



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

ANNEXURE: "H"

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 15/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR PROVISION OF
SECURITY GUARDING SERVICES FOR THE
CIPC PRETORIA SELF SERVICE CENTRE**

CONTRACT PERIOD: FORTY EIGHT (48) MONTHS

BID CLOSING DATE: 10 OCTOBER 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".**

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 a valid Tax Clearance Pin for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the valid Tax Clearance Pin will result in the invalidation of this RFP. Certified copies of the Tax Clearance pin 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 Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022
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 CIPC reserves the right to negotiate with the successful bidder on price.
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 One hundred and twenty days (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.



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) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders. *Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders*
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed; numbered and initial as per the Original copy
- m) The USB must be submitted in **PDF format ONLY** and must be read ONLY; NO Passwords Protection
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) Bidders to ensure that USB 's are not password protected
- p) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **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 submit a separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelope 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 16 AND 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 COPY PRINTED
- 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 PAGE 21/22**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

NB: Bidders must also refer to page 13 of 18 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 Companies and Intellectual Property Commission (CIPC), a member of the “the dtic” group, (Department of Trade Industry and Competition) invite competent and PSIRA registered service providers to bid for the provision of a security guarding service within the CIPC Office located at Suncardia Mall ,1st floor, 541 Madiba Street, Arcadia, Pretoria for a period of (48) forty-eight months.

NB: The current lease agreement with Suncardia landlord is due on the 31 January 2024, and provision must be made in the quotation for the relocation of the office (i.e. around the Sunnyside vicinity).

5. BACKGROUND

The Companies and Intellectual Property Commission (CIPC), a member of the “the dtic” group, (Department of Trade 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

6. OBJECTIVE

The primary objective of this bid is to ensure the safety and security of the premises, its occupants, and its assets, which includes the following task:-

Conduct access control;

Prevent unauthorized access in the premises;

Incident response and emergency management and

Assets protection

7. SCOPE OF THE PROJECT

The scope of the service shall entail the provision of a security guarding service and must meet the CIPC requirements specified below. The service includes “ad hoc” weekends, holidays and nightshifts service and must form part of the proposal and costed and reflected accordingly. The project shall entail the following main aspects:-

7.1) Deploy (3) three Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00);

7.2) Two (2) Security officers with Grade “C”;

7.3) One (1) Security Officer with Grade “B” Supervisor;

7.4) “Ad hoc” includes after hours Monday to Friday (18:00 – 06:00);

7.5) “Ad hoc” after hours Saturday to Sunday (06:00 – 18:00) including public holidays;

7.6) “Ad hoc” after hours Saturday to Sunday (18:00 – 06:00) including public holidays;

7.7) The deployed security officer must be well vested in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).



- 7.8) Security officers must possess company uniform, baton sticks, handcuffs, two way radio and other equipment which can assist in the execution of their duty.
- 7.9) The service provider shall provide an occurrence book and other security registers.
- 7.10) Security officers shall report any emergency situation to the CIPC Security Control room.

3. UNIFORM AND EQUIPMENT

The successful bidder shall provide the security officers with the following:-

- a) Company uniform (formal wear);
- b) Name tags;
- c) Licensed 2-way radio; (in case of CIPC Pretoria SSC a telephone must be made available)
- d) Occurrence book
- e) Access registers;
- f) Handheld metal detectors;
- g) Pocket Books;
- h) Handcuffs; and
- i) Batons.

4. PROJECT OUTPUT AND OUTCOMES

The project outputs involves ensuring the safety, protection, and security of the premises, its occupants, and its assets, and shall entail the following aspects:-

- 1. The effective and efficient provision of a (12) twelve hours protection of CIPC assets, employees and clients;
- 2. Preserve a watchful eye on activities, detect any suspicious behavior or security breaches, and report incidents promptly to CIPC security control room;
- 3. Serve as a point of contact for employees, visitors, or clients, offering assistance, directions, or information.
- 4. Provide a friendly and professional interface, contributing to a positive and secure environment within the premises.

5. PROJECT MANAGEMENT

This project will be implemented in line with the CIPC Security Structure and security protocol in that:-

- i. The service provider shall report immediately any security incident or breaches to the CIPC Security Control room;
- ii. The service provider shall compile and submit a monthly report & timesheet on first working day of every monthly to the CIPC Manager: Facilities and Security or his/her representatives highlighting all security challenges, incidents and breaches in writing.

6. TERMS AND CONDITION OF THE SERVICE

- 6.1. Bidders shall ensure that there is adequate staff compliment in terms of abscentism, annual and sick leave, etc;
- 6.2. The company as well as the security officers shall be subjected to a security screening process and any personnel found not to be competent, shall be immediately replaced;
- 6.3. No security officer shall be changed without prior approval or communication with CIPC Manager: Facilities and Security Unit or his/her representative;
- 6.4. The appointed company must be in a possession to commence with the service after receiving a purchase order;
- 6.5. The contractor shall have sufficient insurance and public liability coverage (for his/her account) against any claims, cost, loss and/or damages ensuing from his/her obligations and shall ensure that such insurance remains effective for the duration of the contract as the company shall be responsible for any damages and loss suffered by CIPC as a results of the contractors own negligence or intent which originated at the site.
- 6.6. The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the successful service provider shall belong to CIPC, including licensing;
- 6.7. The final product of all work done by the service provider, shall at the end of service period, be handed over to CIPC.
- 6.8. The successful service provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.
- 6.9. The successful service provider will be required in terms of Unemployment insurance Act and Unemployment insurance contribution Act to pay an unemployment insurance contribution of 2% of the value of each workers payment month, and CIPC reserve the rights to regularly confirm the service provider compliance with UIF. **(To form part of the Service level agreement)**
- 6.10. The successful service provider will be required to comply with the Department of Labour Sectorial Determination:- Contract Cleaning Sector, the service provider shall pay security officers a minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination and give them increase as per the Sectorial Determination. CIPC have the right to engage the security officers to determine compliance to the minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination, including any increase thereof. **(To form part of the Service level agreement)**
- 6.11. The successful service provider shall be full responsible for ensuring timely and full payment to their workers;
- 6.12. The successful service shall be liable for any financial or legal consequences resulting from their failure to pay workers, which may include penalties in the form of deduction or contractual remedies.
- 6.13. The successful service provider will be required to sign a service level agreement (SLA), which will incorporate all of the above.

7. FORMAT OF THE PROPOSAL

- 7.1. All prices must be VAT inclusive and quoted in South African Rand (ZAR), with details on price elements that are subjected to escalation and exchange rate fluctuations clearly indicated.
- 7.2. The proposal must include supporting documents and the price schedule;
- 7.3. The terms of payment are Net 30 days after receipt of invoice and acceptance of work.
- 7.4. The Financial Proposal must be submitted separately in a sealed envelope.



- 7.5. The payment plan needs to be structured as follows:-
- Weekdays (Monday to Friday) 06:00 -18:00;
 - “Ad hoc” includes after hours Monday to Friday (18:00 – 06:00);
 - “Ad hoc” after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
 - “Ad hoc” after hours Saturday to Sunday (18:00 – 06:00) including public holidays;
- 7.6. Service providers are requested to also submit their proposals on a USB with an index /table of content; and
- 7.7. The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase.

8. COMPETENT STAFF FOR THE PROJECT

- 8.1. Provision of (3) three competent and PSIRA registered security officers with (3) three years of more as security officers;
- 8.2. A detailed CV and PSIRA certificates for each security officers must be provided as proof of their experience and compliance.
- 8.3. All bidders must submit proof of company registration with PSIRA, and
- 8.4. Proof of registration with PSIRA for the company Directors.

9. COMPANY EXPERIENCE

- 9.1. The successful service provider must have operational experience of (3) three years or more as a PSIRA registered security service provider.
- 9.2. Bidders must provide proof of their experience in rendering a similar service thorough testimonials letters.

10. PRICING

REFER AND COMPLETE ANNEXURE “A”

THE FOLLOWING DOCUMENTS TO BE ATTACHED

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 18 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period 48 MONTHS 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.**

11. CONTRACT DURATION

The service is required for a period of (48) forty-eight months, commencing on 09 January 2024

NB: The current lease agreement with Suncardia landlord is due on the 31 January 2024, and provision must be made in the quotation for the relocation of the office (i.e. around the Sunnyside vicinity).

12. TERMS AND CONDITION OF THE SERVICE

- 1) The successful bidders must ensure that there is adequate back-up in terms of absenteeism, sick leave, etc;
- 2) The company as well as the security officers shall be subjected to a security screening process and any personnel found not to be competent, shall be immediately replaced;
- 3) No security officer shall be changed without prior approval or communication with CIPC Manager: Facilities and Security Unit or his/her representative;
- 4) The appointed company must be in a possession to commence with the service after receiving a purchase order;
- 5) The contractor shall have sufficient insurance and public liability coverage (for his/her account) against any claims, cost, loss and/or damages ensuing from his/her obligations and shall ensure that such insurance remains effective for the duration of the contract as the company shall be responsible for any damages and loss suffered by CIPC as a results of the contractors own negligence or intent which originated at the site;
- 6) The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the successful service provider shall belong to CIPC, including licensing;
- 7) The final product of all work done by the service provider, shall at the end of service period, be handed over to CIPC.
- 8) The successful service provider may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.
- 9) The successful service provider shall be required in terms of Unemployment insurance Act and Unemployment insurance contribution Act to pay an unemployment insurance contribution of 2% of the value of each workers payment month, and CIPC reserve the rights to regularly confirm the service provider compliance with UIF; **(To form part of the Service level agreement)**
- 10) The successful service provider shall be required to comply with the Department of Labour Sectorial Determination:- Contract Cleaning Sector, the service provider shall pay security officers a minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination and give them increase as per the Sectorial Determination. CIPC have the right to engage the security officers to determine compliance to the minimum hourly rates as determine by the Minister of Labour in the Sectorial Determination, including any increase thereof; **(To form part of the Service level agreement)**
- 11) The successful service provider shall be full responsible for ensuring timely and full payment to their workers;
- 12) The successful service shall be liable for any financial or legal consequences resulting from their failure to pay workers, which may include penalties in the form of deduction or contractual remedies; and
- 13) The successful service provider will be required to sign a service level agreement (SLA), which will incorporate all of the above.
- 14) Successful service provider must be open to participating in social responsibility initiatives.



8 **SPECIAL CONDITIONS**

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not be 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
- xxi. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiii. The Supervisor and the Security Officers must be mentally and physically fit for the execution of their duties.
- xxiv. Supervisor and the security officers must sign a declaration that they will refrain from any action/conduct which might be detrimental to the department.
- xxv. The supervisor and the security officers are prohibited from unauthorized handling, reading or removal of documents in the departmental records.
- xxvi. No state information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.
- xxvii. The state reserves the right to screen/vet security personnel in the employ of the security provider to the relevant level, and to verify their registration status with Private Security Industry Regulatory Authority (PSIRA) before they are employed in the CIPC.
- xxviii. Record all security related incidents/occurrences in relevant registers.
- xxix. Security officers must be inspected at least once per shift; day and night (weekends and public holidays included) by the security service provider representative and keep records of such visits.
- xxx. The service provider must ensure that there is no interruption of services due to manpower shortage as a result of the security guard being on leave (Annual, sick, etc.).
- xxxi. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- xxxii. To know the minimum wages paid to Security Personnel by the Service Provide

9 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).

9.3 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation Phase

Phase3: 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 16 AND 17- ANNEXURE "A" REFER TO PAGE 5 TO 6 and 17 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 18 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		<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 Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders. No password protected USB allowed. Do not submit CDS Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
10	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
11.	IMPORTANT:PSIRA certificate for the Company		Submit proof of company registration with PSIRA (Must be Up-to-date Certificate) FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
	PSIRA certificates for security personnel		Submit proof of registration (i.e. Security officers) with PSIRA. Active certificate of registration for their security personnel. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
12	IMPORTANT: Submission of proof of registration with Compensation for Occupational Injuries and Disease Act (COIDA). <ul style="list-style-type: none"> The letter should be issued by the Department of Labour. Joint Venture (JV) company shall provide a valid letter of good standing for each JV partner 		<ol style="list-style-type: none"> Bidders must submit a proof of registration with COIDA. Proof of valid and current Public liability Insurance submitted 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 and Compliance to specification

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:

Cr.No	FUNCTIONALITY EVALUATION CRITERIA	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1	<p>Company experience in providing similar services</p> <p>Demonstrate bidders established track record of projects in security services that was successfully executed. The response must include the company profile, resources, clients, service rendered, period, testimonial letters, etc. profile (i.e. resources, clients, etc) and contactable references of at least three similar projects executed in the past (3) years. Traceable references for verification purposes. The reference must be in a form of letter in company letterhead and addresses the following:-</p> <ol style="list-style-type: none"> Client name, Contract type and size, Contact person and email, Letter must be signed by authorised client's representative. <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1 = No response submitted. Score 2 = Three (3) references letters plus an incomplete Company Profile. Score 3 = Four (4) reference letters plus a detailed company profile addressing above. Score 4 = 5 to 7 reference letters plus a detailed company profile addressing above. Score 5 = 8 to 12 reference letters plus a detailed company profile addressing above. 						40	
2	<p>Personnel Selection and Training</p> <p>Demonstration of the core team's collective experience, training and qualification in executing and managing security services as per CIPC requirements. The response must include a valid PSIRA Grade "A" certificate for at least one of the Directors, CV's and qualifications (training in emergency response, first aider, firefighting, National key point, etc) of the proposed security officers.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1 = Insufficient response. Score 2 = CV's for security officers Score 3 = CV's for all (3) security officers plus (1) Grade "A" Certificate for Director Score 4 = 3 CV's, qualifications for (1) security officer, Grade "A" Certificate for Director and qualifications. Score 5 = 3 CV's, qualifications for all (2 or more) security officers, Grade "A" Certificates and qualifications for all Directors. 						30	
3	<p>Project plan and methodology:</p> <p>Provided a detailed project plan addressing the above security requirements, deployment strategies, shift scheduling, emergency response plans, including labour unrest, incident reporting procedures, and overall management and supervision of security operations.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1 = No response submitted. Score 2 = Insufficient response. Score 3 = Project plan. Score 4 = Detailed project plan addressing the above requirement. Score 5 = Detailed project plan addressing the above requirements, including additional security registers/templates for incident reports, shift schedule, visitors register, etc. 						30	
	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**



9.4. PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

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 (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. **Note: The CSD report will be used as the primary verification document for this bid. It is therefore compulsory to submit the CSD report**
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)
1	HDI, Race are black persons (ownership)* 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	<ul style="list-style-type: none"> • B-BBEE Certificate • CSD Registration report • CIPC Company Registration <p><i>Important the CSD will be used as our primary verification documents for allocation of scores</i></p>	10
2	Gender are women (ownership)* 100% or more women ownership = 8 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 4.0 points	<ul style="list-style-type: none"> • B-BBEE Certificate • CSD Registration report • CIPC Company Registration <p><i>Important the CSD will be used as our primary verification documents for allocation of scores</i></p>	8
3	Disability are disabled persons (ownership)* WHO disability guideline 100% ownership = 2 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.0 points	<ul style="list-style-type: none"> • Confirmation of Disability Form as per SARS (ITRDD Form) • Medical Certificate <p><i>Important the CSD will be used as our primary verification documents for allocation of scores</i></p>	2

Important: The CSD will be used as our primary verification document to claim points for specific goals for 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

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

Security: Pretoria SSC ToR

10. ANNEXURE (“A”): BID PRICING SCHEDULE

PAGES 16 AND 17 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

TABLE 1

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<u>Applicable Currency:</u> All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<u>Applicability of Quoted Prices:</u> <ul style="list-style-type: none"> • All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. • The condition must be stated in SBD3.3 • Bidders to note that price validity is one hundred and twenty days (120) days • The service is required for a period of (48) forty-eight months, commencing on 03 January 2024. • The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase
4.	<u>Total Bid Cost:</u> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC
6.	<u>Bid Price Calculation:</u> Bidders to note that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
7.	<u>IMPORTANT</u> Deployment of (3) three Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00); Bidders to ensure that price proposed include all the requirements of the ToR e.g. uniform and equipment etc. Bidders to provide details of any other applicable costs by attaching a detailed price breakdown
8.	<u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u> THIS PRICING SCHEDULE (ANNEXURE H (“A”)) SDB 3.3: PRICING SCHEDULE SBD FORM 1: INVITATION TO BIDS FOR A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

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

Deploy (3) three Security Officers from Monday to Friday (Weekdays & Dayshift – 06:00 to 18:00);

- Two (2) Security officers with Grade “C”;
- One (1) Security Officer with Grade “B” Supervisor;
- “Ad hoc” includes after hours Monday to Friday (18:00 – 06:00);
- “Ad hoc” after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
- “Ad hoc” after hours Saturday to Sunday (18:00 – 06:00) including public holidays;

UNIFORM AND EQUIPMENT MUST BE INCLUDED IN THE QUOTATION AS STATED IN THE TOR on page 7



The payment plan needs to be structured as follows:-

- Weekdays (Monday to Friday) 06:00 -18:00;
- “Ad hoc” includes after hours Monday to Friday (18:00 – 06:00);
- “Ad hoc” after hours Saturday to Sunday (06:00 – 18:00) including public holidays;
- “Ad hoc” after hours Saturday to Sunday (18:00 – 06:00) including public holidays;

TABLE 2

No	Description	Year 1	Year 2	Year 3	Year 4
1.	One (1) Security Officer with Grade “B” Supervisor;	R	R	R	R
2.	Two (2) Security officers with Grade “C”;	R	R	R	R
3.	Total cost for staff	R	R	R	R
4.	Overhead costs	R	R	R	R
5.	Other – please specify Please provide full details of the items				
	Total annual cost excluding VAT	R	R	R	R
	VAT	R	R	R	R
	TOTAL COST FOR 48 MONTHS	R			

ADHOC GUARDS COSTING PER SHIFT PLEASE PROVIDE A RATE PER HOUR BELOW

- **Bidders to note:** price quotation for the rate per hour for the Grade “C” security below must be stated in the table below
- **The adhoc price must not be included in the total bid price** as the total hours to be worked are not known at this stage, this will be based on “as and when required” on approval by the CIPC:

TABLE 3

No	Description	Daily rate incl. VAT: Year 1	Daily rate incl. VAT: Year 2	Daily rate incl. VAT: Year 3	Daily rate incl. VAT: Year 4
1.	Adhoc Rate: Grade “C” Security	R	R	R	R

TABLE 4

TOTAL BID PRICE TO BE STATED BELOW FOR A PERIOD OF 48 MONTHS INCLUSIVE OF ALL BID REQUIREMENTS

Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Total (R000)
TOTAL FOR PERIOD OF 48 MONTHS			Price VAT excl.	
❖ (Ceiling price to be carried over to SBD 3.3 and SBD form 1 for the duration of the contract.			VAT	
❖ the total bid price will be used for price evaluation purposes)				
❖ The price to excluded adhoc rate per hour as indicted above			TOTAL	

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

11. BRIEFING SESSION

PLEASE NOTE THAT THERE IS AN OPTIONAL BRIEFING SESSION SCHEDULED FOR THIS.

<u>NON-COMPULSORY</u> BRIEFING SESSION	OPTIONAL BRIEFING SESSION
<u>DATE:</u>	20 SEPTEMBER 2023
<u>TIME</u>	10:00 AM
<u>ONLINE</u>	VIA MS TEAM
<u>MEETING LINK</u>	Meeting ID: 310 582 256 273 Passcode: Pod7fH
<u>IMPORTANT NOTE TO BIDDERS:-</u>	<i>This is NOT a compulsory briefing session ,however bidders are encouraged to attend the session .</i>

12. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies 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 dtic** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

13. 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 Noma Cakata – Email: Ncakata@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.

14. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 11 SEPTEMBER 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 10 OCTOBER 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 BO