



Companies and Intellectual
Property Commission
a member of the dti group

BIDS ADVERTISEMENT FORM

BID DESCRIPTION	Invitation to reputable companies to participate in a bid for the “storage filing, scanning, dispatch (in hard copy and/or electronic data format) and collection of CIPC documents”	
BID NUMBER	CIPC BID NUMBER: 08/2015/2016	
NAME OF INSTITUTION	COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)	
THE PLACE WHERE GOODS WORKS OR SERVICES ARE REQUIRED	PRETORIA	
BID OPENING	DATE: 11 SEPTEMBER 2015	
BID CLOSING	DATE: 09 OCTOBER 2015	TIME: 11H00
CONTACT DETAILS	POSTAL ADDRESS	P.O. BOX 429, PRETORIA ,0001
	PHYSICAL ADDRESS	THE BID BOX IS SITUATED AT: CIPC, MAIN RECEPTION, ENTFUTUKWENI BUILDING (BLOCK “F”), 77 MEINTJIES STREET, SUNNYSIDE, “THE DTI” CAMPUS, PRETORIA.
	TEL	Tel: +27 (12) 394-5344
	EMAIL	NMAQHULA@CIPC.CO.ZA
	CONTACT PERSON	NTOMBI MAQHULA
A FEE OF R 100.00 IS PAYABLE BEFORE RECEIPT OF THE BID DOCUMENT	PROOF OF PAYMENT SHOULD BE ATTACHED TO THE SUBMITTED PROPOSAL	
PAYMENT DETAILS	ACCOUNT NAME: COMPANIES AND INTELLECTUAL PROPERTY COMMISSION	
	BANK: ABSA	
	ACCOUNT NUMBER: 4055272046	
FAILURE TO PROVIDE PROOF OF PAYMENT WILL DISQUALIFY THE BID		
WHERE BIDS CAN BE COLLECTED	AT CIPC, MAIN RECEPTION, ENTFUTUKWENI BUILDING (BLOCK “F”), 77 MEINTJIES STREET, SUNNYSIDE, “THE DTI” CAMPUS, PRETORIA OR CIPC WEBSITE UNDER TENDERS, www.cipc.co.za OR EMAIL: NMAQHULA@CIPC.CO.ZA	
WHERE BIDS SHOULD BE DELIVERED	THE BID BOX IS SITUATED AT: CIPC, MAIN RECEPTION, ENTFUTUKWENI BUILDING (BLOCK “F”), 77 MEINTJIES STREET, SUNNYSIDE, “THE DTI” CAMPUS, PRETORIA.	
CATEGORY (REFER ANNEXURE A)	SERVICES:	
SECTOR	PUBLIC ENTITY	
REGION	GAUTENG	
BRIEFING SESSION:	DATE: 30 SEPTEMBER 2015	TIME: 10H00
VENUE:	ENTFUTUKWENI BUILDING (BLOCK “F” ROOM 7 NDYANGU BOARDROOM), 77 MEINTJIES STREET, SUNNYSIDE, “THE DTI” CAMPUS, PRETORIA:	

TENDER DOCUMENTATION

1. Bidders should ensure that bids are delivered in time to the correct address. Late proposals will not be accepted for consideration.
2. All bids must be submitted on the official forms – (not to be re-typed)
3. Bidders should ensure that bids are delivered timeously to the correct address, bids submitted by telegram, Facsimile or other similar apparatus will not be accepted for consideration.
4. This bid is inter alia subject to the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
5. The following particulars must be furnished.

5.1 BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub Contractors	
Other	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Fax Number	
Postal Address	
Physical Address	

If Individual:	
Name of Bidder	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Mobile Number	
E-mail address	
Fax Number	
Postal Address	
Physical Address	

6. PLEASE SEE ATTACHED SBD (STANDARD BIDDING DOCUMENTS THAT NEED TO BE COMPLETED AND SUBMITTED) AND ATTACHEMENTS

- ❖ Annexure A: SBD 1: INVITATION TO BID
- ❖ Annexure B: SBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS
- ❖ Annexure C : SBD 3: PRICING SCHEDULE- **MUST BE PRINTED AND PLACED IN A SEPARATE SEALED ENVELOP (STATING THE TOTAL BID PRICE)**
- ❖ Annexure D: SBD 4: DECLARATION OF INTEREST
- ❖ Annexure E: SBD 6.1: PREFERENCE POINTS CLAIM
- ❖ Annexure F : SDD 8: DECLARATION OF INTEREST
- ❖ Annexure G: SBD 9: CERTIFICATE IF INDEPENDENT BID
- ❖ Annexure H: TERMS OF REFERENCE (SPECIFICATIONS) **PAGE 44**

7. CONFIDENTIAL INFORMATION DISCLOSURE NOTICE.

- 7.1 This document may contain confidential information that is the property of CIPC.
- 7.2 .No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from CIPC.
- 7.3 All copyrights and Intellectual Property herein vests with CIPC.

8. INTRODUCTION

8.1 PURPOSE OF BID.

- 8.1.1 The purpose of this RFB (request for bid) (is an invitation to potential suppliers (hereinafter referred to as “Bidders”) to submit Bids for the items/products/solutions or services as detailed under Technical/solution specification or Terms of Reference.

8.2 OBJECTIVES.

- 8.2.1 Compliance with all relevant legislations and regulations.
- 8.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria CIPC intends to select a preferred bidder/s with the view of concluding a service a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 90/10 preferential points system.**

8.3 ENQUIRIES

- 8.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below. Under no circumstances may any other employee within CIPC be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. CIPC reserves the right to place responses to such queries on the website.

Ms Ntombi Maqhula	Telephone	012 394-5344
	E-mail	Nmaqhula@cipc.co.za

9. Definitions

- 9.1 The Companies and Intellectual Property Commission [hereinafter referred to as “CIPC”] was in terms of the provisions of the Public Finance Management Act (PFMA), established as a trading entity on 4 March 2002. Its formulation brought together the South African Companies Registration Office (SACRO) and the South African Patents and Trademarks Office (SAPTO), both former directorates of **the dti**.
- 9.2 CIPC, a trading entity within the Department of Trade and Industry, exists to register businesses and intellectual property rights, maintain related registers and develop information for disclosure to stakeholders.
- 9.3 “Acceptable Bid”-means any bid, which, in all respects complies with the specifications and conditions of the Request for bid as set out in this document.
- 9.4 “Acts” – Means the Preferential Procurement Policy Framework Act. (Act No 5 of 2000).

- 9.5 **“Agent”** – means a person mandated by another person (“the principal”) to do business for and on behalf of or to represent in business transaction the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.
- 9.6 **“Bid”** – means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- 9.7 **“Bidders”** – means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by CIPC to submit a bid in response to this bid invitation.
- 9.8 **“Client”** – means internal and external customers that participate in CIPC registration processes.
- 9.9 **“Comparative Price”** -- means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 9.10 **“Consortium”** – means several entities joining forces as an umbrella entity to gain strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 9.11 **“Firm Price”** – means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 9.12 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to CIPRO or CIPC’s delegate by the successful vendor in terms of this bid.
- 9.13 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.
- 9.14 **“Hosting Partners”** – means companies who entered into an agreement with CIPC in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.
- 9.15 **“Internal Collaboration”** – means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks
- 9.16 **“Joint Ownership”** – (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
- 9.17 **“Joint Venture” - (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about

sharing risk with others and providing one or more missing and needed assets and competencies.

- 9.18 **“Licenses”** - means conditional use of another party’s intellectual property rights.
- 9.19 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 9.20 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
- 9.21 **“Organ of State”** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
- 9.22 **“Person(s)”** - refers to a natural and/or juristic person(s).
- 9.23 **“Rand Value”** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- 9.24 **“Successful Vendor”** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
- 9.25 **“Prime Vendor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 9.26 **“Vendor Agent”** - means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against CIPC or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of CIPC or an organ of state.
- 9.27 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 9.28 **“Service Partners”** - means any successful vendor who is awarded the proposal or who entered into an agreement with CIPC and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- 9.29 **“Support Partners”** – means any successful vendor who entered into partnership agreement with CIPC and/or its clients for the provision of support services to a specific solution.
- 9.30 **“Sub-Contracting”** - means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
- 9.31 **“Trust”** - means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 9.32 **“Trustee”** - means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

10. ACRONYMS AND ABBREVIATIONS

- I. The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
BEE	Black Economic Empowerment.
CPI	Consumer Price Index.
COTS	Commercial of the shelf system
DTI	Department of Trade and Industry
HDI	Historically Disadvantaged Individuals
EDMS	Electronic Document Management System
IS	Information Systems
ISO	International Standard Organization
IT	Information Technology
LAN	Local Area Network
NIA	National Intelligence Agency
OCR/ICR	Optical Character Recognition/Intellectual Character Recognition
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RSA	Republic of South Africa
SITA	State Information Technology Agency
SLA	Service Level Agreement
SW	Software
WAN	Wide Area Network
WF	Weighing factor

11. GENERAL RULES AND INSTRUCTIONS.

11.1 CONFIDENTIALITY.

11.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

11.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business

information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

11.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of CIPC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

11.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent CIPC's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, CIPC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

11.1.5 Any documentation, software or records relating to confidential information of CIPC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- Shall be deemed to form part of the confidential information of CIPC.
- Shall be deemed to be the property of CIPC.
- shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- Shall be surrendered to CIPC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

11.2 News and press releases.

11.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with CIPC.

11.3 Precedence of documents.

- 11.3.1 **11.3.1** This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
- 11.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Vendors shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that CIPC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by CIPC.
- 11.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of CIPC as to which of these stipulations are applicable and to what extent. Vendors are hereby acknowledging that the decision of CIPC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

11.4 PREFERENTIAL PROCUREMENT REFORM.

- 11.4.1 CIPC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, CIPC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 11.4.2 **CIPC will apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.**
- 11.4.3 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and sub contractors, the preference certificate must be completed for each legal.

11.5 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME.

11.5.1 The Industrial Participation (IP) policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. This programme is intended to enable the DTI to negotiate obligation agreements, such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development collaboration, with service that have imported content. Clearance must be obtained from the DTI prior the award of any bid that has imported content in excess of R10 million (ten million rands).

11.6 LANGUAGE

11.6.1 Bids shall be submitted in **English**.

11.7 GENDER

11.7.1 Any word implying any gender shall be interpreted to imply all other genders.

11.8 HEADINGS

11.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

11.9 SECURITY CLEARANCES.

11.9.1 Employees and sub-contractors of the vendors *may* be required to be in possession of valid security clearances to the level determined by NIA and/or CIPC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

11.10 FORMAL CONTRACT

11.10.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between CIPC and the enterprise(s) to whom CIPC awards the bid in whole or in part.

11.10.2 a mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between CIPC and any vendor.

11.11 INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSAL.

11.11.1 **One (1) original and one (1) copy and (PDF).of the Bid shall be submitted on the date of closure of the Bid.**

- **NB: PRICING/ COSTING SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**
- The original copy **MUST BE SIGNED IN INK** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

- Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
 - Bids must be submitted in a prescribed response format herewith reflected as [Response Format](#), and be **sealed in an envelope**.
- 11.11.1.1 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 11.11.1.2 Bids must be submitted in a prescribed response format herewith reflected as [Response Format](#), and be sealed in an envelope.
- 11.11.1.3 Bids must be deposited into CIPC's Bid Box on or before, **09 OCTOBER 2015 not later than 11h00**. The Bid Box is situated at the Entfufukweni Building, Block F, Ground Floor (Reception), The DTI Campus.
- 11.11.1.4 The physical size of the envelope must be limited to Depth = **750mm x Width = 380mm x Height = 140mm** as the bid box aperture cannot accommodate larger sizes.
- 11.11.1.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.
- 11.11.1.6 **Bids received after the time stipulated will not be considered.**
- 11.11.1.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement will result in your proposal being treated as a "late proposal" and will not be entertained. Such proposal will be returned to the respective vendors.
- 11.11.1.8 **A non-refundable fee of one hundred rand (R 100.00) will be charged for bid documents, (if Consortium, Joint Venture of Sub contractor only one (1) payment per tender response must be submitted).**
- 11.11.1.9 No proposal shall be accepted by CIPC if submitted in any manner other than as **prescribed above**

12. RESPONSE FORMAT

- 12.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so will result in rejecting vendor's response. No referrals may be made to comment. Failure to comply will result in the bidder being penalized

12.2.1. MANDATORY DOCUMENTS.

12.2.1.1 Original and valid tax clearance certificate (no certified or scanned copy will be accepted). If a Consortium or Joint Venture. Original and valid Tax Clearance Certificate must be submitted for each member.

1.2.2.1.2 **Proof of payment must be attached upon submission of the document.**

12.2.2 Executive Summary

12.2.2.1 The executive summary must cover the following:

- The Bidder needs to indicate to us that he is responding as a Prime contractor, joint venture, consortium or partnership and list the parties concerned
- Bidder needs to inform us that as the executive committee of the company we have duly designated the following employee name and surname to act on our behalf for the consortium, joint venture, partnership or Prime contractor.
- The Bidder markets themselves by informing us that they have done similar work for other companies and must provide us with contact details as references.
- The Bidder gives us a short summary or clarification of their response.

12.2.3 BIDDER PROFILE

- Individual company/joint venture/consortium shareholders certificate(s)
- Credentials of the company/consortium members etc
- Structure of the company/ consortium members etc.
- Legal agreement between Partners, subcontractors, joint venture or consortium. In case of joint venture include *Memorandum of Understanding* governing the partnership. Whereas in the consortium, partners must submit resolutions and documentation substantiating the latter.

12.3 BIDDER BACKGROUND INFORMATION MATERIALS:

12.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

12.3.2 Standards – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.

12.3. Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

12.3.4 Corporate Financial Status - Audited financial statements from the most recent financial year, and the preceding two financial years:

12.3.4.1 Indicate the percentage of total annual revenue that the proposed service generated for the most recent and the preceding two financial years.

12.4. LIST OF PERSONNEL

12.4.1 List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform the tasks or functions to be assigned (include CV's).

12.4.2 Identify key personnel, by employer (include sub-Contractor(s)), and provide contact information.

13. SPECIAL CONDITIONS/ REQUIREMENTS

- Travel between the prospective contractors place of work to **the dti** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 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).
- No advance payment would be made. Payment would be made in terms of the agreement signed between CIPC and the service provider. Invoices shall be entertained in terms of the PFMA and therefore paid within (30) days on receipt of an invoice
- The price quoted by the services must include Value Added Tax (VAT). Failing to comply with the condition will invalidate the prospective bidder's bid.
- The successful Bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information. Failing to comply with the condition will invalidate the prospective bidder's bid.
- CIPC will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.
- The successful bidder and its Shareholders and Members, may be subjected to a security screening conducted by the NIA (National Intelligence Agency).
- The employees of the successful bidder, directly involved in the project, may also be subjected to a formal security clearance process. In the event of the employee not being security competent the company shall be requested to immediately replace the employee with a security competent person. In addition, all persons directly involved in the project shall be required to sign a "declaration of secrecy".
- The successful Bidder will be required to enter into a Service Level Agreement with CIPC, within One (1) month after receiving official confirmation of being awarded the Bid.

- The Bidder shall bear all costs and expenses associated with preparation and submission of its tender, and the corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.
- The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)/ SERVICE LEVEL AGREEMENT

14. REASONS FOR DISQUALIFICATION

- 14.1 CIPC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
 - 14.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
 - 14.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFB;
 - 14.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
 - 14.1.5 Bidders who received information not available to other vendors through fraudulent means; and/or
 - 14.1.6 bidders who do not comply with *mandatory requirements* as stipulated in this RFB.
 - 14.1.7 Bidders who have been blacklisted as per the National treasury database
 - 14.1.8 Bidders who fail to pay/submit proof of payment
- 14.2 There will be **NO PUBLIC OPENING** of the Bids received; however, the list of bids received may be published on the CIPC website. There will be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of CIPC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means will not be considered.
- 14.3 No Bids from any bidder will be accepted if sent via the Internet or e-mail.
- 14.4 All questions in respect of this proposal must be addressed by emailed to: Nmaqhula@cipc.co.za

BID PREPARATION

- 15.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the equipment and/or services offered etc. shall be neatly bound as part of the schedule concerned.
- 15.2 All responses with regard to questions posed in the bid documents shall be answered in accordance with the prescribed **RFB Response Format**.

15.3 ORAL PRESENTATION AND BRIEFING SESSIONS

- 15.3.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to CIPC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CIPC will schedule the time and location of these presentations. Oral presentations are an option of CIPC and may or may not be conducted. No briefing session.
- 15.3.2 All questions after the compulsory information/briefing session must be sent per e-mail to Nmaghula@cipc.co.za
- 15.3.3 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform CIPC not later than three (3) working days after the briefing session or seven (7) working days if there is no compulsory briefing session.

15. GENERAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and are required to explicitly state either "Comply/Accept (with a√)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

The laws of the Republic of South Africa shall govern this RFB and any agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.	Accept	Do not accept
CIPC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	Accept	Do not accept
CIPC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two (2) days after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept
In the case of consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept
CIPC reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept
Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept
By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept
Where applicable, CIPC reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	Accept	Do not accept
CIPC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept
The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified.	Accept	Do not accept
Should the bidder withdraw the proposal before the proposal validity period expires, CIPC reserves the right to recover any additional expense incurred by CIPC having to accept any less favorable proposal or the additional expenditure incurred by CIPC in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept
Delivery of and acceptance of correspondence between CIPC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. CIPC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that CIPC reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept
In the case of a consortium or JV each of the authorized enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept
Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by CIPC authorized signatory and added to this RFB as an addendum.	Accept	Do not accept
Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept
<u>Bidders who make use of sub-contractors.</u> The proposal will however be awarded to the bidder as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between CIPC and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept
No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept
Evaluation of Bids will be performed by an evaluation panel established by CIPC. Bids will be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for a combination of functionality and price is 90, and the maximum number of preference points that may be claimed for BEE (as per PPPFA) is 10.	Accept	Do not accept
CIPC will not be held liable for any expenses incurred by bidders, in preparing and submitting the proposal.	Accept	Do not accept
If the successful bidder disregards contractual specifications, this action may result in the	Accept	Do not accept

The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract.	Accept	Do not accept
All bidders' who are tertiary institutions or public companies cannot claim preferential points as per the PPPFA regulations of 2001: 13. (5b).	Accept	Do not accept
All bidders' who do not sign the declaration forms will not be considered for preference points.	Accept	Do not accept
In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks.	Accept	Do not accept
CIPC will not respond to any enquiries seventy-two (72) hours before the closing date of the bid	Accept	Do not accept
Should the bidder change any wording or phrase in this document, the bid will be evaluated as though no change has been effected and the original wording or phrasing will be used.	Accept	Do not accept
Should the evaluation of this bid not be completed within the validity period of the bid, CIPC has discretion to extend the validity period.	Accept	Do not accept
Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required timeframes and in writing on whether or not s/he agrees to hold his/her original bid responses valid under the same terms and conditions for a further period.	Accept	Do not accept
CIPC will not make any upfront/deposit payments to a successful service provider. Payments will only be made in accordance to the deliverables that will be agreed upon by the both parties.	Accept	Do not accept
Respondents may not alter the wording of any criterion/question posed in this document. During the evaluation, it shall be assumed that all criteria/questions are worded as they were in the original document and the answers shall be evaluated on this basis	Accept	Do not accept

ANNEXURE “A”

SBD 1

INVITATION TO BID

Please attach proof of payment

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CIPC)

BID NUMBER CIPC 08/2015/2016 CLOSING DATE: 09 OCTOBER 2015 CLOSING TIME: 11:00

BID DISCRIPTION: INVITATION TO REPUTABLE COMPANIES TO PARTICIPATE IN A BID FOR THE “STORAGE FILING, SCANNING, DISPATCH (IN HARD COPY AND/OR ELECTRONIC DATA FORMAT) AND COLLECTION OF CIPC DOCUMENTS”.
--

BID DOCUMENTS MAY BE POSTED TO:

77 Mentjies Street,
Sunnyside Pretoria,
dti Campus Block F,
Ground Floor

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

77 Mentjies Street,
Sunnyside Pretoria,
dti Campus Block F,
Ground Floor

The bid box is generally open 24 hours a day, 7 days a week.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: CODE.....NUMBER.....

CELLPHONE NUMBER :

FACSIMILE NUMBER: CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....☐

A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

IF YES ENCLOSE PROOF

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS

.....SIGNED.....

ANNEXURE “B”

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

ANNEXURE "C"

(TO BE PLACED IN A SEPARATE SEALED ENVELOP: "MARKED WITH THE BIDDER'S NAME")

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number.....

Closing Time 11:00 on

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
---------	----------	-------------	---

TOTAL BID AMOUNT: R..... FOR A PERIOD OF

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

-	Required by:
-	At:
-	Brand and model
-	Country of origin
-	Does offer comply with specification?	*YES/NO
-	If not to specification, indicate deviation(s)
-	Period required for delivery
-	Delivery basis (all delivery costs must be included in the bid price)	*Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
*Delete if not applicable

Any enquiries regarding bidding procedures may be directed to the

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC): SUPPLY CHAIN INFORMATION

Ms NTOMBI MAQHULA: NMAQHULA@CIPC.CO.ZA OR Mr. Solomon Motshweni: SMotshweni@CIPC.co.za

OR FOR TECHNICAL INFORMATION

Ms Rehelda Williams: rwilliams@cipc.co.za

Annexure “D”

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
Tax Reference Number:
 - 2.5 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

May 2011

ANNEXURE “E”

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION
	Total points for Price and B-BBEE must not exceed	100
1.4	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5.	The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	
2.	DEFINITIONS	
2..1	“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;	
2.2	“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;	
2.3	“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;	
2.4	“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;	
2.5	“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);	
2.6	“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;	
2.7	“consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;	

- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal

points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

SIGNATURE(S) OF BIDDER(S)

WITNESSES:

1.

2.

DATE:

ADDRESS:

.....

.....

ANNEXURE “F”

SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE “G”

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: _____

Description _____

in response to the invitation for the bid made by: _____

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Continuation:- SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Continuation:-SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE “H”

TERMS OF REFERENCE

CIPC BID NUMBER 08/2015/2016

DISCRIPTION: INVITATION TO REPUTABLE COMPANIES TO PARTICIPATE IN A BID FOR THE “STORAGE FILING, SCANNING, DISPATCH (IN HARD COPY AND/OR ELECTRONIC DATA FORMAT) AND COLLECTION OF CIPC DOCUMENTS”.

CONTRACT PERIOD: FIVE (5) YEARS

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 RFQ 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 90/10 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 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.**
9. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
11. 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.
12. 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 her delegate.
13. 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.
14. CIPC will enter into Service Level Agreement with the successful Service Provider.
15. **CIPC reserves the right not to award this bid to any prospective bidder or to split the award**

16. **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 shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it 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 (RFT).

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

.....
Signature

.....
Date

BACKGROUND

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. CIPC wishes to invite reputable companies to participate in a bid for the “Storage, Filing, Scanning, Dispatch (in hard copy and/or electronic data format) and Collection of CIPC documents”.

CIPC records (files, documents, data tapes, microfiche, etc.) are currently stored at Metrofile, Roseville and of which the contract with Metrofile will be coming to an end on 31 December 2015. The newly appointed successful bidder will be required to have a safe and secure and adequate file storage facility readily available, which is in accordance to the minimum NARS requirement for the storage of records to be inspected as part of the bid evaluation.

Scope of Work

On being awarded the contract, the successful bidder will be required to:

- Collect all CIPC records from the Metrofile storage facility and CIPC offices at the dti Campus, 77 Meintje Street, Sunnyside or Sunnypark Shopping Centre, corner of Steve Biko and Robert Sobukwe streets, Sunnyside.
- Verify the records received and compile an inventory and electronic database thereof.
- Secure the records in storage facility and whilst in transit to storage facility and or the CIPC offices for the duration of the contract.
- Develop and maintain a record management system capable for the management-, tracking- of files, etc. and an electronic request programme, including generating statistical reports.
- Physically deliver and collect CIPC files, documents, tapes, etc. requested, to the CIPC offices at the dti Campus, 77 Meintje Street, Sunnyside or Sunnypark Shopping Centre, corner of Steve Biko and Robert Sobukwe streets, Sunnyside at request.
- Retrieve files, documents, etc. from the storage facility and scan into an agreed image format and dispatch electronically to CIPC via a secured and encrypted network or placed on a secured data base to which CIPC has access to retrieve such electronic image(s).

Storage Facility

1. Location:

The document storage facility must not be further than 10km from the CIPC Offices in Sunnyside, Pretoria.

2. Storage Area:

The storage facility must be large enough to cater for the current CIPC files, documents, records, etc. within the Metrofile facility as well as CIPC offices and expansion of 5% per annum over the contract period.

3. NARS Standards:

The prescripts of the National Archives and Record Service of South Africa Act, 1996 (Act 43 of 1996) need to be complied with in respect of all aspects.

The physical building structure, doors, windows, ceiling, roof, floor, air-conditioning, water pipes, electrical installations, etc. of the facility must be in compliance with NARS standards in respect of being constructed of non-flammable materials and minimise possible electrical faults.

The positioning and location of racks, shelves, cabinets, etc. in/on which records are to be stored, must be constructed of non-flammable materials and placed in areas where the risks of fire-, water-, humidity-, electrical- and normal light exposure-, as well as dust- and pest- damage is minimised.

4. Security:

Adequate physical security measures need to be in place from the outer perimeter, secured windows and doors, access control, CCTV monitoring, Intrusion- and Fire detection to comply with the MISS (Minimum Information Security Standards Policy) as approved in cabinet on 6 December 1996.

The premises also needs be secured by means of a fire suppression system which will not damage any of CIPC records, data, etc.

The premises needs to be safeguarded by a 24 hours security guarding service controlling access in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).

5. Safety:

The premises must be in compliance with the prescripts of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

6. Emergency Power:

The premises must be equipped with an emergency back-up power supply, uninterrupted power supply to ensure continuity of business in the event of a power failure, load shedding, etc. to cater for a period of at least (4) four hours.

Service Provider Staff

1. Security Competency:

The company, directors and all staff directly involved with the contract will be subjected to security screening and vetting by the State Security Agency.

Staff directly involved need to be security competent and thus any person found not to be security competent will be required to immediately be replaced by a security competent person.

2. Oath of Secrecy:

All staff directly involved will be required to sign an "Oath of Secrecy" and be bound to the Protection of Information Act, 1982 (Act 84 of 1982).

Service to be rendered

1. Collection:

The successful Bidder shall be required to collect the following approximate number of CIPC files, documents, records, data, etc. from the Metrofile Warehouse, Old Mutual Roseville Park, corner of Eskia Mphahlele Drive and Moot Street, Roseville, Pretoria:

• Close Corporations	2,763,830
• Companies	1,482,260
• Trademarks	1,009,066
• Patents	574,676
• Cooperatives	115,687
• Designs	64,742
• Copyrights	6,941
• Defensive Names	6,658
• Human Resource	5,061

• Financial Management	526
• Information Services	14
• Legal	806
• Legal Services/Compliance/Law Enforcement	2

TOTAL files at Metrofile as on 15 July 2015 **6,030,269**

The actual number until the end December 2015 may increase with an estimated number of 200,000 as not all business processes and functions are automated. Active and other files in use at CIPC offices at the dti Campus, 77 Meintje Street, Sunnyside and Sunnypark Shopping Centre, corner of Steve Biko and Robert Sobukwe Streets, Sunnyside will therefore not be at Metrofile and also need to be collected and moved to the storage facility.

2. Document Tracking and Management:

All documents taken on by the successful Bidder needs to be verified and taken on into a “Document Management” system and CIPC report of such provided to the CIPC representative. Document Management system must include a “tracking” function in which CIPC records could immediately be tracked whether in the storage facility, in transit or with a CIPC official.

The nominated CIPC representatives must be provided access to the management system for management purposes. The management system must cater for various “exceptional reports”, per type, unit, individual, per day, week, month, etc. i.e. Number of files;

- In storage facility,
- In transit,
- At CIPC,
- New taken on,
- Scanned, etc.

The successful Bidder shall be required to provide a weekly statistical report on activities as agreed within the contract negotiations.

3. Storage:

The documents collected for storage need to be sorted and filed in accordance to the NARS approved CIPC File plan and placed within boxes, within filing racks on shelves in such a manner that it will be easily retrieved when required. The files/documents, etc. need to be well preserved and carefully handled at all times to ensure no damage or

destruction of such information. All files and boxes that have noticeable damage as a result of regular handling need to be replaced to prevent any further damage.

4. Scanning:

All files, documents requested by CIPC in which the physical file is not required, need to be scanned into a CIPC approved image file format of which the image quality is not less than the set standard of 300DPI. All files are to be prepared for scanning ensuring that all staples, etc. which could damage the scanning equipment or documents during the scanning process is removed.

The preparation phase prior to scanning is deemed to be the most important phase as the documents within the files need to be sorted into the specific approved format (sequence) and a separator page placed between the different types of pages to ensure that this is correctly positioned in the electronic file/folder before being secured onto the data repository. All documents which are damaged or of which the paper is brittle need to be handled with special care to prevent any further damage to such.

Documents of which the ink has faded and written information is not clearly visible need to be handled with care and the scanning process adjusted to ensure that the best possible image is obtained during the scanning process.

All scanned images and files need to be subjected to a quality control process in which all information is assessed to ensure acceptable quality of all images as well as the sequence of documents.

The physical documents need to be reassembled in the approved sequence and the file stored in the area designated into an “archive” section where scanned files are preserved and stored. All records whether in hard copy or electronic document format shall be and remain the property of CIPC. The successful Bidder shall not be permitted to disclose any such information, in any form whatsoever, to any 3rd party.

5. Scanning Image Format:

The documents need to be scanned into a secure file format in which information could not be altered or amended in any manner to ensure the integrity of such information. Later changes to company information should be in the same format and any new additions/transactions are to be located in the correct and designated electronic files/folders.

The format must consist of the following capabilities to interface with CIPC system applications:

- PDF
- TIFF

6. Electronic Repository:

The scanned image files need to be secured within an encrypted repository from where the electronic documents shall be retrieved at request and dispatched to CIPC. Access to the Electronic Repository needs to be restricted to authorised officials only, and passwords need to be regularly be changed to secure the repository. All files scanned shall remain the property of CIPC and the Bidder shall under no circumstances provide any information to unauthorised persons, 3rd parties or any person or institution without prior written authorisation from the Commissioner or his/her representative. A regular back-up is to be made of all information within the repository to minimise the loss of information in the event of a disaster within the premises.

7. Dispatch:

The files requested by CIPC shall need to be dispatched in two methods, namely the physical files which need to be transported to CIPC by road and the electronic image files to be electronically sent to CIPC. The physical files to be transported, as the only record which CIPC has, need to be transported in an enclosed vehicle of which the compartment is locked at all times whilst in transit. The loss of any such information is to immediately be reported to the South African Security Services as well as the CIPC representative, to whom the official SAPS case number i.e. Hercules CAS 1/7/2015 is to be submitted with a written report and a sworn/affirmed affidavit pertaining to the circumstances surrounding the loss.

The Document Management System must display records of all files dispatched with audit trail for future reference when required.

The delivery of physical files shall be in two categories, namely the “urgent” and “normal” requests in which the respective files are to be delivered **within (2) two hours and (6) six hours**. The delivery physical files requested as “urgent” shall be on an ad hoc basis as and when required and the “normal” requests at least a delivery twice per day, once in the morning and once in the afternoon.

The electronic image files requested need to be sent via the secure encrypted network or deposited within the electronic repository within (48) hours of the request in cases where the files has not yet been scanned and within (4) four hours where the files have been scanned. The electronic data shall only be dispatched via a secured and encrypted network to prevent any security breach or the integrity of the information from being compromised.

8. Electronic Data Disclosures:

This system should make CIPC Scanned Documents and Data available for CIPC Officials and CIPC Customers to view the data and bill the customers on a pay per view basis. This needs to be a web based systems that is branded as a CIPC Website. This system will need to integrate with the existing CIPC Billing System.

Other

1. Operating Hours:

The required operating hours for the storage facility is to be weekdays from Mondays to Fridays between the hours 07:00 and 16:00 hours. The service provider may be required to render services after the official hours in the event of CIPC embarking on a project requiring staff to work overtime. In the event of the service required outside the office hours, this shall only be with prior written notice from CIPC at least (7) working days prior to the date the service is to be rendered.

2. Insurance:

The service provider shall be required to have sufficient insurance, including public liability for the assets, information being under their control whilst in storage, transit, etc. Proof of such adequate insurance must be provided to CIPC at signing the SLA and be in place for the duration of the contract.

3. Performance Guarantee:

The Bidder shall be required to submit a "Form of Guarantee" of an Insurance Company or Financial Institution or both with the successful Bidder, in a sum equal to 10% of the bid price, for due performance of the contract within (10) working days after being awarded the contract and accepting the "Letter of Award". CIPC shall withhold all payments until this obligation is complied with. The successful Bidder shall bear all costs in respect of such "guarantee".

4. Special Conditions:

- The successful Bidder must ensure that the work is only confined to the scope of the work as defined and agreed to.
- No advance payments shall be made as payments shall only be made in terms of deliverables, unless otherwise agreed to by both parties (CIPC and the successful bidder).
- CIPC shall pay within the prescribed period in accordance to the PFMA.
- The price quoted for the service must include Value Added Tax (VAT).

- The successful bidder must at all times abide and comply with CIPC policies and procedures, as well as maintain a high level of confidentiality of information.
- All information, documents, programmes and reports must be regarded as confidential and may not be divulged to any unauthorised person or institution, without the written consent of the Commissioner or his/her delegate.
- **All potential bidders need to attend a compulsory “site briefing session” and failure to such shall immediately invalidate the bid.**
- **The potential bidders must have a storage facility immediately available and not still to be constructed or construction in progress as any bid with an incomplete facility shall be invalidated.**
- **All bids must contain the following information for evaluation:**
 - **Company Profile**
 - **Methodology of execution of the contract**
 - **Project Plan**
 - **Storage Facility details**
 - **Price Schedule (sealed in separate envelop)**

Failure to submit the above information shall immediately invalidate the bid.

5. Contract:

The contract period shall be for a minimum period of (5) years with the option of extending the contract for a further (5) years. The service provider will not be permitted to abdicate any responsibilities in terms of the contract awarded or transfer such to a 2nd or 3rd party without prior approval of the Commissioner or his/her representative during the contract period.

6. Service Level Agreement:

The successful Bidder shall be required to enter into a “Service Level Agreement” with CIPC within (10) ten working days after receiving the official letter confirming “Award of the Bid”.

7. Copyright:

Copyright of all documentation, electronic data, programme source codes, manuals, and documents produced or prepared for CIPC in respect of this Bid, (including training material) by or on behalf of the Bidder or emanating from this Contract shall vest in CIPC, which shall have the right to adopt such for other projects. Any base systems, programme source codes, technical manuals or adaptations developed by the Bidder or its supplier prior to this Contract will be excluded. The Bidder shall not, without written consent of 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 Bidder shall deliver such documentation to CIPC, immediately upon expiry or termination of the Contract.

8. Bid Requirements:

Bidders are required to complete and submit the following in respect of this Bid:

- Comprehensive company profile.
- Copy of Company Registration Document.
- Original valid TAX Clearance Certificate.
- BEE Certificate.
- Methodology on how the requirements of the contract as per the scope of work will be executed.
- Include a project plan for the execution of collecting and storing the files/documents currently held at Metrofile.
- Provide full details of the storage facility where the files/records, etc. shall be held (location, description of building structure, security and safety measures, racks, size, scanning equipment, staff number, vehicles, etc.
- Agree to that the CIPC Bid Evaluation Committee visit the proposed site for evaluation of this Bid.
- Provide a list of references (with contact details and volume of files stored) in respect of clients to whom a service is currently being rendered, as well as previous clients.

9. Evaluation Process:

The evaluation will be conducted on all information provided by Bidders as and Phase1 will entail the “functionality” and only bids scoring 60% and above will proceed to Phase 2, which entails the site visit and presentation by bidders whom also need to score 60% to proceed to Phase 3.

1. **Evaluation Process (Phases)**

The evaluation will be completed in 3 phases:

- **Phase 1:** Compliance to minimum requirements;
- **Phase 2:** Functional evaluation;
- **Phase 3** site visit and presentation by bidders
- **Phase 4:** 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.

Phase 2: Functional evaluation

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the ability to deliver the service as specified in the bid. Functionality will count out of 100 and bidders must achieve a minimum of 60% out of 100 to proceed to the next phase. Bidders achieving less 60% will not be evaluated further.

Phase 3: Site visit and Presentation by bidders

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance

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 2 will be evaluated in accordance with the 90/10 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	90
BBBEE	10
Total	100

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

Functionality Evaluation

EVALUATION CRITERIA	Rating					Weight %	Total
	1	2	3	4	5		
PHASE 1: Functionality Evaluation							
Approach and Methodology						10	
Management & Resource Component						15	
Demonstrate Experience in Documents Storage						15	
Demonstrate Experience in Documents Scanning						15	
Financial Stability						5	
Total						60	

Bidders achieving less 60% will not be evaluated further

EVALUATION CRITERIA	Rating					Weight %	Total
	1	2	3	4	5		
PHASE 2: Site Visit & Presentation:							
Warehouse Location						3	
Warehouse Filing Infrastructure						15	
Warehouse Storage Facility						15	
Warehouse Scanning Facility						7	
Total						40	

Bids were 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

Bidders achieving less 60% will not be evaluated further

NB: Bidders can provide any additional information as part of their bid, which they are of opinion could be utilised for evaluation of their bids. **The bidder with the highest score will be recommended as the successful vendor.**

11. **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

12. **ENQUIRIES**

a. SUPPLY CHAIN QUERIES TO BE ADDRESSED TO

Mr. Solomon Motshweni-

Email: Smotshweni@cipc.co.za

b. TECHNICAL QUERIES TO BE ADDRESSED TO

Mr. Andre Oosthuizen -012 3945361

Aoosthuizen@cipc.co.za