



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

TERMS OF REFERENCE (TOR)

CIPC BID NUMBER: 04/2019/2020

DESCRIPTION: INVITATION TO ACCREDITED SERVICE PROVIDERS FOR THE TECHNICAL SUPPORT OF THE COLUMBUS ENTERPRISE SUITE

DURATION OF THE CONTRACT: 1000 NON-CONSECUTIVE HOURS IN A 12 MONTHS PERIOD.



Companies and Intellectual
Property Commission

a member of the dti group

TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)

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 RFT 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 RFT. 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 RFT 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 consultants 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 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.
- ix. Appointment will be subject to positive security screening results by the State Security Agency.
- x. The Supervisor and the Security Officers must be mentally and physically fit for the execution of their duties.
- xi. Supervisor and the security officers must sign a declaration that they will refrain from any action/conduct which might be detrimental to the department.
- xii. The supervisor and the security officers are prohibited from unauthorized handling reading or removal of documents in the departmental records.
- xiii. No state information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.
- xiv. The state reserves the right to screen/vet security personnel in the employ of the security provider to the relevant level, and to verify their registration status with Private Security Industry Regulatory Authority (PSIRA) before they are employed in the CIPC.
- xv. Record all security related incident/occurrences in relevant registers.
- xvi. Security officers must be inspected at least once per shift; day and night (weekends and public holidays included) by the security service provider representative, and keep records of such visits.



Companies and Intellectual
Property Commission

a member of **the dti** group

- xvii. The service provider must ensure that there is no interruption of services due to manpower shortage as a result of the security guard being on leave (Annual, sick, etc.).
- xviii. All possible steps shall be taken by the contract to ensure full execution of this agreement

I, the undersigned

(NAME).....certify that:
I have read and understood the conditions of this Request for Tender (RFT).
I have supplied the required information and the information submitted as part of this RFT is true and correct.

.....
Signature

.....
Date



1 INTRODUCTION & BACKGROUND

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. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate levels of service to all its stakeholders.

In compliance with the Companies Act 2008, CIPC must provide the following services:

- Registration of corporate entities and intellectual property rights;
- Maintenance of accurate, up-to-date and relevant information concerning companies, corporate entities and Intellectual property rights, and the provision of that information to the public and to other organs of state;
- The promotion of education and awareness of company and intellectual property laws, and related matters;
- The promotion of compliance with the Companies Act, and any other applicable legislation;
- Widest possible enforcement of the Companies Act;
- Promotion of the reliability of financial statements by monitoring compliance;
- Promoting voluntary resolution of disputes arising in terms of the Companies Act; and
- Research and reporting on matters of national policy and intellectual property law.

2 REQUIREMENTS AND SCOPE OF WORK

CIPC has acquired and implemented the Columbus Enterprise technologies and Spider Suite of products as the solution for Helpdesk & Desktop support services and the Standard Operating Environment (SOE) as well as the application packaging and deployment. CIPC has managed implemented the Columbus Helpdesk Incident Module and Standard Operating Environment (SOE) at almost all the desktop and laptops as well as the application packaging & deployment to applicable workstations. CIPC requires the services of a accredited service provider to provide a 1000 non-consecutive hours of the Columbus Technology support services on an "as-and-when" for a period of 12 Months.

The scope of the work to be carried out involves the following Columbus package:

- Technical Support for the modules as per the table below

Module Code	Module Description
PCBE001.m	Columbus Enterprise Bundle Maintenance
PCSM006.m	Columbus Inventory Scanner Maintenance
PCSM004.m	Columbus Imaging Maintenance
PCSMO001.m	Columbus Package Studio Maintenance
PCSW002.m	Columbus Incident Manager Maintenance
PCSAE001.	Columbus Asset and License Server
PCSAE001.1m	Per Desktop LCM Asset and License Management

2.1 EXPERTISE EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL TO BE ASSIGNED TO THE PROJECT.

- A minimum of three years of experience of Columbus support



3 PRICING

The pricing must be total 1000 non-consecutive hours in a 12 months for the technical Support costs inclusive of VAT.

- 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.**
- **COST BREAKDOWN MUST BE PROVIDED, COVERING ALL REQUIRED MODULES AND THEIR MODULE CODES.**
- **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 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.**

4 DURATION

The duration of the contract will be a **1000 non-consecutive hours in a 12 months period.**

5 Reporting

The contracted bidder's account manager will report to the CIPC Project Manager or his delegate.

6 Working Conditions

6.1 Proprietary rights

The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.

- The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

6.2 Indemnity / Protection / Safeguard

- The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the resources.

6.3 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

6.4 Quality

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Infrastructure Management, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.



7 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).

7.1 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

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 authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal *may* be disqualified for non-submission of any of the documents

Item No	Document that must be submitted	Compliance 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 to submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your Vendor number. Submit proof of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE NUMBER
8.	Pricing Schedule		Submit full details of the pricing proposal in a separate envelope. Price must be carried over to SBD 3
9.	Accreditation/partnership letter from the Columbus Technology OEM		Bidders must submit an accreditation/partnership letter from the Columbus Technology OEM. Failure to provide the letter shall invalidate/disqualify the bid.

NB: FAILURE TO PROVIDED AN ACCREDITATION/PARTNERSHIP LETTER FROM THE COLUMBUS TECHNOLOGY OEM SHALL IMMEDIATELY RESULT IN DISQUALIFICATION OF BID

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



PHASE 2: EVALUATION CRITERIA

Criteria No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p>Service Provider demonstrated a minimum of 3 years' experience in the technical support of the Columbus Technologies (Provide at least two (2) reference letter with contactable reference from an organization/company where similar services have been rendered based on the package specified in paragraph 2)</p> <p>Score 1 = no demonstration provided: Score 2 = 1-2 yrs experience & inadequate, inappropriate content in letters Score 3 = relevant reference provided & 3 yrs. experience: Score 4 = detailed relevant reference provided 4 yrs. experience: Score 5 = detailed relevant reference plus 5 or more years of experience.</p>						35	
2.	<p>Technical and operational support proposal, with respect to the licensed package as per paragraph 2.</p> <p>Score 1 = No proposal, Score 2 = proposal with limited details: Score 3 = proposal matching the license package, Score 4 = proposal matching license + sample documents, Score 5 = proposal matching license + sample documents + project plan</p>						30	
3.	<p>Expertise/ Experience (3 yrs) of the technical resources to be assigned to the CIPC contract including the information on the specific Columbus expertise/experience. Attach CVs with minimum of any 3 years Diploma/Degree in the IT field</p> <p>Score 1 = no experience Score 2 = 1-2 yrs relevant experience s 1-2): Score 3 = 3 years' qualification & experience & expertise in Columbus + Columbus certification Score 4 = 4 years' experience & 3 year qualification & expertise in Columbus & certification Score 5= 4 yrs or higher relevant qualifications and more than 5 years' experience plus Columbus & certification.</p>						35	
TOTAL							100	

Note:

1. Functionality will count out of 100 points. Bidders must achieve a minimum score of 60 points out of 100 on the functionality evaluation to proceed to the next phase.
2. **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
Total	100

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

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

1. BRIEFING SESSION

A compulsory briefing session shall be held at CIPC offices.

BRIEFING SESSION/ SITE VISITS	<u>PLEASE NOTE</u> THERE IS <u>NO</u> BBREIFING SESSION FOR THIS BID
--------------------------------------	--



8 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

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 SM Sekgobela
Contact No: (012) 394 5272
E-mail: ssekgobela@cipc.co.za

BIDS OPENING DATE: 20 SEPTEMBER 2019
BIDS CLOSING TIME: 11: 00 AM
BIDS CLOSING DATE: 18 OCTOBER 2019

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