



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

TERMS OF REFERENCE

CIPC Bid Number: 17/2019/2020

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
PROVIDE CIPC WITH AN INFORMIX,
LICENSES**

CONTRACT PERIOD: 1 YEAR



1 TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

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 Terms of Reference (ToR) specification is based on a specific brand must inform CIPC before the closing date for tender submissions.
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 ToR. 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. Tenders 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 of 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. **Where applicable** No advance payment would be made. CIPC will pay within the prescribed period as according to 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 Chief Executive Officer 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 ToR 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 behavior, whether in its dealings with CIPC or any other business dealings.

Note: "Unethical behavior" 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.

I, the undersigned

(NAME).....certify that:

- I have read and understood the conditions of this Request for Tender.
- I have supplied the required information and the information submitted as part of this Request for Tender is true and correct.

.....
Signature

.....
Date



1 INTRODUCTION

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate of information.

2 SCOPE OF WORK

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The successful service provider is expected to supply CIPC with an Informix license 11.7 for a period of **12 months** from the date of award.

The licensing requirement details are as follows;

Licensing Details

- INFORMIX ENTERPRISE ED CPU OPTION PVU ANNUAL SW S&S RNWL - Renewal (Quantity 1600)
- IBM Informix Enterprise Edition User Option per Authorized User Single Install – Renewal (Quantity 20)

3 DURATION OF CONTRACT

As per agreement and not exceeding **12 months**

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).

Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum 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 an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) **Submission of the OEM letter (Partnership/resale) from IBM**

5. Evaluation Process (Phases)

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).

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: 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 (ex. 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.

Phase 2: 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

Preferential Procurement Policy

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).

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	100

The bidder will be recommended as the successful vendor as per the phase2.

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:



Companies and Intellectual
Property Commission

a member of **the dti** group

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, **the dti** Campus,

77 Meintjies Street,

Sunnyside

PRETORIA

7. ENQUIRIES

a. **SUPPLY CHAIN QUERIES TO BE ADDRESSED TO**

Mr Solomon Motshweni OR Ms Ntombi Maqhula

E-mail: SMotshweni@cipc.co.za OR Nmaqhula@cipc.co.za

b. **TECHNICAL QUERIES TO BE ADDRESSED TO**

Mr. Samson Sekgobela

Contact No: (012) 394 5520

Email: ssekgobela@cipc.co.za