



ANNEXURE: "H"

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 18/2023/2024

DESCRIPTION: INVITATION TO SERVICE PROVIDER TO SUPPLY, INSTALL, CONFIGURE A BACKUP AND RESTORE SOLUTION THAT CATERS FOR ON PREMISES AND CLOUD BACKUPS

CONTRACT PERIOD: FIVE (5) YEARS

BID CLOSING DATE: 12 OCTOBER 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".

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 a valid Tax Clearance Pin for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the valid Tax Clearance Pin will result in the invalidation of this RFP. Certified copies of the Tax Clearance pin 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 Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022
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 CIPC reserves the right to negotiate with the successful bidder on price.
8. The service provider must ensure that their work is confined to the scope as defined.
9. 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.
10. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
11. 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.
12. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 13. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 14. All prices must be quoted in South African Rand**
- 15. All prices must be valid for One hundred and twenty days (120) days**
16. 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.
17. 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.
18. 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.
19. 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.



20. 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.
21. 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.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. 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.

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 saved 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.



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 submit a separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelope 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 ANNEXURE A PAGE 16 AND 17**
- 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 21/22**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
- NB: Bidders must also refer to page 13 of 18 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. CIPC needs to ensure data integrity through the use of state of the art Applications and Databases.

CIPC seeks to appoint a service provider for supply, support and maintain of a backup solution for a period of 5 years

5. BACKGROUND

The CIPC has currently implemented an on premise backup solution for data backup and recovery purposes. The current backup solution is backing up virtual hosts, physical and virtual servers, databases, windows system files and exchange with a total estimated data capacity of 300TB. The solution is backing up data to a disc and from the disk; data is then copied to Quantum Scalar L6 tape library for offsite storage. The Cipc has identified a need to make additional copies of the on premise data to cloud therefore the solution should cater for both on premise and cloud. The Cipc would like to procure a backup and restore solution as per the below scope of work

6. SCOPE OF THE PROJECT

CIPC ICT seeks to appoint a capable service provider, install and configure as per the following:

- The Backup and Recovery solution should be an Enterprise edition adapted for data centre environments.
- Solution should support both on-premise and on-cloud platforms.
- Solution application or virtual appliance should be installed on an OS compatible with any of the following virtualization technologies: VMware vSphere, Microsoft Hyper-V, Nutanix AHV.
- Backup & Replication Licenses Required.
- The solution must be able to perform inline block-level de-duplication of data across backup and archive without requiring proprietary disk appliances or additional licenses.
- The software must provide Client-side de-duplication.
- The software must be able to Compress and Encrypt data at the Client-side. These should be available even when utilizing de-duplication.
- The solution must support measuring, analyzing and organization of storage utilization based on systems and applications priorities.
- The software must be able to limit the amount of network bandwidth assigned for each scheduled backup job.
- The software must be SAN-ready. It should be able to support Unix/Windows/Linux in the same FC loop, allow sharing of storage resources like tape drive, disk drive, optical etc. in a SAN environment across backup.
- The proposed software architecture must be scalable to allow spanning across the data center including DR site.
- The software must maintain indexes of all the data objects that are backed up from the source server to provide quick access for browse/restore operations.



- The solution should be robust with appropriate mechanisms to provide protection of data against corruption.
- The software must support auto-failover and load-balancing of scheduled backup jobs
- The software architecture should allow adding of new storage infrastructure without disrupting ongoing operations.
- The software should be optimized to provide for advanced protection of virtual environments like:
 - Auto discovery of new VMs
 - Auto inclusion of VMs into a Backup policy-based affinity rule
 - Tracking of VMs through the infrastructure
- The solution should inherently be able to support disk-to-disk-to-tape approach and provide the option to de-duplicate the data
- The software should include a feature for copying backup sets to other backup media upon every successful backup session as required.
- The solution should be capable of using other storage as a disk target such as DAS/NAS or inbuilt server storage capacity.
- The software must have the ability to perform a bare metal restore of a client or server in the backup environment.
- The software must be able to support NDMP-based backup.
- The software should provide reporting capabilities with the following features (but not limited to them):
 - Job Summary
 - Job Schedule
 - Resource Utilization
 - License Utilization
 - Offline reports
 - Hypervisor infra (Microsoft Hyper-V, VMware vSphere & Nutanix AHV) reports
- The software should provide dashboards including granular dashboard management, such as Viewing, Modifying and Creating Custom Dashboards
- Monitoring – Performance charts of Hypervisors and VMs, Virtual infrastructure monitoring.
- The software should come with a scheduler to automate tasks such as backup, reporting, etc.
- The software should allow administrator to define customized calendar slots for scheduling backup jobs.
- The administrative console should be password protected to prevent unauthorized access to the system.
- The software must maintain an audit trail to track the operations of the users and the changes that they have made.

7. SOLUTION OVERVIEW

A comprehensive and versatile backup and restore solution is needed for on-premise, cloud, and endpoint devices. This solution should cater to both on-premise and cloud backup requirements while ensuring the backup of servers (virtual and physical), and various databases and applications, including SQL, Oracle, Exchange, and Active Directory.

1. To ensure compatibility across different environments, the solution should seamlessly support various operating system versions, such as Windows Server 2019, 2016, 2012, Linux, Unix, Windows 10, and 11. It should also have the capability to back up different types of databases across Windows, Linux, and Unix operating systems.
2. To cater to different backup needs, the solution should offer a range of backup options, including full, incremental, differential, and transactional backups. Moreover, it should empower users with both full system restores and granular restores for maximum flexibility in data recovery.
3. A vital aspect of the solution is generating comprehensive and easily readable reports/logs. These logs should provide detailed insights into successful backups, failed backups, and exceptions, ensuring transparency and facilitating easy monitoring.
4. To efficiently manage backups, the solution should offer a dedicated platform with robust features for monitoring, scheduling, and verifying backups. This centralized management system will simplify backup administration.
5. As the organization's needs evolve, scalability is crucial. The chosen solution should be flexible enough to accommodate future growth and additional backup requirements without complications.
6. Ensuring data security is of utmost importance, and the solution must incorporate strong measures to protect data during the backup and restore processes.
7. Additionally, for Microsoft 365 data, the solution should offer a seamless option to back up the data to the on-premises datacentre, providing an extra layer of protection. Furthermore, there should be an alternative to back up the Microsoft 365 data directly to the cloud, offering data residency options that comply with regulatory requirements, including the ability to store data within the borders of South Africa.

Warranty and Support

- 1 5 Years Support and Maintenance 24x7 4hour Response
- 2 Assist with software license renewals throughout the contract duration
- 3 Provide necessary training/Skills transfer to CIPC staff about the product.



Production Data

1. The estimated amount of data currently stored is 300TB
2. The total required storage capacity is 600TB over a period of five years
3. Average amount of data that changes each day – Estimated 1% at most

We have about +- 182 clients and 500 end-point devices with a required estimated capacity of 40TB

Backup windows

1. Incremental backup windows (hours) – normally 10 hours is good
2. FULL backup windows (hours) – 6 to 48 Hours

Retentions

2. Daily Full and incremental-we keep for 4 weeks
2. Weekly Full - we keep for 4 weeks.
4. Annual Full - Financial year-end we keep for 5 years

8. COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required for this role:

a. Exposure

The contracted Service Provider will be expected to assign dedicated resources to perform the installation and configuration of the proposed Backup and restore solution in CIPC in Sunnyside Pretoria.

Provide necessary training/Skills transfer to CIPC designated staff about the product.

b. Experience

The assigned resources must have at least 3 years proven experience performing such installations at various client sites, utilizing the particular OEM methodology.

9. Qualifications

- As per experience and accreditation provided by the OEM
- Service provider should be ISO27001 certified for data security compliance

10. Soft Skills

The following soft skills are essential:

- Communication
- Report writing
- Relationship management

Backup Solution ToR

11. Aptitudes/Personality traits

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

a. REPORTING

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

12. WORKING CONDITIONS

Equipment

- PC, Telephone, 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 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 C

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.

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.

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 other resources. The service provider will carry all the costs related to these changes.



13. PRICING

REFER AND COMPLETE ANNEXURE "A"

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 five (5) years and to CLEARLY indicate the price.

THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER **MUST** ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 18 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period FIVE (5) YEARS costs applicable. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **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.**

14. CONTRACT DURATION

The duration for five (5) years

15. 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

16. 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) as amended together with Preferential Procurement Regulations, 2022.

16.1 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation Phase

Phase3: Pricing and preferential Procuremene Policy



16.2 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 as a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Complete and sign the supplied pro forma document
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) Note: The CSD report will be used as the primary verification document to claim points for specific goals for this bid. It is therefore compulsory to submit the CSD report		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 16 AND 17- ANNEXURE "A" REFER TO PAGE 5 TO 6 and 17 <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 18 BIDDERS TO READ AND UNDERSTAND 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>		<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 many 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	BIDDERS 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>
11.	Bidders shall submit a letter of Accreditation ISO 27001 or SANS 27001 certification provided by an accredited service provider) – failure to submit will render your bid invalid. The ISO 27001 Certificate must be valid and belong to the bidding company. <ul style="list-style-type: none"> In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>		<ol style="list-style-type: none"> <u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. All bidders are required to comply with this requirement. <u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u> The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>
12	Bidders shall submit a letter from the OEM Certification/ Partner: <ul style="list-style-type: none"> Provide OEM accreditation for the Backup and restore solutions installation support and maintenance confirming that the bidder is an accredited or licensed product supplier In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>		<ol style="list-style-type: none"> <u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. All bidders are required to comply with this requirement. <u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u> The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>

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

9.3. Phase 2: 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:

Cr.No	FUNCTIONALITY EVALUATION CRITERIA	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1	<p>Approach and methodology</p> <p>Bidder must demonstrate thorough understanding of the objectives and deliverables of this request by providing a detailed implementation plan with the following:</p> <ul style="list-style-type: none"> • Implementation guideline • Work Breakdown structure • Milestones and related duration. <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. No implementation plan = 1 2. The proposal does not meet the expectation = 2 3. The proposal partially meets the expectation = 3 4. The proposal fairly meets expectations = 4 5. The proposal fully meets expectations. = 5 						40	
2	<p>Demonstrated experience in Backup, restore, support and maintenance (Provide a minimum of three (3) signed reference letters on company letterheads with contactable references from clients for similar work done)</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Score 1 = No reference letter or non-signed letters 2. Score 2 = 1 or 2 signed reference letters detailing similar work done 3. Score 3 = signed reference letters detailing similar work done 4. Score 4 = signed reference letters detailing similar work done 5. Score 5 =5 or more references letters detailing similar work done 						40	
3.	<p>The bidder must submit 2 CVs of the Technical personnel; and the CVs must clearly highlight areas of experience, product technical Certification and clearly show demonstrate competence relevant to the tasks and objectives</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Score 1 = 1-2 years of experience + product technical certification 2. Score 2 = 3-4 years of experience + product technical certification 3. Score 3 = 4-5 years of experience + product technical certification 4. Score 4 = 5-6 years of experience + product technical certification 5. Score 5 =7 years' experience + product technical certification and above 						20	
TOTAL							100	

Note:

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**



9.4. PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

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) as amended together with Preferential Procurement Regulations, 2022

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. **Note: The CSD report will be used as the primary verification document for this bid. It is therefore compulsory to submit the CSD report**
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)
1	HDI, Race are black persons (ownership)* 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	<ul style="list-style-type: none"> • B-BBEE Certificate • CSD Registration report • CIPC Company Registration <p><i>Important the CSD will be used as our primary verification documents</i></p>	10
2	Gender are women (ownership)* 100% or more women ownership = 8 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 4.0 points	<ul style="list-style-type: none"> • B-BBEE Certificate • CSD Registration report • CIPC Company Registration <p><i>Important the CSD will be used as our primary verification documents</i></p>	8
3	Disability are disabled persons (ownership)* WHO disability guideline 100% ownership = 2 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.0 points	<ul style="list-style-type: none"> • Confirmation of Disability Form as per SARS (ITRDD Form) • Medical Certificate <p><i>Important the CSD will be used as our primary verification documents</i></p>	2

Important: The CSD will be used as our primary verification document to claim points for specific goals for this 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

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

10. ANNEXURE (“A”): BID PRICING SCHEDULE

PAGES 16, AND 17 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

TABLE 1

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<p>Applicable Currency:</p> <ul style="list-style-type: none"> All prices shall be quoted in South African Rand.
2.	<p>Completion of Pricing Schedule:</p> <ul style="list-style-type: none"> Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<p>Applicability of Quoted Prices:</p> <ul style="list-style-type: none"> All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. The condition must be stated in SBD3.3 as well
4.	<p>Total Bid Cost:</p> <ul style="list-style-type: none"> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder’s responsibility to ensure that all costs are included in the price proposal submitted to CIPC
5.	<p>Exchange Rate Fluctuations:</p> <ul style="list-style-type: none"> Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding</u>. The portion of the bid price subject to exchange rate fluctuations must be stated in the pricing schedule- SBD 3.3
6.	<p>Bid Price Calculation:</p> <ul style="list-style-type: none"> Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<p>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</p> <ol style="list-style-type: none"> THIS PRICING SCHEDULE (ANNEXURE H (“A”) SDB 3.3: PRICING SCHEDULE SBD FORM 1: INVITATION TO BIDS FOR A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID



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 60 months and to CLEARLY indicate the price.

TABLE 2 : BIDDER SHOULD FOLLOW THE FOLLOWING PRICING TABLE.

No	Description	Storage Size	Years	Total Annual Cost Excluding VAT	VAT Amount	Total Annual Cost Including VAT
1.	Backup and Restore Solution description	400 TB	YEAR 1	R	R	R
		450 TB	YEAR 2	R	R	R
		500 TB	YEAR 3	R	R	R
		550 TB	YEAR 4	R	R	R
		600 TB	YEAR 5			
TOTAL FOR PERIOD OF 5 YEARS				R		
<ul style="list-style-type: none">• (Ceiling price to be carried over to SBD 3.3 and SBD form 1 for the duration of the contract.• the total bid price will be used for price evaluation purposes						

[FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID.](#)

11. BRIEFING SESSION

PLEASE NOTE THAT THERE IS AN OPTIONAL BRIEFING SESSION SCHEDULED FOR THIS.

<u>COMPULSORY</u> BRIEFING SESSION	NONE
<u>DATE:</u>	

12. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies 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 dtic** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

13. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

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

B. Technical Enquiries

Mr Lebogang Maphatane

E-mail: LMaphatane@cipc.co.za

AND

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.

14. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 12 SEPTEMBER 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 12 OCTOBER 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