

ANNEXURE: "H"



Companies and Intellectual
Property Commission
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TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 11/2023/2024

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, CONFIGURE, COMMISSION, SUPPORT EQUIPMENT AS PER BILL OF MATERIALS (BOM), TOGETHER WITH THE DECOMMISSIONING OF OLD EQUIPMENT AT CIPC OFFICES AS WELL AS ITS THREE BRANCHES.

CONTRACT PERIOD: 5 YEARS (AS PER BOM ANNEXURE "A")

BID CLOSING DATE: 30 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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TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)



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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.

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 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 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 13**
- 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 ANNEXURE "A" BOM"**
 - ❖ 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.



Companies and Intellectual Property Commission

Property Rights Related Services
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2. INTRODUCTION

CIPC's mandate is registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate information. To improve the competitiveness of the South African economy by enhancing the reputation of South African businesses and the business environment. Also improving the reliability and integrity of the information within the CIPC databases and to promote broader economic growth through partners and participation in enhancing service delivery and extending the reach of CIPC through partners like the banks, government parastatals and other stakeholders.

3. BACKGROUND

CIPC wishes to appoint an ICT service provider to supply, install, configure, commission, maintain and support Network equipment for the Commission's main data centre and Head Office located at the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria and its remote sites Cape Town branch, Johannesburg branch, and Pretoria branch . CIPC currently uses HP 10504 Core switches configured for failover purposes and four HP 5412zl access switches and 315 Aruba APs. The solution as per the bill of material below or equivalent, must provide CIPC with network equipment for CIPC to build a secure single pane of glass visibility for data traffic traversing between CIPC WAN.

CIPC ICT needs to appoint a service provider to:

Supply, install, configure and support network infrastructure equipment connectivity to CIPC Head office and the remote sites branches as per scope of work below.

4. SCOPE OF WORK AND OBJECTIVE

- Supply the CIPC with all required network devices as per Bill of Material or equivalent.
- Racking and stacking
- Onsite installation, configuration and testing of the switches to ensure that they integrated with the CIPC technology and network. This will involve working with the existing CIPC service providers.
- Backup, copy configurations and settings from old hardware to new one.
- Once the equipment is up and running and properly tested, the service provider will be required to decommission the old hardware and clean it up.
- Provide the CIPC with all necessary and essential software (firmware updates) and licenses required for the proper functioning of the all network components throughout the contract duration.
- Provide any additional equipment or supporting devices necessary in the connection, installation and proper functioning of all network components.
- Provide and power connectivity material and equipment to ensure proper connectivity of all equipment to electricity

- 5-year warranty (next business day on-site), support and maintenance services on all network devices.
- Advice on any left out material/components that may impact the proper functioning of the required network devices.

4.1. Solution Overview

- The solution must enforce network access policies to prevent exposure to any internal and external unauthorised access or malicious attacks to the entire CIPC network.
- The solution must provide policy information points, policy decision points and policy enforcement before any approval to the network for both wired and wireless network. EAP-TLS must be configured for both wired and wireless network connection.
- The network solution must be managed centrally in a single pane glass visibility as per the bill of material provided below.
- The solution must provide dynamic segmentation to provide CIPC with secure connectivity and traffic flow management within the CIPC WAN secure VRF, VLAN for partners, secure and robust QoS and OSPF data exchange services.
- The solution must provide role based access to the servers and all resources controlled by policy information points, policy enforcement and policy approval for both wired and wireless network.
- The solution must tie/integrate with the existing infrastructure.

Site 1: CIPC Head Office

Location: the DTIC Campus, 77 Meintjies Street, Sunnyside, Pretoria.

DTIC Data Centre: the DTIC Campus, 77 Meintjies Street, Sunnyside, Pretoria

Site 2: CIPC branches and physical addresses

Johannesburg branch	Talis House 17 Simmonds street cnr Main and Simmonds Street JHB
Cape Town branch	Norton Rose House; Shop No 3; Riebeeck Street; Thibault Square; Cape Town
Pretoria branch	Sancardia mall 541 Madiba Street Pretoria 0084

CIPC business hours are from 06h00 to 18h00 from Monday to Friday excluding Public holidays. The service providers are also expected to provide remote/onsite support to CIPC during business hours including any other services that may be required after hours, on weekends and public holidays.

The CIPC head office is situated at **the DTIC** Campus, 77 Meintjies Street, Sunnyside.

5. Exposure

The successful bidder must have more than 5 year's relevant exposure in the supply, switch provisioning, installation, configuration, support and maintenance services for HPE/Aruba Networks or Equivalent as per BOM.

6. Experience

The successful bidder must have more than 5 year's relevant exposure in the supply, switch provisioning, installation, configuration, support and maintenance services for HPE/Aruba Networks or Equivalent.

7. Qualifications

Gold and Platinum accredited partners provided by the OEM (Original Equipment Manufacturer)

8. Soft Skills

The following customer relations skills are essential:

- Communication;
- Report writing; and
- Relationship management

Aptitudes/Personality traits N/A

9. REPORTING

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

Quarterly reports will be submitted to the Manager:

The reports shall contain at least the following:

- Incidents logged during the reporting period;
- Capacity reports;
- Utilization reports;
- Link security abuse and unauthorized traffic attempts on hosted firewalls;
- Any other relevant or additional report incidents.

10. WORKING CONDITIONS

10.1. Equipment

- N/A

10.2. 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.

10.3. 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, trademarks or other protected rights on any software or related data used by the resources.

10.4. Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps 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.

10.5. Quality

- The Operations and Networks Manager: will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Operations and Networks Manager: 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.

10.6. COMPETENCY AND EXPERTISE REQUIREMENTS

The bidder must have proven competency and expertise in the areas of networking services that includes;

- Switch provisioning, installation and configuration
- Switch decommissioning
- Switch routing services

11. CONTRACT DURATION

- The contract duration is for 5 years,
- Contract effective on SLA signoff.(date to be specified in the SLA)

4. COSTING



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The contract duration is for FIVE (5) years; please refer to

ANNEXURE “A” -“BOM”

- 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

5. **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 **dtic 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



6. 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).

6.2 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 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>		- 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: <u>SUBMISSION OF USB</u> REFER TO PAGE 5 OF 18 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		- 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>
11.	OEM Gold and Platinum Accreditation: OEM Gold or Platinum partner please provide confirmation letter/certificate – failure to submit will render your bid being disqualified 1. The certification must be in the bidding company's name and must be signed and dated by the authorized representative 2. It should state expiry date or validity		<u>The OEM Gold and Platinum Accreditation: Gold or Platinum partner must be submitted in order to proceed to the next phase</u> (phase 2). - Bidders to ensure certification are addressing the requirements stated. - The certification must be signed dated by authorized representative - Non- compliance with these requirements will immediately disqualify the bid. <u>FAILURE TO COMPLY AND SUBMIT THE REQUIRED DOCUMENTATION WILL RENDER YOUR BID INVALID</u>

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

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:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
4	Provide a minimum of three contactable signed reference letters with company letterheads stipulating the start and end date of completed similar projects/experience, including supply, install, and support, configuration (Wireless/LAN/WAN) NB: Failure to submit a minimum of three signed contactable reference letters on company letterhead will result in bidder scoring 1. <u>Ratings to be awarded as follows:</u> (Score = 1) Experience less than or equal to 3 years (Score = 2) Experience more than 3 but less than 5 years (Score = 3) Experience greater than 5 years, but less than 8 years (Score = 4) Experience greater than 8 years, but less than 10 years (Score = 5) Experience equals to 10 years or more. Proof to be submitted: Signed reference letters on company letterheads						50	
2	Provide a minimum of two CVs of skilled resources with appropriate Aruba Networks certification/accreditation to implement and support the solution provided. CVs to be provided. <u>Ratings to be awarded as follows:</u> (Score = 1) Bidder submitted CV's with no Aruba Networks or equivalent certification/accreditation. (Score = 2) Bidder submitted CV's, with 1 Aruba Networks or equivalent certification/accreditation. (Score = 3) Bidder submitted CV's, with 2 Aruba Networks or equivalent certifications/accreditations (Score = 4) Bidder submitted CV's with more than 2 but less than 5 Aruba Networks or equivalent certifications/accreditations (Score = 5) Bidder submitted CV's with 5 and more Aruba Networks or equivalent certifications/accreditations Proof to be submitted: CV's with accreditation.						25	
3	Provide a project plan indicating timelines to complete the installation as per scope of work. (Score = 1) No Project Plan <u>Ratings to be awarded as follows:</u> (Score = 2) Project plan not indicating timelines and not covering all aspects of requirements (Score = 3) Comprehensive Project plan with timelines covering all scope of work items. (Score = 4) Comprehensive Project plan with timelines covering all scope of work items and resource allocation (Score = 5) Comprehensive Project plan with timelines covering all scope of work items, resource allocation and any other additional items (dashboards, reporting, VAS) Proof to be submitted: Project Plan						25	
Total							100	

Note:

- 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.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY



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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

- 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

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

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

12. ANNEXURE “A “: BID COSTING

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

PRICING TABLE (TO BE PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. THE PRICE MUST INCLUDE THE BOM STATED IN ANNEXURE B
2. SDB 3.3: PRICING SCHEDULE
3. SBD FORM 1: INVITATION TO BIDS FOR
4. A BIDDER **MUST** ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING TOTAL BID PRICE INCLUSIVE OF ALL
5. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 16 AND PAGE 17 WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period of 60 Months. Total Costing should be indicated per year from year 1 to 5 and a total bid price for year 1 to 5 must be stated. Prospective bidders must submit a total price as per table below 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. 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.**

- 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

Bidders should supply the CIPC with all required network devices as per Bill of Material below or Equivalent.



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ANNEXURE "A" (BOM)-

PAGE 16 AND PAGE 17

Part Number	Description	Quantity	Unit price
Access Switches			
JL727A	Aruba 6200F 48G Class4 PoE 4SFP+ 370W Switch	15	
HL2F0E	Aruba 5Y FC NBD Exch HW 6200F 48G POE SVC [for JL727A]	15	
J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	15	
Core Switches			
R0X26C	Aruba 6405 v2 Switch	2	
HR7H8E	Aruba 5Y FC NBD Exch HW 6405 SVC [for R0X26C]	2	
R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	8	
R0X31A	Aruba 6400 Management Module	2	
R0X43C	Aruba 6400 24p SFP+ 4SFP56 v2 Module	2	
J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver	48	
R0X43C	Aruba 6400 24p SFP+ 4SFP56 v2 Module	2	
R0X42C	Aruba 6400 24p 10GT 4SFP56 v2 Module	4	
JL489A	Aruba 25G SFP28 to SFP28 5m DAC Cable	4	
Dynamic Segmentation			
R1B21A	Aruba 9004 (RW) Gateway	2	
HJ7P3E	Aruba 5Y FC NBD Exch HW 9004 Gtwny SVC [for R1B21A]	2	
JW128A	PC-AC-ZA South Africa 250V AC 10A 2-meter AC Power Cord	2	
R4E00AAE	Aruba 90xx Gateway Foundation plus Security 5y Sub E-STU	2	
R1B30A	Aruba 9004-MNT-19 Rack Mount Kit	2	
Network Management			
Q9Y60AAE	Aruba Central AP Foundation 5y Sub E-STU	46	
Q9Y75AAE	Aruba Central 62xx/29xx Switch Foundation 5y Sub E-STU	15	
R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	2	
TOTAL ITEMS			
TOTAL PRICE EXCLUSIVE OF VAT			
TOTAL PRICE INCLUSIVE OF VAT			
Total price to be included with all other prices and carried over to the SBD 3.3 AND SBD form 1			

CIPC reserves the right NOT to extend the contract for an additional 5 years

Description	Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total					

TOTAL BID PRICE inclusive of all for a period of 5 years (BOM). To be carried over to SBD 3.3 AND SBD form 1

PLEASE NOTE:

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

13. BRIEFING SESSION

PLEASE NOTE THAT THERE IS A BRIEFING SESSION SCHEDULED FOR THIS. BIDDERS WHO DID NOT ATTEND THE BRIEFING SESSION WILL NOT BE ALLOWED TO BID

<u>COMPULSORY</u> BRIEFING SESSION/SITE VISIT	DATE: 14 AUGUST 2023 TIME: 11H00 AM VENUE: BLOCK F, INVEST SA, DTI CAMPUS, 77 MEINTJIES STREET, SUNNYSIDE PRETORIA
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14. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, **the DTIC** 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

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. Nhlanhla Masinda E-mail: – NMasinda@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.

7. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 28 JULY 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 30 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