

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 05/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
PROVIDE RECORDS/DOCUMENTS
DIGITIZATION SERVICE FOR THE COMPANIES
AND INTELLECTUAL PROPERTY COMMISSION**

CONTRACT PERIOD: FIVE (5) YEARS

BID CLOSING DATE: 11 JULY 2023

COMPULSORY BRIEFING SESSION: 20 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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TABLE OF CONTENTS

1	INTRODUCTION	7
1.1	Background and Objective.....	8
2	SCOPE OF WORK	8
2.1	Detailed action plan for the digitization	8
2.2	Setting up a fully equipped digitization centre on site or off site to carry out the project	9
2.4	Scanning and digitization of documents	10
2.5	Indexing of the digitized documents	10
2.6	Quality checks	10
2.7	Return of the original documents	10
2.8	Reporting	10
2.9	Training & Capacity Building	10
2.9.1	End user Training:	10
2.9.2	Technical Users Training:	10
2.9.3	User Manual:	11
2.10	Support and Maintenance	11
2.11	Project Closure and Hand Over	11
3	PROJECT DELIVERABLES	11
4	PROJECT/CONTRACT DURATION	12
5	WORKING CONDITIONS	12
6.	CONTRACT DURATION	13
7.	SPECIAL CONDITIONS	13
8.	COSTING	13
9.	SPECIAL CONDITIONS	14
10.	EVALUATION PROCESS (Criteria)	15
	PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS	15
	Preferential Procurement Policy	18
	Pricing	18
11.	ANNEXURE A: PRICING SCHEDULE	19
9	SUBMISSION OF PROPOSALS	21
	ENQUIRIES	21



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) Bidders 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 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 19**
- 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 19- REQUIREMENTS ON PRICE PROPOSAL **AND ANNEXURE "A"**

NB: Bidders must also refer to page 11 of 21 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.



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1 INTRODUCTION

The Companies and Intellectual Property Commission (CIPC), a member of the “the dti group”, (Department of Trade and Industry and Competition) 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 and accredited companies to participate in the bid for the “Digitization of CIPC Records. In March 2023, CIPC’s records/files were estimated to be about 7.2 million (including paper and microfiche records). These records are currently stored at the offsite storage with the service provider.

Division	January/ March 2023
Close Corporations	2793601
Companies	1522180
Trademarks	1422031
Patents	661200
Patent Receipts	390
Cooperatives	184204
Designs	81304
Copyrights	6435
Defensive Names	6,667
Human Resource	4557
Financial Management	211
Information Services	14
Legal	806
Legal Services/Compliance/Law Enforcement	2
PCT	1544
Register/Renewal	146
Total	6679634

ANNEXURES:

1. **ANNEXURE A: PRICING SCHEDULE**
2. **ANNEXURE B: BUSINESS REQUIREMENTS SPECIFICATIONS**

1.1 Background and Objective

CIPC wishes to appoint a service provider to render digitization service of records/documents. The Commission is located at the dtic Campus, 77 Meintjies Street, Sunnyside, Pretoria. CIPC has a huge amount of historic records (approximately 7.2 million or more files consisting of paper documents as well as microfiche images). These records are archived offsite. Microfiche records/files are estimated at 1.48 million. About 30% of these records may not be in good condition and may need restoration service before they are digitized. CIPC seeks to digitize these records/documents in order to:

- a) Go paperless
- b) Improve accessibility and availability of the records/documents
- c) Enhance the search ability of the documents
- d) Contribute to the comprehensiveness of CIPC database

The converted digital format will be stored into storage defined by the Commission using a simple document capable search and retrieval system. The service provider will deploy sufficient equipment and manpower to complete the work within stipulated timeframe, including but not limited to:

- a) Preparatory/Discovery Phase (for a maximum period of 300 hours (not exceeding 7,5 weeks)
- b) All hardware required to set up a digitization centre within or outside CIPC premises.
- c) All required software.
- d) The service provider will perform:
 - i. Digitization
 - ii. Proofing
 - iii. Data entry in digitization software
 - iv. Integration with CIPC system
 - v. Training & capacity building

2 SCOPE OF WORK

2.1 Detailed action plan for the digitization

CIPC Records are currently stored at the off-site storage facility (with the service provider); **the appointed service provider will be responsible for retrieving records from the current storage facility** A detailed work plan for the scanning of documents with milestones and timelines is required. The work plan which include the below but not limited shall be approved by CIPC.

- a) Discovery Phase/Business Analysis (for a maximum period of 300 hours (not exceeding 7, 5 weeks). The report from the phase will be used to update the BRS document. The purpose of this phase is to determine and provide comprehensive close-out report and recommendation on:-
 - Number of files to be scanned across ALL CIPC divisions
 - Average number of pages p/file;



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- Consult on and document business needs for automated indexing of EACH division listed above (which includes how records are searched (OCR'ed), retrieved/viewed and linked to billing for payment of prescribed fees);
- Duration of project (agreed principle: optimise balance between more funding; shorter duration); provide 3x scenarios of duration/resources/costing for CIPC to choose from;
- Recommended format of automated indexing system based on business needs AND ICT specifications and recommendations;
- Review of existing approved NARS filing plan – recommend updates as and where needed; and
- Factor in cost implication of additional file retrievals for scanning project against off-site storage tender in place at the time.
- Develop automated indexing system (i.e. software) based on (a) business needs, and (b) ICT requirements.
- Update the BRS document base on the above input

Please note that the Discovery phase/Business Analysis's report will be used to update the Annexure B- Business Requirement Specification document.

- b) A detailed workflow including (Document preparation: unbinding, repairing, rebinding etc.).
- c) Scanning methodology
- d) Quality control: steps for ensuring optimum quality including ensuring that the content of the scanned documents are the exact replica of the original document, conformity of the pages of scanned image with that of original, image clarity, resolution, de-skewing, cropping, image resolution etc.
- e) Naming the documents following a naming convention specified by CIPC
- f) Indexing
- g) Disaster Recovery plan
- h) Initial storage of the digitized content
- i) Handing over the digitized content to CIPC through hard disk or other medium
- j) Integration of digitized content with CIPC system
- k) Digitization software
- l) Training & capacity building of CIPC staff

2.2 Setting up a fully equipped digitization centre on site or off site to carry out the project

The service providers shall bring their own resources, including:

- All the required hardware, software, and supporting equipment (scanners, computers, printers etc.).
- Recommended required personnel/staff (see Annex B)



2.4 Scanning and digitization of documents

- a) The digitization process will follow the approved workflow and work plan provided by the service provider and refined and approved whenever necessary.
- b) The digitization must be conducted in such a way that the scanned documents are as close to the originals as possible. Image enhancements may be required.

2.5 Indexing of the digitized documents

The service provider must ensure the proper indexing of the scanned documents. The indexing technique must be approved by CIPC.

2.6 Quality checks

- The quality check and validation of the output produced by the service provider will be performed by both CIPC and the service provider to ensure that the desirable quality is provided on elements including size of image, resolution of image, file format, cropped and border areas, alignment and text legibility etc.
- Should it be found that the service provider has not performed the scanning work satisfactorily and the images are of poor quality, CIPC reserves the right to get the documents scanned afresh.

2.7 Return of the original documents

Original documents will be returned to the offsite storage by the service provider on a batch basis. Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other documents.

2.8 Reporting

The service provider will continuously report to CIPC throughout the duration of the project (frequency and reporting lines to be specified).

2.9 Training & Capacity Building

2.9.1 End user Training:

This group will consist of CIPC officials who will interact with or use the system on a daily. The trainees will receive demonstration on operation of the Scanning and storing process as well as hands on training on subjects specific to them rather than receiving conceptual understanding on the overall functionality of the total system. This is the key training activity of the project.

2.9.2 Technical Users Training:

A strong technical team is required to maintain the system and provide prompt support to the end users. The service provider will train CIPC IT Department officials for smooth operation of the digitization software after expiry of the maintenance phase. IT department officials will work as system administrator/database administrator, programmer, web master etc.

2.9.3 User Manual:

User manuals (in English) incorporating training areas for end user training will be supplied by the service provider during the training. In addition, soft copies of presentation slides and other audio visuals will be provided by the service provider.

2.10 Support and Maintenance

- a) After the completion of Data Entry, Archiving and Image Processing, the service provider will have to provide support and maintenance within the duration of the contract. Maintenance will include the following tasks:
- b) Fix any software problems within the SLA time.
- c) Fix any security issues (including virus attacks and other security problems) within SLA time
- d) Maintain back-up and recovery of data.
- e) Assist CIPC to maintain and enhance the system through transfer of knowledge as required.
- f) Develop required modification of existing software for smooth operation and compatibility with the proposed data entry, archiving and image processing, if necessary.

2.11 Project Closure and Hand Over

The service provider shall submit an official “hand-over” report to CPC once the contract is complete. The ownership of digitized documents/records, any digitization system and IP attached thereto (source codes, etc.) must vest in the CIPC.

3 PROJECT DELIVERABLES

- a) Discovery phase/Business Analysis (for a maximum period of 300 hours and not exceeding 7,5 weeks)
- b) Detailed work plan and workflow
- c) Scanning
- d) Ongoing reporting
- e) Indexing
- f) Handing over of the digitized activities through hard disk or any other medium
- g) Integration of digitized content with CIPC system
- h) Handing over of digitization software
- i) Training & capacity building of CIPC staff
- j) Maintenance of digitization software
- k) Project hand over

4 PROJECT/CONTRACT DURATION

Based on the proposed project scope, service providers are required to submit proposals that include project time lines.

Site: CIPC Head Office

The CIPC head office is situated at the dtic Campus, 77 Meintjies Street, Sunnyside.

CIPC business hours are from 07:30 to 16:00 from Monday to Friday excluding Public holidays.

COMPETENCY AND EXPERTISE REQUIREMENTS

The following competencies and expertise are required for this role:

Exposure and Experience

The successful bidder must have more than 10 years' relevant exposure and experience in the digitization of records/documents as per industry standards.

Soft Skills

The following soft skills are essential:

Communication;

Report writing; and

Relationship management

5 **WORKING CONDITIONS**

Equipment

The service provider will provide all the required hardware, software, and supporting equipment (scanners, computers, printers etc.).

Proprietary rights

The proprietary right 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 at the end of service period, be handed over to CIPC.

The service provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

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.



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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, trademarks or other protected rights on any software or related data used by the resources.

Government Safety

The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps 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.

Quality

Identified CIPC staff: will subject the quality and standard of service rendered by the service provider to quality control.

Should CIPC be of the opinion that the quality of work is not to the required standard/expectation, the service provider will be required to correct the work accordingly. The cost for correction shall be borne by the service provider.

6. CONTRACT DURATION

The contract duration is for a period of five (5) years

7. 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;

8. COSTING

- **Please refer to ANNEXURE A PAGE 19 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.**



9. 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

10. 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).

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 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 19- ANNEXURE A REFER TO PAGE 5 TO 11 and 19 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 21		<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

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<u>BIDDERS EXPERIENCE / CAPABILITY</u> Volume of work completed in terms of number of pages archival documents digitized annually in the last 5 (five) years <u>Ratings to be awarded as follows:</u> 1. Score 1 = Less than 1.5 million pages 2. Score 2 = Greater than 1.5 million and Less than 2.5 million pages 3. Score 3 = Greater than 2.5 million and Less than 3.5 million pages 4. Score 4 = Greater than 3.5 million and Less than 4.5 million pages 5. Score 5 = Greater than 4.5 million pages Certificate of authorized signatory of the Company along with Work Agreement or Copy of completion certificate / reference letter from client						20
2.	<u>TOOLS AND MACHINES</u> a) Bidders should have Digitization related State of the Art equipment e.g. overhead scanners, automated Document Feeders (ADFs), micro film scanners and others b) Bidders should provide details of the type, number and make of the different State of the Art equipment they propose to use for digitization of the records and submit documentary proof regarding their ownership, possession or lease of the said equipment at the time of submission of bids <u>Ratings to be awarded as follows:</u> 1. Score 1 = No Equipment 2. Score 2 = 2 or less equipment + Proof of Ownership 3. Score 3 = 3 equipment + Proof of Ownership 4. Score 4 = 4 equipment + Proof of Ownership 5. Score 5 = 5 equipment and more+ Proof of Ownership Certificate by authorized signatory along with documentary proof regarding their ownership, possession, MOA or lease of the said equipment at the time of submission of bid						10



No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	<p>Detailed proposed Scanning Methodology that include a scanning workflow, (document preparation:- unbinding, repairing, rebinding etc), quality control steps as well as indexing to be to scan records</p> <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score 1 = No scanning methodology included</p> <p>2. Score 2 = Insufficient proposed methodology</p> <p>3. Score 3 = Scanning methodology that include the scanning workflow</p> <p>4. Score 4 = Scanning methodology that include the scanning workflow and quality control steps</p> <p>5. Score 5 = Scanning methodology that include the scanning workflow and quality control steps</p>						30
4.	<p>Approach, Methodology and detailed project management plan aligned to scope of work</p> <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score 1= No Proposal</p> <p>2. Score 2= Approach, Methodology and project plan not aligned with the project scope</p> <p>3. Score 3= Approach, Methodology and project plan that is aligned with the project scope</p> <p>4. Score 4= Approach, Methodology and project plan that is aligned with to project scope and include support and maintenance proposal</p> <p>5. Score 5= Approach, Methodology and project plan that is aligned with the project scope, include support and maintenance proposal, plus training proposal</p>						30
5.	<p>Provide a minimum of three contactable references with contact details from clients indicating completed projects/experience in the last 5 years.</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score 1= no or 1 reference letter provided</p> <p>Score 2= 2 reference letters provided</p> <p>Score 3 = 3 reference letters provided</p> <p>Score 4 = 4 reference letters provided</p> <p>Score 5 = 5 or more reference letters provided</p> <p>Proof to be submitted: testimonial letters from clients</p>						10
TOTAL							100



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1. 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.

2. **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 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	100

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



11. 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 20 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period **FIVE 5 YEARS**. **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.**

5. Prospective bidders must submit a bill of quantities clearly indicating unit costs and any other costs applicable. Prices indicated on the Price Schedule shall be the total price of services over a period of five years. Prices shall be quoted in South African Rand and all quoted price must include vat. 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. Bidders shall indicate once-off, monthly and/or yearly cost where applicable. The price should include but not limited to the following:



No	Description	Once-Off	Months	Year 1	Year 2	Year 3	Year 4	Year 5
1	Discovery Phase/Business Analysis (300 hours)	R	a member of the dti group	R	R	R	R	R
2	Systems set-up, configuration & integration management							
3	A detailed workflow including (Document preparation: unbinding, repairing, rebinding etc.).							
4	Scanning per page e.g.: <ul style="list-style-type: none"> Scanning per page using high-speed scanners Restoration and scanning per page for old/ damaged records Scanning per microfiche images 							
5	Software, including licensing							
6	Hardware (if any)							
7	Maintenance & support							
8	Training							
9	Consumables							
10	Other costs (specify)							
	Amount Excluding VAT							
	Amount Inclusive VAT							
	Total Bid Cost over 5 years Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract.							

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 FIVE (5) YEARS (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**

- 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.**
- ❖ **BIDDERS TO ATTACHED PRICE BREAKDOWN SHOWING ALL PRICE BREAKDOWN IN BIDDER COMPANY LETTERHEAD**

PLEASE NOTE:

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

8 BRIEFING SESSION

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>	YES : BIDDERS WHO DO NOT ATTEND WILL BE DISQUALIFIED
<u>DATE:</u>	20 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

9 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 ENTFUTFUKWENI 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

Ms Lunghile Mbedzi –Email: lmbedzi@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.

10 DEADLINE FOR SUBMISSION

BIDS OPENING DATE:	05 JUNE 2023
COMPULSORY BRIEFING SESSION:	20 JUNE 2023
BIDS CLOSING TIME:	11: 00 AM
BIDS CLOSING DATE:	11 JULY 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.