



**ANNEXURE: "H"**

**TERMS OF REFERENCE ("TOR")**

**CIPC BID NUMBER: 20/2023/2024**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TOWARDS PROVIDING THE CIPC WITH SOFTWARE DEVELOPMENT, SUPPORT AND MAINTENANCE RESOURCES ON AN ON-DEMAND; BASIS**

**CONTRACT PERIOD: THREE (3) YEARS**

**BID CLOSING DATE: 14 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".**

## **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 **90/10** 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 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 17 AND 18**
- 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 19 of the Terms of reference under Mandatory Requirements**

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

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

**I have read and understood the conditions of this tender.**

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

.....  
Signature

.....  
Date

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

## 1. Purpose

The CIPC is in the process of reviewing the implementation of business services it employs for its various business pursuits. It has on this quest acquired three major technologies, K2 workflow, .Net and Oracle backend, which will drive the enhancement of services. Although work has started with regards to the implementation of these technologies, there is still great work ahead to ensure that the CIPC ICT environment adequately services its clients and it is stable. Again, the CIPC intends to develop capabilities with these technologies such that it is able to implement new or advance implementation of existing business services. For instance, data analytics, is one area that will surely boost the usefulness of the services of the CIPC and the CIPC ability to report correctly to its stakeholders. This is one of many capabilities, which have a serious business impact, other examples being data security and data sales capabilities. Therefore, the CIPC ICT proposes that a K2 workflow and .Net experienced service provider be appointed to towards implementing to completion the modernisation strategy for a period of three (3) years on an on-demand basis.

The scope of the development of this contract will be limited to the advancement of business processes and data disclosure at the CIPC specifically, to migrate all services that the CIPC implements from unwanted legacy systems into the K2, .Net, Microsoft and Oracle technology platforms, plus automate all processes that require automation.

The resource pool from the appointed service provider WILL ONLY be utilised as and when project requirements prescribe implying that, the service provider will not be full time employed for the contract duration, but will be engaged as and when needed by the CIPC.

## 2. Background

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

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

## Requirement/s

The service provider responding should have in its employ a team that has the following expertise:

- K2 workflow developers with strong integration experience.
- Net Development with a strong c# and oracle database experience
- Project manager with project management experience.
- Project administrator with project administration experience.



- Business analysts/testers with K2 and .Net analysis experience and database schema design experience (drafting of Entity Relationship Diagrams).
- SSRS / Report viewer Developer.
- MQ developer experience
- Senior VB6 Developer.
- Oracle PL/SQL developer.

**Table 1 BELOW: Skills required**

Activity	Skills description
<b>K2 Workflow Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years K2 development experience.</li> <li>- Must have at least 5 years C# development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> <li>- Must have Oracle expertise</li> </ul>
<b>.Net Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years .full stack develop.</li> <li>- Must have at least 5 years .net development experience.</li> <li>- Must have at least 5 years C# development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> <li>- Must have Oracle expertise</li> </ul>
<b>Project Administrator</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years project Administration experience.</li> <li>- Good knowledge of Trello.</li> <li>- MS Dev Ops an added advantage.</li> </ul>
<b>Business Analyst</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years BA experience.</li> <li>- Must have K2 training.</li> <li>- Must have experience in testing K2 based applications.</li> <li>- Must have experience in database schema design (drafting of Entity Relationship Diagrams)</li> </ul>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years PM experience.</li> <li>- Must have K2 training.</li> <li>- Must have at least 5 years K2 Project Management experience.</li> </ul>
<b>VB 6 Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 5 years K2 development experience.</li> <li>- Must have at least 10 years VB6 development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> </ul>
<b>MQ Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 3 years MQ Development experience</li> </ul>
<b>Oracle PL/SQL Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 3 years Oracle PL/SQL Development experience</li> <li>- Must have at least 5 years Oracle DB administration</li> </ul>
<b>SSRS / Reportviewer Developer</b>	<ul style="list-style-type: none"> <li>- Must have at least 3 years SSRS / .net Reportviewer development experience.</li> <li>- Must have at least 3 years ORACLE SQL development experience.</li> <li>- Must be able to integrate applications with REST and SOAP technologies.</li> </ul>

## Technical Requirement Details

### Infrastructure Description

The CIPC runs a Codename One Mobility (WORA) development platform;

The CIPC runs Informix 7, SQL 2016 and Oracle 19 databases;

Runs SOAP based web services;

The CIPC applications are developed with c# and run on the 2016 DC OS;

Legacy systems are written in VB, while some backend API's are implemented in C#;

SharePoint is employed for internal communication and collaboration;

The CIPC runs a Computron Workflow and has implemented a project to replace it with a K2 technology and

The CIPC implements IBM MQ for cross component message flow.

Minimum company experience in providing this service must be 3 years.

### Integration

All web based services are expected to integrate to:

MS SQL/Oracle for the persistence of data;

Where necessary interface with Informix/Oracle/SQL/cloud backend for the implementation of Mobile App services or ;

Card payment gateway service; and

Legacy and other corporate systems at the CIPC.

SharePoint and OCR where necessary.

### Bill of materials:

Role	Hours Year 1	Hours Year 2	Hours Year 3	Total Hours 3 Years
K2 Workflow and .Net Development	7200	7200	7200	21600
Project Administration	1920	1920	1920	5760
Project Management	3840	3840	3840	11520
Business Analysis	4800	4800	4800	14400
MQ developer	1200	1200	1200	3600
VB 6 Developer	2400	2400	2400	7200
Oracle PL/SQL Developer	4800	4800	4800	14400
SSRS Developer/Report Viewer	2400	2400	2400	7200
<b>TOTAL ESTIMATION</b>	<b>28560</b>	<b>28560</b>	<b>28560</b>	<b>85680</b>

**Pricing proposal to include complete pricing for the 3 year period for each line items.**

**PLEASE NOTE:** CIPC reserves the right to procure only selected services based on the solution proposed, e.g. CIPC may elect to acquire the installation and implementation from one supplier, and the ongoing support from another.





### 3. Scope of Work

The main objective of this procurement request is to capacitate the CIPC with K2 workflow development expertise as and when demands for business automation dictates. It is not a time and material contract nor it is a fixed term contract but a deliverable based contract. Therefore, when a request for resources is made by the CIPC, the agreement for the request will list alongside it, the deliverables to be made and associated timelines for this delivery. These time lines in turn will depict to all parties the duration of the contract or the length of time that the CIPC intends to employ the resources from the service provider. The total charge for any project of this contract will be based on how long will a planned deliverable take, therefore, will be determined by the total length of time required for all project deliverables to be made by the various resources for a specific project.

This TOR seeks to source primarily the expertise of an enterprise that has experience in delivering projects where the combination of expertise as listed below were deployed, and not necessarily to source individual skills. Therefore, recruitment agents are not qualified to respond to this advertisement unless they meet the condition above.

### 4. Time frames

The contract period is 3 Years period.

### 5. Pricing and Project Plan (per option, if applicable)

As per table in point 3.

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

### 6. Reporting

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

### 8. WORKING CONDITIONS

**Resources may be required to work outside of business hours as and when needed (rate to remain the same)**

#### 8.1 Equipment

N/A

#### 8.2 Proprietary rights

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

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

#### 8.3 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 result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.

- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and, legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the resources.

#### 8.4 Government Safety

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

#### 8.5 Quality

The Senior Manager: Information Assurance and Information Security will subject the quality and standard of service rendered by resources to quality control.

Should CIPC, through the Senior Manager: Information Assurance and Information Security, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

### 9. 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 three (3) years and to CLEARLY indicate the price.

#### 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 three (3) 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 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.**

### 10. CONTRACT DURATION

The duration for three (3) years



## 11. **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](http://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

**12. EVALUATION PROCESS (Criteria)**

The evaluation process will be done in accordance with the following criteria: Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022.

**13.1 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 <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule:  Compliance to <a href="#">PAGE 17 AND 18- ANNEXURE “A”</a>  REFER TO PAGE 5 TO 6 and 17 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		<ul style="list-style-type: none"> <li>• Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>• Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b></li> </ul>
9	IMPORTANT: <b><u>SUBMISSION OF USB</u></b>  REFER TO PAGE 5 OF 19  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		<ol style="list-style-type: none"> <li>1. Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>2. USB to be submitted in pdf format and to be read only</li> <li>3. All documents to be signed and bidders initial each page</li> <li>4. <b>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.</b></li> <li>5. No password protected USB allowed. Do not submit CDS</li> <li>6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with.</li> </ol>



			<b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
11	<p>Bidders shall submit a letter from the OEM Certification/ Partner:</p> <ul style="list-style-type: none"> <li>The bidders must provide a letter from Solution Vendor Original Equipment Manufacturer (OEM) which indicates that they are accredited to implement, supply and support the proposed solution.</li> <li>In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.</li> </ul> <p><b><u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u></b></p>	<ol style="list-style-type: none"> <li><b><u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u></b> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached.</li> <li>All bidders are required to comply with this requirement.</li> <li><b><u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u></b></li> <li>The letter/ testimonial /certification must be signed dated by authorized representative</li> <li>It should state expiry date or validity</li> </ol> <p><b><u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u></b></p>	

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	Total
		1	2	3	4	5		
1.	<p>Company Record for Development (the experience measured herein below is the number of years of the company in delivering development services). Minimum company experience must be 3 years.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years,</p> <p>Score = 3 Experience greater than 3 years,</p> <p>Score = 4 Experience greater than 4 years,</p> <p>Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted:</b> testimonial letters from clients</p>						10	
2.	<p>Company Record for building applications that integrate with the Oracle DB (the experience measured herein below is the number of years of the company in delivering applications that integrated with the Oracle DB). Minimum company experience must be 3 years.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years,</p> <p>Score = 3 Experience equal to 3 years,</p> <p>Score = 4 Experience greater than 4 years,</p> <p>Score = 5 Experience greater than 5 years</p> <p><b>Proof to be submitted:</b> testimonial letters from clients</p>						10	
3.	<p>K2 and .Net Developers meeting the Criteria K2 Developer Criteria in Table1:</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>Score = 1 No Developer meeting all of the four requirements</p> <p>Score = 2 Developers meeting the four requirements</p> <p>Score = 3 Developers meeting the five requirements</p> <p>Score = 4 Developers meeting the six requirements</p> <p>Score = 5 Developers meeting all of the nine requirements <b>Proof to be submitted:</b> CV's and Certificates</p>						35	

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
4.	<p><b>Project Administrator(PA) meeting the Project Administrator Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 PA does not meet all of the three requirements</p> <p>Score = 2 PA meets one of the three requirements</p> <p>Score = 3 PA meets two of the three requirements</p> <p>Score = 4 PA meets all three requirements</p> <p>Score = 5 PA meets all three requirements and has more than 5 years experience in PA activity.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
5.	<p><b>Business Analysts (BA) meeting the Business Analysts Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 BA's do not meet all of the three requirements</p> <p>Score = 2 BA meets one requirement</p> <p>Score = 3 BA's meets two requirements.</p> <p>Score = 4 BA meets three requirements.</p> <p>Score = 5 BA's meets four requirements.</p> <p><b>Proof to be submitted:</b> CV's and Certificates</p>						10	
6.	<p><b>Project Manager (PM) meeting the Project Manager Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 PM does not meet all of the three requirements</p> <p>Score = 2 PM meets one of the three requirements</p> <p>Score = 3 PM meets two of the three requirements</p> <p>Score = 4 PM meets all three requirements</p> <p>Score = 5 PM meets all three requirements and has more than 5 years experience in PM activity.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						10	
7.	<p><b>PL/SQL Developer (PD) meeting the PL/SQL Developer Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 PD has 1 year PL/SQL experience</p> <p>Score = 2 PD has 2 years PL/SQL experience.</p> <p>Score = 3 PD has 3 years PL/SQL experience</p> <p>Score = 4 PD has 4 years PL/SQL experience</p> <p>Score = 5 PD has 5 years PL/SQL experience.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
8.	<p><b>VB6 Developer (VD) meeting the VB6 Developer Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 VD does not meet all of the three requirements-</p> <p>Score = 2 VD meets one of the three requirements</p> <p>Score = 3 VD meets two of the three requirements</p> <p>Score = 4 VD meets all the three requirements</p> <p>Score = 5 VD meets all three requirements and has more than 10 years experience in VB6.</p> <p><b>Proof to be submitted:</b> CV and Certificates</p>						5	
9.	<p><b>SSRS/Report Viewer Developer meeting the SSRS Developer(SD)/Report Viewer(RV) Criteria in Table1:</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>Score = 1 SD/RV does not meet all of the three requirements</p> <p>Score = 2 SD/RV meets one of the three requirements</p>						5	



No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	Score = 3 SD/RV meets two of the three requirements Score = 4 SD/RV meets all three requirements Score = 5 SD/RV meets all three requirements and has more than 3 years SSRS/RV Development experience. <b>Proof to be submitted:</b> CV and Certificates							group
10.	<b>MQ Developer meeting the MQ Developer Criteria in Table1:</b> <u><b>Ratings to be awarded as follows:</b></u> Score = 1 MQ development experience less than 2 years experience Score = 2 MQ development experience less than 3 years experience Score = 3 MQ development experience of 3 years Score = 4 MQ development experience greater than 3 years experience Score = 5 MQ development experience greater than 5 years experience <b>Proof to be submitted:</b> CV and Certificates						5	
	<b>Total</b>						<b>100</b>	

**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 **90/10** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022.

Bids with Rand value above R50 million (all applicable taxes included) will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended 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
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 (90/10)	Points
1	<b>HDI, Race are black persons (ownership)*</b> 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 60% = 3 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	5	
2	<b>Gender are women (ownership)*</b> 100% or more women ownership = 3 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.5 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	3	
3	<b>Disability are disabled persons (ownership)*</b> 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"> <li>• Confirmation of Disability Form as per SARS (ITRDD Form)</li> <li>• Medical Certificate</li> </ul> <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 17, AND 18 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOPE TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

**TABLE 1**

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<p><b>Applicable Currency:</b></p> <ul style="list-style-type: none"> <li>All prices shall be quoted in South African Rand.</li> </ul>
2.	<p><b>Completion of Pricing Schedule:</b></p> <ul style="list-style-type: none"> <li>Bidders shall complete the pricing schedule in full, inserting all the information required therein.</li> <li>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.</li> </ul>
3.	<p><b>Applicability of Quoted Prices:</b></p> <ul style="list-style-type: none"> <li>All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.</li> <li>The condition must be stated in SBD3.3 as well</li> </ul>
4.	<p><b>Total Bid Cost:</b></p> <ul style="list-style-type: none"> <li>Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.</li> <li>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</li> </ul>
5.	<p><b>Exchange Rate Fluctuations:</b></p> <ul style="list-style-type: none"> <li>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 <b><u>exchange rate at the time of bidding</u></b>.</li> <li>The portion of the bid price subject to exchange rate fluctuations must be stated in the pricing schedule- SBD 3.3</li> </ul>
6.	<p><b>Bid Price Calculation:</b></p> <ul style="list-style-type: none"> <li>Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.</li> </ul>
8.	<p><b>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</b></p> <ol style="list-style-type: none"> <li>THIS PRICING SCHEDULE ( ANNEXURE H (“A”)</li> <li>SDB 3.3: PRICING SCHEDULE</li> <li>SBD FORM 1: INVITATION TO BIDS FOR</li> <li>A BIDDER <b><u>MUST</u></b> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE</li> </ol>

**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 and to CLEARLY indicate the price.

**TABLE 2 : BIDDER SHOULD FOLLOW THE FOLLOWING PRICING TABLE.**

**BILL OF MATERIALS:**

<b>Role</b>	<b>Hours Year 1</b>	<b>Hours Year 2</b>	<b>Hours Year 3</b>	<b>Total Hours 3 Years</b>
K2 Workflow and .Net Development	7200	7200	7200	21600
Project Administration	1920	1920	1920	5760
Project Management	3840	3840	3840	11520
Business Analysis	4800	4800	4800	14400
MQ developer	1200	1200	1200	3600
VB 6 Developer	2400	2400	2400	7200
Oracle PL/SQL Developer	4800	4800	4800	14400
SSRS Developer/Report Viewer	2400	2400	2400	7200
<b>TOTAL ESTIMATION</b>	<b>28560</b>	<b>28560</b>	<b>28560</b>	<b>85680</b>

*Pricing proposal to include complete pricing for the 3 year period for each line items.*

**PLEASE NOTE:** CIPC reserves the right to procure only selected services based on the solution proposed, e.g. CIPC may elect to acquire the installation and implementation from one supplier, and the ongoing support from another.

**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](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

### B. Technical Enquiries

Mr Kabelo Ledwaba

E-mail: [kledwaba@cipc.co.za](mailto:kledwaba@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: 14 NOVEMBER 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**