

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 10/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR DATA CENTRE
INFRASTRUCTURE MANAGEMENT SERVICES
FOR A PERIOD OF THREE (3) YEARS
EFFECTIVE 01 NOVEMBER 2023 to 31
OCTOBER 2026**

**CONTRACT PERIOD: THREE {3} YEARS.
EFFECTIVE 01 NOVEMBER 2023 TO
31 OCTOBER 2026**

BID CLOSING DATE: 29 AUGUST 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) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed; numbered and initial as per the Original copy
- m) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) **Bidders to ensure that USB 's are not password protected**
- p) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.



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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 PAGE 10**
- 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 COPY PRINTED**
- 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 PAGE 10**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

NB: Bidders must also refer to page 10 of 15 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 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. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate service levels to all its stakeholders.

CIPC would like to invite bidders to submit proposals for the maintenance and support of Microsoft Exchange Server, HP 3 Par SAN and Server Administration & Support.

5. **BACKGROUND**

The CIPC ICT environment runs on state-of-the-art technology platform that hosts key applications to assist the commission in the delivery of its mandated responsibility and functions. The nature of the CIPC business requires that systems should be available at all times with very little to no service interruptions. The commission's ICT unit has recently embarked on several equipment and software upgrades as well as infrastructure renewal initiatives in order to ensure systems stability and optimal performance. Additional work in this regard still continues.

Highly skilled and competent resources are required for the operation, support and maintenance of the servers, SAN and Exchange platforms as well as a transfer of skills to the commission's respective technicians/employees. The service should involve multiple different levels of resources with different skill sets to achieve the outcome stated above and to address the scope of work and objectives accordingly. The offering should be based on the services to be delivered. Activities are primarily expected to be conducted during working hours. Technicians may, from time to time, be required to work outside office hours including weekends and public holidays.

6. **SCOPE OF WORK AND OBJECTIVE**

A minimum of two (2) FULL TIME and ONSITE resources are required for the provisioning of the listed services

6.2 HP 3 Par SAN Maintenance, Administration & Support

- Provide primary technical and maintenance support of the environment;
- Support and knowledge of multiple operating systems, Linux, UNIX, Windows, Virtualization platforms;
- Maintain and Support HPE 3PAR File Persona;
- General configuration and operational activities; and
- Skills transfer

6.3 Server Support, Maintenance & Administration

- Performance and availability Health Check of Windows and Unix/Linux servers;
- Patch and security management – WSUS;
- Change management administration;
- Infrastructure Build and Preparation (incl. Server, SAN, Storage);



- Support and maintenance Hyper-V Cluster;
- Support and maintain HPE One view;
- Support Dev/Testing/QA Servers and storage;
- Support and maintain Windows 10 & 11
- Support and maintain Outlook;
- SCCM
- Backups
- Provision physical and virtual servers;
- Monitor Server and storage;
- General configuration and operational activities; and
- Skills transfer

NB: Bidders should provide separate pricing as follows:

- 1) **Onsite support (2 full-time resources); and**
- 2) **Ad hoc support (on request/demand) - four hundred and fifty (450) hours over 3 years. – (150 hours per year).**

7. DURATION OF CONTRACT

The contract duration is for three (3) years and an SLA will be entered into with the successful bidder. **This will be subject to a 3 month termination notice for operational reasons and/or other contractual provisions.**

8. COMPETENCY AND EXPERTISE REQUIREMENTS

CIPC primarily makes use of HP, Microsoft, Oracle, UNIX, Informix and Virtualised technology standards. The successful Service Provider should possess the pre-requisite technical skills, capacity, OEM certification and competence to provide the services for the duration of the contracted period in a continuous professional and sustainable way.

NB: COMPETENCIES IN EQUIVALENT OR SIMILAR TECHNOLOGIES WILL BE CONSIDERED ACCORDINGLY.

These must include:

- Proven experience and sufficient capacity in providing services specified in the scope of requirements.
- Soft Skills that include Communication, Report writing, and Relationship management.

9. WORKING CONDITIONS

Equipment

PC, Network connectivity, telephone, and other relevant equipment as agreed will be provided by CIPC.

Proprietary rights

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

Indemnity / Protection / Safeguard

- The Service Provider safeguards and sets free CIPC 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 service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC 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 Service Provider.

Government Safety

- The Service Providers attention is drawn to the effect of government Safety Legislation. The Service Provider must ensure (be sure) that relevant steps are taken to notify the appropriate resources whether sub-contacted or not of this requirement.
- Service Provider resources must at all times follow the security measures and obey the rules as set by the CIPC.

Quality

The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.

Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

10. COSTING

- **Price to be submitted as per below**
 - i. Onsite support (2 full-time resources); and
 - ii. Ad hoc support (on request/demand) - four hundred and fifty (450) hours over 3 years. – (150 hours per year).
 - iii. The contract duration is for three (3) years
- 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.**
 - 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



11. 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);
- 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

12. 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).

12.2 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Functional Evaluation

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 Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status 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 BBEE
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 https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to PAGE 06 AND 25- ANNEXURE A REFER TO PAGE 5 TO 6 and 25 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 17 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with a lot of documents rather create separate folders. No password protected USB allowed. Do not submit CDS Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10	BIDDER TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>

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

PHASE 3: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

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>Service provider proven 4 year's experience in providing services as contained in the scope of work (point 2). (Provide a minimum of three signed reference letters on company letter-head with contactable references from organisations)</p> <p><u><i>Ratings to be awarded as follows:</i></u></p> <p>Score 1 – No Reference Letters</p> <p>Score 2 – Two Reference Letters with less than 4 years experience</p> <p>Score 3 – Three Reference Letters with 4 years experience</p> <p>Score 4 – Four Reference Letters with 5 to 8 years experience</p> <p>Score 5 – Five Reference Letters with greater than 8 years experience</p>						40
2.	<p>Service Provider OEM Certification/partner:(Please attached copy of certifications)</p> <p><u><i>Ratings to be awarded as follows:</i></u></p> <p>Score 1 – No HP Accreditation</p> <p>Score 2 – Other non HP accreditation</p> <p>Score 3 – HP Accreditation</p> <p>Score 4 – HP Accreditation, Microsoft Accreditation and Data Protector</p> <p>Score 5 – HP Accreditation, Microsoft Accreditation, Data Protector and Netapp</p>						30
4.	<p>Provide detailed CVs of the resource that will be providing the on-site services. CVs must show all certifications and experience related to the aspects detailed in the scope of work as listed above (2.1 to 2.3). <u>Submission must be explicit to cover these elements.</u></p> <p><u><i>Ratings to be awarded as follows:</i></u></p> <p>Score 1 – No CV's submitted,</p> <p>Score 2 – CV's with no formal qualifications.</p> <p>Score 3 – CV's + > 5yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework.</p> <p>Score 4 – CV's + > 5yrs but less than 10 years relevant ICT experience and National Diploma qualification or; equivalent as per the NQF framework and accredited EA certification</p> <p>Score 5 – CV + 10yrs relevant ICT experience and National Diploma qualification or equivalent as per the NQF framework and accredited EA certification</p>						30
TOTAL							100



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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
Total	100

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

13. BRIEFING SESSION

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

<u>COMPULSORY</u> BRIEFING SESSION/SITE VISIT	NONE
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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



Companies and Intellectual
Property Commission
a member of the dti group

ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maghula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: Nmaghula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr. Anand Moopanar E-mail: – amoopanar@cipc.co.za

OR

Mr. Ofentse Habedi E-mail: - Ohabedi@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: 28 JULY 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 29 AUGUST 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.