

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 03/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSAL FOR THE APPOINTMENT
OF A SERVICE PROVIDER TO IMPLEMENT AN
ENTERPRISE SEARCH ENGINE AND
WORKFLOW SOLUTION FOR THE CIPC AND
PROVIDE MAINTENANCE AND SUPPORT**

CONTRACT PERIOD: 60 MONTHS

BID CLOSING DATE: 27 JUNE 2023

**NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN
THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE
CONSIDERED.**

THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: “CIPC TENDER BOX”.

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1. 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 RFP 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 RFP. 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 RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be quoted in South African Rand**
- 16. All prices must be valid for 120 days**
17. 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.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. 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.
20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.



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21. 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.
22. 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.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**
Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**, this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** 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
- d) All pages of the submitted proposal must be numbered.

SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- l) **Bidders to ensure that USB 's are not password protected**
- m) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- n) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")- [REFER TO ATTACHED SBD FORMS](#)
- d) The total Price (**Ceiling price**) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). **AND COMPLIANCE TO ANNEXURE A PAGE 17**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). ***Failure to comply with this requirement will disqualify the bid.***
- g) All prices must be valid for 120 days

PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING

1. 1 (ONE) ORIGINAL HARD OR PRINTED COPY
 2. 1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION
 3. ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)
 - ❖ PRICE SCHEDULE – SBD.33 : **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
 - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE ANNEXURE "A- PRICING SCHEDULE"**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
 - ❖ BIDDERS TO REFER TO [PAGE 11 AND 17-](#) REQUIREMENTS ON PRICE PROPOSAL **AND ANNEXURE "A"**
- NB:** Bidders must also refer to page 11 of 19 of the Terms of reference under Mandatory Requirements

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

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

I have read and understood the conditions of this tender.

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

.....
Signature

.....
Date

FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.

4. **INTRODUCTION**

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, cooperatives and intellectual property rights and maintenance of such information including those of close corporations. Related services include the disclosure of such information, compliance monitoring and enforcement of obligations with the Acts under CIPC's administration as well as dispute resolution arising out of infringements to these rights. Hence, the CIPC needs to ensure the integrity and efficiency of its services in order to provide accurate processing, retention and disclosure of information to all its stakeholders.

In virtue of CIPC's digitalization strategy to make such mandate feasible:

CIPC would like to invite service providers to submit proposals for provisioning of an **Enterprise Search Engine** integrated with a **Workflow Solution**.

5. **PURPOSE**

The purpose of this document is to outline the terms of reference (TOR) for the invitation of a service provider to submit a proposal for implementation of an **on-premises Enterprise Search Engine** and a **Workflow Solution** for the CIPC. The search engine must be closely integrated with a new workflow solution to work in tandem to replace at minimum (but not limited to) the current search-related functions performed by Computron:

- Enquiries
- Name reservation
- Checking of search engine results
- Viewing of images.

Note: Besides the above-mentioned search-related functions, Computron also facilitates automation of other CIPC business processes. These will be demonstrated during the compulsory briefing session. The new workflow solution must replace all current Computron processes (as to be developed by the service provider) and have sufficient workflow / business process automation capability for future in-house development and customization by the CIPC.

6. **BACKGROUND**

The CIPC currently uses a search engine (Verity) that is not being supported anymore primarily for name reservations through two front-end web applications (eServices and BizPortal), as well as some back-end applications (e.g. Computron). API integration has been established to search Informix and Oracle databases.

The CIPC wishes to replace the current search engine with a new enterprise search engine in tandem with replacing workflow processes currently being facilitated by Computron. The new tool must be able to replace all current search functions and provide additional features relevant to modern enterprise search engines for potential future use. The new search engine must also be able to integrate with the CIPCs current K2 and Ptolemy trademark software.

7. IN SCOPE

The CIPC wishes to procure a new enterprise search engine integrated with workflow that collects data from multiple sources, indexes that information, and provides a search interface for both internal and external users to find the desired information. The search engine must be highly scalable to perform tens of millions of comparisons.

The new search engine must cater for searching both structured and unstructured data using keyword/phrases including but not limited to the following:

- Multiple databases (Informix, Oracle and Microsoft SQL);
- Files systems (on Windows servers);
- CIPC Website as well as the web in general
- CIPC Intranet;
- Content management systems (e.g. SharePoint);
- All Microsoft Office documents;
- Email (Microsoft Exchange).
- External Registers

NB: Please note an information session for mandatory attendance by all prospective bidders will be scheduled by the CIPC. During the session, a technical panel of the CIPC will outline the scope and address questions by prospective bidders.

8. FEATURES OF ENTERPRISE SEARCH ENGINE

The Enterprise Search Engine must include the following features:

- **ESSENTIAL:** Must have faceted search capabilities whereby it is possible to filter or narrow down search collections. Collections (or a similar mechanism used) must preferably be stored in a database for optimum speed but must also be able to cater for flat files. It must be possible to update these collections (or similar mechanisms) via triggers from CIPC databases when changes are committed to CIPC databases.
- Searching must be able to return results based on synonyms and/or be able to identify similarities while allowing for special characters.
- Searching must be able to return results in multiple languages including catering for phonetics
- Searching must support conversational search with the ability to conduct natural language searches (Google-like) including machine learning capabilities that can inspect user behavior to put the most relevant items near the top of the results list
- It must be possible to implement role-based security authorization, and document-level security by limiting access to only the people that need it (when applicable);
- Must allow connectivity to security technologies like Active Directory for single sign-on;
- Must have an API (Application Programming Interface) to enable customized integration with CIPC applications. A REST (Representational State Transfer) API for communication of requests through HTTP is preferable;
- **ESSENTIAL:** Must be able to run on-premises;



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- **ESSENTIAL:** Must have data import capabilities by providing data source connectors for various on-premise data sources (e.g. Oracle, SQL Server, Informix, SharePoint, etc.), but also web crawling and external registers that may be maintained by other organisations.;
- Must provide UI (User Interface) functionality that will allow CIPC to import or compose their UI instead of having to create it from scratch (e.g. a web interface);
- It must be possible to build a dictionary of prohibited words or phrases. An audit trail with date/time stamp and user identity must be recorded when new words or phrases are added.

NB: Bidders should consider and highlight all omissions and exclusions that might affect the effectiveness of the desired service.

9. REPORTING

The contracted bidder's account manager will report to the **Divisional Manager: Architecture and Applications** of the BISG (Business Intelligence and Systems Group) of the CIPC with regards to licensing, installation, training and support.

Detail reporting requirements will be drafted as part of a service level agreement (SLA) for the initial 24 months of maintenance and support after the tender has been awarded.

10. PAYMENT

A deliverable based payment plan needs to be provided spread out over the complete contract period. Whenever payment becomes due on any deliverable a formal delivery acceptance certificate (DAC) needs to be submitted for approval by the CIPCs relevant divisional manager before an invoice is issued. The DAC will provide evidence of completed work as per the approved payment plan. The payment plan needs to be structured as follows:

- Software licenses (once-off)
- Training (once-off)
- Installation (once-off)
- Support (regular payments spread over the whole initial contract period, e.g. quarterly)

11. WORKING CONDITIONS

11.2 PROPRIETARY RIGHTS

The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC. The final product of all work done by the Service Provider shall be handed over to CIPC. The Service Provider resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC. Any custom code developed during the contract period for integration with the solution will be the intellectual property of the CIPC.



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11.3 INDEMNITY / PROTECTION / SAFEGUARD

- The Service Provider safeguards and sets free CIPC 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 service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC 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 Service Provider.

11.4 GOVERNMENT SAFETY

- The Service Provider's attention is drawn to the effect of government Safety Legislation. The Service Provider must ensure (be sure) that relevant steps are taken to notify the appropriate resources whether sub-contacted or not of this requirement.
- Service Provider resources must at all times follow the security measures and obey the rules as set by the CIPC.

11.5 QUALITY

- The CIPC Manager will subject the quality and standard of the service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

11.6 KNOWLEDGE TRANSFER

- The contracted Service Provider will be expected to work in an open and transparent manner, share information and transfer knowledge to CIPC resources.

11.7 TERMINATION

- The awarded contract will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions. In this case all completed deliverables must be handed over to CIPC.



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12. CONTRACT DURATION

The contract duration is for 60 months. A Service Level Agreement (SLA) will be entered into with the successful bidder. This will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions.

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)
- Support to include Data Centre Migration and Refresh activities.

13. SPECIAL CONDITIONS

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;

14. COSTING

- **Please refer to ANNEXURE A PAGE 17 for the details below on how pricing should be submitted**
- Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account ***all costs for the duration of the contract period and to CLEARLY indicate the price.*** Note: Service providers will be responsible for all costs e.g. Transportation for ALL activities associated with this bid.
- **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**
- **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
- **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND / PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED.**



15. **SPECIAL CONDITIONS**

- i. 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;
- ii. **CIPC reserves the right to negotiate with the successful bidder on price;**
- iii. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- iv. 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);
- v. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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 and/or his/her delegate;
- xi. 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;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xix. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xx. CIPC reserves the right not to make this appointment



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16. EVALUATION PROCESS (Criteria)

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

Bids will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

16.2. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC's other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status as a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to PAGE 06 AND 17- ANNEXURE A REFER TO PAGE 5 TO 11 and 17 PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE. ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 19		<ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.

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



PHASE 2: FUNCTIONAL EVALUATION

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. **The functional evaluation will be rated out of 100 points and will be determined as follows:** The functional evaluation will be rated out of 100 points and will be determined by three (3) criteria and as per breakdown in the table that follows below:

- Solution Features
- Company Competency and Reputation
- Training, Installation & Support Planning

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<u>SOLUTION FEATURES (SEARCH ENGINE)</u> <ul style="list-style-type: none"> • ESSENTIAL: Must have faceted search capabilities whereby it is possible to filter or narrow down search collections. Collections (or a similar mechanism used) must preferable be stored in a database for optimum speed but must also be able to cater for flat files. It must be possible to update these collections (or similar mechanisms) via triggers from CIPC databases when changes are committed to CIPC databases. • Searching must be able to return results based on synonyms and/or be able to identify similarities while allowing for special characters • Searching must be able to return results in multiple languages including catering for phonetics • Searching must support conversational search with the ability to conduct natural language searches (Google-like) including machine learning capabilities that can inspect user behavior to put the most relevant items near the top of the results list • It must be possible to implement role-based security authorization, and document-level security by limiting access to only the people that need it (when applicable); • Must allow connectivity to security technologies like Active Directory for single sign-on; • Must have an API (Application Programming Interface) to enable customized integration with CIPC applications. A REST (Representational State Transfer) API for communication of requests through HTTP is preferable; • ESSENTIAL: Must be able to run on-premises; • ESSENTIAL: Must have data import capabilities by providing data source connectors for various on-premise data sources (e.g. Oracle, SQL Server, Informix, SharePoint, etc.), but also web crawling and external registers that may be maintained by other organisations.; • Must provide UI (User Interface) functionality that will allow CIPC to import or compose their UI instead of having to create it from scratch (e.g. a web interface); • It must be possible to build a dictionary of prohibited words or phrases. An audit trail with date/time stamp and user identity must be recorded when new words or phrases are added. 						50



PLEASE NOTE: Current solution features of the Workflow Solution are not explicitly defined in this document and will be demonstrated during the briefing session, but must include at the minimum:

- The ability to do enquiries
- Perform name reservations
- Integrate with / check the search engine results
- View images

In addition the new workflow solution must include at a minimum the following ESSENTIAL features:

- An intuitive, code-free workflow designer
- A WYSIWYG form designer
- Ability to integrate with other applications (e.g. via API)
- Reporting features (preferable KPI based)
- Alerts / Notifications (e.g. via email)
- Sequential workflows as well as parallel branches
- Roll-based access control

Ratings to be awarded as follows:

1. **Score 1** = Some or all of the essential features not included and/or some or all of the workflow features not included
2. **Score 2** = All of the workflow features and less than 8 of the listed search engine features but including those marked as essential have been addressed
3. **Score 3** = All of the workflow features and at least 8 of 11 listed search engine features including those marked as essential have been addressed
4. **Score 4** = All of the workflow features and 9 to 11 of the listed search engine features including those marked as essential have been addressed
5. **Score 5** = All of the workflow features and all 11 search engine features plus additional features not listed have been addressed.

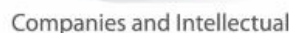
2. **COMPANY COMPETENCY TESTIMONIALS**

Provide a minimum of three (3) signed letters on official company letterheads from contactable references (jurisdictions / regulators that you have delivered this type of service to in the past 24 months:

Ratings to be awarded as follows:

1. **Score 1** = No letters or Very poor testimonial provided
2. **Score 2** = Less than 3 letters or satisfactory but not outright poor
3. **Score 3** = Three letters and satisfactory based on minimum requirements or expectations from clients
4. **Score 4** = Four letters and slightly better performance than minimum requirements or expectations from client
5. **Score 5** = More than 4 letters and excellent performance far beyond minimum requirements or expectations from client

25



No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	TRAINING, INSTALLATION & SUPPORT PLAN <u><i>Ratings to be awarded as follows:</i></u> 1. Score 1 = No planning included for training, installation and support 2. Score 2 = Only one or two of training installation & support addressed in planning. Alternatively, although training, installation and support were all addressed the level of one or more of these was not addressed on a satisfactory level. 3. Score 3 = Training, installation and support were all addressed on a satisfactory level 4. Score 4 = Training, installation and support addressed on a satisfactory level. Clear distinction made between technical training and user training. 5. Score 5 = Training, installation and support addressed on a satisfactory level. Clear distinction between technical training and user training. Exceptional guidelines on support provided.						25
	TOTAL						100

- 2. Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.**

Preferential Procurement Policy

Pricing

Description	Total
Price	80
BBBEE	20
Total	100

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17. **ANNEXURE A: PRICING SCHEDULE**

THIS PAGE -MUST BE INCLUDED IN THE PRICE FOLDER USB AS WELL AS PRICE ENVELOP)

Prospective bidders **must submit a bill of quantities clearly** indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price.

PRICING TABLE (TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER **MUST** ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 19 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period **60 MONTHS**. Pricing to be presented as per the tables below. Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of high-level deliverables set below (but are encouraged to breakdown these high-level deliverables in detailed deliverables where applicable) on an as and when required basis.

Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	Work Package 1: Replacing Verity Search Engine with a new Search Engine. Please refer to detailed features listed under evaluation criteria			
2.	Work Package 2: Replacing all current workflow functions of Computron with that of a new Workflow solution. Details of workflow functions will be explained and demonstrated during the briefing session. Establish full integration with the new search engine.			



Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	Software License: Provide an enterprise (or site) license to the CIPC for utilization / integration with all current and future applications of the CIPC. Licenses must be specified for both the search engine and the workflow solution and can be split or combined depending on how the combination of a search engine and workflow solution will be implemented.			
2.	Technical and/or User Training: How to use the API(s) of the search engine and workflow solution for custom integration with other CIPC applications, including integration between the search engine and the workflow solution themselves if applicable. User interfaces, data connectors, etc. that may be relevant to the CIPC for optimum utilization of the engine and workflow solution.			
3.	Installation: Installation of the search engine and workflow solution in CIPC environment (on premise).			
4.	Maintenance & Support: Define what will be included under an initial 60 month maintenance and support agreement for both the search engine and workflow solution. If applicable, distinguish between maintenance and support of the two solutions.			
TOTAL				

The suppliers must break down payment as per deliverable on the project plan. Reports are to be developed and presented per deliverable, e.g.

Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.

TOTAL FOR A PERIOD OF 60 MONTHS (Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes) **INDICATE IF FIRM /NOT FIRM FOR THE DURATION WITH REASONS**

Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.

- Provide fixed price quotation for the duration of the contract
- **COST MUST BE VAT INCLUSIVE AND QUOTED IN SOUTH AFRICAN RAND**
- Costing should be aligned with the project activities / project phases

IMPORTANT:

- ❖ **BIDDERS TO NOTE THE CLAUSE IN SBD 3.3 ABOUT PRICE AND ENSURE COMPLIANCE ON PAGE 22 AND PAGE 23 OF THE SBD FORMS**
- ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS MUST BE CLEARLY INDICATED**
- ❖ **BIDDERS MUST INDICATE IF PRICES FIRM OR NOT FIRM WITH REASONS**
- ❖ **IT IS THE BIDDER'S RESPONSIBILITY TO STATE ALL PRICE ESCALLATIONS/ STATE PRICE CONDITIONS FOR THE DURATION OF THE CONTRACT.**
- ❖ **THE PRICE SUBMITTED MUST BE IN SOUTH AFRICAN RANDS STATING IF THE PRICE IS FIRM OR NOT FIRM FOR THE DURATION OF THE CONTRACT WITH REASONS CLEARLY INDICATED.**

PLEASE NOTE:

FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR COSTING SHALL IMMEDIATELY INVALIDATE THE BID.



Companies and Intellectual
Property Commission

a member of the dti group

18. BRIEFING SESSION

PLEASE NOTE THAT THERE WILL BE A **COMPULSORY** BRIEFING SESSION SCHEDULED AS PER DETAILS BELOW.

Please note there will be an in-person mandatory briefing session for all prospective bidders to attend at the premises of the CIPC in Sunnyside, Pretoria. During this session a technical panel of the CIPC will outline requirements for a solution. Technical aspects of the requirements of the CIPC for an enterprise search engine will be explained. The panel will address questions from prospective bidders.

<u>COMPULSORY BRIEFING SESSION/SITE VISIT</u>	<u>YES : BIDDERS WHO DO NOT ATTEND WILL BE DISQUALIFIED</u>
<u>DATE:</u>	08 JUNE 2023
<u>TIME</u>	10:00 AM
<u>VENUE</u>	BIG INVESTSA ONE STOP SHOP BOARDROOM CIPC OFFICES BLOCK F, THE DTI CAMPUS, 77 MENTJIES STREET, SUNNYSIDE

19. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box. **THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".**

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals must be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Commission (CIPC)

Block F, the DTIC Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: Nmaqhula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr. Anand Moopanar –Email: amooopanar@cipc.co.za

Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.

20. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 24 MAY 2023

COMPULSORY BRIEFING SESSION: 08 JUNE 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 27 JUNE 2023

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION

NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BID DEPOSITED IN THE INCORRECT BID BOX.