



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

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 19/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR THE
IMPLEMENTATION OF AN INFORMATION
TECHNOLOGY SERVICE MANAGEMENT (ITSM)
AT THE CIPC AND SUPPORT**

CONTRACT PERIOD: FIVE (5) YEARS

BID CLOSING DATE: 13 DECEMBER 2023

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

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

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

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit 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. The service provider must ensure that their work is confined to the scope as defined.
9. 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.
10. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
11. 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.
12. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 13. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 14. All prices must be quoted in South African Rand**
- 15. All prices must be valid for One hundred and twenty days (120) days**
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. 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 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 14 AND 15**
- 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 11 of 16 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), herewith referred to as 'the CIPC' is an organ of state whose mandate is:

- Registration of Companies, Co-operatives and Intellectual Property Rights and maintenance thereof;
- Disclosure of Information on its register;
- Promotion of education and awareness of Company and Intellectual Property Law;
- Promotion of compliance with relevant legislation;
- Efficient and effective enforcement of relevant legislation;
- Monitoring compliance with and contraventions of financial reporting standards, and making recommendations thereto to Financial Reporting Standards Council (FRSC);
- Supervision of Collecting Societies in sound recordings
- Taxation of legal costs in Patent matters
- Licensing of Business rescue practitioners;
- Oversight role of Independent Review professional bodies;
- Report, research and advise Minister on matters of national policy relating to company and intellectual property law.

CIPC needs to appoint a service provider for a period of 5 years to configure, install and support & maintain an ITSM solution based on the ITIL framework that fully meets the requirements of the organization.

5. **BACKGROUND**

The core business oriented CIPC services are targeted for public use within and outside South Africa. The consumers of these services are both new and existing clients requesting information or registering entities with the CIPC. The existing clients needing to ensure compliance of legal entities they own with the regulatory requirements enacted by the Companies Act of South Africa. Again, the partners of the CIPC and internal (CIPC employees) depend on some of the services the CIPC implements for various kinds of operations and data needs.

- The CIPC ICT environment has +-550 internal users with business applications operating from 138 production servers (mixture of virtual and Physical servers) and 5 Hyper-V hosts.
- The business applications are hosted on the Windows, UNIX and Linux operating systems.
- The Oracle, Informix, and SQL database technologies support the core applications and data repositories.

6. SCOPE OF WORK

1.1 General Scope

CIPC wishes to appoint a service provider for a period of 5 years to configure, install, support and maintain an ITSM solution that fully meets the requirements of the organization.

The key requirements for the implementation of the ITSM solution requirements includes;

- The proposal of a formal ITSM technological solution based on the ITIL framework;
- The consultation services for configuration and implementation plan of the proposed solution;
- Comply with CIPC Information Security Requirements; and
- The technical maintenance and support (Remote & Onsite Support) for a period of 5 years.

1.2 Primary Service Requirements

- Solution with licensing requirements for 50 ICT administrators and 450 end-users; (license renewals should be included under license costs)
- Implementation and Project Management
 - System configurations and deployment
 - Integration to the following systems already/planned in the CIPC environment:
 - Active Directory
 - Asset management Tool
 - Annual Performance Monitoring tool
 - The ITSM should have the ability to integrate with Databases (SQL, Oracle and Informix)
 - Training for the ICT administrators and end users as and when required
 - Project plan
 - Organizational Change Management
- Support and maintenance throughout the contract duration
 - Timely updating the system by installing service and feature packs to guarantee faultless performance and extended development capabilities
 - Installation of hot fixes
 - Resolving system performance issues
 - Capacity and scalability provisions (to accommodate system enhancements as and when required)
 - Ability to log and track support calls
 - Continuous service improvement
 - Escalation process
 - .

1.3 Solution Requirements

- Provision of the functionality and services as per the formal ITSM processes as per the ITIL 4 that includes;



- Service desk
 - o Monitoring the entire incident resolution process through all stages
 - o Support Channel (Email, Phone, Portal etc.)
 - Incident Management.
 - Problem Management.
 - Change Management.
 - Service Catalogue Management.
 - Knowledge Management.
 - Service Level Management
 - Standard and customized reporting
 - Release and deployment management
 - Service validation and testing
 - Service request fulfilment
 - Access management
 - Information security management
 - Capacity management
 - Supplier management

7. **DURATION OF CONTRACT**

Duration of the project is estimated to last a maximum of **5 years**

8. **PRICING**

REFER AND COMPLETE ANNEXURE “A”

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 five (5) years and to CLEARLY indicate the price.

THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. SDB 3.3: PRICING SCHEDULE
2. SDB 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 FIVE (5) YEARS **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 SDB FORM 3.3 AND SDB 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.

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) as amended together with Preferential Procurement Regulations, 2022.

16.1 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation Phase

Phase 3: Pricing and preferential Procurement Policy

16.2 PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

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

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status as a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Complete and sign the supplied pro forma document
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) Note: The CSD report will be used as the primary verification document to claim points for specific goals for this bid. It is therefore compulsory to submit the CSD report		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 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<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> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
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 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<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. <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>

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

9.3. 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:

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<p>Bidder experience in the implementation of the ITSM Solution based on ITIL framework 4.</p> <p><u>Ratings to be awarded as follows:</u></p> <p><u>NB:</u></p> <ol style="list-style-type: none"> Score = 1 One reference letter for similar work done Score = 2 Two reference letters for similar work done Score = 3 Three reference letters for similar work done Score = 4 Four Reference letters for similar work done Score = 5 five or more letters for similar work done <p>Proof to be submitted: Partnership agreement or, testimonial letters from clients for similar work done. The reference letter signed by the client must be on the client's letterhead with the company name, contact person, contact details and it should indicate when the service was done.</p>						40
2.	<p>Solution proposal, designs, security, transition planning.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 Proposals excluding designs, security and transition plans. Score = 2 Proposals including one or two of the three requirements (designs, security and transition plans.) Score = 3 Proposals that includes detailed designs, security and transition plans. Score = 4 Proposals that includes detailed designs, security and transition plans as well as the related reporting templates. Score = 5 Proposals that includes detailed designs, security and transition plans as well as the related reporting templates with data samples 						20
3.	<p><u>TEAM EXPERIENCE</u></p> <p>On average, the project team that will be assigned to CIPC must have a minimum of three (3) years' experience in implementing and supporting the IT service management systems/solutions.</p> <p>Bidder demonstration to supply relevant resources to the CIPC as prescribed in this project.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 No resource available Score = 2 Less than three years of experience Score = 3 Three years of experience Score = 4 Four years of experience Score = 5 Five or more years of experience <p>Summary: Provide a CV for each of the personnel that will be part of the team, clearly indicating their roles and responsibilities.</p>						40
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.

ITSM ToR



2. 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</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</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</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.

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

PAGES 14, AND 15 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> <ul style="list-style-type: none"> All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> <ul style="list-style-type: none"> 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 as well
4.	<u>Total Bid Cost:</u> <ul style="list-style-type: none"> 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
5.	<u>Exchange Rate Fluctuations:</u> <ul style="list-style-type: none"> Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding.</u> The portion of the bid price subject to exchange rate fluctuations must be stated <u>in the pricing schedule- SBD 3.3</u>
6.	<u>Bid Price Calculation:</u> <ul style="list-style-type: none"> Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u> <ol style="list-style-type: none"> 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



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.

TABLE 1: (FORMAT FOR PRICE QUOTATION):

The supplier must provide a comprehensive project plan supported by a project schedule as recommended below:

Project Area	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
Product Licensing						
Consulting Services						
Implementation and Project Management (Once-off)						
Maintenance and Support (Remote & Onsite Support)						
Other (please specify)						
					Price VAT excl.	
					VAT	
					TOTAL	

Bidder to complete the above

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 PRICE TO BE STATED BELOW FOR THE TENDER FOR THE DURATION OF THE CONTRACT TO BE CARRIED OVER TO SBD3.3 AND FORM 1

	VAT amount	Amount Inclusive of VAT (Incl. of ALL)
TOTAL FOR A PERIOD OF FIVE (5) YEARS (Ceiling price to be carried over to sbd3.3 and form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes)		

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

- Provide fixed price quotation for the duration of the contract
- **Cost must be VAT inclusive and quoted in South African Rand**
- Costing should be aligned with the project activities / project phases

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>COMPULSORY</u> BRIEFING SESSION	NONE
<u>DATE:</u>	

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

Mr. Anand Moopanar –: E-mail: amoopanar@cipc.co.za

Mr. Ofentse Habedi – E-mail : Ohabedi@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: 13 NOVEMBER 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 13 DECEMBER 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