



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

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 09/2024/2025

DESCRIPTION: INVITATION TO SUBMIT PROPOSAL FOR THE, APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT A CLOUD-BASED CASE MANAGEMENT SOLUTION

CONTRACT PERIOD: 36 MONTHS

BID CLOSING DATE: 28 OCTOBER 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.



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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 19 TO 21**
- 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 21 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. INTRODUCTION

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, cooperatives and intellectual property rights and maintenance of such information including those of close corporations. Related services include the disclosure of such information, compliance monitoring and enforcement of obligations with the Acts under CIPC's administration as well as dispute resolution arising out of infringements to these rights. Hence, the CIPC needs to ensure the integrity and efficiency of its services in order to provide accurate processing, retention and disclosure of information to all its stakeholders.

5. PURPOSE

The purpose of this document is to outline the terms of reference (TOR) for the invitation of service providers to submit proposals towards provisioning of an enterprise-wide case management solution.

6. BACKGROUND

In virtue of CIPC's regulatory role, internal units are continuously involved in investigation of various categories of cases. CIPC would like to invite service providers to submit proposals for provisioning a case management solution that will be highly customizable and scalable to be deployed across the organization. The system must allow the creation of electronic "cases" whenever investigations are to be conducted. Collaboration between investigators within the same units, but also (where applicable) across various units for initiation, progress tracking and conclusion of all investigations.

7. SCOPE OF WORK

The solution must incorporate features according to the five (5) elements of a typical case management system listed below:

1. Case intake/initiation

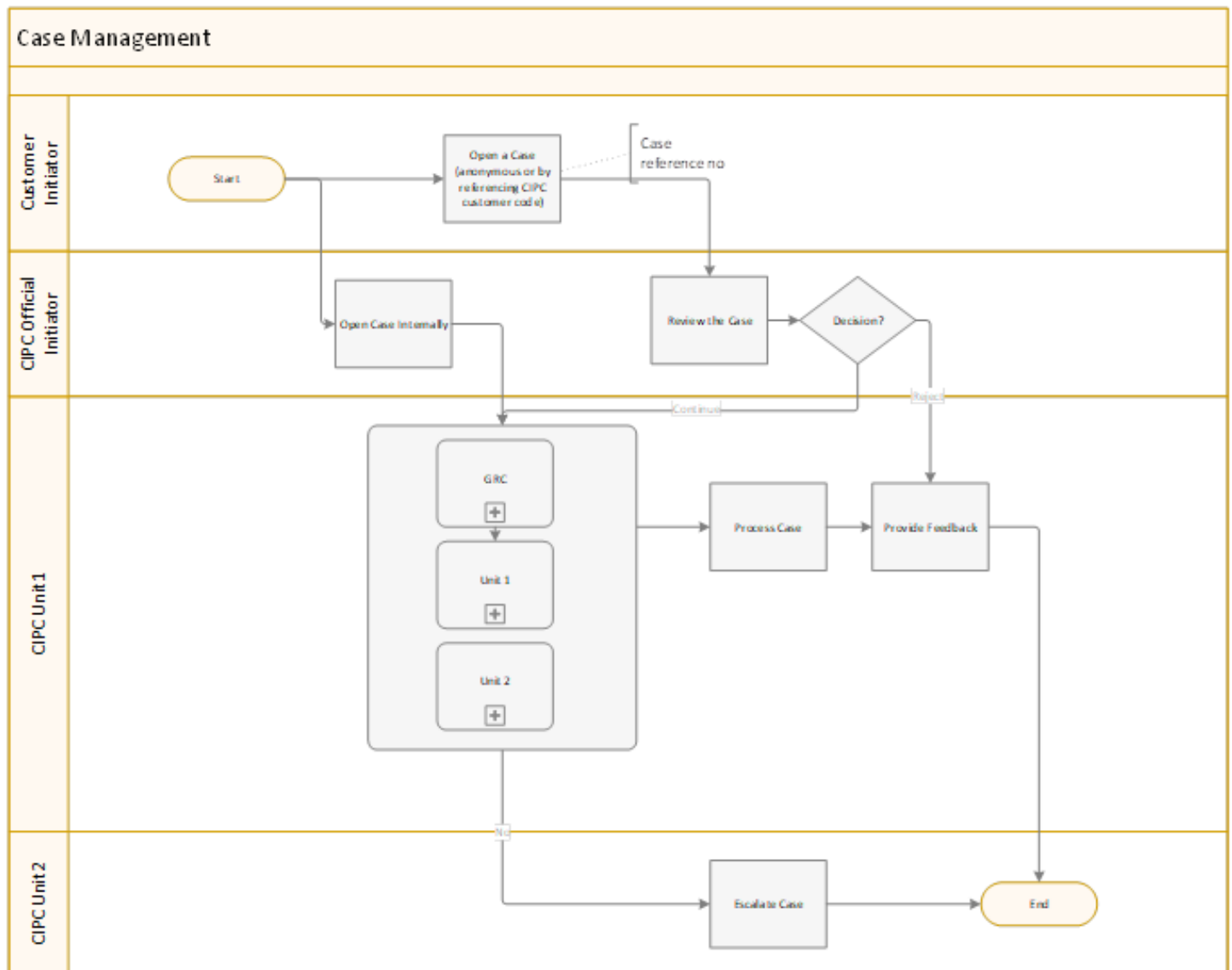
A 2-stream mechanism to initiate new cases with unique identifiers (e.g. a case number) into a register specifying the following upon creation:

- Unit/division/department (customizable)
- Category (customizable, e.g. type of contravention)
- Case type (customizable, e.g. reportable irregularity, court case, etc.)
- Source from where the case originated (customizable e.g. Internal by CIPC unit, external organizations, etc.)
- Date initiated
- Recording of person who initiated the case (for internal users)
- Essential details on 2-stream case initiation mechanism:

The system must allow 2 mechanisms (or streams) for case initiation, namely by internal CIPC users and by external customers. External case initiation should allow for anonymous customers and customers with CIPC customer codes. Anonymous customers should answer a secret question, and a reference number should be generated for subsequent status queries via the same platform. Existing external CIPC customers with customer codes should enter their customer codes for referencing purposes only (e.g. as a

field on a customer-facing form) for identification by CIPC. Subsequent status queries on cases will require the reference number and customer code. All external initiated cases need to be accepted or rejected by internal business units (based on category selected by external customer during case initiation) before these cases can be process by CIPC. The service providers need to indicate how business units will be alerted of newly external initiated cases (e.g. email alerts).

See high-level process flow below depicting 2 stream case initiation:



1. Case management

Ability to do the following throughout the life cycle of a case regardless at which step in a process the case may be:

- Record notes
- Set reminders and alerts
- Track deadlines
- Set appointments
- Send emails

- Attach (upload) documents **Note:** It must be stated whether the solution has its own built-in document/content management capability or whether integration with another document/content management solution (e.g. SharePoint) will be required.
- Search function on cases

8. REPORTING

Set reporting filters on a combination of the following parameters selectable by users:

- Case statuses (customizable e.g. “initiated”, “concluded”, etc. from dropdown)
- Specific periods between any 2 dates (e.g. quarterly)
- Per unit (from dropdown)
- Per category (e.g. contravention type from dropdown)
- Per individuals who worked on cases (dropdown)

2. Workflow

Ability to define and customize repeatable processes that may be different from unit to unit that cater for:

- Case assignment (to one or more investigators)
- Re-assignment of existing cases to different individuals
- Monitoring of upcoming due dates
- Automated overdue escalation notices to seniors
- Updating of case status depending on progress of investigations (statuses to be customizable)

3. Security

- Role-based (e.g. investigator, senior manager, executive, etc.) (allow update permission and view-only)
- Unit/division/department within CIPC

Please Note:

- The solution needs to be deployed on a cloud platform hosted by the service provider within the borders of South Africa.
- Data can be stored in any database management system, but the service provider needs to indicate that future integration with CIPC Oracle databases will be possible.
- Please elaborate on scalability and on ease of customization when addressing features.
- Please elaborate on how the installation will be secured (environment).
- It must be possible to integrate the system in future with other in-house solutions (e.g. on database level (Oracle) and/or via API). Please elaborate how integration can potentially be achieved.

9. OUT OF SCOPE

- Integration with other internal CIPC solutions (although this may be a future consideration and details on how this can potentially be achieved are required).

Note: CIPC has a number of in-house developed business systems and automated business processes and may have a future requirement to integrate these systems/processes with the case management solution (e.g. via API calls to the case management solution).

10. REPORTING

The contracted bidder's account manager will report to the **Divisional Manager: Architecture and Applications** of the BISG (Business Intelligence and Systems Group) of the CIPC.

Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA, for example;

- Bi-weekly and ad-hoc project meetings (virtual or physical where applicable) will be conducted, and monthly written reports will be submitted to the Divisional Manager. The progress reports shall contain at least the following:
- Incidents logged during the reporting period;
- Progress against project deliverables;
- Any other relevant or additional issues/requirements

11. PAYMENT

A deliverable-based payment plan needs to be provided for each of the work packages spread out over the complete contract period. Whenever payment becomes due on any deliverable a formal delivery acceptance certificate (DAC) needs to be submitted for approval by the CIPCs relevant divisional manager before an invoice is issued. The DAC will provide evidence of completed work as per the approved payment plan.

12. WORKING CONDITIONS

12.2 PROPRIETARY RIGHTS

The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC. The final product of all work done by the Service Provider shall be handed over to CIPC. The Service Provider resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC. Any code developed during the contract period will be the intellectual property of the CIPC.

12.3 INDEMNITY / PROTECTION / SAFEGUARD

- The Service Provider safeguards and sets free CIPC 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 service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC 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 Service Provider.



12.4 GOVERNMENT SAFETY

- The Service Provider's attention is drawn to the effect of government Safety Legislation. The Service Provider must ensure (be sure) that relevant steps are taken to notify the appropriate resources whether sub-contacted or not of this requirement.
- Service Provider resources must at all times follow the security measures and obey the rules as set by the CIPC.

12.5 QUALITY

- The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- Should CIPC be of the opinion that the quality of work is not to the required level, the Service Provider will be requested to provide alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

12.6 KNOWLEDGE TRANSFER

- The contracted Service Provider will be expected to work in an open and transparent manner, share information and transfer knowledge to CIPC resources.

12.7 TERMINATION

- The awarded contract will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions. In this case all completed deliverables must be handed over to CIPC.

13. CONTRACT DURATION

The contract duration is for 36 months.

A Service Level Agreement (SLA) will be entered into with the successful bidder. This will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions.

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)
- Support to include Data Centre Migration and Refresh activities.

14. COSTING

- **Please refer to ANNEXURE A PAGE 19 to 20 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.**
 - Support to include weekends (where applicable)
 - Support to include public holidays (where applicable)
 - Support to include Data Centre Migration and Refresh activities

15. 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);
- 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);
- 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;
- 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;
- 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 and/or his/her delegate;
- 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.

16. 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 Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Complete and sign the supplied pro forma document
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD) Note: Important: <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 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 <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 PAGE 19 ANNEXURE "A" REFER TO PAGE 5 TO 6 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		• 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: <i>SUBMISSION OF USB</i> REFER TO PAGE 5 OF 21 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page 4. Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders. 5. NOT password 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>FAILURE TO COMPLY WITH ALL REQUIREMENTS SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10	BIDDERS READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		BY SUBMITTING A PROPOSAL IT IS ASSUMED THAT THE BIDDER HAS READ AND UNDERSTOOD THE MANDATORY REQUIREMENTS AS STATED IN THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>

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



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.	<u>Technical Expertise Of Service Provider</u> - Demonstrated expertise in delivery of case management solutions. - Demonstrated project management experience as well as ability to perform maintenance and provide support. <i>Note: Technical expertise will be evaluated based on the quality of the project plan and maintenance & support plan (see paragraph on price schedule).</i> <u>Ratings to be awarded as follows:</u> <table><tr><th>Score = 1</th><th>Score = 2</th><th>Score = 3</th><th>Score = 4</th><th>Score = 5</th></tr><tr><td>No project plan and no maintenance and support plan</td><td>Only one of a project plan or maintenance and support plan provided</td><td>A basic project plan as well as basic maintenance and support plan provided</td><td>Detailed project plan covering all 4 high-level phases and a detailed maintenance and support plan provided.</td><td>Detailed project plan covering all 4 high-level phases as well as taking cognizance of additional aspects of project management. A detailed maintenance and support plan including additional aspects of change management.</td></tr></table>	Score = 1	Score = 2	Score = 3	Score = 4	Score = 5	No project plan and no maintenance and support plan	Only one of a project plan or maintenance and support plan provided	A basic project plan as well as basic maintenance and support plan provided	Detailed project plan covering all 4 high-level phases and a detailed maintenance and support plan provided.	Detailed project plan covering all 4 high-level phases as well as taking cognizance of additional aspects of project management. A detailed maintenance and support plan including additional aspects of change management.						20
Score = 1	Score = 2	Score = 3	Score = 4	Score = 5													
No project plan and no maintenance and support plan	Only one of a project plan or maintenance and support plan provided	A basic project plan as well as basic maintenance and support plan provided	Detailed project plan covering all 4 high-level phases and a detailed maintenance and support plan provided.	Detailed project plan covering all 4 high-level phases as well as taking cognizance of additional aspects of project management. A detailed maintenance and support plan including additional aspects of change management.													
2.	<u>Company Competency Testimonials</u> Provide a minimum of three (3) signed letters on official company letterheads from contactable references (jurisdictions / regulators that you have delivered this type of service to in the past 36 months: the letters should cover the following: Was the service provided satisfactory? Was the service provided in line with the Service provider's proposal and within budget? Did the Service provider deliver accurately and on time? Would the company make use of the service provider's services again? <u>Ratings to be awarded as follows:</u> <table><tr><th>Score = 1</th><th>Score = 2</th><th>Score = 3</th><th>Score = 4</th><th>Score = 5</th></tr><tr><td>No letters or Very poor testimonial provided</td><td>Less than satisfactory but not outright poor</td><td>Satisfactory based on minimum requirements or expectations from clients</td><td>Slightly better performance than minimum requirements or expectations from client</td><td>Excellent performance far beyond minimum requirements or expectations from client</td></tr></table>	Score = 1	Score = 2	Score = 3	Score = 4	Score = 5	No letters or Very poor testimonial provided	Less than satisfactory but not outright poor	Satisfactory based on minimum requirements or expectations from clients	Slightly better performance than minimum requirements or expectations from client	Excellent performance far beyond minimum requirements or expectations from client						10
Score = 1	Score = 2	Score = 3	Score = 4	Score = 5													
No letters or Very poor testimonial provided	Less than satisfactory but not outright poor	Satisfactory based on minimum requirements or expectations from clients	Slightly better performance than minimum requirements or expectations from client	Excellent performance far beyond minimum requirements or expectations from client													

No	EVALUATION CRITERIA	Rating					Weight										
		1	2	3	4	5											
3.	<u>Resource Competency CVs</u> - Provide CVs of the people who will be working on the project, clearly setting out their respective roles with relevant case management experience in development/customization, analysis and project management. - The CV's must clearly indicate the experience and success in similar projects and scoring will be based on the average experience of the team as a whole. <u>Ratings to be awarded as follows:</u> <table><tr><th>Score = 1</th><th>Score = 2</th><th>Score = 3</th><th>Score = 4</th><th>Score = 5</th></tr><tr><td>Relevant Experience less than or equal to 2 years.</td><td>Relevant Experience greater than 2 years, but not more than 3 years.</td><td>Relevant Experience greater than 3 years, but not more than 6 years.</td><td>Relevant Experience greater than 6 years, but not more than 8 years.</td><td>Relevant Experience greater than 8 years.</td></tr></table>	Score = 1	Score = 2	Score = 3	Score = 4	Score = 5	Relevant Experience less than or equal to 2 years.	Relevant Experience greater than 2 years, but not more than 3 years.	Relevant Experience greater than 3 years, but not more than 6 years.	Relevant Experience greater than 6 years, but not more than 8 years.	Relevant Experience greater than 8 years.						10
Score = 1	Score = 2	Score = 3	Score = 4	Score = 5													
Relevant Experience less than or equal to 2 years.	Relevant Experience greater than 2 years, but not more than 3 years.	Relevant Experience greater than 3 years, but not more than 6 years.	Relevant Experience greater than 6 years, but not more than 8 years.	Relevant Experience greater than 8 years.													
4.	<u>Solution Functionality</u> - Provide a features list (with detailed elaboration as far as possible) on the 26 features listed under paragraph 2 (Scope) of this document incorporating the 5 essential elements mentioned (case initiation, management, reporting, workflow, security) <u>Ratings to be awarded as follows:</u> Scoring of 1: Less than 10 features or not running on cloud or not elaborating on integration potential or not catering for 2 stream case initiation. Scoring of 2: Running on cloud and sufficient explanation on future potential of integration and catering for 2 stream case initiation with 10 or more features but less than 14 Scoring of 3: Running on cloud and sufficient explanation on future potential of integration and catering for 2 stream case initiation with 14 or more features but less than 21 Scoring of 4: Running on cloud and sufficient explanation on future potential of integration and catering for 2 stream case initiation with 21 to all 26 features but nothing in additional to the 26 listed features Scoring of 5: Running on cloud and sufficient explanation on future potential of integration and catering for 2 stream case initiation with all 26 features plus additional features not listed in this document clearly indicated as additional						60										
Total							100										

Note:

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

16.2. 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	- B-BBEE Certificate - CSD Registration report - CIPC Company Registration <i>Important the CSD will be used as our primary verification documents</i>	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	- B-BBEE Certificate - CSD Registration report - CIPC Company Registration <i>Important the CSD will be used as our primary verification documents</i>	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	- Confirmation of Disability Form as per SARS (ITRDD Form) - Medical Certificate <i>Important the CSD will be used as our primary verification documents</i>	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.

17. 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 BRIEFING SESSION</u>	
<u>DATE:</u>	11 OCTOBER 2024
<u>TIME</u>	10:00 AM
<u>ONLINE</u>	VIA MS TEAM
<u>VENUE</u>	D BLOCK-D0G-DG19 , THE DTI CAMPUS
<u>IMPORTANT NOTE TO BIDDERS:-</u>	<u>NB: IT IS COMPULSORY TO ATTEND : FAILURE TO ATTEND IMMEDIATELY DISQUALIFIES YOUR BID</u>

18. 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

19. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: Nmaghula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr. Anand Moopanar – Email: Amoopanar@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.

20. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 23 SEPTEMBER 2024

COMPULSORY BRIEFING SESSION DATE: 11 OCTOBER 2024 AT 10H00:AM

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 28 OCTOBER 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

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

PAGES 19 AND 21 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.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: - 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.	Applicability of Quoted Prices: - 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.	Total Bid Cost: - 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.	Exchange Rate Fluctuations: - 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 in the pricing schedule- SBD 3.3
6.	Bid Price Calculation: Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	Applicable SBD Document to be included in the USB as well as sealed Pricing envelop - THIS PRICING SCHEDULE (ANNEXURE H (“A”) - SDB 3.3: PRICING SCHEDULE - SBD FORM 1: INVITATION TO BIDS FOR - A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

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

INVALIDATE THE BID

TABLE 2 : BIDDER SHOULD FOLLOW THE FOLLOWING PRICING TABLE.

FORMAT FOR PRICE QUOTATION): TERM: 36 MONTHS

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of high-level deliverables set below (but are encouraged to breakdown these high-level deliverables in detailed deliverables where applicable) on an as and when required basis. Payment will be deliverable-based during the course of the project upon sign-off by CIPC of DACs (Delivery Acceptance Certificates) for each of the following deliverables

Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	<u>Deliverable 1:</u> Conduct requirement analysis with all relevant business areas and produce a written functional specification of solution functionality to be signed-off by CIPC based on defined scope as per this document.			
2.	<u>Deliverable 2:</u> Project plan with work breakdown structure that incorporates at a minimum the following phases Requirements analysis and drafting / approval of functional specification Development/customization of the solution based on functional specification Testing and training Deployment (go-live) Take cognizance of resource allocation, timelines, project critical path, assumptions, dependencies, risks, issues.			
3.	<u>Deliverable 3:</u> Successfully deployed solution			
4.	<u>Deliverable 4:</u> Maintenance and support plan. Elaborate on how maintenance and support will be offered after implementation of the solution for the remainder of the contract period. Payment on maintenance and support will only commence after deployment of the solution, and payment intervals and details will be determined in the SLA to be drafted after award of the tender. However, the CIPC needs to know at the time of bidding what percentage of the total cost of the tender will be allocated to maintenance and support and what it will include.			
	TOTAL			

BIDDERS TO NOTE

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)
- Support to include Data Centre Migration and Refresh activities.

TOTAL COST FOR A PERIOD OF 36 MONTHS

	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Total	
<u>Total Bid Cost over 36 Months</u> = (GRAND TOTAL OF TABLES) inclusive of all costs for this bid				Price VAT excl.	
Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract.				VAT	
<u>THIS PRICE WILL BE USED FOR PRICE EVALUATION FOR TH BID</u>				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.