

# **ANNEXURE “H”**



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## **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 05/2021/2022**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TOWARDS PROVIDING THE CIPC WITH SOFTWARE DEVELOPMENT, AND SUPPORT AND MAINTENANCE RESOURCES ON AN ON-DEMAND BASIS**

**CONTRACT PERIOD: THIS CONTRACT WILL BE VALID FOR TWO (2) YEARS**

**CLOSING DATE: 23 JULY 2021**

**PLEASE NOTE: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.**

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## 1. **TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)**

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 valid for 120 days**

16. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
17. 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.



2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS**

2.1. **SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed in ink** 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.

2.2. **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 for easy evaluation)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) The hard copy submitted will be used by CIPC for records purposes.
- g) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages. Bidder's to please verify if all documents can open and are properly saved.
- h) **IMPORTANT: THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION IN READABLE FORMAT**
- i) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- j) All pages must be signed; numbered and initial as per the Original copy
- k) The USB must be submitted in **PDF format ONLY and must be read ONLY**
- l) **IF THERE IS NO USB SUBMITTED THE BID PROPOSAL WILL NOT BE EVALUATED**

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

**2.3. 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")**
- d) **The total Price (Ceiling price)** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids)**.
- 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).
- g) All prices must be valid for 120 days

**2.4. PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

- 1. **1 (ONE) ORIGINAL HARD OR PRINTED COPY**
- 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")**
- 3. **ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)**
  - ❖ PRICE SCHEDULE – SBD.33
  - ❖ 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**



Companies and Intellectual  
Property Commission

### 3. INTRODUCTION

The Companies and Intellectual Property Commission (CIPC), herewith referred to as 'the Commission' was formed by the amalgamation of the Office of Companies and Intellectual Property Enforcement (OCIPE) and the Companies and Intellectual Property Registration Office (CIPRO), and is mandated by the Companies Act, 2008 (Act 71 of 2008). CIPC is an organ of state, outside the public service but within the public administration.

#### **Main functions of Commission:**

- Registration of Companies, Co-operatives and Intellectual Property Rights and maintenance thereof;
- Disclosure of Information on its register;
- Promotion of education and awareness of Company and Intellectual Property Law;
- Promotion of compliance with relevant legislation;
- Efficient and effective enforcement of relevant legislation;
- Monitoring compliance with and contraventions of financial reporting standards, and making recommendations thereto to Financial Reporting Standards Council (FRSC);
- Licensing of Business rescue practitioners;
- Oversight role of Independent Review professional bodies;
- Report, research and advise Minister on matters of national policy relating to company and intellectual property law.

### 4. **Background**

The CIPC is in the process of reviewing the implementation of business services it employs for its various business pursuits. It has on this quest acquired two major technologies, K2 workflow and Oracle backend, which will drive the enhancement of services. Although work has started with regards to the implementation of these technologies, there is still great work ahead to ensure that the CIPC ICT environment adequately services its clients and it is stable. Again, the CIPC intends to develop capabilities with these technologies such that it is able to implement new or advance implementation of existing business services. For instance, data analytics, is one area that will surely boost the usefulness of the services of the CIPC and the CIPC ability to report correctly to its stakeholders. This is one of many capabilities, which have a serious business impact, other examples being data security and data sales capabilities. Therefore, the CIPC ICT proposes that a K2 workflow experienced service provider be appointed to towards implementing to completion the modernisation strategy for a period of two (2) years on an on-demand basis.

The scope of the development of this contract will be limited to the advancement of business processes and data disclosure at the CIPC specifically, to migrate all services that the CIPC implements from unwanted legacy systems into the K2, Microsoft and Oracle technology platforms, plus automate all processes that require automation.

The resource pool from the appointed service provider **WILL ONLY be utilised as and when project requirements prescribe implying that**, the service provider will not be full time employed for the contract duration, but will be engaged as and when needed by the CIPC.

#### **4.1 Target Audience of the CIPC Services**

All the business oriented CIPC services are targeted for public use within and outside South Africa. Consumers of the services are:

- New clients and partners requesting information and data.
- New clients registering IP and legal entities.
- Partners and Third Parties registering new legal entities on behalf of clients.
- Existing clients maintaining IP and legal entities and satisfying compliance needs according to the Companies Act of South Africa.
- Clients, Partners and Third Parties requesting data and information from the CIPC.

#### **5. Objectives and Scope**

The main objective of this procurement request is to capacitate the CIPC with K2 workflow development expertise as and when demands for business automation dictates. It is not a time and material contract nor it is a fixed term contract but a deliverable based contract. Therefore, when a request for resources is made by the CIPC, the agreement for the request will list alongside it, the deliverables to be made and associated timelines for this delivery. These time lines in turn will depict to all parties the duration of the contract or the length of time that the CIPC intends to employ the resources from the service provider. The total charge for any project of this contract will be based on how long will a planned deliverable take, therefore, will be determined by the total length of time required for all project deliverables to be made by the various resources for a specific project.

This TOR seeks to source primarily the expertise of an enterprise that has experience in delivering projects where the combination of expertise as listed below were deployed, and not necessarily to source individual skills. Therefore, recruitment agents are not qualified to respond to this advertisement unless they meet the condition above.

The service provider responding should have in its employ a team that has the following expertise:

1. Three (3) senior K2 workflow developers with strong integration experience.
2. One (1) project manager with K2 project management experience.
3. One (1) project administrator with project administration.
4. One (2) business analysts/tester with K2 analysis experience.
5. One (1) SSRS Developer.
6. One (1) senior VB6 Developer.
7. One (1) PL/SQL developer.





The Service provider is expected to quote according to the following table of hours and skills:

**Table 1 BELOW: Skills required and estimated hours ONLY for 12 months.**

**\*\*\* NB: BUT PLEASE NOTE THAT YOU NEED TO DO IT FOR 12 MONTHS X 2.**

Activity	Skills description	Hours per Year
K2 Workflow Development X 3	<ul style="list-style-type: none"> <li>- Must have at least 5 years K2 development experience.</li> <li>- Must have at least 5 years C# development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> <li>- Must have Oracle expertise</li> </ul>	6048
Project Administration X 1	<ul style="list-style-type: none"> <li>- Must have at least 5 years project Administration experience.</li> <li>- Good knowledge of Trello.</li> <li>- MS Dev Ops an added advantage.</li> </ul>	1000
Business Analysis X 2	<ul style="list-style-type: none"> <li>- Must have at least 5 years BA experience.</li> <li>- Must have K2 training.</li> <li>- Must have experience in testing K2 based applications..</li> </ul>	4032
Project Management X 1	<ul style="list-style-type: none"> <li>- Must have at least 5 years PM experience.</li> <li>- Must have K2 training.</li> <li>- Must have at least 5 years K2 Project Management experience.</li> </ul>	1200
VB 6 Developer X 1	<ul style="list-style-type: none"> <li>- Must have at least 5 years K2 development experience.</li> <li>- Must have at least 10 years VB6 development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> </ul>	1600
Oracle PL/SQL Developer X 1	<ul style="list-style-type: none"> <li>- Must have at least 3 years Oracle PL/SQL Development experience</li> </ul>	1600
SSRS Developer X 1	<ul style="list-style-type: none"> <li>- Must have at least 3 years SSRS development experience.</li> <li>- Must have at least 3 years ORACLE SQL development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> </ul>	1600
<b>Total</b>		<b>17 080</b>

**Table 1: Skills required and estimated hours ONLY for 12 months.\*NB: But please note that you need to do it for 12 months x 2. Table 1: Skills required and estimated hours ONLY for 12 months.**

### 5.1 Deliverables

K2 automated processes as prescribed by business project requirements and deliverables to be stated **as and when the CIPC makes them available.**

## 6. Technical Requirement Details

### 6.1 Infrastructure Description

- 6.1.1 The CIPC runs a Codename One Mobility (WORA) development platform;
- 6.1.2 The CIPC runs Informix 7, SQL 2012 R2 and Oracle 12c/18 databases;
- 6.1.3 Runs SOAP based web services;
- 6.1.4 The CIPC applications are developed with c# and run on the 2012 R2 OS;
- 6.1.5 Legacy systems are written in VB, while some backend API's are implemented in C#;
- 6.1.6 SharePoint is employed for internal communication and collaboration;
- 6.1.7 The CIPC runs a Computron Workflow and has implemented a project to replace it with a K2 technology and
- 6.1.8 The CIPC implements IBM MQ for cross component message flow.

### 6.2. Integration

All web based services are expected to integrate to:

- 6.2.1 MS SQL/Oracle for the persistence of data;
- 6.2.2 Where necessary interface with Informix/Oracle/SQL/cloud backend for the implementation of Mobile App services or ;
- 6.2.3 Card payment gateway service; and
- 6.2.4 Legacy and other corporate systems at the CIPC.
- 6.2.5 SharePoint and OCR where necessary.

### 6.3 Vendor Eligibility

The prospective vendor should fulfil the respective pre-qualifications mentioned below and should be able to provide both practical and documented evidences for eligibility proof.

1. Experience of the company in delivering broadly K2 projects.
2. Experience of the company in delivering K2 workflow based applications that integrate with Oracle.
3. Experience of the company in delivering K2 workflow based applications that integrate with external web components via REST and SOAP services.
4. Experience of the company in delivering government solutions.

## 7. DURATION OF CONTRACT

The contract is for two (2) years effective and an SLA will be entered into with the successful bidder

Contract effective from **ON AWARD**



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## 8. BID COSTING

Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price

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

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS FOR
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 12 AND PAGE WITH REGARDS TO PRICE
5. The costing should be based on all requirements of the terms of reference for a period TWO (2) YEARS. Prospective bidders must submit a **total price as per table 1 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.**

## 9. SPECIAL CONDITIONS

- I. The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- II. 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.
- III. CIPC reserves the right to negotiate with the successful bidder on price.
- IV. The service provider must ensure that their work is confined to the scope as defined.
- V. Travel between the consultants home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- VI. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za))
- VII. No advance payment would be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- VIII. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- IX. 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.
- X. 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.
- XI. 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.
- XII. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
- XIII. 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.
- XIV. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- XV. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- XVI. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
- XVII. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- XVIII. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- XIX. Bidders shall be requested to demonstrate all claims made in the proposal.
- XX. All candidates that the service providers brings to the CIPC will be subjected to an assessment test as per the skills table (Table 1.) above. Only candidates passing the assessment will be considered
- XXI. CIPC reserves the right not to make this appointment



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## 10. 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).

## 11. Evaluation (Phases)

The evaluation will be completed in 3 phases:

**Phase 1:** Compliance to minimum requirements

**Phase 2:** Functional evaluation

**Phase 3:** Pricing and Preferential Procurement policy

### 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. The bidder(s) proposal will be disqualified for non-submission of any of the documents. **f) Adherence to sub-Section 5.3.2 of this document**

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. Bidders must provide agreements for sub-contracting, Joint Venture agreements as per the requirements in the SBD forms
2.	Tax Status – SBD1		a) Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> 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 BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices SBD8		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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	<b>NB: Pricing Schedule:</b> <b>Compliance to price requirements as stated in this TOR</b>  <b>REFER TO PAGE 8 OF 16</b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (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> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ul>
9.	<b>IMPORTANT:</b> <b>Adherence to sub-Section 5.3.2 of this document on page 9 of 18</b>		<b>Bidders <u>Adherence to sub-Section 5.3.2 of this document</u></b>
10.	<b>IMPORTANT: SUBMISSION OF USB</b>  <b>REFER TO PAGE 5 -6 OF 16</b>		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only and will be used for evaluation of bids</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

**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:

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p><b>Company Record for K2 Development (the experience measured herein below is the number of years of the company in delivering K2 workflow services)</b></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years, but not more than 3 years</p> <p>Score = 3 Experience greater than 3 years, but not more than 4 years</p> <p>Score = 4 Experience greater than 4 years, but not more than 5 years</p> <p>Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted:</b> testimonial letters from clients</p>						10	
2.	<p><b>Company Record for building K2 applications that integrate with the Oracle DB (the experience measured herein below is the number of years of the company in delivering K2 applications that integrated with the Oracle DB)</b></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years, but not more than 3 years</p> <p>Score = 3 Experience greater than 3 years, but not more than 4 years</p> <p>Score = 4 Experience greater than 4 years, but not more than 5 years</p> <p>Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted:</b> testimonial letters from clients</p>						10	
3.	<p><b>Three (3) K2 Developers meeting the Criteria K2 Developer Criteria in Table1:</b></p> <p>Score = 1 No Developer meeting all of the four requirements</p> <p>Score = 2 One (1) Developer meeting all of the four requirements</p> <p>Score = 3 Two (2) Developers meeting all of the four requirements</p> <p>Score = 4 Three (3) Developers meeting all of the four requirements</p> <p>Score = 5 Three (3) Developers meeting all of the four requirements with at least one developer having more than 5 years K2 experience.</p> <p><b>Proof to be submitted:</b> CV's and Certificates</p>						35	
3.	<p><b>One (1) Project Administrator(PA) meeting the Project Administrator Criteria in Table1:</b></p> <p>Score = 1 PA does not meet all of the three requirements</p> <p>Score = 2 PA meets one of the three requirements</p> <p>Score = 3 PA meets two of the three requirements</p> <p>Score = 4 PA meets three of the three requirements</p> <p>Score = 5 PA has more than 5 years experience in PA activity.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
4.	<p><b>Two (2) Business Analysts (BA) meeting the Business Analysts Criteria in Table1:</b></p> <p>Score = 1 Two BA's do not meet all of the three requirements</p> <p>Score = 2 One BA has all of the requirements</p> <p>Score = 3 Two BA's have all of the requirements</p> <p>Score = 4 One BA has more than 5 years experience in BA activity, while the two(2) BA's meet all the requirements.</p> <p>Score = 5 Two BA's have more than 5 years experience in BA activity, while the two(2) BA's meet all the requirements.</p> <p><b>Proof to be submitted:</b> CV's and Certificates</p>						10	

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
5.	<p><b>One (1) Project Manager (PM) meeting the Project Manager Criteria in Table1:</b></p> <p>Score = 1 PM does not meet all of the three requirements</p> <p>Score = 2 PM meets one of the three requirements</p> <p>Score = 3 PM meets two of the three requirements</p> <p>Score = 4 PM meets three of the three requirements</p> <p>Score = 5 PM has more than 5 years experience in PM activity.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						10	
6.	<p><b>One (1) PL/SQL Developer (PD) meeting the PL/SQL Developer Criteria in Table1:</b></p> <p>Score = 1 PD has 1 year PL/SQL experience</p> <p>Score = 2 PD has 2 years PL/SQL experience.</p> <p>Score = 3 PD has 3 years PL/SQL experience</p> <p>Score = 4 PD has 4 years PL/SQL experience</p> <p>Score = 5 PD has 5 years PL/SQL experience.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
7.	<p><b>One (1) VB6 Developer (VD) meeting the VB6 Developer Criteria in Table1:</b></p> <p>Score = 1 VD does not meet all of the three requirements</p> <p>Score = 2 VD meets one of the three requirements</p> <p>Score = 3 VD meets two of the three requirements</p> <p>Score = 4 VD meets three of the three requirements</p> <p>Score = 5 VD has more than 10 years experience in VB6.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						10	
8.	<p><b>One (1) SSRS Developer (SD) meeting the SSRS Developer Criteria in Table1:</b></p> <p>Score = 1 SD does not meet all of the three requirements</p> <p>Score = 2 SD meets one of the three requirements</p> <p>Score = 3 SD meets two of the three requirements</p> <p>Score = 4 SD meets three of the three requirements</p> <p>Score = 5 SD has more than 3 years SSRS Development experience.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
	<b>Total</b>						<b>100</b>	

**Note:**

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **65 points out of 100** on the functionality evaluation to proceed to the next phase.
- Bidders that achieve less than 65% on the requirements of Section 5 of the functionality evaluation, will be automatically disqualified from further evaluation.**

## 12. PHASE 2: PRICING AND PREFERENTIAL PROCUREMENT POLICY

**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
<b>Total</b>	<b>100</b>

- 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.**

## 13. BRIEFING SESSION

THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

BRIEFING SESSION/SITE VISIT	N/A
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Companies and Intellectual  
Property Commission

a member of the dtic group

## 14. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, the dti campus, Block F.

### Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

**AT THE WEST GATE ON 77 MEINTJIES STREET,**

**CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"),**

**77 MEINTJIES STREET,**

**SUNNYSIDE, "THE DTI" CAMPUS,**

**PRETORIA.**

## 15. ENQUIRIES

### A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula

Contact No: (012) 394 3971 /45344

E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

### B. Technical Enquiries

Mr Deane Nkuna

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

**BIDS OPENING DATE: 21 JUNE 2021**

**BIDS CLOSING TIME: 11: 00 AM**

**BIDS CLOSING DATE: 23 JULY 2021**

**PLEASE NOTE: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME IN THE CORRECT BOX**

**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 SERVICE.**

**NB: COVID -19 REGULATIONS TO BE ADHERED TO**