NOTE THAT THE BELOW ITEM IS STANDALONE AND DOES NOT FORM PART OF THE BL460s ABOVE</b>		
647903-B21	HP 32GB 4Rx4 PC3L-10600L-9 Kit	64