Companies and Intellectual Property Commission

a member of **thedti** group

TERMS OF REFERENCE (TOR)

CIPC BID NUMBER: 18/2019/2020

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TOWARDS PROVIDING SUPPORT AND MAINTENANCE FOR A VB6 COMPONENT, ERMS, AND COMPUTRON VERSION 7.

DURATION: THIS CONTRACT WILL BE VALID FOR *ONE* (1) YEAR.

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 save 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, places 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 90 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.

I, the undersigned

(NAME)……………………………………………………………………certify that:

I have read and understood the conditions of this Request for Proposal (RFP).

I have supplied the required information and the information submitted as part of this RFP is true and correct.

....

Signature **Date**

1. Introduction

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

Main functions of Commission:

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

2. Background

The CIPC runs two legacy components, ERMS and one old version of Computron. These components are instrumental in the processing of work activity within the organisation. More specifically, they implement workflow and back-office interfaces for transaction processing and data reporting. The CIPC therefore, is looking for a suitable and qualified service provider to support and maintain these technology services while it implements replacement solutions for a period of 12 months.

2.1 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.

3. Objectives and Scope

The main objective of this procurement request is to capacitate the CIPC with developers with technical knowledge of VB6 and Computron among other requirements which are listed below. More importantly, to employ a service provider who has knowledge on the business of the CIPC, and who will start delivering the required services immediately after the contract is awarded. This are mission critical technology components for the CIPC and a day spent without services for support and maintenance threaten the core business of the organisation.

Therefore, the service provider should have proven experience of handling similar situations in the past, and the ability to provide the relevant skills set at any given time of the contract period. Maintenance of these components also translates to ensuring that, the technology component stack employed by the CIPC towards electronic service delivery, and which integrate with ERMS and Computron are monitored for performance and availability. For completeness the responsibility of the service provider will cover the following areas:

a. Support and maintenance of version 7 Computorn.
b. Support and maintenance of a locally built VB6 component, also referred to in this document as ERMS.
c. Support and maintain integration between ERMS and Computron.
d. Ensure functional integration of Computron and ERMS with Image Viewer.
e. Ensure functional integration of Computron and ERMS with automated dispatch.
f. Ensure functional integration of Computron and ERMS with SMS communication services.
g. Ensure functional integration of Computron and ERMS with IBM MQ.

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

The service provider responding will be required to send 2 senior resources to the CIPC for the entire duration of the contract, and will be required to send an additional two resources on an on-demand basis. Therefore, the human resources requirement and skills of resources of the responding bidder should be as tabulated below.

Resource Type	Activity	Skills description	Months Service required
Permanent	Two ERMS Senior Resources	• Must have at least 10 years VB6 experience. • Must have knowledge of CIPC business. • Must have at least 10 years C# knowledge. • Must have at least 5 years SOAP experience. • Must have working knowledge of Computron 7. • Must have working knowledge of supporting a VB6 system that was exploited for back-office processing for an organisation. • Must have at least 10 years' experience Informix. • Must have at least 5 years Oracle experience.	12
On-Demand	Two ERMS mid-level Resources	• Must have at least 3 years VB6 experience. • Must have knowledge of CIPC business. • Must have at least 3 years C# knowledge. • Must have at least 3 years SOAP experience. • Must have working knowledge of Computron 7. • Must have working knowledge of supporting a VB6 system that was exploited for back-office processing for an organisation. • Must have at least 3 years' experience in Oracle and MS SQL. • Must have at least 3 years SSRS experience.	6

Table 1: skills required and period service required.

3.1 Deliverables

For the on-demand resources, the deliverables will be as prescribed by business project requirements and deliverables to be stated as and when the CIPC makes them available.

4. Technical Requirement Details

4.1 Infrastructure Description

4.1.1   The CIPC runs a Codename One Mobility (WORA) development platform;

4.1.2   The CIPC runs Informix 7, SQL 2012 R2 and Oracle 12c/18 databases;

4.1.3   Runs SOAP based web services;

4.1.4   The CIPC applications are developed with C# and run on the 2012 R2 OS;

4.1.5   Legacy systems are written in VB6, while some backend API's are implemented in C#;

4.1.6   SharePoint is employed for internal communication and collaboration;

4.1.7   The CIPC runs a Computron 7 Workflow and

4.1.8   The CIPC implements IBM MQ for cross component message flow.

4.2 Other Integrations

All web based services are expected to integrate to:

4.2.1   Card payment gateway service;

4.2.2   Legacy and other corporate systems at the CIPC and

4.2.3   SharePoint.

4.3 Vendor Eligibility

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

1. Experience of the company in delivering support and maintenance services on VB6 and Computron 6.
2. Experience of the company in delivering Informix based services.
3. Experience of the company in delivering integration services or web components with REST and SOAP services.
4. Experience of the company in delivering solutions for organisation similar to the CIPC in size of its clients and partners.

Criteria	Description
Price for the entire contract duration (**ONE** year).	Assuming that each resource will be fully utilised each working day for each of the two years, how much will be the total amount for a period of two years. For example,

Resources Description	Hourly Rate
Senior Support and Maintenance Consultant	2 X 12 months X Hourly Rate
Mid-level Support and Maintenance Consultant	2 X 12 months X Hourly Rate
Total cost for all resources per year	Sum of the above

Please Note:

Special Conditions

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)

c. No advance payment will be made. Payment will be made in terms of the completed deliverables unless otherwise agreed upon by other parties (CIPC and the contractor). CIPC will pay within the prescribed period according to PFMA.

d. The price quoted for the services must include Value Added Tax (VAT).

e. The Service Provider shall be expected to sign a Non-Disclosure Agreement

f. Tender 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.

g. Completion and submission of the Declaration of Interest.

h. CIPC reserves the right not to make this appointment.

i. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.

j. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.

k. Bidders shall be requested to demonstrate all claims made in the proposal.

l. All candidates that the service providers brings to the CIPC will be subjected to an assessment test as per the skills table (Table 1.) above. Only candidates passing the assessment will be considered.

5. Evaluation Criteria

THE EVALUATION PROCESS WILL BE COMPLETED IN THE FOLLOWING 3 PHASES:

The evaluation will be completed in 3 phases:

1. **Phase 1: Compliance to minimum requirements**
2. **Phase 2: Functional evaluation**
3. **Phase 3: Pricing and Preferential Procurement policy**

Phase 1: Compliance to minimum requirements

During **Phase 1** all bidders will be evaluated to ensure compliance to minimum document requirements (e.g. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

Responsiveness Criteria: Failure to provide the following will result in a bid not to be considered: (mandatory requirements)

a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.

b) Submission and completion of the Declaration of Interest

c) Submission of a valid Tax Clearance Certificate (**PLEASE ALSO SUBMIT TAX PIN FROM SARS**)

d) Submission of the company's registration certificate from the Register of Companies (CIPC).

e) National Treasury CSD report **WITH** the **Supplier number** and **UNIQUE NUMBER**

All bidders will be evaluated by a panel of evaluators, 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:

Phase 2: Functionality: Evaluation criteria

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Company Record on the Support and Maintenance of systems in VB6 and Computron 7. Score = 1 Experience less than or equal to 2 years Score = 2 Experience greater than 2 years, but not more than 3 years Score = 3 Experience greater than 3 years, but not more than 4 years Score = 4 Experience greater than 4 years, but not more than 5 years Score = 5 Experience greater than 5 years **Proof to be submitted**: testimonial letters from clients						30	
2.	Company Record for performing Support and Maintenance for Government (the experience measured herein below is the number of years of the company in delivering Support and Maintenance services within Government) Score = 1 Experience less than or equal to 2 years Score = 2 Experience greater than 2 years, but not more than 3 years Score = 3 Experience greater than 3 years, but not more than 4 years Score = 4 Experience greater than 4 years, but not more than 5 years Score = 5 Experience greater than 5 years **Proof to be submitted**: testimonial letters from clients						20	
3.	Proof that the Company has the resources requirement mix with experience as indicated in Table 1 above. (The company's staff complement for only the staff with the skills (in **EACH** area of Table 1). Score = 1 staff count = 0. Score = 2 staff count = 1. Score = 3 staff count = 2. Score = 4 staff count = 3. Score = 5 staff count greater than 4. **Proof to be submitted**: testimonial letters from clients						20	
4.	Company's latest experience where Criteria 1, 2 and 3 above where applicable. (Recent experience of performing the required tasks). Score = 1: last contract of performing similar support and maintenance work expired over 5 years ago. Score = 2: last contract of performing similar support and maintenance work expired over 4 years ago. Score = 3: last contract of performing similar support and maintenance work expired over 3 years ago. Score = 4: last contract of performing similar support and maintenance work expired over 2 years ago. Score = 5: last contract of performing similar support and maintenance work expired less than 2 years ago. **Proof to be submitted**: testimonial letters from clients						30	
	Total						100	

Note:

✓ Functionality will count out of 100 points. Each individual bidder must achieve a minimum score of 65 out of 100 on the functionality evaluation criteria in order to proceed to the next phase. 2

✓ **Bidders that achieve less than 65% on the requirements of Section 5 of the functionality evaluation, will be automatically disqualified from further evaluation.**

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

<u>*Phase 3*</u>*: Preferential Procurement Policy and Pricing*

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

<u>*Preferential Procurement Policy*</u>

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

<u>*Pricing*</u>

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	
Price	80
BBBEE	20
Total	**100**

The bidder with the highest score will be recommended as the successful vendor.

6. SUBMISSION OF PROPOSALS

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

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

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

Sunnyside

PRETORIA

6.1.1.1   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

Mr Deane Nkuna

Contact No: (012) 394 1281

E-mail: Dnkuna@cipc.co.za

BIDS OPENING DATE:	**24 JANUARY 2020**
BIDS CLOSING TIME:	**11: 00 AM**
BIDS CLOSING DATE:	**21 FEBRUARY 2020**

*IMPORTANT***: BIDDERS TO SUBMIT A USB OR DISC MARKED WITH THE BIDDER'S NAME. ALL DOCUMENTS MUST BE IN A PDF FORMAT SIGNED BY AUTHORISED REPRESENTATIVE. THE PRICE PROPOSAL MUST ALSO BE INCUDED IN THE USB OR DISC.**

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.*

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION