

ANNEXURE “H”



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TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 16/2021/2022

DESCRIPTION: INVITATION TO SERVICE PROVIDERS FOR THE PROVISION OF STRATEGY, PLANNING AND MONITORING ON DEMAND SERVICES

CONTRACT PERIOD: TWO YEARS (24 MONTHS).

BID CLOSING DATE: 28 JANUARY 2022

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**”.

NB: COVID -19 REGULATIONS TO BE ADHERED TO

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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 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.



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** 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). **Failure to comply with this requirement will disqualify the bid.**
- 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
 - ❖ BIDDERS TO REFER TO ANNEXURE A PAGE 15 REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 11 of 17 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 & BACKGROUND

The Companies and Intellectual Property Commission (CIPC) is a Schedule 3A public entity, according to the Public Finance Management Act, 1999 (No.1 of 1999), as amended herein after referred to as PFMA, 1999 as an organ of state to function within the public administration, but as an institution outside the public service. The entity was established in May 2011 through the Companies Act, 2008 (No. 71 of 2008), herein after referred to as the Companies Act, 2008, as a juristic person.

According to the Companies Act, 2008 the CIPC's objectives are:

- the efficient and effective registration of companies, and other juristic persons, intellectual property rights
- the maintenance of accurate, up-to-date and relevant information concerning companies, foreign companies and other juristic persons, and concerning intellectual property rights, and the provision of that information to the public and to other organs of state;
- the promotion of education and awareness of company and intellectual property laws, and related matters;
- the promotion of compliance with this Act, and any other applicable legislation; and
- the efficient, effective and widest possible enforcement of this Act, and any other relevant legislation.

The CIPC is one of the fourteen (14) specialised regulatory and financial development agencies and institutions in supporting the Department of Trade, Industry and Competition's economic growth, employment and income equality endeavours, and in delivering products and services to the economic citizens of the country. As a specialised agency, the CIPC creates an enabling and facilitating environment for entrepreneurship, investment and innovation. To this end, the CIPC must develop strategies and plans to realise these goals as well as ensure execution of these plans through performance monitoring and reporting. Moreover, the CIPC must meet compliance requirements as per PFMA, 1999 and National Treasury (NT) Regulations such as:

- Submission to the Minister of Trade, Industry and Competition of the Strategic Plan, Annual Performance Plan, and Annual Operational Plan, and tabling of these documents in Parliament
- Submission to the Minister of Trade, Industry and Competition of Quarterly and Annual Reports and tabling of the Annual Report in Parliament

The CIPC has also recently developed a new strategy, the CIPC Vision 2030 to build on successes from the last decade. The CIPC must implement this strategy swiftly and effectively. This calls for detailed plans, resourcing of these plans as well as closely monitoring the implementation. In addition to compliance requirements mentioned above, the CIPC will hold detailed and comprehensive quarterly strategy implementation reviews. This will entail:

- Thorough preparations of reports,
- Presentation and deliberation of these reports, as well as
- Comprehensive reports of the review sessions.

4. SCOPE OF WORK

The CIPC seeks to procure *Strategy, Planning, and Monitoring Services*, on demand, for a two (2) year period.

The scope of the services required is as follows:

- 4.1 Consolidate the Vision 2030 document, including an implementation plan – 1 person
- 4.2 Develop an integrated planning and reporting framework – 1 person
- 4.3 Update policy, process maps, and develop standard operating procedures (SOP), in line with the integrated planning and reporting framework and support the automation of the organisation-wide performance planning and reporting system – Not less 2 persons
- 4.4 Develop a planning and reporting calendar.
- 4.5 Review Strategic Plan (SP) and Annual Performance Plan (APP) and Annual Operational Plan (ensure all Vision 2030 outcomes are in the plans – Not less than 2 persons
- 4.6 Engage with executive and senior managers to review
 - 4.6.1 Environmental Scanning and associated impact on their functions
 - 4.6.2 Outcomes & strategic objectives
 - 4.6.3 Theory of change/logical framework (including spatial planning, cross-cutting issues and general alignment to government policies and strategies)
- 4.6.4 Key Performance Indicators and their technical descriptions
- 4.7 Update the SP, APP, and AOP within the set timeframes (31 October, 31 January and 31 March 2021)
- 4.8 Compile Quarterly Reports (QRs) and Annual Reports (ARs)
- 4.9 Source inputs/reports from divisional and senior managers
- 4.10 Verify reports and supporting documentation/evidence
 - 4.10.1 KPIs (The number might increase as reporting capabilities improve)
 - 4.10.1.1.1 20 – Programme 1
 - 4.10.1.1.2 15 – Programme 2
 - 4.10.1.1.3 4 – Programme 3
- 4.11 Compile the reports (Timeframes – 31 July, 31 October, 31 January, and 30 April).
- 4.12 Design, prepare and report on Strategy/Quarterly Review Sessions (4 Session – 1 every quarter)
- 4.13 Design approach, methodology and templates and schedule sessions
- 4.14 Assist executive managers (divisional or senior managers in the absence of executive managers) to prepare strategy review and progress reports and presentations.
- 4.15 Capture and compile a session report.
- 4.16 Provide substantive editing, copyediting, and proofreading of all the documents.



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5 Resource Pool Required

The following resource pool is required

5.1 - 1 person

5.2 – 1 person

5.3 – 1 person

5.4 - 2.7 – Not less than 3 people

5.6 – 2.11 Not less than 3 people

5.7 – 2.15 Not less than 2 people

5.8 – 1 person

6. DURATION OF THE CONTRACT

The contract will be valid for a period of two years (24 months).

7. COSTING

The service provider must provide costing based on the pricing schedule table below.

- Service providers must endeavour to structure their pricing in terms of deliverables and time spent on it.
- The deliverables must be achievable and measurable. The responsible owner will sign off the deliverables.
- The services provider should provide a clear project plan, with very clear activities, time frames, relevant deliverables and relevant costing.
- Note: Service providers will be responsible for all costs; e.g. transportation and other disbursements for ALL activities/ meetings associated with this quote and must include these costs in the pricing for this quote.
- Submissions not set out in the prescribed format will not be considered.

8. Copyright

Copyright in all documentation, electronic data/programme source code, manuals and documentation produced or prepared for the CIPC (any training material included) by or on behalf of the contractor or emanating from this contract shall vest in the CIPC which shall have the right to adopt them for other projects. Any base systems, programme source codes, technical manuals or adaptations developed by the contractor or its supplier prior to this contract will be excluded. The contractor shall not, without the written consent of the CIPC, granted by a duly authorised official, use, copy or communicate to any person such documents or information, except as strictly necessary for the purposes of the contract. In addition and without limiting the foregoing, the contractor shall deliver such documentation to the CIPC, immediately upon the expiry or termination of the contract.

9. 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. **The contract is for a period 24 months**
- 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);
- 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. 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.

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: Presentation and Interviews (by persons who will form part of the resource pool)

Phase 4: 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

| 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 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 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 Annexure A REFER TO PAGE 6 and 17 OF 17 | | <ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u> |
| 9 | IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 17 | | <ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u> |

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

Phase 2: Functional Evaluation and Compliance to specification

Demonstrated service provider experience, knowledge and expertise in

- Public service planning, performance monitoring and reporting frameworks
- Environmental Scanning, Alignment to government policies and strategies, Strategic and operational planning, Development of SP, APP and AOP, KPI development and description
- Performance Information Verification/Auditing
- Compiling Quarterly Reports and Annual Report
- Policy review, process mapping and SOP development
- Workshop design and facilitation (including templates)
- Advanced and professional report writing, PowerPoint presentation, Excel Spreadsheets
- Advanced document editing

This should be demonstrated in four ways:

1. Provide contactable references of at least three entities where a similar service was rendered.
2. Provide a summary of similar projects and initiatives completed by the service provider.
3. Expertise/ Experience/ Qualifications of personnel to be assigned to the CIPC contract. (CVs detailing all these competencies for all personnel to be assigned to the CIPC).
4. Personnel to be assigned to the CIPC contract to prepare and present proposal to the tender evaluation committee (details will be provided).

| EVALUATION CRITERIA | Phase 3 Functional Evaluation (Docs) Rating | | | | | Weight | Total | Phase 4 Functional Evaluation (Presentations / Interviews) Rating | | | | | Weight | Total |
|---|---|---|---|---|---|--------|-------|---|---|---|---|----|--------|-------|
| | 1 | 2 | 3 | 4 | 5 | | | 1 | 2 | 3 | 4 | 5 | | |
| Criteria 1 Demonstrate knowledge and understanding of SA Public service planning, performance monitoring and reporting frameworks Score = 1 No demonstration of knowledge and understanding or Very Poor Score = 2 Insufficient demonstration of knowledge and understanding or Poor Score = 3 Sufficient demonstration of knowledge and understanding in line with the scope above- Average Score = 4 Sufficient demonstration of knowledge and understanding in line with the scope above plus relevant example of one similar projects, Score = 5 detailed demonstration of knowledge and understanding in line with the scope above plus relevant examples of three similar projects | | | | | 5 | | | | | | | 5 | | |
| Criteria 2 Experience, knowledge and expertise in Environmental Scanning, Alignment to government policies and strategies, Strategic and operational planning, Development of SP, APP and AOP Score = 1 No demonstration of knowledge and understanding or Very Poor Score = 2 Insufficient demonstration of knowledge and understanding or Poor Score = 3 Sufficient demonstration of knowledge and understanding in line with the scope above- Average Score = 4 Sufficient demonstration of knowledge and understanding in line with the scope above plus relevant example of one similar projects, Score = 5 detailed demonstration of knowledge and understanding in line with the scope above plus relevant examples of three similar projects | | | | | | 15 | | | | | | 15 | | |
| Criteria 3 Experience, knowledge and expertise in KPI development and description Score = 1 No demonstration of knowledge and understanding or Very Poor Score = 2 Insufficient demonstration of knowledge and understanding or Poor Score = 3 Sufficient demonstration of knowledge and understanding in line with the scope above- Average Score = 4 Sufficient demonstration of knowledge and understanding in line with the scope above plus relevant example of one similar projects, Score = 5 detailed demonstration of knowledge and understanding in line with the scope above plus relevant examples of three similar projects | | | | | | 15 | | | | | | 15 | | |
| Criteria 4 Experience, knowledge and expertise in compiling quarterly reports and annual reports Score = 1 No demonstration of knowledge and understanding or Very Poor Score = 2 Insufficient demonstration of knowledge and understanding or Poor Score = 3 Sufficient demonstration of knowledge and understanding in line with the scope above- Average Score = 4 Sufficient demonstration of knowledge and understanding in line with the scope above plus relevant example of one similar projects, Score = 5 detailed demonstration of knowledge and understanding in line with the scope above plus relevant examples of three similar projects | | | | | | 15 | | | | | | 15 | | |



| | | | | | | | | | | | | | | |
|--|--|--|--|--|--|------------|--|--|--|--|--|--|------------|--|
| <p>Criteria 5 Experience, knowledge and expertise in Policy review, process mapping and SOP development, basic project management and scheduling Score = 1 Experience, knowledge and expertise Very Poor Score = 2 Experience, knowledge and expertise Poor Score = 3 Experience, knowledge and expertise Average Score = 4 Experience, knowledge and expertise Good Score = 5 Experience, knowledge and expertise Excellent</p> | | | | | | 15 | | | | | | | 15 | |
| <p>Criteria 6 Experience, knowledge and expertise in Strategy/Quarterly Review workshop design and facilitation (including templates) Score = 1 Experience, knowledge and expertise Very Poor Score = 2 Experience, knowledge and expertise Poor Score = 3 Experience, knowledge and expertise Average Score = 4 Experience, knowledge and expertise Good Score = 5 Experience, knowledge and expertise Excellent</p> | | | | | | 20 | | | | | | | 20 | |
| <p>Criteria 7 Experience, knowledge and expertise in advanced and professional report writing, PowerPoint presentations, and excel spreadsheets & editing Score = 1 Experience, knowledge and expertise Very Poor Score = 2 Experience, knowledge and expertise Poor Score = 3 Experience, knowledge and expertise Average Score = 4 Experience, knowledge and expertise Good Score = 5 Experience, knowledge and expertise Excellent</p> | | | | | | 15 | | | | | | | 15 | |
| Total | | | | | | 100 | | | | | | | 100 | |



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NOTE:

1. Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase, Phase 3.
2. Bidders must achieve 60 points on Phase 3 to progress to Phase 4 Price and BEE
3. **BIDDERS THAT ACHIEVE LESS THAN 60 POINTS FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**
4. **Prospective bidders who made it to Phase 3 will be contacted for the presentation.**

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 |
| 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.

ANNEXURE “A”

12. BID COSTING

PRICING SHCEDULE: (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 TOTAL BIDL PRICE INCLUSIVE OF ALL
4. BIDDER’S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON **PAGE 6 OF 17** AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period of 24 Months. Total Costing should be indicated as per the tables below.

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.**

NB The pricing schedule table below must be printed and placed in a separate closed envelop together with the SBD3 form for price.

NB: BIDDER MUST COMPLETE THE TABLE ABOVE

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

13. BRIEFING SESSION

PLEASE NOTE: THERE IS NO BRIEFING SESSION SCHEDULED FOR THIS BID

| | |
|-----------------------------|------|
| BRIEFING SESSION/SITE VISIT | NONE |
|-----------------------------|------|



Companies and Intellectual
Property Commission

a member of the SAG Group

14. SUBMISSION OF PROPOSALS

SEALED PROPOSALS WILL BE RECEIVED AT THE TENDER BOX

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTEUTEUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

West Gate on 77 Meintjies Street

the dti Campus, 77 Meintjies Street,

Sunnyside

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 OR Nmaqhula@cipc.co.za

B. Technical Enquiries

Ms Nokwanda Mdletshe

Email: NMdletshe@cipc.co.za

BIDS OPENING DATE: 01 DECEMBER 2021

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 28 JANUARY 2022

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.

NOTE: 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"**

NB: COVID -19 REGULATIONS TO BE ADHERED TO

Strategy "ToR" 30112021

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