

ANNEXURE “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 02/2019/2020

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR PROVISION OF
SECURITY GUARDING SERVICES FOR
CIPC JOHANNESBURG CUSTOMER
SERVICE CENTRE**

DURATION OF THE CONTRACT: THIRTY SIX (36) MONTHS

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.
- 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:**

The Companies and Intellectual Property Commission (CIPC), a member of the “the dti group”, (Department of Trade and Industry) is responsible for the registration of companies, external companies and co-operatives; registration of intellectual property rights; maintenance of information on its registers; promotion of education and awareness of company and intellectual property law; promotion of compliance with relevant legislation; and efficient and effective enforcement of all relevant legislation.

To achieve its mandate and protect CIPC assets, which includes information, the CIPC desires to appoint a reliable and reputable PSIRA registered and accredited private security service provider for the provision of a security guarding service, **for a period of (36) thirty six months period at the CIPC Johannesburg Self Service Centre, Talis Building, Shop R02, 6 Hollard Street, Marshalltown, Johannesburg.**

2. **SERVICES REQUIRED:**

The services of (4) four Security Officers are required to safeguard the CIPC Johannesburg Customer Service Centre staff, assets and information in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985) ensuring all officials and visitors obey and comply with the CIPC security policy and procedures.

The services are primarily required during weekdays (Mondays to Fridays) and as and when required afterhours, which includes nightshifts on weekdays as well as day and night shifts on weekends (Saturdays and Sundays) as and when required after prior arrangement for essential maintenance and repairs at the CIPC Customer Service Centre.

The service is to commence on 11 September 2019 after the successful bidder has been awarded the contract.

The services of the respective security officer categories are required as follows:

Primary Shift Hours

- Weekdays - Dayshift (06:00 – 18:00) Monday to Friday
 - **4 x Grade “C” Security Officers**

Alternative Ad hoc Shift Hours (As and When Required after Prior Approval)

- Afterhours Weekdays “Night Shift” – (18:00 – 06:00) Monday to Friday
- Afterhours Weekends “Day Shift” – (06:00 – 18:00) Saturdays, Sundays and Public Holidays
- Afterhours Weekends “Night Shift” – (18:00 – 06:00) Saturdays, Sundays and Public Holidays.
 - 2 x Grade C Security Officers

NB: The number of resources shall depend on the scope of work to be performed.

3. **PRICING**

- Price proposal to be submitted for a period of (36) Thirty Six Months VAT INCLUSIVE
- **4 x Grade “C” Security Officers**
- **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 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 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 service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase:**

4. **DURATION OF CONTRACT**

- (36) Thirty Six Months period
- At the CIPC Johannesburg Self Service Centre, Talis Building, Shop R02, 6 Hollard Street, Marshalltown, Johannesburg.
- The service is to commence on 11 September 2019

5. **EVALUATION PROCESS:**

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).

6. **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).

EVALUATION PROCESS (PHASES)

THE EVALUATION WILL BE COMPLETED IN 4 PHASES:

- **Phase 1:** Compliance to minimum requirements;
- **Phase 2a:** Compliance to Specification
- **Phase 2b:** Functional evaluation; evaluation of the bid documents
- **Phase 3:** Pricing and Preferential Procurement policy.

6.1 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. Bidders to state compliance in all items as stated below with a YES /NO

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		i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database. iii. Vendor number.
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. Submit Supplier number and Unique Number
8.	Pricing Schedule		Submit full details of the pricing proposal in a separate envelope .
9.	PSIRA certificates for security personnel		Submit PSIRA certificates for the securities.
10	PSIRA certificate for the Company		Submit PSIRA certificate for the company
11.	Proof of location		Submit proof of address

NOTE

FAILURE TO PROVIDED PSIRA REGISTRATION CERTIFICATE FOR THE COMPANY AS WELL AS PSIRA CERTIFICATES FOR SECURITY PERSONNEL SHALL IMMEDIATELY RESULT IN DISQUALIFICATION OF BID

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

6.2 PHASE 2A: COMPLIANCE TO SPECIFICATION

BIDDERS ARE REQUIRED TO PROVIDE RESPONSES TO ALL SPECIFICATION BELOW. BIDDERS MUST ATTACH PROOF OR SUPPORTING DOCUMENTATION TO SURPORT THEIR COMPLIANCE TO SPECIFICATION: FAILURE TO RESPOND TO ANY ITEMS BELOW AS WELL AS ATTACHING SUPPORTING DOCUMENTATION WILL IMMEDIATELY INVALIDATE THE BID

SECURITY SERVICES BID SPECIFICATION		
Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
1	<u>Services Required</u>	
1.1	The rendering of a security guarding service for a (36) thirty-six month period at the CIPC Johannesburg Self Service Centre, Talis Building, Shop R02, 6 Hollard Street, Marshalltown, Johannesburg.	
1.2	The security services to be rendered to CIPC <i>inter alia</i> entails the safeguarding of CIPC personnel, visitors, assets (which includes information) and controlling access in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).	
1.3	The security officers shall besides performing access control duties, patrol the premises and execute functions required by CIPC representatives to safeguard personnel, visitors, property and information.	
1.4	On commencement of the service, CIPC shall provide the service provider a "job description" in respect of the required duties at the respective duty points and which the security officers will be required execute in terms of the contract.	
1.5	All security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.	
1.6	Security personnel must at all times be well presented, neatly dressed in full uniform as they will be portraying the image of the CIPC.	
1.7	It is the responsibility of the contractor to see that personnel in his service and especially those employed for the rendering of this service, meet the requirements at all times.	
2	<u>Shifts</u>	
2.1	The primary shift for the services to be rendered is on Weekdays: Mondays to Fridays – Dayshift Hours: (06:00 – 18:00)	
2.2	The alternative (<i>Ad hoc</i>) shift for the services to be rendered shall be afterhours/Public Holidays; Weekdays: Mondays to Fridays – Nightshift Hours: (18:00 – 06:00) and/or Weekends/Public Holidays – Day Shift/Nigh Shift Hours: (06:00 – 18:00)/(18:00 – 06:00)	
2.3	No security officer may be allowed to work a shift longer than (12) Twelve hours.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
3	<u>Security Officers for Primary Security Service</u>	
3.1	The provision of (4) four Security Officers: <ul style="list-style-type: none"> 4 x Grade "C" Security Officers 	
3.2	To ensure effective continuity of the security service to be rendered, the service provider shall be required to allocate specific personnel for the site and obtain prior consent from the Senior Manager: Facilities and Security or his/her representative for a replacement.	
3.3	Security personnel must be able to communicate in English, both verbally and written and have at least (2) two years security experience.	
4	<u>Security Officers for Alternative Ad hoc Security Service</u>	
4.1	The provision of alternative Ad hoc security services as and when required, and in which the number and Grade of security officers and shifts shall be as per prior arrangement and agreed to, with the service provider.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
5	<u>Security Competency</u>	
5.1	The service provider, including management and staff directly involved in the contract, shall be subjected to a security screening process in which "criminal record status, financial records and citizenship" will be checked. For this purpose the following document needs to be submitted the Senior Manager: Facilities and Security within (14) fourteen days after commencement of the service: List with the full names, surnames and identity numbers of all Directors/Members of the company. List with the full names, surnames and identity numbers of all security personnel to be used to render the required services.	
6	<u>Oath of Secrecy</u>	
6.1	All security personnel as well as management directly involved in the contract, shall at commencement of the services sign an "Oath of Secrecy" declaration and submit the declarations to the Senior Manager: Facilities and Security or his/her representative.	
6.2	The contractor or any of his/her employees may furnish no information concerning the State activities to the public or news media.	
7	<u>Security Equipment/Aids</u>	
7.1	The provision of (2) two Two-way security radios, linked to the service providers security control room for emergency communication and control purposes.	
7.2	The provision of standard security equipment in handcuffs, batons, and torches for nightshifts.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
8	<u>Communication</u>	
8.1	The service provider needs to ensure that a direct means of communication is established and available at all times for security personnel on site, to communicate with the service providers Control room.	:
9	<u>Liaison with CIPC</u>	
9.1	A bi-monthly meeting, where formal discussions can be held between the CIPC representative and contractors supervisor/management or contractor himself/herself, must be held. Minutes of meetings/communication must be kept on file by the official managing the contract.	
9.2	The service provider shall furnish a monthly report of the security service, incidents, etc. which transpired in the previous months to the CIPC Senior Manager: Facilities and Security.	
9.3	The service provider shall be required to keep proper files as well as appropriate documents of all security personnel, employed for the contract rendered to CIPC and have this available for inspection by the CIPC representative for the duration of the contract.	
10	<u>Private Security Industry Regulatory Authority Compliance</u>	
10.1	The bidder is to be registered and in good standing with the Controlling Body and a copy of the Registration Certificate be attached as part of the Bid.	
10.2	The security personnel to be provided by the bidder must be Registered with the Controlling Body and accredited/trained to the Grade required for the service and the Registration Certificates be submitted to the Senior Manager: Facilities and Security or his/her representative within (14) fourteen days after being awarded the bid.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
11.	The security personnel to be provided by the bidder must be in "good standing" with the Controlling Body. CIPC shall subject the organisation as well as security personnel from time to time to ensure they are in compliance. Non-compliance may result in cancellation of the contract and or request for the replacement of security officer.	
12	<u>Supervision and Emergency Assistance</u>	
12.1	The service provider must have a Supervisor/Inspector immediately available on a (24) twenty-four hour basis to react and assist in the event of emergencies.	
12.2	Security Officers must be inspected and visited once per day by the contractor or his representative.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
13	<u>Provision of Personnel in a Crisis Situation</u>	
13.1	The service provider must undertake to provide a certain and reasonable number of staff, as required for the rendering of the services at the site during a crisis situation.	
14	<u>Minimum Wages</u>	
14.1	It is expected that the service provider shall pay his/her employees at least the minimum monthly basic wage, as prescribed for Area concerned as promulgated by the Department of Labour within the Government Gazette.	
15	<u>Labour Unrest Incidents</u>	
15.1	Definition: When officials of CIPC on the site or security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.	
15.2	Labour unrest on site: If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service.	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
16	<u>Illicit Trade</u>	
16.1	Under no circumstance will any security personnel be permitted to trade on the premises, including being involved or participating in any of the CIPC business activities as an "agent".	
17	<u>Liability</u>	
17.1	The service provider will be held responsible for any damage or loss suffered by CIPC as a result of his/her own employee's negligence or intent which originated at the site.	
17.2	CIPC is indemnified against any liability, compensation or legal expenses in respect of the following:	
17.2.1	Loss of life or injuries, which might be sustained by the security personnel during the execution of their duties.	
17.2.2	Damage to or destruction of any equipment or property of the contractor during the execution of their duties.	
17.2.3	Any claims and legal costs which might ensue from acts or omissions committed by the security personnel against a third party, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.	
17.3	The service provider must at his/her own expense take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.	
18.	Statutory Wage Increase: Is the contract price subject to Statutory Wage Increase? The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase:	
19	<u>Pro-rata Decrease in Payment</u>	
19.1	If any specific time the service is not rendered in accordance with the conditions of the contract or the specification (for example the number of security officers is incomplete), CIPC has the right to adjust payment pro-rata. Yes / No:	

Item No.	Description	Bidder Response/Acknowledgement/ attach supporting documents YES /NO
20	<u>Termination of Service</u>	
20.1	CIPC reserve the right to terminate the contract within (30) thirty days written notice to the service provider.	
21	<u>Service Level Agreement</u>	
21.1	The service provider must be willing to enter into a service level agreement based on the requirements listed on these specifications and negotiations must commence within (14) days after acceptance of the contract.	
22.	Compensation Commission Registration Certificate	
23.	Copy of Latest Audited Financial Statements	

NB: bidders are required to provided details as well as supporting documents for all the above information to enable proper evaluation. [FAILURE TO RESPOND TO ALL ITEMS ABOVE AS WELL AS ATTACHING SUPPORTING DOCUMENTATION WILL IMMEDIATELY INVALIDATE THE BID](#)

6.3 PHASE 2b: FUNCTIONAL EVALUATION

All bidders that advance to Phase 2b will be evaluated on the functionality as presented on the bid response by the same panel as for phase 2a.

BIDDERS SCORING 60% OR HIGHER WILL ADVANCE TO PHASE 3.

No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
1.	<p><u>Company Stability</u></p> <p>Demonstrated resources and capacity indicating that you will deliver on such a project successfully.</p> <p>The bidder must attach at least three CV's of the securities to be offered.</p>						20	
2.	<p>Demonstrate company experience in providing similar services. Company Profile: - Vision, Mission, Strategy, Organisation Structure, Staff Component (Permanent/Other), Services Rendered, History of Company since Incorporation. Company Experience – Management Experience, Contracts History</p> <p>The following ratios will apply:</p> <ul style="list-style-type: none"> • 4 years and above = 5 rating • 3 years and above = 4 rating • 2 years + references = 3 rating • 1 years + references = 2 rating 						20	
3.	<p><u>Detailed action plan on:</u></p> <ul style="list-style-type: none"> • How security staff will be managed and control for the duration of the contract i.e parades, reporting, Inspection etc. • What action will be taken in the event of a security labour action / event in the provision of security personnel to render the services 						20	
4.	<p>Provide a list of 3 references of previous similar contracts with letters or testimonials for contract successfully fulfilled from clients. The reference letters / testimonials from clients should be in the letterhead of the companies provided as reference and should contain contract value or size and period. Letters should have contact details :</p> <p>Name of Entities Contract Periods Contract Prices Contact Person's Contact Number's</p> <p>The testimonial letter must have a signature of the authorised client's representative</p> <p><i>CIPC MAY verify references provided.</i></p>						30	
5.	<p>Prospective Bidders to provide proof of their capacity to undertake this Project:</p> <p>Bank rating letter indicating financial standing OR</p> <p>Letter of "Good standing" from the Entity's Financial Institution (Bank)</p> <p>and letter must not be older than 3 months</p>						10	
	Total						100	

Bids will be evaluated on a scale of 1-5 in accordance with the rating as indicated below 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent. NB:

Please provide details for all the above information to enable proper evaluation.

6.4 PHASE 4: 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 4 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. **Price schedule should be provided in a separate envelope.**

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.

7. **BRIEFING SESSION**

A compulsory briefing session shall be held at CIPC offices.

<u>COMPULSORY BRIEFING SESSION/ SITE VISITS</u>	DATE: 06 AUGUST 2019
	TIME: 11:00
	VENUE: THE DEPARTMENT OF TRADE & INDUSTRY BUILDING CAMPUS , BLOCK D, 77 MEINTJIES STREET, SUNNYSIDE, PRETOIRA

A compulsory briefing session shall be held at CIPC offices. Potential bidders note that attendance of this briefing session is compulsory, non-attendance will automatically disqualify a service

8. **SUBMISSION OF PROPOSALS**

Sealed proposals will be received at **THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**

Proposals should be addressed to:

Manager (Supply Chain Management)

THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)

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

Ms Noma Cakata: E-mail: ncakata@cipc.co.za

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 19 AUGUST 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