



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

ANNEXURE: "H"

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 03/2023/2024

**DESCRIPTION: INVITATION TO BIDDERS TO PROVIDE
PROPOSAL FOR THE PROVISION OF
OFFICE PREMISES FOR THE CIPC
JOHANNESBURG SELF SERVICE CENTRE**

CONTRACT PERIOD: SIXTY MONTHS (60)

BID CLOSING DATE: 28 JUNE 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) **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
- 1. 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 separately.** Ensure that all folders and documents are opening prior submission
- 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) **Score are allocated based on the information provided in the USB's**
- m) All pages must be signed; numbered and initial as per the Original copy
- n) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- o) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- p) Bidders to ensure that USB 's are not password protected
- q) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- r) **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.



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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 FROM PAGE 22 TO 24
- 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 17 of 26 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

1. PURPOSE

The primary objective of this bid is to invite suitably qualified landlords to submit proposals for the provision of an office premises for the CIPC Self Service Center (SSC) located in Johannesburg, Marshalltown, and conduct tenant installation (fit-out) in accordance with CIPC requirements (designs and specifications).

2. BACKGROUND

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

3. SCOPE OF WORK

The scope of this project shall entail the provision of readily available office premises and must meet the CIPC requirements specified below. The tenant's installation must form part of the proposal and costed accordingly. The project shall entail the following main aspects:

3.1 BUILDING SPECIFICATIONS

The proposal should include all the below services:-

3.1.1 Office Location

The office location should be within the Johannesburg Central Business District (CBD) or Marshalltown surrounding area and in close proximity to various transport modes for ease of access to CIPC clients. The accommodation must be a shopfront located preferably on the ground floor, where it is visible and accessible from the street and cater for easy access to persons with disabilities.



3.1.2. Lease Period

The lease period is to be for a period of (60) sixty months and the contract should include the option for a further lease extension and a clause for contract cancellation should the CIPC business operation or requirements change.

3.1.3. Office Space Requirements

The size of accommodation required by CIPC is to be between 280m² and 300m² which is to be divided into a front and back office. The back office will be inclusive of office accommodation, storage, server room, manager's office, and kitchen.

Remarks: CIPC will not consider any office space requirements that falls out of the range cited above.

3.1.4 Parking

Six (6) parking bays for CIPC officials is to be included in the lease and the building should comprise of access controlled public parking with capacity to cater for at least (50) fifty CIPC clients visiting the office. The parking lighting and ventilation shall be sufficient, if there is no natural illumination and ventilation, emergency lighting and ventilation shall be provided. All floor conditions should not pose tripping hazards. The parking must be well-lit, possess sufficient and serviced fire extinguishers/ hydrants and patrolled by security officers.

3.1.5 Grading

The accommodation is to be a Grade B (Prime) or Grade C (Prime) on the comparative accommodation grading scale and the bidder must provide proof which is not older than 12 months. The proof of grading must be issued by an organisation accredited by the South African Property Ownership Association (SAPOA) and in line with their requirements.

3.1.6 Occupancy

The accommodation must be an existing building, ready for occupancy by the CIPC on the 01 September 2024, immediately after completion of the tenant installation and network infrastructure. The appointed landlord will be expected to finalise the tenant's installation in (6) six weeks once a purchase order is issued.

3.1.7 Safety requirements

The accommodation must be in compliance with all Building, Safety and Emergency Legislation and Regulations.

3.1.8 Security

The accommodation must be located within a building which is safe and the premises is safeguarded (24/7) hours by a security service provider appointed or under the management and/or control of the landlord. The premises must at all times patrolled by security officers reporting to a security control room. The successful bidders shall be responsible for security of the premises afterhours and during weekend and holidays.

3.1.9 Access to Persons with Disabilities

The accommodation including the parking must be accessible or prepared for access for persons with disabilities as prescribed in legislation. Universal Accessibility as per SANS 10400 Part S compliant for People Living with disability.

3.1.10 Ablution Facilities

The accommodation must provide for fully functional new or refurbished ablution facilities (Male, Female & Persons with Disabilities) that meets the OHS Act requirements, separate from the public (i.e. For Staff separate from Public). The building must also provide ablution facilities for public (i.e. CIPC customers), separate from staff and cleaning service shall the responsibility of the successful bidder.

3.1.11 Ceiling Tiles

A provision must be made to replace broken or untidy ceiling tiles with new ones.

3.1.12 Amenities

The accommodation must be a clean and conducive environment and facilities, cleaning and hygiene services well managed and maintained. Cleaning of the exterior of the office space and other common areas shared with other tenants remains the responsibility of the landlord. The premises shall make provision for waste containment area and effective waste management process for the leased building.

3.1.13 Power

- The accommodation must have a reliable back-up power source to ensure the minimum interruption of business operations, and in case of power outages. **(This is to be included in the lease).**
- A separate electrical meter reader must be installed and metered separately, and power factor correction and Auto Voltage Regulation (AVR) equipment shall be installed. The installation must comply with all the relevant building regulations and COC must be issued.

3.1.14 Water

The accommodation must have clean and constant supply of water to the kitchen, water cooler and CIPC reserves the right to test the quality of water at any time. The building shall have provisions for uninterrupted back up water supply (i.e make provision for a separate water truck dedicated to CIPC).

Remarks: It shall be the responsibility of the successful landlord to provide water to the CIPC office in the case of any water interruption.



3.1.16 Maintenance

The landlord shall be responsible for the normal day-to-day electrical, plumbing, air-conditioning and general building repairs and maintenance to ensure a safe and conducive working environment and this must be costed in the bid proposal. **(This is to be included in the lease).**

The accommodation must be in compliance, in respect of the all National Building Regulations, SANS 10040, as amended and Fire and Local Municipal Fire Legislation, Regulations, etc. and the minimum requirement being that a “smoke detection system” to be fitted, linked to the Landlords and CIPC (24) hour security control room. All fire equipment, including the “portable” fire equipment, needs to be provided and maintained by the landlord as part of the lease.

Remarks: The successful bidder shall be responsible for the following maintenance.

Major Maintenance: HVAC system, confirmation of 410A gas usage for artificial ventilation. Provision of periodic service reports. Indoor air quality measuring and monitoring upon occupation, with intervals of two years/ ad hoc. In accordance to ERW and SANS 10400 part O. Submission/ provision of Electrical COC including test reports, in addition displayed sign for electrical DB/ apparatus, legends and labeling of switches/ power points. Necessary sign for electrical DB/ apparatus.

Structural Maintenance: maintenance of the structural integrity of the building, such as walls, roof, foundation, and load-bearing elements.

3.1.16 Fire Protection, Detection and Prevention

The accommodation must be in compliance, in respect of the Application of National Building Regulations SANS 10400A, as amended and Fire and Local Municipal Fire by-laws and regulations, etc. and the minimum requirement being that a “smoke detection system” to be fitted, linked to the Landlords (24) hour security control room.

Provision of Fire Protection Plan SANS 10400 A9-A10 Emergency diagram; Approved Building Layout drawing, also indicating:-

- Fire escape doors installed with door locks adjacent to the door;
- Fire doors (non-slide) open outward as per fire protection regulation;
- Fire hose reels and fire hydrants in the building or within the building perimeter respectively; and
- Emergency escape routes/ fixed staircases with four or more steps fitted with handrails.

All fire equipment, including the “portable” fire equipment, needs to be provided and maintained by the landlord as part of the lease in accordance with SANS 1475 Part 1 & 2. The provision of the records of Technician Fire Protection Accredited in term of Part 1 & 2 of SANS 1475.SAQCC Fire registered serviceman. The provision of Integrated/ interfaced of emergency alarm, fire detection and suppression systems. In addition submission of the commissioning certificate and regulatory testing thereof. Provision of illuminating mandatory emergency symbolic signage and backgrounds for fire equipment. Provision of operational emergency exit doors and emergency assembly area.

4.2. Tenants installation

The scope of the tenant installation for the CIPC Self Service Centre is as follows:

4.2.1 Tennant Fit-out

4.2.1.1 Adjourning offices/Room areas

Erection of Brick wall shall comply with the requirements of SANS 10400 Part K. The wall shall also run up until the upper slab and act as a fire wall.

4.2.1.2 Shop front

The shop front windows and doors are to be secured by a roller-shutter or retractable security gate depending on the location of the office space to secure the premises, personnel and assets when required and afterhours. The office windows shall be fitted with a dark film should it face the sunrise direction to protect the officials from exposure to the effect of sunlight.

Remarks: The entire office shall be made of brick and mortar should the propose office be outside of the shopping center and form part of the building perimeter.

4.2.1.2 Front Office

Dry-walling: The front and back offices need to be divided by means of a dry-wall partition, with an inter-leading solid door, secured with a minimum four (4) lever security lock.

False wall: A secure false dry-wall partition to face the shop front must be installed within the appropriate position as directed and approved by CIPC, for the self-help terminals to be secured on. (To be addressed in the Briefing Session)

The said false wall, needs to be a curved drywall, approximately 2.5m in height, covered with brown laminated wood vinyl material, covering the entire width of the wall. The wall is to accommodate fourteen (14) "Twenty-Three Inch" self-help touch screen terminals, each weighing approximately 8.94kg. The self-help terminals are to be mounted and secured by means of customised wall brackets provided successful bidder.

Demarcation: Each individual self-help terminal, needs to be demarcated with an esthetical glass or other acceptable/suitable materials, to ensure the privacy of clients transacting with CIPC.

Electrical Power Points: Each self-service terminal (i.e. computer mounted in wall) as well as the additional computer workstations (i.e. located in the back office), are to have a dedicated power point, secured within an enclosed conduit and/or trunking where required. At least (6) self-service terminal, (2) computer workstations and lights must be linked to a back-up battery power supply unit or generator to ensure business continuity in the event of a power failure or emergency situation. Positioning thereof, as per floor layout still to be finalised as this is dependent on the available space. One terminal is to be set-up for persons with disabilities in wheelchairs. Additional points need to be provided for the TV display screen, roller shutter gate, reception desk, CCTV camera system, CIPC illuminated signage box, etc.

Trunking: Trunking is to be installed to run both power and networks cabling separately.



Floor Coverings: Front office must be tiled with a combination of white porcelain tiles “cherry blossom” glue vinyl (1212 X 185 x 4,5mm), accompanied by a skirting of the similar colour.

Firearm Storage Area: Construct a user-friendly facilities for visitors to check in and store their firearms.

Paint: The remaining walls must be painted, at least (2-3) coats, in a “matt white finish” good quality interior washable paint.

Air-conditioning: The front office area must be fitted with a new air conditioning system separate from that of the building to ensure the office is well ventilated and equipped with an efficient air-conditioning system, maintained by the landlord, to control temperatures within the set parameters specified in legislation for a conducive working environment. Provision must be made for a separate air conditioning system controller, specifically for the server room.

Lighting: The front office must be well illuminated with energy saving cool white lighting bulbs and/or fluorescent tubes and comply with the applicable legislation. Illumination measuring and monitoring upon occupation, with intervals of two years/ ad hoc. (in accordance ERW3 and schedule.

Emergency Lighting: The front office needs to be fitted with “emergency lighting” linked to a back-up battery power supply unit or generator to ensure adequate lighting in the event of a power failure or emergency situation.

Noise Reduction and Control: The noise levels within the front office need to be maintained at an acceptable level between 40 and 60 decibels as external noise needs to be reduced to an acceptable level.

4.2.1.3 Back Office

The back office layout structure must be able to accommodate the following:-

No.	Description	Square meters	Power Point	Quantity
1	Server Room – Constructed using brick and mortar	11m ²	Min 9	-
2	Cleaners & Security Store Room – Dry wall partitioning	4m ²	1	-
3	Manager Office – Dry wall partitioning	12m ²	X3	1
4	Office storeroom	6m ²	1	-
5	Kitchen – part of the open plan	-	Min 6	-
6	Back Office - Open Plan Workstations – Built-in workstation using wood with credenza and keys	-	Min 18	12
7	Front office – Self Service terminal & Reception desk	-	Min 17	10

4.2.1.4 Back Office

Back Office: The back office must cater for staff entrance and management and/or supervisory functions to be conducted, storage of stationary, documents and cleaning- and other- materials. This is also to include an Ablution Facilities for staff and kitchen area for staff on their tea and lunch breaks.

Walls: The walls dividing the front and back office, needs to be a secure structure erected from floor to ceiling and fitted with a lockable door to separate the back and front office.

Doors: The doors within the back office need to be of solid material, fitted with a minimum four (4) lever security locking mechanism.

Office: The Manager/Supervisor Office needs be constructed within the back office, where the business functions could be conducted in private and fitted with carpet.

Workstation Area: All (10) workstations must be built-in and constructed from materials with a dark wooden grain laminated wood finish with lockable cabinets and duplicate keys installed underneath and position separately from each other in a 45 degrees angle.

Kitchenette: The back office area is to include a kitchenette with wash basin with kitchen cupboards, manufactured from materials with a dark wooden grain laminated wood finish, each with a credenza and keys for staff to lock their personal belongings. The kitchen cupboards must have a long (ceiling to wall) cupboards for security cleaning material.

Kitchen Counter: The kitchen counter must be made on a "Black Granite" top. A fridge, microwave oven and water cooler shall be provided for the kitchenette by CIPC.

Staff storeroom: The storeroom should comprise of a ventilation and must be fitted with steel racks for storage of files, stationary, other essential- materials to be stored.

Cleaner & Security storeroom: The storeroom should comprise of a ventilation and must be fitted with built-in cabinets accommodating 10 personal to secure personal belongings.

Painting: The walls (dry-walling and brick and mortar walls), needs to be painted with (2-3) coats of a high quality matt white finish.

Electrical Power: Adequate power points are to be provided with trunking or conduits for the electrical equipment for the back office, and include additional points to cater for the computer hub-switch gear, workstations, printer, server room, security control room equipment, etc.

Lighting: The back office lighting must be in accordance to the legislation and fitted with economical cool white bulbs/fluorescent tubes.

Floor: The kitchenette floor area needs to be tiled with "Super White Nano Shiny Polished Porcelain" floor tiles (600mmx600mm). The entire back office floor, is to be fitted with "Brown Berber Point" carpet tiles.

4. GENERAL

- i. Potential bidders will be provided with information regarding the tenant fit-out, etc. required for the CIPC office at the Compulsory Briefing Session. (**** Failure to attend shall invalidate the Bid***)
- ii. A picture of the "false wall" on which the touch screen terminals are to be fitted, can be viewed at the CIPC Pretoria Self Service Center located at Suncardia Mall, 1st floor, 541 Madiba Street, Arcadia, Pretoria.
- iii. Bids to include a floor sketch, pointing out the allocated office space and floor, accessibility to Person with Disability, 24 hours security control room and current rent roll list.
- iv. As part of the proposal bidders are required to provide a detailed space plan drawing in line with CIPC requirements above, for sign-off by CIPC and on which the contractor is to execute the tenant fit-out. The fees associated with the tenant's installation / Fit-out, should be included in the actual bid pricing schedule.
- v. Should the bidder decide in future to sell the building to another company while in contract with CIPC and the new owners decide to evict CIPC, the bidder shall be liable for the refund of the tenant installation.



Remarks: A signed and endorsed draft lease proposal is to be included for each office accommodation submitted for consideration in this bid. It is the bidders responsibility to cost all cost associated with tenants installation, no cost will be additional cost will be entertained.

5. CONTRACT DURATION

The contract period with the successful landlord will be for a period of **(60) sixty months commencing on 01 September 2024**, of which the tenant's installations project will be expected to be completed.

6. PRICING

TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL AND PLACED IN THE SEPARATE FOLDER IN THE USB MARKED "FINANCIAL PROPOSAL" OR PRICE PROPOSAL

- The bid price must represent the total cost of the lease and tenants installation project, which will be immediately payable by the CIPC to the successful bidder upon completion of the tenant's installation, in accordance with an agreed office layout and payment schedule which must be linked to set bid proposal. The tenant's installation cost or schedule will be stipulated in the SLA.
- The bid price must be inclusive of VAT and quoted in RSA currency.

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

THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. SDB 3.3: PRICING SCHEDULE
2. SDB FORM 1: INVITATION TO BIDS
3. A BIDDER **MUST** ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 26 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period 5 YEARS **costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SDB FORM 3.3 AND SDB FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

7. The CIPC Obligation

- 7.1 The CIPC Snr Manager: Facilities and Security or his/her delegation will serve as the contact person on all matters relating to the lease and tenants installation.
- 7.2 The CIPC Snr Manager: Facilities and Security or his/her delegation will review, evaluate and approve both the propose office layout and the tenants installation against the Tor on an ongoing basis and prior to payment is made;

7.3 The CIPC will supply all reasonable, relevant, available data and information required and requested by the successful bidder for the proper execution of the tenant's installation and such assistance as shall reasonably be required by successful bidder in carrying out their duties under this contract.

8. WORKING CONDITIONS

8.1 SERVICE PROVIDER'S OBLIGATION

- 8.1.1 To work closely with the CIPC Snr Manager: Facilities and Security or his/her delegation responsible for the lease and tenants installation;
- 8.1.2 Attend meetings when required by the CIPC Snr Manager: Facilities and Security or his/her delegation for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 8.1.3 The successful bidder will be responsible for its own computers and technical literature to adequately perform all the functions;
- 8.1.4 The successful bidder will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by the dtic strictly confidential;
- 8.1.5 The successful bidder must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

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 successful landlord shall be drawn to the effect of government Safety Legislation. The successful landlord must ensure (be sure) that relevant steps are taken to ensure that building comply with this requirement;
- The successful landlord shall provide the following as requirements as part of the bid proposal:-
 - a) Valid COIDA Letter of Good Standing (Certified Copy);
 - b) Signed SHE policy, Signed by CEO OHS Act Sec 16(1); and
 - c) Company Organogram cascading to site operations;

8.5 Reporting

The CIPC Facilities & Security Unit will be the contract custodian and successful bidder shall report immediately any security incident or breaches to the CIPC Snr Manager: Facilities and Security or his/her delegation;

9. SPECIAL CONDITIONS

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
CIPC reserves the right to negotiate with the successful bidder on price;
- ii. Travel between the consultant's home, place of work to the "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;
- iii. 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);
- iv. 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;
- v. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vi. 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;
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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;
- xi. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract;

- xii. 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.
- xiii. 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.
- xiv. The Service Provider shall be required to provide training & skills transfer for the services.
- xv. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvi. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xvii. The resources that a bidder supply will be subjected to an assessment result 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.
- xviii. CIPC reserves the right not to make this appointment.

10. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria: Bids will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Evaluation (Phases)

The evaluation will be completed in 4 phases:

- Phase 1: Compliance to minimum requirements and/or mandatory requirements
 - Phase 2: Functional evaluation
 - Phase 3: Site visit and presentation by the bidders
 - Phase 4: Pricing and Preferential Procurement policy.
-



10.1. PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

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

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD) Note: 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		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 UNIQUE REFERENCE NUMBER 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
8.	NB: Pricing Schedule: Compliance to PAGE 22 TO 25- ANNEXURE "A" REFER TO PAGE 5 TO 6 and 22 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 26 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>		<ul style="list-style-type: none"> 2. Bidders must submit a USB with their proposal- 1 copy of the original document 3. USB to be submitted in pdf format and to be read only 4. All documents to be signed and bidders initial each page 5. 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. Ensure that all folders and documents are opening prior submission 6. NOT password protected USBs allowed. Do not submit CDS 7. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u>FAILURE TO COMPLY WITH ALL REQUIREMENTS 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>
11.	Proof of building evaluation grading by accredited SAPOA or SAPOA accredited service provider'		<u>The Service Provider is must submit proof of building evaluation grading report for the past 12 months from SAPOA or SAPOA accredited service provider'</u> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER</u>
12	IMPORTANT: SUBMISSION OF PROPOSE BUILDING FLOOR PLAN DRAWING AS PER CIPC REQUIREMENTS.		Bidders must submit a detailed building floor plan drawing/sketch in line with CIPC requirements, for sign-off by CIPC and on which the contractor is to execute the tenant fit-out <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.

10.2. PHASE 2: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

Cr.No	FUNCTIONALITY EVALUATION CRITERIA	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1	<p>A signed and endorsed draft lease proposal indicate the lease cost including the allowance for tenant's installation signed by the owners/landlord of the building and not an agency or third party.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 No Lease submitted Score = 2 Lease submitted and not meeting all above. Score = 3 Signed lease and meeting all above. Score = 4 Signed lease agreement with list of tenants Score = 5 Signed Lease agreement, list of tenants and building ownership. 						25	
2	<p>Provide a current building Report from SAPOA indicating the building Grading.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 Report with no grading/very poor Score = 2 Report with Grade C Score = 3 Report with Grade B Score = 4 Report with Grade A Score = 5 Report with Grade P 						20	
3	<p>A detailed building floor plan drawing/sketch pointing out the front and back office, server room, security control room, office, store room, etc.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 Floor plan not in compliance Score = 2 Floor plan meeting some of the above Score = 3 Floor plan meeting all requirements Score = 4 Detailed floor plans/sketch detailing all the above requirements, which confirmation location of the propose office as ground floor and a front office. Score = 5 Detailed floor plans/sketch with extensive details of all the above, which confirmation location of the propose office as the ground floor and a front office, and 3D floor plans plus more adds ons information. 						20	
4.	<p>Provide copies of all Registration and Affiliation Certificates in respect of any such registration and/or affiliations in respect of property, accommodation and leasing or facilities management. i.e. SAPOA, etc.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 No Registration/Affiliate registration submitted Score = 2 Partly compliant documents (document submitted not up-to-date) Score = 3 Submit proof of up-to-date registration with one of the building organisation (SAPOA, NHRBRC, SACSC, etc.). Score = 4 Submit up-to-date proof of registration with two of the building organisation (SAPOA, NHRBRC, SACSC, etc.). Score = 5 Submit up-to-date proof of registration with three or more building/property organisations (SAPOA, NHRBRC, SACSC, etc.) 						20	
5.	<p>Proof of building compliance to all Building, Safety & Emergency Legislation (e.g.) SANS 10040, as amended and Fire and Local Municipal Fire Legislation, Regulations.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score = 1 None compliant. Score = 2 Inadequate proof Score = 3 Proof of Occupational Certificate Score = 4 Proof of Occupational Certificate and COC Score = 5 Proof of Occupational Certificate, COC, Fire Safety Certification 						15	
TOTAL							100	



Note:

1. 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.
2. Only Bidders who scored 60 or more points that will be evaluated for phase 3: **Site visit and Presentation**
3. **BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

10.3. PHASE 3: SITE VISIT AND PRESENTATION

- All bidders that advance to Phase 3 will be evaluated by a panel to determine compliance to the site visit and presentation requirements of the bid.
- The evaluation will be rated out of 100 points and will be determined as follows:
- Bidders to provide information as per below requirements

Cr.No	SITE VISIT AND PRESENTATION	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1.	Building Location How far is the premises in distance (km) from the current office location, Talis House, 17 Simonds Street, Marshalltown, Johannesburg. <u>Ratings to be awarded as follows:</u> <ol style="list-style-type: none"> 1. Score 5: Within a radius of 200m 2. Score 4: Within a radius between 200m and 300m 3. Score 3: Within a radius between 300m and 400m 4. Score 2: Within a radius between 400m and 600m 5. Score 1: Within a radius of more than 600m 						10	
2.	Building Location How far is the premises in distance (m/km) from bus stop (s) and taxi routes? <u>Ratings to be awarded as follows:</u> <ol style="list-style-type: none"> 1. Score 5: Within a radius of 200m 2. Score 4: Within a radius between 200m and 300m 3. Score 3: Within a radius between 300m and 400m 4. Score 2: Within a radius between 400m and 600m 5. Score 1: Within a radius of more than 600m 						10	
3.	Does the premises provide easy access from the street and is it clearly visible? <u>Ratings to be awarded as follows:</u> <ol style="list-style-type: none"> 1. Score 1: Very poor/ not compliant 2. Score 2: Partly compliant 3. Score 3: Compliant premises 4. Score 4: Compliant with clear access and visibility 5. Score 5: Compliant with clear, open, visible, marked access 						10	
4.	Is the premises properly guarded with sufficient personnel & security systems for (24/7) hours (365) days a year? <u>Ratings to be awarded as follows:</u> <ol style="list-style-type: none"> 1. Score 1: Very poor security (i.e. insufficient security personnel & security measures (security lights, intrusion detection, training, evacuation plans & procedures, cameras, etc.), main entrance inadequately secured to prevent intrusion, precisely during industrial or night. 2. Score 2: Poor security (i.e. the building will either have sufficient security personnel or security measures (security lights, intrusion detection, training, evacuation plans & procedures, cameras, etc.), not both. 3. Score 3: Compliant to security (i.e. building will have sufficient security personnel, and security measures (security lights, intrusion detection, training, evacuation plans & procedures, cameras, etc.). 4. Score 4: Compliant to security (i.e. building will have sufficient security personnel, security measures (security lights, intrusion detection, training, evacuation plans & procedures, cameras, etc.), and building entrance is adequately secured with security gates. 5. Score 5: Compliant to security (i.e. building will have sufficient security personnel, security measures (security lights, intrusion detection, training, evacuation plans & procedures, cameras, etc.), security station, signage advising on the security presence and building entrance is adequately secured with security gates. 						15	

5.	<p>Demonstrate whether the building has Emergency Power Generator.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1: Generator is available (Dysfunctional and no service record) Score 2: Generator is available but partly maintain or service (maintenance record and tested) Score 3: Generator is available, well maintained or serviced (up-to-date service/maintenance record) Score 4: Generator is available, well maintained or serviced (up-to-date service/maintenance record) by certified professional, and regularly testing with up-to-date load testing record. Score 5: Generator is available, well maintained or serviced (up-to-date service/maintenance record), serviced by certified professionals, maintenance schedule follows manufacturer recommendations and regularly testing with up-to-date load testing record. 						20	
6.	<p>Does the premises have a fire detection- and/or fire suppression- system and is it linked to the control room?</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1: Available & dysfunctional (no testing, no maintenance record, very poor fire safety, dysfunctional emergency equipment. Score 2: Available but not compliance (Partial testing & service, incomplete maintenance record, poor fire safety, ill-maintained emergency equipment) Score 3: Available & properly maintained and serviced, Fire safety in place, up-to-date emergency equipment. Score 4: Available & properly maintained and serviced, up-to-date record for the past 24 months. Up-to-date & sufficient emergency equipment (fire extinguisher, fire alarm, emergency light, first aid kit, horse reels, etc.). Score 5: Available & properly maintained and serviced, up-to-date record for the past 24 months. Up-to-date & sufficient emergency equipment (fire extinguisher, fire alarm, emergency light, first aid kit, horse reels, etc.). Displayed Floor plans & evacuation plans (step-by-step instruction), and exit and entrance signage. 						15	
7.	<p>Is the area where the building is located seen as a “generally safe” environment?</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1: Very poor access to people with disabilities, (i.e. dysfunctional ramps and elevators, insufficient accessibility to restrooms, neglected exteriors (i.e. falling debris, unstable balconies or railings), close proximity (i.e. 50m and less) to high risk businesses (taxi rank, tavern, brothel, etc.) Score 2: Partly compliance to Building Regulation, OHS Act, etc. Poor access to people with disabilities, (i.e. ramp and dysfunctional elevators or escalator, insufficient accessibility to restrooms, neglected exteriors (i.e. falling debris, unstable balconies or railings), close proximity (i.e. 100m to 50m) to high risk businesses or buildings (taxi rank, tavern, brothel, etc.) Score 3: Compliance to Building Regulation & OHS Act. Adequate access to people with disabilities, (i.e. ramps and elevators, sufficient accessibility to restrooms, maintained exteriors (i.e. Debris, balconies or railings), close proximity (i.e. 200m to 100m) to high risk businesses or building (taxi rank, tavern, brothel, etc.) Score 4: Compliance to Building Regulation & OHS Act. Proper access to people with disabilities, (i.e. ramps and elevators, more than sufficient accessibility to restrooms, maintained exteriors (i.e. Debris, balconies or railings), close proximity (i.e. 300 to 200m) to high risk businesses (taxi rank, tavern, brothel, etc.) Score 5: Compliance to Building Regulation & OHS Act. Adequate access to people with disabilities, (i.e. ramps and elevators (i.e. well maintained with service record), more than sufficient accessibility to restrooms, maintained exteriors (i.e. Debris, balconies or railings), close proximity (i.e. 400 to 300m) to high risk businesses (taxi rank, tavern, brothel, etc.) 						10	
8.	<p>What modes of transport are there is close proximity which clients could use and indicate how far from the building?</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1: Within a radius between 100m (taxi routes, bus stop, etc.) Score 2: Within a radius between 200m and 300m (taxi routes, bus stop, etc.) Score 3: Within a radius between 300m and 400m (taxi routes, bus stop, etc.) Score 4: Within a radius between 400m and 500m (taxi routes, bus stop, etc.) Score 5: Within a radius between 600m (taxi routes, bus stop, etc.) 						10	
TOTAL							100	



NOTE:

- The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = **Very poor**, 2 = **Poor**, 3 = **Good**, 4 = **Very good**, 5 = **Excellent**
- Site visit and presentation will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the site visit and presentation to proceed to the next phase.
- Only Bidders who scored 60 or more points that will be evaluated for phase 4.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

11. 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

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

The maximum points for this tender are allocated as follows:

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

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

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

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

- 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.

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

PAGES 22 AND 24 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<u>Applicable Currency:</u> <ul style="list-style-type: none"> • All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> <ul style="list-style-type: none"> • Bidders shall complete the pricing schedule in full, inserting all the information required therein. • In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<u>Applicability of Quoted Prices:</u> <ul style="list-style-type: none"> • All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. • The condition must be stated in SBD3.3 as well
4.	<u>Total Bid Cost:</u> <ul style="list-style-type: none"> • Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. • Note: Service providers will be responsible for all costs e.g., transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC
5.	<u>Exchange Rate Fluctuations:</u> <ul style="list-style-type: none"> • Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding</u>. • The portion of the bid price subject to exchange rate fluctuations must be stated <u>in the pricing schedule- SBD 3.3</u>
6.	<u>Bid Price Calculation:</u> <ul style="list-style-type: none"> • Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
7.	<u>IMPORTANT</u> <ul style="list-style-type: none"> • Electricity must be excluded from this quotation as separate electrical meter reader must be installed • Bidders are requested not to include electricity amount in this quotation.
8.	<u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u> <ol style="list-style-type: none"> 1. THIS PRICING SCHEDULE (ANNEXURE H (“A”)) 2. SDB 3.3: PRICING SCHEDULE



Companies and Intellectual
Property Commission
SIGNED BY AUTHORISED
a member of the dtic group

3. SBD FORM 1: INVITATION TO BIDS FOR
4. A BIDDER **MUST** ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD **SIGNED BY AUTHORISED REPRESENTATIVE**

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

Note

The proposed accommodation should be ready for occupancy by the **01 September 2024**. The appointed landlord will be expected to finalise the tenant's installation in (6) six weeks once a purchase order is issued.

- Any escalation percentage (%) per year must be clearly indicated without hidden costs and this must be inclusive for the duration of the contract period (60 months);
- The lease offer must also include general day-to-day building maintenance required to ensure a safe and conducive working environment.
- The lease contract should be signed with the owners/landlord of the building and not an agency or third party.
- The costing should be based on all requirements of the terms of reference for a period of 60 Months.
- Total Costing should be indicated per year from year 1 to 5 and a total bid price for year 1 to 5 must be stated.
- Prospective bidders must submit a total price as per table below clearly indicating the unit costs and any other costs applicable.
- Bidders to note that price validity is one hundred and twenty days (120) days.

TABLE 1: (FORMAT FOR PRICE QUOTATION):

Item Number		Monthly Amount (VAT inclusive)	Total Annual Amount (VAT Exclusive)	Total Annual Amount (VAT Inclusive)
1.	Monthly rental	R	R	R
2.	Monthly parking Bays (x6)	R	R	R
Operating cost:				
a)	Rates and Taxes	R	R	R
b)	Water Consumption	R	R	R
c)	Sanitary Services	R	R	R
d)	Refusal Removal	R	R	R
e)	Tenants Installation/Allowance	R	R	R
f)	City Improvement District Levies (CID)	R	R	R
g)	Any other relevant cost	R	R	R
Other – please specify				
Please provide full details of the item.				
5.	Internal Maintenance	R	R	R
6.	Air condition	R	R	R
7.	Generator Charges	R	R	R
8.	Common areas	R	R	R
9.	Any other relevant cost	R	R	R
Other (please specify)				

	Monthly amount (VAT included)	Total Annual Amount (VAT exclusive)	Total Annual Amount (VAT Inclusive)
Contract costs	R	R	R
Stamp duty	R	R	R
Firefighting equipment	R	R	R
Building maintenance	R	R	R
Any other relevant cost	R	R	R

Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
Including annual escalation)	(Including annual escalation) annual	(Including annual escalation)	(Including annual escalation) annual	Including annual escalation) annual	

TOTAL COST FOR A PERIOD OF 5 YEARS

	Total (R000)
<u>Total Bid Cost over 5 years =(GRAND TOTAL OF TABLES) inclusive of all costs for this bid</u>	Price VAT excl.
<u>Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract.</u>	VAT
<u>5 years</u>	
<u>THIS PRICE WILL BE USED FOR PRICE EVALUATION FOR TH BID</u>	TOTAL

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



Companies and Intellectual
Property Commission

a member of the dtic group

13. BRIEFING SESSION

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

<u>COMPULSORY</u> BRIEFING SESSION/SITE VISITS	DATE: 11 JUNE 2024 TIME: 11H00 AM VENUE: TALIS HOUSE, 17 SIMONDS STREET, CNR SIMONDS AND MARSHALL STREET, JOHANNESBURG, 2001
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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 OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr. Mzayifane Komane – Email: Mkomane@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: 24 MAY 2024

COMPULSORY SITE VISIT: 11 JUNE 2024

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 28 JUNE 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

ANNEXURE “B”

THE FORM BELOW MUST BE COMPLETED BY ALL BIDDERS

LOCATION:

No.	Description	Please indicate (Yes/No) or describe
1	Name of Building	
2	Physical Address	
3	Square meters available for the proposal	
4	No. of Parking Bays available for Clients	
5	Building Operating Hours	
6	Rental Rand per m ²	
7	Monthly Rental	
8	Estimated Rates & Taxes	
9	Lease period	
10	Name of the Landlord	
11	Who is responsible for general building maintenance and repairs?	
12	Is the building classified as “Green Building”?	
13	What amount is provided for “tenant installation”?	
14	Does the building have adequate amenities for staff and general public?	
15	Additional information	