

# **ANNEXURE “H”**



Companies and Intellectual  
Property Commission  
a member of **the dtic** group

## **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 17/2020/2021**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
CONDUCT ORGANISATIONAL DESIGN FOR  
CIPC**

**CONTRACT PERIOD: SIX (6) MONTHS**

**CLOSING DATE: 08 APRIL 2021**

**SEE DETAILS OF THE BRIEFING SESSION ON PAGE: 16 of THIS TOR**

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

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

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
14. **All prices quoted must be inclusive of Value Added Tax (VAT)**
15. **All prices must be valid for 120 days**
16. **Potential Bidders will be expected to attend a compulsory briefing session**
17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

21. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
22. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**  
**Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry**
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.



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

### INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

#### 2.1. SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed in ink** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

#### 2.2. SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The **USB must be marked with the bidder's name.**
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB must contain the exact documents/ information submitted in the original copy**
- f) The hard copy submitted will be used by CIPC for records purposes.
- g) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages. Bidder's to please verify if all documents can open and are properly saved.
- h) **IMPORTANT: THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION IN READABLE FORMAT**
- i) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- j) **BIDDERS TO ENSURE THAT THE INFORMATION COPIES IN THE USB'S IS CLEAR**
- k) All pages must be signed; numbered and initial as per the Original copy
- l) The USB must be submitted in **PDF format ONLY and must be read ONLY**
- m) **IF THERE IS NO USB SUBMITTED THE BID PROPOSAL WILL NOT BE EVALUATED**

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

**2.3. SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder’s name
- c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure “C”)**
- d) **The total Price (Ceiling price)** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1:** (Invitation for Bids).
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR).
- g) All prices must be valid for 120 days
- h) A detailed cost breakdown. Prices will be fixed for the duration of the contract.

**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 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 (The Commission) as  
a member of the dtic group

## 1. OVERVIEW

The Companies Act, 2008 (Act 71 Of 2008) establishes a Companies and Intellectual Property Commission (The Commission) as a Regulator for Companies and Intellectual property effectively from 01 May 2011.

The creation of The Commission was aimed at enhancing accountability in the corporate landscape, stimulating economic participation and growth; and protection of intellectual property rights. In order for the Commission to deliver on its mandate and objectives, a process of reshaping and repositioning the organization had to unfold taking advantage of all the resources at its disposal at the time as a going concern. Staff had to be transferred from the now defunct Companies and Intellectual Property Registration Office and Office of Companies and Intellectual Property Enforcement.

Whereas significant milestones have been achieved in the areas of technological advances (automation) and registration, an opportunity prevails for the Commission to shift and redirect its human capacity and potential towards its Regulatory mandate. A Settlement Agreement was entered into between the Employer and Organised Labour on the 31<sup>st</sup> of October 2017.

## 2. Specification

The Organisational Design shall encompass the following aspects:

- Provide recommendations or proposals to address/resolve the CIPC 2013 salary disparity issue and related matters, details of which will be provided to the successful bidder.
- Review and correction of the CIPC salary bands in a manner that will address and prevent future salary creep and current salary discrepancies;
- An operating model that promotes client-centricity;
- Address the misalignment of skills;
- Impact of automation on the current structure;
- Impact of legislative developments on the structure;
- Impact of technological advances on CIPC functions;
- Organizational culture from a change management perspective; and
- Shifting of staff to new areas of work (change management).

## 3. CIPC's Vision

To be a reputable world class regulator of business entities and intellectual property

## 4. CIPC's Mission

In partnership with others, we make it easy and attractive to do business in South Africa

## 5. CIPC's Values

- Passion for service
- Integrity
- Empowerment
- Accountability
- Collaboration

The CIPC, in conducting organizational development and design, is capitalizing on current employees retention in line with the CIPC strategy and it wants to:

- Reorganize and place its people into correct positions in line with its regulatory mandate;
- Empower/equip them (in line with its values) with the right skills and competencies
- Deploy them in the right roles;
- Enrich and expand the scope and job contents; and
- To meet the business needs of the CIPC, now and in the future.

## 6. METHODOLOGY

### a. Situational analysis

- OESTT Report;
- All CIPC strategic documents (CIPC strategic plan, etc.);
- Interviews with all staff;
- Interviews of Executives;
- Interviews with Organised Labour;
- Other identified stakeholders;
- Workshops with executives and Organised Labour on the findings; and
- Present recommendations to stakeholders.

### b. Benchmark exercise

- Similar entities, especially state owned entities; and
- Relevant organizations that underwent this process.

### c. Design principles

- To be developed by the service provider with the Executives with inputs from HR and Organised Labour; and
- Best practice principles to be considered with regards to staff empowerment in terms of reskilling, up skilling and retention.





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**d. Propose Business model options**

- Present options, if any, to the CIPC EXCO; and
- Organisational structure modalities developed and agreed.
- Present a functional structure to EXCO and agreed upon before positions are determined

**e. Consultation, workshops and EXCO submission**

- Workshop with EXCO;
- Consult and workshop with labour;
- Workshop with staff;
- Recommended by EXCO; and
- Approval by the Commissioner.

**f. Implementation**

- Populating the organisational structure;
- Alignment of organisational structure with the agreed operating model;
- Collaboration with the Job Evaluation service provider to allow synchronization of the two processes (This will be prior to implementation);
- Change management and roll-out;
- Culture management;
- Risk management throughout the process; and
- Post Implementation Review.

## 7. APPOINTMENT OF THE SERVICE PROVIDER

The appointment of the Service Provider is on the understanding that the Service Provider has the necessary experience and expertise in matters related to:

- The Constitution of the Republic of South Africa;
- Relevant labour legislation;
- Skills Development Act 37 of 2008;
- Employment Equity Act 55 of 1998 as amended; and
- Labour Relations 66 of 1995 as amended.
- The Companies Act, 2008, as amended and other relevant Acts;
- Implementation of the Organisation Development and Design Process;

## **8. PROJECT PLAN**

The service provider will furnish the CIPC with a Project Plan detailing the deliverables and time-lines for the various activities in the methodology that will be agreed upon by the CIPC and the service provider.

## **9. DELIVERABLES**

The Service Provider, in providing the services, shall ensure that a complete report with all options compiled and submitted to the CIPC as per:

- Revised Salary Bands;
- Organisational Structure;
- Change Management Plan;
- Implementation Plan;
- Assist with Roll Out; and
- Conduct a Post Implementation Review.

## **10. PENALTY PROVISIONS**

a) Should the Service Provider not perform its obligations in terms of this Agreement or to the satisfaction of the CIPC, the CIPC shall be entitled (apart from exercising other remedies available to it in law including the common law), in its sole discretion to impose the following penalties against the Service Provider:

- The CIPC may withhold payment after giving the Service Provider written notice within 7 (seven) days of the breach. Such payment shall be released only if the Service Provider remedies the breach to the satisfaction of CIPC within 7 (seven) days of receiving notice of the breach.
- The CIPC may reduce the contract price (or tendered amount) by the amount which represents the cost of the unperformed activity if the Service Provider fails to remedy the breach to the satisfaction of the CIPC within 7 (seven) days of receiving notice of the breach.

b) The successful service provider would be expected to submit a project proposal indicating methodologies to be employed and work break down schedule, which will presented to the CIPC.

## **11. COPYRIGHT**

Copyright in all documentation, electronic data / programme source codes, 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.



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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.

## 12. GENERAL CONDITIONS

a) The prices quoted will remain applicable unless and until the CIPC is notified to the contrary by the service provider.

The service provider must furnish the following information as comprehensively as possible:

- Full details of the service provider - head office address and e-mail - telephone and fax numbers
- Level of technical competency
- Company profile
- Full details of the individuals to be involved, their expertise, track record and roles in the assignment.
- A detailed cost breakdown. Prices will be fixed for the duration of the contract.
- Clearly defined milestones, correlating to the sections outlined in this invitation.
- A detailed explanation of the methodology and process to be adopted.

Monthly to Bi-weekly progress reports should be submitted to the CIPC, indicating the key developments in the time period reported on.

## 13. PAYMENTS

Payment for delivery of the work will be conducted in the following manner:

- Payment will be done in phases as outlined in the agreed payment schedule.

### 3. 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. The service provider must ensure that their work is confined to the scope as defined;
- III. 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;
- IV. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- V. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- VI. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- VII. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- VIII. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- IX. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- X. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- XI. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- XII. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XIII. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- XIV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.



#### 4. 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).

#### 5. 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 <b>ANSWER:</b> 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 SBD8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b><u>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</u></b>
8.	<b>NB: Pricing Schedule:</b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ul>
9	<b>IMPORTANT: SUBMISSION OF USB</b>  <b>REFER TO PAGE 5 OF 17</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 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ol>

**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>Level of experience of the company</b></p> <ul style="list-style-type: none"> <li>Extensive knowledge of Organization Development and design/ work-study practices, 5 years.</li> </ul> <p>The experience rating will be as follows: 4&lt; years – 2; 4&gt; years – 3; 5 years – 4; &gt; 5 years - 5</p>						30	
2.	<p><b>Infrastructure capacity</b></p> <p>Suitable and sufficient human resources capacity. Please include CVs of people who will be responsible for the project</p> <ul style="list-style-type: none"> <li>CVs not attached or indicate no required experience/knowledge of required project = <b>1</b>;</li> <li>CV with irrelevant experience, no similar work indicated for this project = <b>2</b>;</li> <li>Three years formal qualification (or combinations of qualifications e.g certification) and plus similar work in Organizational Design, work study or HR related fields and 3 years work experience = <b>3</b>;</li> <li>Four years/higher relevant OD, Work-study, HR formal qualification qualifications with at least 7 years similar work experience in OD =<b>4</b></li> <li>Five years (masters or more) formal qualifications with at least 10 OD, Work-study, HR years similar work experience in OD =<b>5</b></li> </ul>						25	
3	<p><b>Delivery of similar assignments</b></p> <p>Track record / evidence of timely delivery of projects for OD. Provide testimonial letters / (references) from contactable clients that you have delivered this type of service to. (minimum of three references). These references must contain the following information which will be scored during evaluation</p> <p><b><u>-Rating by the client (1-5),Duration of the contract,project completed in time ,The service provided satisfactory / not satisfactory:</u></b></p> <ul style="list-style-type: none"> <li>Required reference letter/s not submitted or contain no relevant OD related information score = <b>1</b></li> <li>Three reference letters submitted containing insufficient information, no satisfactory rating, <b>score = 2</b></li> <li>Three Reference letter meets the requirement of the project, satisfactory rating of 3, duration of project and completed in time <b>score = 3</b></li> <li>Reference letter meets the requirement of the project, satisfactory rating of 4, duration of project and completed in time <b>score = 4</b></li> <li>Reference letter meets the requirement of the project, satisfactory rating of 5, duration of project and completed in time <b>score = 5</b></li> </ul> <p><i>It is the prospective bidders' responsibility to obtain relevant reference letters complying to the above.</i></p>						25	



No	Evaluation Criteria	Rating					Weight	Total
		1	2	3	4	5	%	
4.	Understanding of this brief and CIPC business mandate and strategy; and proper completion of documentation in response for this proposal (submit a cover letter with tender) <ul style="list-style-type: none"> <li>Proposal does not meet this requirement, no proper documentations <b>Score=1</b></li> <li>Proposal meeting some of this requirement some documentation not properly compiled <b>score=2</b></li> <li>Proposal meeting all the requirements, understanding of CIPC mandate &amp; strategy and proper documentation <b>score 3</b></li> <li>Proposal meeting the requirements, understanding of CIPC mandate &amp; strategy and proper documentation with indexing and numbering of pages <b>score 4</b></li> <li>Proposal meeting the requirements, understanding of CIPC mandate &amp; strategy with additional examples with extensive research of CIPC mandate and proper documentation with indexing and numbering of pages <b>score 5</b></li> </ul>						10	
5.	Project Plan Detailed project plan with time frames Clearly defined milestones, correlating to the sections outlined in this invitation. A detailed explanation of the methodology and process to be adopted <ul style="list-style-type: none"> <li>No approach, methodology submitted and project plan submitted <b>Score= 1</b></li> <li>Approach and methodology partly or not meeting the above <b>Score =2</b> Approach and methodology/Project plan, project plan demonstrated understanding <b>score 3</b></li> <li>detailed approach and methodology with additional information exceeding above criteria but <b>without</b> samples, template and project tools used in previous projects <b>Score =4</b></li> <li>detailed project plan with additional information exceeding above criteria with detailed samples, templates, project tools used in the past projects indicated above under reference <b>Score =5</b></li> </ul>						10	
<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.**

## 6. BRIEFING SESSION

THERE IS **A COMPULSORY** BRIEFING SESSION SCHEDULED FOR THIS BID.

An optional briefing session shall be held in which potential bidders/individuals shall be briefed on the scope of the contract and provided the opportunity to have any uncertain aspects of the bid clarified. Tenderers are required to confirm their attendance

The session shall be held:

<b>Compulsory Briefing Session/Site Visit</b>	<b>VIRTUAL: VIA MS TEAMS</b>
<b>Date:</b>	<b>23 March 2021</b>
<b>Time:</b>	<b>11h30am</b>
<b>Date: for Confirmation of Attendance</b>	<b>17 March 2021</b> <b>The bidder to provide the following detail in order to receive MS Teams invitation for the Briefing Session</b> <ul style="list-style-type: none"> <li>• Name of the person to be invited to the Briefing Session</li> <li>• Company Name:</li> <li>• Contact Number:</li> <li>• Email address:</li> </ul>
<b>Details for Confirmation of attendance:</b> <b><u>NB:</u> No Telephonic Confirmation Allowed. Please provide information above for confirmation</b>	<b>nmaqhula@cipc.co.za</b>





Companies and Intellectual  
Property Commission

a member of **the dtic** group

## 7. SUBMISSION OF PROPOSALS

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

### Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

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

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

**77 MEINTJIES STREET,**

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

**PRETORIA.**

## 8. 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 Doctor Mdluli E-mail: [dmdluli@cipc.co.za](mailto:dmdluli@cipc.co.za)

**BIDS OPENING DATE: 02 MARCH 2021**

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

**BIDS CLOSING DATE: 08 APRIL 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**