

## **ANNEXURE “H”**



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## **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 01/2021/2022**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUBMIT PROPOSALS FOR THE PROVISION  
OF MANAGED PRINT SERVICES (MPS)**

**CONTRACT PERIOD: 36 MONTHS.**

## Table of Content

3.	INTRODUCTION.....	7
4.	BACKGROUND.....	7
5.1.	Solution Overview .....	Error! Bookmark not defined.
5.2.	Solution Scope.....	Error! Bookmark not defined.
6.	<i>Exposure</i> .....	Error! Bookmark not defined.
7.	<i>Experience</i> .....	Error! Bookmark not defined.
8.	<i>Qualifications</i> .....	Error! Bookmark not defined.
9.	<i>Soft Skills</i> .....	Error! Bookmark not defined.
10.	REPORTING.....	Error! Bookmark not defined.
11.	WORKING CONDITIONS .....	Error! Bookmark not defined.
11.1.	<i>Equipment</i> .....	Error! Bookmark not defined.
11.2.	<i>Proprietary rights</i> .....	Error! Bookmark not defined.
11.3.	<i>Indemnity / Protection / Safeguard</i> .....	Error! Bookmark not defined.
11.4.	<i>Government Safety</i> .....	Error! Bookmark not defined.
11.5.	<i>Quality</i> .....	Error! Bookmark not defined.
11.6.	COMPETENCY AND EXPERTISE REQUIREMENTS.....	Error! Bookmark not defined.
12.	CONTRACT DURATION.....	13
13.	SPECIAL CONDITIONS.....	14
14.	EVALUATION PROCESS (Criteria) .....	15
15.	Evaluation (Phases) .....	15
	Preferential Procurement Policy .....	17
	Pricing .....	17
18.	SUBMISSION OF PROPOSALS .....	19
19.	ENQUIRIES.....	19
A.	Supply Chain Enquiries.....	19



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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. 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

#### 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)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
  - i) All pages must be signed; numbered and initial as per the Original copy
  - j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY**

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 15 of 19 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**



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### 3. INTRODUCTION

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, cooperatives and intellectual property rights and maintenance of such information including those of close corporations. Related services include the disclosure of such information, compliance monitoring and enforcement of obligations with the Acts under CIPC's administration as well as dispute resolution arising out of infringements to these rights. Hence, the CIPC needs to ensure the integrity and efficiency of its services in order to provide accurate processing, retention and disclosure of information to all its stakeholders.

In virtue of CIPC's digitalization strategy to make such mandate feasible:

CIPC would like to invite service providers to submit proposals for the provision of Managed Print Services (MPS) for a period of 36 months.

### 4. BACKGROUND

CIPC is a transaction based organization with identified high volume printing needs. The provision of Managed Print Services (MPS) by a service provider will ensure that printing demands are met and there is a constant and steady transaction flow to be able to meet customer needs.

- CIPC is constantly being driven to deliver more end user services as the demand for strategic business and productivity applications grows. Furthermore, end user expectations are increasing as they become more dependent on information systems to perform their jobs. The associated growth of demand for strategic business and productivity applications at CIPC as well as the general business growth has brought about a changing internal environment. The new internal environment is characterized by significant volume printing, faxing, scanning using printers, multi-functional printers (MFP) and scanners by CIPC employees in different divisions.
- The ICT Infrastructure Services division at CIPC is responsible for providing procurement advice to Supply Chain Management (SCM), management, maintenance and support of this internal environment, but with the growing needs of the business, the resources have become inadequate and insufficient in terms of human capital and finance.
- CIPC wants to optimise the financial implications and costs of managing infrastructure solutions such as printers and scanners because they could be "expensive" to purchase, manage, maintain and support. It is absolutely critical for CIPC to refresh the printers and scanners every three (3) years in order to leverage the advantages of new and advanced technology to support the growth of CIPC business.
- Unexpected printer and scanner breakdowns are non-core to CIPC's business and could result in operational complications and service delivery standards not being met by CIPC and its employees. This could have significant reputational and business continuity and service delivery risks for CIPC.

**HEAD OFFICE;**

<b>Address:</b>	<b>Requirement:</b>
CIPC The DTI Campus Block F 77 Meintjies Street Pretoria 0002	A4/A3 Printer: 55 PPM (minimum) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 19
	A4/A3 Printer: 55 PPM (minimum) MFD: Scan, Copy, Print Simplex and Duplex Colour Quantity: 11
	A4 Printer: 55 PPM (minimum) – (desktop) MFD: Scan, Copy, Print Simplex and Duplex Colour Quantity: 1
	A4 Printer: 55 PPM (minimum) – (desktop) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 2

**PRETORIA SITE;**

<b>Address:</b>	<b>Requirement:</b>
CIPC Sancardia Shopping Centre 1st floor 541 Madiba Street Arcardia Pretoria 0002	A4/A3 Printer: 55 PPM (minimum) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1
	A4 Printer: 55 PPM (minimum) – (Desktop) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1

**JOHANNESBURG SITE;**

<b>Address:</b>	<b>Requirement:</b>
CIPC Talis House 17 Simmonds Street Cnr Main and Simmonds street Johannesburg 2000	A4/A3 Printer: 55 PPM (minimum) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1
	A4 Printer: 55 PPM (minimum) – (Desktop) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1

**CAPE TOWN SITE;**

<b>Address:</b>	<b>Requirement:</b>
CIPC Norton Rose House No. 8 Shop 3, Thibault Square Riebeeck Street Cape Town 8000	A4/A3 Printer: 55 PPM (minimum) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1
	A4 Printer: 55 PPM (minimum) – (Desktop) MFD: Scan, Copy, Print Simplex and Duplex Mono Quantity: 1





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NB:

- I. In the occurrence that the site is relocated to a new premises within the said province, the successful bidder shall relocate the printer to the new location at its own cost.
- II. In the event there is a need to decrease the number of printers required (as per the TOR) due to operational and/or any other reason, CIPC reserves the right to do so: and appropriately must not be penalized in anyway whatsoever.
- III. All exclusion must be explicitly listed in the submissions for this Bid.
- IV. Do not quote for paper
- V. Where applicable the Bidder can propose different options in lieu of leasing, pay per print, etc...

CIPC printing requirements (HEAD OFFICE AND SITES);

## 5. PURPOSE

CIPC wishes to appoint an accredited OEM partner (service provider) for the provision of Managed Print Services (MPS) for CIPC Head Office and its remote sites.

**NB: Bidders should consider and highlight all omissions and exclusions that might affect the performance and or operability of the desired solution.**

## 6. SCOPE OF WORK OF WORK AND OBJECTIVE

What CIPC requires;

### CIPC Requirements Specification

#### Printer Solution

- Assess CIPC environment together with CIPC ICT infrastructure team to determine the number, type, location and potential rationalisation of the printing devices/services and then design the location layout of these devices/services. The location layout will be updated as new printing devices are added or removed;
- Provide new printers to CIPC on demand as per reviewed service usage reports;
- Provide a costing model per page printed at CIPC, CIPC will only be procuring services from the successful bidder;
- Provide username and password/PIN controlled printers with software that records all activities performed by an employee on the printer;
- Design and implement the optimal document output environment and processes;
- Develop an appropriate printing strategy for CIPC;
- Provide all software to ensure that the prints are managed and tracked and reports extracted.
- Provide the associated printing technologies "roadmap" for CIPC; and
  - Provide, install, manage and support all CIPC office printing devices - printers, copiers, scanners and fax-to-mail devices.

### Scanning Solution

- Assess CIPC environment together with CIPC ICT infrastructure team to determine the number, type, location and potential rationalisation of the scanning devices/services and then design the location layout of these devices/services. The location layout will be updated as new scanning devices are added or removed;
- It is estimated that initially there will be Upfront scanning of 10,500 pages per day and Backend scanning on demand 45,000 pages per day;
- Provide new scanners to CIPC on demand as per reviewed service usage reports;
- Access to all the scanners must be username and password/PIN controlled;
- Develop an appropriate scanning strategy for CIPC;
- Provide all software to ensure that the scans are managed and tracked and reports extracted.
  - Provide the associated scanning technologies “roadmap” for CIPC; and
  - Provide, install and manage all CIPC scanning devices.

### Reporting and Solution Software

The following reports must be produced daily, weekly, monthly and per annum:

- Provide software that will run the entire solution for the software.
- Pages printed and associated costs by each division within CIPC;
- Pages printed and associated costs by each employee of CIPC;
- Pages printed and associated costs by the whole CIPC organisation;
- Employee-to-device ratio;
- Cost per page scanned, faxed, printed or emailed using Scanner or Multi-Functional Printer;
- Pages scanned and associated costs by each division within CIPC; and
- Pages scanned and associated costs by the whole CIPC organisation and additional reports as suggested and proposed by the service provider.

### Maintenance and support solution

- On-site dispatched service – Mission critical devices must be replaced within 4 hours and non-critical devices within 24 hours;
- Web-based assistance - Response must be within 2 hours after a call has been logged, and if the device cannot be fixed, then On-site dispatched service must be activated;

- On call support – Response must be immediate, and if the device cannot be fixed, then On-site dispatched service must be activated; and
- An SLA for the services provided to be entered into with CIPC

#### Access Control Software

The Service Provider will provide the PIN/password and username controlled software that will be used to control, track, and record the utilization information of the printing and scanning devices. Each employee will have a unique username and PIN/password that is linked to the CIPC unit the employee belongs to. Each print performed by the employee, will be recorded on his/her “account” for the current month and also recorded on his/her unit’s “account” for the same.

#### Helpdesk and Incident Management Software

The Service Provider (SP) will provide software that will be used to capture, track, monitor, resolve and escalate any problem reported with the equipment (printer, scanner, and workstation) deployed within the CIPC environment.

In addition or to support;

- Bidder to provide related consulting services, equipment, maintenance, support, parts, consumables and supplies;
- Bidder to provide their own hardware;
- CIPC to pay per-page charge for printing at an agreed rate;
- Minimum 3-years contract period - based on minimum monthly fees or sliding-scale per-page costs;
- Bidder to buy back all related hardware owned by CIPC;
- Dedicated printer support;
- Value add to include:
  - copy centres,
  - document workflow,
  - optimization,
  - integration with CIPC systems e.g. AD etc. etc.,
  - document security,
  - automation,
  - reduced print volumes; and
  - printer performance reporting.
  - Personal PIN numbers for each employee to release print jobs.

### 6.1 Current Printing Statistics

The following is the current printer statistics over a 12 month period consolidated with all the deployed printers within CIPC Head Office and its sites;

Description	Quantity
Black and White Printing Impressions	4 500 000
Color Printing Impressions	700 000

## **7. RESOURCE CAPACITY REQUIREMENTS**

The following competencies and expertise are required for this role:

### **7.1. Exposure**

**The bidder must be an accredited OEM partner**

### **7.2. Experience**

The successful bidder must have minimum 5-years' experience in the provisioning of managed print services (MPS) within organisations with a minimum employee count of 500.

### **7.3. Qualifications**

As per **OEM accreditation and certification**

## **8. REPORTING**

The contracted bidder's account manager will report to the Senior Manager: ICT Infrastructure. Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA, for example;

Monthly written reports will be submitted to the Senior Manager:

The progress reports shall contain at least the following:

- Incidents logged during the reporting period;
- Capacity reports;
- Utilization reports; and
- Any other relevant or additional issues/requirements

## **9. WORKING CONDITIONS**

### **9.1. Proprietary rights**

The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC.

The final product of all work done by the Service Provider shall be handed over to CIPC.

The Service Provider resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC.

### **9.2. Indemnity / Protection / Safeguard**

- The Service Provider safeguards and sets free CIPC to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the Service Provider.



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### 9.3. Government safety

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

### 9.4. Quality

- The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

### 9.5. Knowledge transfer

- The contracted Service Provider will be expected to work in an open and transparent manner, share information and transfer knowledge to CIPC resources.

### 9.6. Termination

- The awarded contract will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions. In this case all completed deliverables must be handed over to CIPC.

## 10. CONTRACT DURATION

**The contract duration is for 36 months.** A Service Level Agreement (SLA) will be entered into with the successful bidder. This will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions.

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)
- Support to include Data Centre Migration and Refresh activities.

## 11. SPECIAL CONDITIONS

- I. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- II. **CIPC reserves the right to negotiate with the successful bidder on price;**
- III. **In the event there is a need to decrease the number of printers required (as per the TOR) due to operational and/or any other reasons, CIPC reserves the right to do so: and appropriately must not be penalized in anyway whatsoever.**
- 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 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;
- VI. 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](http://www.treasury.gov.za));
- VII. 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;
- 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 and/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 (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XV. 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.
- XVI. 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.



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## 12. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

## 13. 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 *may* be disqualified for non-submission of any of the documents. **Proof of OEM partnership failure to comply with this requirement shall immediately disqualify a bidder.**

Item No	Document that must be submitted	Compliance provide <b>ANSWER: Yes /No</b>	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 <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 – 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit <b>PROOF</b> of registration on the Central Supplier Database (CSD Report) <b><u>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</u></b>
8.	<b>NB: Pricing Schedule:</b> <b>Compliance to Annexure A</b>  <b>REFER TO PAGE 6 and 18 OF 19</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 (<b>CEILING AMOUNT</b>) 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: SUBMISSION OF USB</b>  <b>REFER TO PAGE 5 OF 19</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</li> <li>All documents to be signed and bidders initial each page</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	<b>Proof of partnership OEM / OEM Accreditation:</b> <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>		<b>Proof of OEM Accreditation must be submitted in order to proceed to the next phase (phase 2). <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:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p>Demonstrated 5 years' experience in the provisioning of MPS solution. (Provide a minimum of three reference letters with contactable references from clients) from organisations that reflects in detail the above requirements).The letters must be in company letter head signed and dated by authorised representative.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1: No Reference Letters</p> <p>2: Two Reference Letters with less than 5 years' experience</p> <p>3: Three Reference Letters with 5 years' experience</p> <p>4: Four Reference Letters with 6 to 8 years' experience</p> <p>5: Five Reference Letters with greater than 8 years' experience</p>						30	
2.	<p>Provide a list of completed projects in the provisioning of MPS solution – (minimum 3 references)</p> <p>1 – No reference letters of completed projects.</p> <p>2 – Only two reference letters of completed projects.</p> <p>3 – Three reference letters of completed projects.</p> <p>4 – Four to Six reference letters of completed projects.</p> <p>5 – Seven to Ten reference letters of completed projects.</p>						40	
3.	<p>Expertise/ Experience (3 years)/ (OEM) qualifications of technicians to be assigned to the CIPC for the provisioning of managed print services (MPS) (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p><b><i>Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same experience, qualifications and certifications.</i></b></p> <p>1 – No CV's submitted, no OEM certifications,</p> <p>2 – One CV submitted, with OEM certifications in the proposed solution less than 3 years' experience.</p> <p>3 – Two CV's submitted with OEM certifications in the proposed solution with 3 years' experience</p> <p>4 – Three CV's submitted with OEM certifications in the proposed solution with greater than 3 years' experience</p> <p>5 – Four CV's submitted with OEM certifications in the proposed solution with greater than 5 years' experience</p>						30	
<b>Total</b>							<b>100</b>	

**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**





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### **PHASE 3: 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.**

## ANNEXURE “A”

### 14. BID COSTING

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 OF16 AND PAGE WITH REGARDS TO PRICE
5. BIDDERS TO REFER TO PAGE 11 OF 19 FOR 6.1 CURRENT PRINTING STATISTICS

The costing should be based on all requirements of the terms of reference for a period 3 years, Pricing to be presented as per the tables below.

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.**

Table 1: (format for price quotation):

Description	Price		
	Year 1	Year 2	Year 3
Total Services (itemised bill), listed separately per year;			
TOTAL BID PRICE (CEILING PRICE)FOR THE DURATION OF 5 YEARS (INCLUSIVE OF VAT)			

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

## 15. BRIEFING SESSION

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



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**COMPULSORY**

**NONE**

**BRIEFING SESSION/SITE VISIT**

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

## 16. 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

**the dti** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

## 17. 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 Anand Moopanar

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

**BIDS OPENING DATE:** 19 APRIL 2021

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

**BIDS CLOSING DATE:** 07 MAY 2021

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

**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**