

## **TERMS OF REFERENCE**

**CIPC BID NUMBER: 04/2016/2017**

### **DESCRIPTION: INVITATION TO SERVICE PROVIDERS**

- 1. APPLICATION PACKAGING & DEPLOYMENT AND TECHNICAL SUPPORT ON THE COLUMBUS SOFTWARE SUITE**
- 2. LICENSING FOR THE COLUMBUS ENTREPRISE SUITE**

**CONTRACT PERIOD: 900 HOURS**

**1. TERMS AND CONDITIONS OF REQUEST FOR TENDER/QUOTATION (RFT)**

1. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter.
2. 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.
3. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
4. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
5. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
6. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become .The property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
7. CIPC's standard conditions of purchase shall apply.
8. Late and incomplete submissions will not be accepted.
9. Any bidder who has reasons to believe that the RFT specification is based on a specific brand must inform CIPC before RFT closing date.
10. 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.
11. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
12. This RFT will be evaluated in terms of the 90/10 system prescribed by the Preferential Procurement Regulations, 2001
13. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
14. As the commencement of this project is of critical importance, it is imperative that the services of the service provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
15. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
16. All price quoted must be inclusive of Value Added Tax (VAT)
17. All prices must be valid for 90 days
18. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
19. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Commissioner or his delegate.
20. 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.



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21. CIPC will enter into Service Level Agreement with the successful service provider.
22. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
23. Travel between the consultants home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
24. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za))

25. Fraud and Corruption:

- 26.1 The Service Provider selected through this TOR must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC:

Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- v. Shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices.
- vi. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

I, the undersigned (NAME).....certify that :

I have read and understood the conditions of this RFQ.

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

.....  
Signature

.....  
Date

## 1 Introduction & Background

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

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

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

## 2 Requirements and Scope of Work

CIPC has acquired the complete Columbus Enterprise and Spider Suite of products as the solution for Helpdesk & Desktop support services. CIPC has managed implemented the Columbus Helpdesk Incident Module and Standard Operating Environment (SOE) at almost all the desktop and laptops as well as the application packaging & deployment to applicable workstations.

CIPC requires the services of a service provider for software licensing and 900 hours of technical support for application packaging & release and support on the Columbus system on an "as-and-when" request basis.

The scope of the work to be carried out involves the following

- Annual Licensing for the modules as per the table below
- Application packaging and release for the ERMS, eServices and related software
- HelpDesk Spider System Maintenance & Support
- SOE maintenance and Support
- The other areas include the technical maintenance & Support implementation and/or repair and commissioning of functional modules on the CIPC Columbus Enterprise and Spider Suits as follows:

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



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### 3 DELIVERY

The management of the hours spent on the project will be managed through the use of timesheets and pre approval shall be obtained in advance.

### 4 PRICING

The pricing must be based on the number of hours i.e. at an hourly rate and inclusive of VAT.

### 5 DURATION

The duration of the contract will be a period of 900 hours and licensing for the 2016/17 FY.

### 6 Reporting

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

### 7 Working Conditions

#### 7.1 Proprietary rights

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

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

#### 7.2 Indemnity / Protection / Safeguard

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

#### 7.3 Government Safety

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

#### 7.4 Quality

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

## 8 EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

### **Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)**

- a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).

## 9. **Evaluation Process (Phases)**

Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Compliance to specification
- Phase 3: Pricing and Preferential Procurement policy

### **Phase 1: Compliance to minimum requirements**

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (ex. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

### **Phase 2: Compliance to specification**

As per the Bill of Material and designs

### **Phase 3: Preferential Procurement Policy and Pricing**

**Please Note:** CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points

### **Preferential Procurement Policy**

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended in 2011.



## 10. EVALUATION CRITERIA

| No | EVALUATION CRITERIA  | Rating |   |   |   |   | Weight | Total |
|----|--|--------|---|---|---|---|--------|-------|
|    |  | 1      | 2 | 3 | 4 | 5 |        |       |
| 1. | Provide a minimum of three (3) references indicating capability to deliver on the scope of work to organizations of a similar size to CIPC |        |   |   |   |   | 40     |       |
| 2. | Provide the support, packaging and deployments methodologies for as per the scope of work.   |        |   |   |   |   | 40     |       |
| 3  | Expertise and knowledge of the project team. Please provide CV of the resource/s to be assigned to this project (Minimum one CV)           |        |   |   |   |   | 20     |       |
|    | Total  |        |   |   |   |   | 100    |       |

### Note:

- Functionality will count out of 100 points. Bidders must achieve a minimum score of 60 points out of 100 on the functionality evaluation to proceed to the next phase.
- Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.

**Please Note:** CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

### Preferential Procurement Policy

The bidders that have successfully progressed 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         |
| <b>Total</b> | <b>100</b> |

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

## **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

### **ENQUIRIES**

#### **A. Supply Chain Enquiries**

Mr Solomon Motshweni OR Ms Ntombi Maqhula  
Contact No: (012) 394 3971 /45344  
E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

#### **B. Technical Enquiries**

Mr Evans Mojanaga  
Contact No: (012) 394 5520  
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