



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

## **TERMS OF REFERENCE (TOR)**

**CIPC BID NUMBER: 01/2019/2020**

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

**PERIOD: 06 MONTHS**

### **TERMS AND CONDITIONS FOR TENDER**

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 tender specification is based on a specific brand must inform CIPC before tender closing date.
4. Bidders are required to submit an original and valid 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 tender. 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 tender will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. 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.
9. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
11. **All prices must be valid for 120 days**
12. **Potential Bidders will be expected to attend a [COMPULSORY briefing session](#).**
13. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
14. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Commissioner or his delegate.
15. 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.
16. CIPC will enter into Service Level Agreement with the successful service provider.
17. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 7. You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.



18. Fraud and Corruption:

18. 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 miss-representation 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. 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. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

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**

## 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;



Companies and Intellectual  
Property Commission

a member of **the dti** group

- 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.

### 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;
- Revised Salary Bands;
- 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 be 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.

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.

### 14. 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).

**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 proof of registration with the National Central Supplier Database



## 15. 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: 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 (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: Functional evaluation**

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. Please provide information regarding the below mention criterion.



EVALUATION CRITERIA	Rating					Weight %	Total
	1	2	3	4	5		
<b>1. Level of experience of the company</b> <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 years – 3; 5 years – 4; &gt; 5 years - 5</p>						30	
<b>2. Infrastructure capacity</b> <ul style="list-style-type: none"> <li>Suitable and sufficient human resources capacity.</li> </ul> <p>Please include CVs of people who will be responsible for the project</p>						25	
<b>3. Delivery of similar assignments</b> <p>Track record / evidence of timely delivery of projects for OD.</p> <ul style="list-style-type: none"> <li>Provide testimonial letters / (references) from clients that you have delivered this type of service to. (minimum of three references)</li> </ul> <p>Please provide contact details of the clients. CIPC may verify reference provided by bidders</p>						25	
<b>4. Understanding of this brief and CIPC business mandate and strategy; and proper completion of documentation in response for this proposal</b>						10	
<b>5. Project Plan</b> <ul style="list-style-type: none"> <li>Detailed project plan with time frames</li> <li>Clearly defined milestones, correlating to the sections outlined in this invitation.</li> <li>A detailed explanation of the methodology and process to be adopted</li> </ul>						10	
<b>Total</b>						<b>100</b>	



### Scale for the criteria above

1 = very poor

2 = poor

3 = good

4 = very good

5 = excellent

The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows:

#### Note:

- ✓ Functionality will count out of 100 points. Each Bidder must achieve a minimum score of **60** out of 100 on the functionality evaluation to proceed to the next phase.
- ✓ **Individuals that achieve less than 60% on functionality will be disqualified for 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

#### **Phase 3: 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 <small>a member of the dti group</small>
BBBEE	20
<b>Total</b>	<b>100</b>

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

### 13 BRIEFING SESSION

A compulsory briefing session shall be held at CIPC offices.

<b><u>COMPULSORY BRIEFING SESSION</u></b>	<b>DATE: 05 JULY 2019</b> <b>TIME: 11H00</b> <b>VENUE: THE DTI CAMPUS</b> <b>BLOCK D, 77 MEINTJIES STREET SUNNYSIDE,</b> <b>"THE DTI" CAMPUS, PRETORIA.</b>
---	---

### 1. 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

#### A. Enquiries

Supply Chain Enquiries  
Ms Ntombi Maqhula OR Mr Solomon Motshweni  
E-mail: [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za) / [smotshweni@cipc.co.za](mailto:smotshweni@cipc.co.za)

#### B. Technical Enquiries

Senior Manager: Human Capital  
Mr Doctor Mdluli  
Tel: 012 394 5263  
E-mail: [dmdluli@cipc.co.za](mailto:dmdluli@cipc.co.za)