



ANNEXURE: "H"

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 22/2023/2024

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF ATTORNEYS TO PROVIDE LABOUR EMPLOYMENT AND CORPORATE LAW SERVICES.

CONTRACT PERIOD: THREE (3) YEARS

BID CLOSING DATE: 26 JANUARY 2024

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. 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).
- 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 17 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. OVERVIEW

The Companies and Intellectual Property Commission (CIPC), a member of the “dtic group” (Department of Trade, Industry and Competition) is responsible for the registration of companies, co-operatives, 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. 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.

2. PURPOSE

To appoint a qualified and suitable panel of attorneys (law firms), conversant and experts in labour, employment and corporate law sphere to serve on the CIPC database of service providers. To ensure that labour, employment and corporate law service providers are readily available as and when required.

3. SCOPE OF WORK

The panel of attorneys will be required to render services to the CIPC on the following fields of law, amongst others;

- Labour and Employment Law
- Constitutional Law
- Administrative Law
- Commercial and Contract Law
- Commercial and Civil Litigation
- Corporate law
- Any other applicable legislation



4. ESSENTIAL SPECIALISED FIELDS OF LAW

4.1. Labour, Employment and Corporate Law

Expertise in labour, employment and corporate law matters, more specifically relating to the following;

- Ability to investigate misconduct and grievance related matters
- Ability to prosecute all levels of employees in a disciplinary hearing
- Ability to preside over complex disciplinary hearings
- Advise on procedural and substantive issues related to disciplinary hearings
- Advise on disciplinary codes and procedures, policies and labour law legislations
- Representation at the CCMA, Labour Court, Labour Appeal Court, Lower and Higher Courts, Supreme Court of Appeal and Constitutional Court and any other relevant forum
- Advise and assist in process and compliance with s189 of the Labour Relations Act (LRA) 66 of 1995 as amended
- Ability to negotiate and settle labour disputes with individual employees / group of employees or the bargaining unit employees represented by organised labour
- Ability to preside and or chair Collective Bargaining Forum
- Provision of legal opinion as and when required (all legal fields as described)
- Sound knowledge of and the provision of advice in respect of all employment and corporate-related legislations
- Sound knowledge of the Companies Act, 71 of 2008 and other legislation (Schedule 4 of the Act)
- Ability to provide advice to the Commission as Regulator on corporate legal matters

5. APPOINTMENT OF THE SERVICE PROVIDER

The appointment of the Service Provider is on the understanding that the Service Provider has the necessary experience and expertise in matters related to:

- The Constitution of the Republic of South Africa;
- Labour Relations Act
- Basic Conditions of Employment Act
- Occupational Health and Safety Act
- Employment Equity Act
- The Companies Act
- Any other relevant and applicable legislation

6. DELIVERABLES

The Service Provider, in providing the services, shall be able to deliver, on an “as and when required” basis, at least the following:

- Legal opinions
- Investigations
- Disciplinary hearing matters
- Favorable Arbitration Awards
- Favorable court orders and / or judgements
- Representation of the Commission in any relevant court / forum

7. HISTORY AND PANEL OF THE TEAM

- Provide a brief history of the firm and outline the firm’s organogram, indicating names of resources and geographic structure (regional / provincial offices within the country)
- Provide Curriculum Vitae of your team that will be dealing with CIPC work with specific reference to their educational / professional background and their relevant experience in labour, employment and corporate law matters

8. REPORTING REQUIREMENTS

- The respective panel of attorneys will report to the Senior Manager: Employee Engagement or any delegated person in respect of labour and employment matters;
- The respective panel of attorneys will report to the Senior Manager: Corporate Legal, or any delegated person in respect of corporate law matters.

9. DURATION OF THE CONTRACT

- The expected duration of the contract is for a period of three (3) years from the date of signing of the Service Level Agreement (SLA).
- The Service Level Agreement is eligible for extension after the three (3) year period, but attorneys on the panel may have to resubmit their proposals if they still wish to be considered for re-appointment after the end of the three (3) year term.

10. PRESENTATION AND SITE VISITS

- Shortlisted service providers may be required to do a presentation and / or question and answer session.
- CIPC may also conduct site visit / inspection if necessary.



11. CLIENT BASE

- Provide a list of clients for whom legal services (Labour, Employment and Corporate Law) were rendered on a regular basis in the past three (3) years. The most recently served clients must be mentioned first and specify nature of all work done.
- Three (3) company reference letters from clients whom the firm has provided services similar to the identified areas of specialty.

12. PENALTY PROVISIONS

12.1 Should the Service Provider not perform its obligations in terms of this Agreement or to the satisfaction of the CIPC, the CIPC shall be entitled (apart from exercising other remedies available to it in law including the common law), in its sole discretion to impose the following penalties against the Service Provider:

- The CIPC may withhold payment after giving the Service Provider written notice within 7 (seven) days of the breach. Such payment shall be released only if the Service Provider remedies the breach to the satisfaction of CIPC within 7 (seven) days of receiving notice of the breach.
- The CIPC may reduce the contract price (or quotation amount) by the amount which represents the cost of the unperformed activity if the Service Provider fails to remedy the breach to the satisfaction of the CIPC within 7 (seven) days of receiving notice of the breach.
- The successful service provider would be expected to submit a project proposal indicating methodologies to be employed and work break down schedule, which will be presented to the CIPC.

13. PROPRIETARY RIGHTS

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

The service provider shall not, without the written consent of the CIPC, granted by a duly authorised official, use, copy or communicate to any person such documents or information, except as strictly necessary for the purposes of the SLA. In addition, and without limiting the foregoing, the service provider shall deliver such documentation to the CIPC, immediately upon the expiry or termination of the SLA.

14. INDEMNITY / PROTECTION / SAFEGUARD

The service provider safeguards and indemnifies the CIPC against any losses that may occur due to cost, damage, demands and claims that is the result of injury or death, as well as any damage to property of any or all contracting persons of the service provider, that is suffered in any way, while delivering a service to the CIPC.

15. GENERAL CONDITIONS

- 15.1. The price quoted will remain applicable unless and until the CIPC is notified to the contrary by the service provider.
- 15.2. The service provider must furnish the following information as comprehensively as possible:
- Full details of the service provider - head office registered address and e-mail
- telephone and fax numbers
 - Level of technical competency
 - Company profile
 - Full details of the individuals to be involved, their expertise, track record and roles in the assignment.
 - A detailed cost breakdown. Prices will be fixed for the duration of the contract.
 - Clearly defined milestones, correlating to the sections outlined in this invitation.
 - A detailed explanation of the methodology and process to be adopted.
- 15.3 Regular progress reports should be submitted to the CIPC, indicating the key developments in the time period reported on.

16. ENGAGEMENT MODEL

- 16.1. The basis of engaging service providers will be on needs identified by CIPC as and when such arises.
- 16.2. CIPC will send through **requests for quotations (RFQs)** to all registered service providers as and when the CIPC requires them on a rotational basis.
- 16.3 Accredited service providers on the panel are **not guaranteed** any work under this project.
- 16.4 The accredited service providers will be expected to provide quotations as and when the service is required for services they are accredited for with specific terms of reference.
- 16.5 The accreditation process will be subject to the service provider's acceptance of the Supply Chain Management Department's general contract conditions.
- 16.6 CIPC may at its sole discretion, award an assignment or any part thereof to more than one accredited service provider(s).
- 16.7 CSD and tax matters will be confirmed prior to award
- 16.8 Pricing Guidelines will be provided for each RFQ send and participants will be required to indicated a total cost inclusive of VAT on the pricing schedule (SBD 3.3 provided
- 16.9 CIPC will ensure that a competitive process will apply to all projects identified

17. PAYMENTS

CIPC will only make payments for acceptable work completed and delivered

9. PRICING

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 17 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 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

12. 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.

13.1 Evaluation (Phases)

The evaluation will be completed in 2 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation Phase



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 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.			
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 17 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>		1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page 4. 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. 5. No password protected USB allowed. Do not submit CDS 6. 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	Total
		1	2	3	4	5		
1.	<p>Level of experience and expertise</p> <p>Demonstrated knowledge and at least 10 years' experience in labour, employment and corporate law. The experience rating will be as follows:</p> <p>0 – 5 years = 1 6 – 9 years = 2 10 – 12 years = 3 13 – 15 years = 4 More than 15 years = 5</p> <p>(Note: Experience and knowledge of law firm)</p> <p>Please include a table indicating similar contracts for the past 3 years indicating the following (clients company, project description, date awarded, date completed, contract amount)</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Experience less than 5 years = 1 2. Experience between 6 – 9 years = Score 2 3. Experience between 10 – 12 years = Score 3 4. Experience between 13 - 15 years = Score 4 5. Experience greater than 15 years = Score 5 						30	
2.	<p>Curriculum vitae and academic qualifications</p> <p>Qualified and experienced labour, employment and corporate law capacity. Please include CVs of people who will be responsible for the project</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. CVs not attached or indicate no required experience/knowledge of required project = 1; 2. CVs with irrelevant experience, no similar work indicated for this project = 2; 3. CVs with relevant experience and three years' formal qualification (or combinations of qualifications e.g. certification) plus similar work in labour, employment and corporate law and 10 years work experience = 3; 4. CVs with relevant experience and four years' formal qualification with at least 13 years' similar work experience in labour, employment and corporate law = 4 5. CVs with relevant experience and five years (masters or more) formal qualifications with at least 15 years similar work experience in labour, employment and corporate law = 5 						25	
3.	<p>Delivery of similar assignments</p> <p>Track record / evidence of timely delivery of legal opinions, investigations, disciplinary hearing matters, favorable arbitration awards, favorable court orders and / or judgements and court appearances</p>						25	



No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	<ul style="list-style-type: none"> Provide company testimonial letters / (references) from clients that you have delivered this type of service to. (minimum of three references) Please provide contact details of the clients. CIPC may verify reference provided by bidders <p>Rating of the client (1-5), duration of the contract / project completed in time, the service provided satisfactory / not satisfactory:</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Required reference letter/s not submitted or contain no relevant labour, employment and corporate law related information score = 1 Three reference letters submitted containing insufficient information, no satisfactory rating, score = 2 Three Reference letters meets the requirement of the project, satisfactory rating of 3, duration of project and completed in time. score = 3 Reference letters meets the requirement of the project, satisfactory rating of 4, duration of project and completed in time score = 4 Reference letters meets the requirement of the project, satisfactory rating of 5, duration of project and completed in time score = 5 <p>It is the prospective bidders' responsibility to obtain relevant reference letters complying to the above.</p>							
4.	<p>Understanding of this brief and CIPC business mandate and strategy; and proper completion of documentation in response for this proposal (submit a cover letter with quotation)</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Proposal does not meet this requirement, no proper documentations Score=1 Proposal meeting some of this requirement, some documentation not properly compiled score=2 Proposal meeting all the requirements, understanding of CIPC mandate & strategy and proper documentation score=3 Proposal meeting the requirements, understanding of CIPC mandate & strategy and proper documentation with indexing and numbering of pages' score=4 Proposal meeting the requirements, understanding of CIPC mandate & strategy with additional examples with extensive research of CIPC mandate and proper documentation with indexing and numbering of pages' score=5 						10	
5.	<p>Project Plan</p> <p>Detailed project plan with time frames</p> <p>Clearly defined milestones, correlating to the sections outlined in this invitation.</p> <p>A detailed explanation of the methodology and process to be adopted</p>						10	

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	<p><u>Ratings to be awarded as follows:</u></p> <p>1. No approach, no methodology submitted and no project plan submitted Score =1</p> <p>2. Project plan, approach and methodology partly or not meeting the above Score =2</p> <p>3. Approach, methodology and project plan demonstrating understanding Score =3</p> <p>4. Detailed approach, methodology and project plan with additional information exceeding above criteria but without samples, template and project tools used in previous projects Score =4</p> <p>5. Detailed project plan with additional information exceeding above criteria with detailed samples, templates, project tools used in the past projects indicated above under reference Score =5</p>							
	Total						100	

Note:

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **70 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**
- The service provider **THAT ACHIEVE LESS THAN 70 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**
- Bidders obtaining 70 and above points will qualify to be placed on the CIPC panel of service providers, up to a maximum of 15 panel members.**
- Note: Evaluation criteria applied will result in service providers with the highest scores (70 and above) to be accepted to the panel up to a maximum of 15.**
- Example: Service providers with an evaluation score of 80 will be accepted to the panel first, from highest to lowest until the threshold of 15 (fifteen) is reached. Should only 10 bidders qualify, then the CIPC reserves the right to appoint only 10 service providers, instead of the maximum indicated.**
- A letter of Acceptance will be forwarded to all successful service providers**
- No pricing is required for this RFP**



11. BRIEFING SESSION

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

<u>COMPULSORY BRIEFING SESSION</u>	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. Hlengani Nobela E-mail: hnobela@cipc.co.za

Ms Lucinda Steenkamp E-mail: LSteenkamp@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: 04 DECEMBER 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 26 JANUARY 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