



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

## **ANNEXURE: "H"**

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

**CIPC BID NUMBER: 05/2024/2025**

**DESCRIPTION: INVITATION TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CIPC WITH AN AUDIT SPECIFIC DATA ANALYTICS SOFTWARE**

**CONTRACT PERIOD: THREE {3} YEARS)..**

**BID CLOSING DATE: 16 AUGUST 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".**

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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) **All documents in the USB must open and be readable – CIPC will not be held liable for documents not opening**
- h) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- i) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- j) 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 blank 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 or number documents separatetly.**
- k) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- l) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- m) **Score are allocated based on the information provided in the USB's**
- n) All pages must be signed; numbered and initial as per the Original copy
- o) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- p) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- q) Bidders to ensure that USB 's are not password protected
- r) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- s) **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 18 AND 19**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). ***Failure to comply with this requirement will disqualify the bid.***
- g) All prices must be valid for 120 days

**PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

- 1. 1 (ONE) ORIGINAL / HARD 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.**

**Please complete and sign**

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. PURPOSE

The purpose of this document is to outline the terms of reference for a service provider to provide CIPC with an Audit specific Data Analytics software.

#### 5. BACKGROUND

The CIPC is an agency of the Department of Trade, Industry and Competition (DTIC) in South Africa. The CIPC was established in terms of the Companies Act, 2008 (Act No. 71 of 2008) as a juristic person to function as an organ of state within the public administration, but as an institution outside the public service.

The functions of the CIPC includes:

- Registration of companies, co-operatives and intellectual property rights (trade marks, patents, designs and copyright) and maintenance thereof.
- Disclosure of Information on its business registers.
- 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).
- Licensing of Business rescue practitioners.
- Report, research and advise Minister on matters of national policy relating to company and intellectual property law.

The success of CIPC relies upon the availability, integrity and confidentiality of the information and data used to satisfy its customers' requirements and the computer systems, which process that information. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate information.

Internal Audit has made a strategic decision to enhance its audit approach through utilizing of the Computer Assisted Audit Techniques (CAATs), to enable a more proactive and comprehensive view for effective risk management, business assurance, and audit efficiency. This will also assist in identification of data anomalies and risks that can threaten the CIPC.

These TORs are therefore aimed at sourcing a Data Analytics accredited service provider for the provision of Audit specific data analytics software.

### **Requirement/s**

Internal Audit has made a strategic decision to enhance its audit approach through utilizing of the Computer Assisted Audit Techniques (CAATs), to enable a more proactive and comprehensive view for effective risk management, business assurance, and audit efficiency. This will also assist in identification of data anomalies and risks that can threaten the CIPC.

These TORs are therefore aimed at sourcing a Data Analytics accredited service provider for the provision of data analytics application software.

**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.

## **6. SCOPE OF WORK**

The successful service provider is expected to supply CIPC with an Audit specific Data Analytics application software. The data analytics application requirement details are as follows;

- The solution should support data extraction from multiple data sources such as 12.10.FC14 IBM Informix, Oracle 19.17, Microsoft SQL 2016 and related ODBC data sources.
- Should enable Internal Audit to perform risk, internal audit and business analytics against CIPC (finance, IT, HR, business operations and other) data.
- Should enable comparison of data sets between business systems.
- Provide advanced analytic techniques to support big data analytics for forensics, accounting, investigations, business performance and other processes as required.
- Provide security mechanisms to keep CIPC data secure.
- Should enable Internal Audit to perform Continuous Auditing & Monitoring.
- Should be compatible with current and planned (future) CIPC IT infrastructure

### **The following key benefits must be derived from data analytic software:**

- Improve productivity of audit resources by using data analytics technology to identify problem areas, enabling audit management to focus auditors on areas that represent the biggest risk to CIPC.
- Improve audit coverage and ensure Internal Audit analyses 100% of transactions rather than just a sample.
- Reduce the dependency on IT and other parties to extract data from underlying systems
- Audit CIPC environment continuously and monitoring to ensure adding of value to the business as a whole.
- Assist management in decision making





## **7. REPORTING**

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

## **8. WORKING CONDITIONS**

### **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 the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- 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 Internal Audit Chief Audit Executive (CAE) and Senior Manager (SM) will subject the quality and standard of service rendered by service provider to quality control.
- Should CIPC, through the Internal Audit CAE and SM, 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. CONTRACT AND DURATION:

The contract duration is for 3 years , A Service Level Agreement (SLA) will be entered into with the successful bidder.

## 10. COSTING

- **Please refer to ANNEXURE A PAGE 18 AND 19 for the details below on how pricing should be submitted**
- Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account ***all costs for the duration of the contract period and to CLEARLY indicate the price***
- **Note: Service providers will be responsible for all costs e.g. Transportation for ALL activities associated with this bid. PLEASE NOTE:** CIPC reserves the right to procure only selected components, firewall layers or services based on the solution proposed.
- **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.**
- **Pricing : NB: Please refer to Annexure A and provide a detailed price breakdown for all requirements of the TOR.**  
**Pricing and Project Plan (per option, if applicable)**

Item	Description of Element
1.	Provision of Audit specific Data Analytics software
2.	Provision of support and software maintenance services for the duration of the contract
3.	Provide training to CIPC Internal Audit resources

## 11. SPECIAL CONDITIONS

- The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- CIPC reserves the right to negotiate with the successful bidder on price;
- 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;
- 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));
- 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;
- 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.

### 12.1. Evaluation (Phases)

The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Functional Evaluation
- Phase 3: Pricing and Preferential Procurement policy

### 12.2. 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 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: <b>Important:</b> <i>The CSD will be used as our primary verification document to claim points for specific goals for this bid</i> • <i>It is compulsory to submit a CSD report for point verification</i>		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 UNIQUE REFERENCE NUMBER</b> <i>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</i>
8.	NB: Pricing Schedule: Compliance to <a href="#">PAGE 18 ANNEXURE "A"</a> REFER TO PAGE 5 TO 6  <u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>		• Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope. • 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> <u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>
9	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 19  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR  <u><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></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. <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> 5. <b>NOT password</b> protected USBs allowed. Do not submit CDS 6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u><b>FAILURE TO COMPLY WITH ALL REQUIREMENTS SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b></u>



10	BIDDERS READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<p>BY SUBMITTING A PROPOSAL IT IS ASSUMED THAT THE BIDDER HAS READ AND UNDERSTOOD THE MANDATORY REQUIREMENTS AS STATED IN THIS TOR</p> <p><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></p>
11.	<p>Bidders shall submit a letter from the <b>OEM Certification/ Partner:</b></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 Product/ Software/ Solution/Systems/Technology manufacturer /owner authorising the resale or support of the proposed Product/Solution/System/Technology .</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>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b></p>		<ol style="list-style-type: none"> <li><u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u> (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><u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u></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>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b></p>

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

### 12.3. PHASE 3: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

All bidders that advance to Phase 3 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><b><u>TECHNICAL EXPERTISE</u></b></p> <p>Demonstrate experience in the supply of an Audit specific Data analytics software in organisations similar to CIPC and provide methodology detailing project timelines and how the project will be executed including support and software maintenance.</p> <p><u>Ratings to be awarded as follows</u></p> <p>1. Score = 1: No demonstration of technical expertise (could not provide details on any of the required submissions) and no methodology provided.</p> <p>2. Score = 2: Methodology submitted with limited demonstration of expertise. Project timelines and how the project will be executed not provided.</p> <p>3. Score = 3: Methodology submitted with detailed project plan indicating project timelines, scope of work and how the project will be executed and implemented. Technical expertise details provided with no proof of similar services/work done..</p> <p>4. Score = 4: Methodology submitted with detailed project plan indicating project timelines, scope of work, and how the project will be executed and implemented. Technical expertise details provided indicating details of similar services/work done in 2 companies (testimonial letters must be attached</p> <p>5. Score = 5: Methodology submitted with detailed project plan indicating project timelines, scope of work, and how the project will be executed and implemented. Technical expertise details provided indicating details of similar services/work done in 3 companies (testimonial letters must be attached).</p>						10																		
2.	<p><b><u>TOOL FEATURES AND VENDOR CAPABILITY</u></b></p> <p>Demonstrate tool features and vendor capability according to criteria below:</p> <table><tr><td>I.</td><td>Interface</td><td>User friendliness and ease of use, of the user screen/s of the application, which is used to interface with application for conducting user functions – explanation of navigation within the system.</td></tr><tr><td>II.</td><td>Usability/Functionality</td><td>Fit for purpose: The application's ability to be used in an effective manner by users with basic training – list and description of audit-specific analytics that the tool can be used for.</td></tr><tr><td>III.</td><td>Security</td><td>The application ability to secure information that is processed and stored on the system. The application must have adequate security measures to protect information/data used for analysis.</td></tr><tr><td>IV.</td><td>Scalability</td><td>The system ability to be expanded and/or upgraded to a larger scale e.g. server version of application</td></tr><tr><td>V.</td><td>Availability of Local Support</td><td>Details on assistance by vendor on technical and non-technical matters relating to the tool, as and when required.</td></tr><tr><td>VI.</td><td>Training Plan</td><td>Details on user and technical (if applicable) training that will be provided. Skills required by users to use the tool in an effective manner to achieve required results</td></tr></table> <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score = 1: Detailed and relevant demonstration of 1 or 2 items above or no relevant demonstration at all</p> <p>2. Score = 2: Detailed and relevant demonstration of 3 items above</p> <p>3. Score = 3: Detailed and relevant demonstration of 4 items above</p> <p>4. Score = 4: Detailed and relevant demonstration of 5 items above</p> <p>5. Score = 5: Detailed and relevant demonstration of 6 items above</p>	I.	Interface	User friendliness and ease of use, of the user screen/s of the application, which is used to interface with application for conducting user functions – explanation of navigation within the system.	II.	Usability/Functionality	Fit for purpose: The application's ability to be used in an effective manner by users with basic training – list and description of audit-specific analytics that the tool can be used for.	III.	Security	The application ability to secure information that is processed and stored on the system. The application must have adequate security measures to protect information/data used for analysis.	IV.	Scalability	The system ability to be expanded and/or upgraded to a larger scale e.g. server version of application	V.	Availability of Local Support	Details on assistance by vendor on technical and non-technical matters relating to the tool, as and when required.	VI.	Training Plan	Details on user and technical (if applicable) training that will be provided. Skills required by users to use the tool in an effective manner to achieve required results						60
I.	Interface	User friendliness and ease of use, of the user screen/s of the application, which is used to interface with application for conducting user functions – explanation of navigation within the system.																							
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No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	<p><b><u>COMPANY COMPETENCY TESTIMONIALS (VENDOR REPUTATION)</u></b></p> <p>Provide reference letters, within the last five (5) years, from the respective customers on their letterheads confirming implementation of an Audit specific Data analytics software. The letters MUST INCLUDE the company name, company letterhead, the services offered, contact person, and contact details (numbers and email addresses) and be signed.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li>Score = 1: No letters provided</li> <li>Score = 2: 1 to 2 letters provided with no satisfactory performance, content not relevant or not meeting all requirements of this bid.</li> <li>Score = 3: 3 to 5 letters provided with satisfactory performance based on minimum requirements or expectations from clients.</li> <li>Score = 4: 6 to 7 letters provided with slightly better performance than minimum requirements or expectations from clients.</li> <li>Score = 5: 8 to 10 letters provided with excellent performance far beyond minimum requirements or expectations from clients.</li> </ol>						15
4.	<p><b><u>DETAILS OF PROJECTS THAT INVOLVED DATA ANALYTICS RELATED PRODUCTS.</u></b></p> <p>The Service Provider must provide details of projects that involved implementation of the of an Audit specific Data analytics software.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li>Score = 1: No details provided.</li> <li>Score = 2: Details indicating 1year but less than 4 years' experience in providing an Audit specific Data analytics software.</li> <li>Score = 3 Details indicating 5 years' experience in providing an Audit specific Data analytics software.</li> <li>Score = 4: Details indicating more than 5 years and less than 10 years' experience in providing an Audit specific Data analytics software.</li> <li>Score = 5: Details indicating more than 10 years' experience in providing an Audit specific Data analytics software.</li> </ol>						15
<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**



## 12.4. PHASE 4: 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

1. 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

2. 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**
3. 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	<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: 67% = 6.7 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>	10
2	<b>Gender are women (ownership)*</b> 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"> <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>	8
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**

- **It is compulsory to submit a CSD report for point verification**
- **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**
- 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.





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### 13. BRIEFING SESSION

PLEASE NOTE THAT THERE IS A BRIEFING SESSION SCHEDULED FOR THIS. BIDDERS WHO DID NOT ATTEND THE BRIEFING SESSION WILL NOT BE ALLOWED TO BID

<u>COMPULSORY BRIEFING SESSION</u>	
<u>DATE:</u>	29 JULY 2024
<u>TIME</u>	10:00 AM
<u>ONLINE</u>	VIA MS TEAM
<u>MEETING LINK</u>	Meeting ID: 373 832 632 486 Passcode: 23rwhT
<u>IMPORTANT NOTE TO BIDDERS:-</u>	NB: IT IS COMPULSORY TO ATTEND : FAILURE TO ATTEND IMMEDIATELY DISQUALIFIES YOUR BID

### 14. 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

### 15. 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. Mpho Mathose – Email: [mmathose@cipc.co.za](mailto:mmathose@cipc.co.za)

Mr. Xolile Sikhakhane - E-mail: [xsikhakhane@cipc.co.za](mailto:xsikhakhane@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.*

### 16. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE:** 12 JULY 2024

**COMPULSORY BRIEFING SESSION DATE:** 29 JULY 2024 AT 10H00:AM

**BIDS CLOSING TIME:** 11: 00 AM

**BIDS CLOSING DATE:** 16 AUGUST 2024

**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**

## 17. ANNEXURE (“A”): BID PRICING SCHEDULE

PAGES 18 AND 19 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER  
WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW: PRINT AND PLACE IN PRICE ENVELOP

**TABLE 1**

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<b><u>Applicable Currency:</u></b> <ul style="list-style-type: none"><li>All prices shall be quoted in South African Rand.</li></ul>
2.	<b><u>Completion of Pricing Schedule:</u></b> <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.	<b><u>Applicability of Quoted Prices:</u></b> <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.	<b><u>Total Bid Cost:</u></b> <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.	<b><u>Exchange Rate Fluctuations:</u></b> <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 <u>in the pricing schedule- SBD 3.3</u></li></ul>
6.	<b><u>Bid Price Calculation:</u></b> <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.	<b><u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u></b> <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**



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

**FORMAT FOR PRICE QUOTATION): TERM: 3 YEARS**

The suppliers must break down payment as per deliverable on the project plan. Reports are to be developed and presented per deliverable, e.g.

No	Activities	Unit Cost	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Total (R000)
1.	Provision of Audit specific Data Analytics software (2 Licenses)					
2.	Provision of physical/online support to an estimated budget of 180 hours (5hours pm) for the duration of a contract					
3.	Provide practical training to 8 CIPC Internal Audit resources					
4.	Provision of software updates/upgrades (as and when required)					
5.	<b>ANY OTHER APPLICABLE OR ADDITIONAL ITEMS: Please provide details and costs for each item. Attach a detailed price breakdown</b>					

**TOTAL COST FOR A PERIOD OF 3 YEARS**

	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Total
<b><u>Total Bid Cost over 3 years = (GRAND TOTAL OF TABLES ) inclusive of all costs for this bid</u></b>				Price VAT excl.
Ceiling price to be <b>carried over to SBD 3.3 and form 1</b> for the duration of the contract.				VAT
<b><u>3 years</u></b>				
<b>THIS PRICE WILL BE USED FOR PRICE EVALUATION FOR TH BID</b>				TOTAL

**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

**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.**