



Companies and Intellectual  
Property Commission  
a member of the dtic group

## ANNEXURE "H"

### EXPRESSION OF INTEREST (EOI)

CIPC BID NUMBER: 12/2020/2021

**DESCRIPTION: INVITATION FOR EXPRESSION OF INTEREST IN PARTICIPATION IN CIPC'S PANEL OF EXPERTS FOR THE PROVISION OF LEGAL CONSULTANCY SERVICES IN INTELLECTUAL PROPERTY (IP) FOR A PERIOD OF FIVE (05) YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**CONTRACT PERIOD: PERIOD OF FIVE (05) YEARS ON AN "AS AND WHEN" REQUIRED BASIS**

**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".**

**IMPORTANT NOTICE TO BIDDERS:** PLEASE NOTE THAT THE TENDER [CLOSING DATE HAS BEEN EXTENDED TO 15 JANUARY 2021](#). NO LONGER THE 08 JANUARY 2021 AS PUBLISHED IN THE GOVERNMENT BULLETIN OF THE 27 NOVEMBER 2020.

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

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

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 EOI 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 EOI. 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 EOI 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 17 of 17 and Page 13 of 17 of the EOI 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



### 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 THE 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;
- Supervision of the Collecting Societies in sound recordings
- Taxation of legal costs in Patent matters
- 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

For an agency that has a regulatory function such as CIPC, a sound understanding of the applicable legal framework and the businesses it regulates cannot be over-emphasized. The industry can only have confidence in a Regulator that is competent and knowledgeable on its mandate as the decisions of CIPC have both legal and economic implications.

The task and mandate of implementation and making policy inputs involves a thorough understanding of industries and the market behaviors which includes international practices and trends.

South Africa is a member state of the World Intellectual Property Organization (WIPO) The CIPC in its capacity as Intellectual Property National Office, represents the country through participating in various committees of the IP domains at WIPO. CIPC has observed the practice by other member-states of engaging their own experts to augment policy positions and to assist their own delegations with developing position papers in response to international IP policy

Locally CIPC participates in the Parliamentary legal review processes of amending IP Laws with the aim of modernizing outdated provisions in the various related Acts. This will add value for our stakeholders, especially the small medium sized enterprises and international stakeholders at large.

These programmes have thus far stretched the division's available capacity creating a definite need and justification for the IP Group to solicit expert and professional services from academia, think tanks on IP, legal fraternity and other independent service providers outside of the CIPC.

## 5. PURPOSE

The purpose of this Terms of Reference (TOR) is to advertise and appoint the individuals to serve in the panel of experts that will provide services to Innovation and Creativity Group and CIPC at large on an-as-and-when-required basis for a period of five (05) years.

These services will assist the Innovation and Creativity Group to carry out its legislative mandate in the area of intellectual property (Patents, Designs, Copyright and Trademarks) as spelt out in the Companies Act 2008

### 5.1. 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.

## 6. OBJECTIVES AND SCOPE

Successful service providers will be required to perform the following for CIPC:

- Provide legal research and opinions in the four domains of Intellectual Property
- Provide legal representation to CIPC in all Intellectual Property matters
- Provide any legal support that CIPC may require
- Analyse and review International Intellectual Property law when there are implications to South Africa and advise accordingly
- To attend and perform any other Intellectual Property task so assigned
- The interested professional consultants will be required to submit their Curriculum Vitae demonstrating their experience and hourly rate for consideration by CIPC
- CIPC will advertise the terms of reference in the newspaper inviting any interested qualifying professional legal consultants to submit their Curriculum Vitae
- Successful professional consultants will form a Panel of Consultants and will be used as and when CIPC requires the professional services

## 7. INVITATION FOR EXPRESSION OF INTEREST (EOI)

Expressions of interest are hereby invited from suitably-qualified companies and individuals to be registered on the CIPC supplier database for the provision of professional legal services to deliver services for a period of five (05) years.





## 8. EOI SPECIFICATIONS (OVERVIEW OF REQUIREMENTS)

All expressions of interest are to be submitted in a format specified in this enquiry (as applicable). However, companies and individuals are welcome to submit additional or alternative expression of interest over and above the originally specified format (e.g. other capabilities that you may deem to be relevant).

Companies and individuals are requested to provide proof of: (example)

- Individual Experience –
- Individual Capability –
- Individual resources –

## 9. THE FOLLOWING COMPETENCIES ARE REQUIRED

All bidders should meet the academic and functional requirements namely; contain minimum compliance

### Academic evaluation criteria

- Must possess admission as Advocate or Attorney with high court right of appearance
- Must possess LLB degree with 10 – 15 years' experience in civil litigation and providing of legal opinions while experience in intellectual property law will be an added advantage

The bidders satisfying most academic and functional requirements have the potential to be selected as panel members.

## 10. TERMS AND CONDITIONS OF Expression of Interest (EOI)

### Please Note:

- a. The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- b. 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))
- c. The Service Provider shall be expected to sign a Non-Disclosure Agreement
- d. Proposal offers must be received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- e. Completion and submission of the Declaration of Interest.
- f. CIPC reserves the right not to make this appointment.

## 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. **The contract is for a period five (05) years.**
- 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. 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.

## 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

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 <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 PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule: Compliance to Annexure A  REFER TO PAGE 6 and 15 OF 17		<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></li> </ul> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
9	IMPORTANT: <b>SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 17		<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>BID MUST BE SUBMITTED IN CIPC TENDER BOX</b>		<b>THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.</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>CONSULTANTS/COMPANY REFERENCES</b></p> <p>The bidders must provide a minimum of two (2) testimonial letters from clients where they have implemented similar projects. The reference must include the following:</p> <ul style="list-style-type: none"> <li>Duration of the contract</li> <li>Contract amount</li> <li><b>Client scoring from 1- to 10 scale</b></li> </ul> <p>1= No testimonial letters for similar solution                  2= Two (2) testimonial letters for similar projects with clients scores not exceeding 5                  3= three (3) testimonial letters for similar projects with clients scores of 5                  4= Four (4) testimonial letters for similar project with clients scores more than 5 to 8                  5= Five (5) or more testimonial letters for similar project with client scores of 9 to 10</p>						35	
2.	<p><b>CONSULTANTS EXPERIENCE &amp; SKILLS</b></p> <p>Provide a detailed Curriculum Vitae (CV) of the key Consultant/s depicting experience of (10-15yrs Min). (NB: refer to par 6 above)</p> <p>1 = inadequate, inappropriate experience, skills &amp; qualification,                  2 = relevant experience, skills but not meeting all the requirements of par 6 above                  3 = 10 yrs. experience &amp; skills in civil litigation in the high court and providing of legal opinions                  4 = 12 yrs. experience &amp; skills in civil litigation in the high court and providing of legal opinions                  5 = extensive experience, 15 yrs. experience &amp; skills in civil litigation and providing of legal opinions</p>						35	
3.	<p><b>QUALIFICATIONS OF CONSULTANTS</b></p> <p>Demonstrate qualifications by attaching certified copies of qualification</p> <p>1 = inadequate, inappropriate qualification,                  2 = qualification but not meeting all the requirements of par 6 above e.g. Honours                  3 = relevant qualification (LLB)                  4 = relevant qualification (LLM)                  5 = relevant qualification (PhD)</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**



### 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 SHCHEDULE: (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 5 years. Total Costing should be indicated 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.**

The costing should be based on all requirements of the terms of reference for a period of 5 years. Total Costing should be indicated as per the tables below.

- The service provider must provide costing based on the pricing schedule table below. Service providers must endeavour to structure their pricing in terms of milestone payments.
- These milestones must be structured in such a way that the deliverables have to be signed off by the responsible owner to ensure regular payments.
- The service provider should provide a clear project plan with a clear activities, time frames, relevant deliverables and costing.

**Note:** Service providers will be responsible for all costs: e.g. design and production of survey materials, third party payments, transportation and other disbursements for all activities/meeting associated with this quote and must include this cost in the pricing for this quotation.

**NB The pricing schedule table below must be printed and placed in a separate closed envelop together with the SBD 3.3 form for price.**

#### ANNEXURE "A" CONTINUATION



### Pricing Guidelines

All prices should include VAT and in South African Currency. **Bidders should indicate total price and rates for Year 1 to Year 5 and the total of five years be carried up to the pricing schedule.**

Total price to include the following

- Consultants Hourly Rates and Daily Rates
- Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.
- Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

### TRAVEL, ACCOMODATION AND S&T

- Number of travel or trips will be estimated and capped per year.
- Appointed experts will be reimbursed costs relating to travel and accommodation as per SARS rates. Reimbursements to be made upon receipt of claims.
- Kilometers travelled will be reimbursed as per SARS rates and to be paid upon receipt of claims.

Prospective bidders must submit a comprehensive proposal. The onus is upon the prospective bidders to take into account all costs for the Duration and the price must be fixed for the duration of the contract.

### TABLE 1: (FORMAT FOR PRICE QUOTATION): BIDDERS MUST COMPLETE

#### Compulsory Pricing Table NB: FAILURE TO COMPLY WITH THIS TABLE WILL INVALIDATE THE BID:

Person and position	Hourly Rate	Daily rate	Maximum Hours Per Project: 180 hours per month per project	Total R
Year 1			2 160 Hours	
Year 2			2 160 Hours	
Year 3			2 160 Hours	
Year 4			2 160 Hours	
Year 5				
Travel Expenses Description	Rate	Quantity / number of trips	Maximum quantity: Four (04) Trips per month per project	Total R
Year 1			48	
Year 2			48	
Year 3			48	
Year 4			48	
Year 5			48	
Other Expenses e.g. Accommodation	Rate	Quantity	Maximum quantity: Four (04) Nights per month on accommodation	Total R
Year 1			48	
Year 2			48	
Year 3			48	
Year 4			48	
Year 5			48	
<b>TOTAL TO BE CARRIED TO THE PRICING SCHEDULE SBD3.3 INCLUSIVE OF ALL</b>				<b>R</b>

NB: BIDDER MUST COMPLETE THE TABLE ABOVE

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

### 15. MEDIUM OF COMMUNICATION

All documentation submitted in response to this Expression of Interest must be in English.

## 16. COST OF EXPRESSION OF INTEREST

Companies or individuals are expected to fully acquaint themselves with the conditions, requirements and specifications of this EOI before submitting responses. Each service provider assumes all risks for resource commitment and expenses, direct or indirect, of EOI preparation and participation throughout the EOI process. The CIPC is not responsible directly or indirectly for any costs incurred by Companies.

## 17. ENGAGEMENT OF CONSULTANTS

All potential Companies and individuals need to note that consultants will only be remunerated at the rates quoted in the bid proposal submitted

- 17.1. Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or
- 17.2. Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- 17.3. As prescribed by the body regulating the profession of the consultant.

**The top four (4) highest points scoring bidders will be placed in the panel and will be rotated and allocated work by CIPC based on their ranking in the evaluation i.e. the first project will be awarded to the top highest scoring bidder, the second project will be allocated to the second rated bidder etc. The work will be allocated on rotational basis taking into account proven experience AND no new quotes will be requested. CIPC will also attempt to equal hours to all appointed professionals.**

## 18. MEDIUM OF COMMUNICATION

All documentation submitted in response to this Expression of Interest must be in English.

## 19. CIPC RESERVES THE RIGHT TO:

- I. Extend the closing date;
- II. Verify any information contained in a response;
- III. Request documentary proof regarding any tendering issue;
- IV. Cancel or withdraw this EOI as a whole or in part; and
- V. Not to include any supplier on the list of suppliers on the approved database based on functional criteria not met.

## 20. DISCLAIMER

This EOI is an expression of interest only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its EOI, Companies and individuals shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this EOI. The CIPC makes no representation, warranty, assurance, guarantee or endorsements to service provider concerning the EOI, whether with regard to its accuracy, completeness or otherwise and the CIPC shall have no liability towards the service provider or any other party in connection therewith.

## 21. BRIEFING SESSION

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





BRIEFING SESSION/SITE VISIT	NONE
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## 22. 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 ENTFUFUKWENI 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

## 23. 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 Kadi Petje

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

**BIDS OPENING DATE: 27 NOVEMBER 2020**

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

**BIDS CLOSING DATE: 15 JANUARY 2021**

**IMPORTANT NOTICE TO BIDDERS:** PLEASE NOTE THAT THE TENDER CLOSING DATE HAS BEEN EXTENDED TO 15 JANUARY 2021, NO LONGER THE 08 JANUARY 2021 AS PUBLISHED IN THE GOVERNMENT BULLETIN OF THE 27 NOVEMBER 2020

**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**