



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

## **ANNEXURE: “H”**

### **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 17-2024-2025**

**DESCRIPTION: INVITATION FOR PROPOSALS FROM QUALIFYING SERVICES PROVIDERS FOR THE PROVISION OF STRATEGY PLANNING AND MONITORING SERVICES ON “AS AND WHEN REQUIRED” BASIS**

**CONTRACT PERIOD: TWO (2) YEARS**

**BID CLOSING DATE: 26 FEBRUARY 2025**

**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”.**

## **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 an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate 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 Regulations, 2001.
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 thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. 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.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. 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.
13. **Appointment will be subject to positive security screening results by the State Security Agency**
14. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
15. **All prices quoted must be inclusive of Value Added Tax (VAT)**
16. **All prices must be quoted in South African Rand**
17. **All prices must be valid for One hundred and twenty days (120) days**
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.
24. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 25. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 26. Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**  
**Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry**
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS**

**SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy** (hard printed copy of the technical proposal), this is for record keeping purposes and the USB Only will be used for bids evaluation.
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

**SUBMISSION OF USB**

**a) NO DISC WILL BE ALLOWED**

- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders. *Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders*
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed; numbered and initial as per the Original copy
- m) The USB must be submitted in **PDF format ONLY** and must be read ONLY; NO Passwords Protection
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) **Bidders to ensure that USB 's are not password protected**
- p) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

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



### 3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to submit a separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelope must be marked with the bidder's name
- c) Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")- **REFER TO ATTACHED SBD FORMS**
- d) The total Price (***Ceiling price***) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). **AND COMPLIANCE TO ANNEXURE A PAGE 16**
- 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 14**
  - ❖ SBD1 - INVITATION TO BIDS
  - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

**NB:** Bidders must also refer to page 11 of 17 of the Terms of reference under Mandatory Requirements

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

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

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

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

.....  
Signature

.....  
Date

## **1. INTRODUCTION**

The Strategy Planning and Monitoring unit seeks to acquire a service provider to provide strategy, planning and monitoring services, on demand as and when required, for a period of two (2) years. This will address the challenges faced by the CIPC and the Strategy Unit in particular.

## **2. BACKGROUND**

According to the Public Finance Management Act, 1999 (No.1 of 1999), as amended, herein after referred to as PFMA, the Companies and Intellectual Property Commission (CIPC) is a Schedule 3A public entity, an organ of state to function within the public administration, but as an institution outside the public service. The entity was established in May 2011, as a juristic person through the Companies Act, 2008 (No. 71 of 2008), herein after referred to as the Companies Act, 2008.

According to the Companies Act, 2008 the CIPC's objectives are:

the efficient and effective registration of companies, and other juristic persons, intellectual property rights  
the maintenance of accurate, up-to-date and relevant information concerning companies, foreign companies and other juristic persons, and concerning 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 this Act, and any other applicable legislation; and  
the efficient, effective and widest possible enforcement of this Act, and any other relevant legislation.

The CIPC is one of the fourteen (14) specialised regulatory and financial development agencies and institutions in supporting the Department of Trade, Industry and Competition's economic growth, employment and income equality endeavours, and in delivering products and services to the economic citizens of the country. As a specialised agency, the CIPC creates an enabling and facilitating environment for entrepreneurship, investment and innovation. To this end, the CIPC must develop strategies and plans to realise these goals as well as ensure execution of these plans through performance monitoring and reporting. Moreover, the CIPC must meet compliance requirements as per PFMA, 1999 and National Treasury (NT) Regulations such as:

Submission to the Minister of Trade, Industry and Competition of the Strategic Plan, Annual Performance Plan, and Annual Operational Plan, and tabling of these documents in Parliament

Submission to the Minister of Trade, Industry and Competition of Quarterly and Annual Reports and tabling of the Annual Report in Parliament

## **3. OBJECTIVES AND SCOPE**

The CIPC seeks to procure Strategy, Planning, and Monitoring Services, on demand, for a two (2) year period for the following services:

1.1 Vision 2030 updates and execution

1.2 Building Strategy execution/realisation capability and competencies

1.3 Support the review of the integrated planning and reporting framework, policy, process maps and standard operating procedure (SOP), if necessary

**SPM "ToR"**



- 1.4 Support the planning and reporting requirements (Strategic Plan, Annual Performance Plan, Annual Operation Plan, monthly reports, quarterly and annual reports), including ad hoc reports required by our stakeholders such as **the dtic**, National Treasury, Portfolio Committee etc.
- 1.5 Support the verification of reported performance information, including key performance indicators (KPI's) baselines and targets, including hoc reports required by our stakeholders such as the dtic, National Treasury, Portfolio committee etc.
- 1.6 Provide strategy advisory services
- 1.7 Provide ad hoc services – resource seconded to the CIPC full time
- 1.8 Skills transfer (training of executives and senior managers, and strategy managers, and strategy unit staff on the following
  - Contextual analysis/environmental scanning
  - Strategic thinking and analysis
  - Strategy formulation /strategy development
  - Strategy leadership, self –mastery, diversity equality, inclusion, communication, and collaboration
  - Government policy integration
  - Theory of Change and logical framework
  - Evaluation or impact studies
  - Any other training that might be required

**See below the skills and competencies as well as human resources required.**

Skills and competencies required	Scope	Number of resources required
<ul style="list-style-type: none"> <li>▪ Analytical Skills</li> <li>▪ Strategic Thinking</li> <li>▪ Communication Skills</li> <li>▪ Collaboration</li> <li>▪ Engagement and Facilitation</li> <li>▪ Report writing</li> </ul>	Strategy Reviews (Strategy formulation) x4	One person
<ul style="list-style-type: none"> <li>▪ As above, plus:</li> <li>▪ Advanced writing</li> <li>▪ Advanced document editing</li> </ul>	Vision 2030 updates (if necessary) execution	One person
<ul style="list-style-type: none"> <li>▪ Job design</li> <li>▪ Analytical Skills</li> </ul>	Building strategy execution/realisation capacity and competencies	Not less than two people
<ul style="list-style-type: none"> <li>▪ Data Interpretation</li> <li>▪ Policy review, mapping processes., and SOP development</li> </ul>	Review of the integrated planning and reporting framework, policy, process maps and standard operating procedure	Not less than three people
<ul style="list-style-type: none"> <li>▪ Data interpretation, synthesis, and analysis</li> <li>▪ Performance information auditing</li> <li>▪ Professional and business writing</li> <li>▪ Presentation</li> </ul>	Planning, Reporting and requirements (Strategic Plan, Annual Performance Plan, Annual Operation Plan, monthly reports, quarterly and annual reports), including ad hoc reports required by our stakeholders such as <b>the dtic</b> , National Treasury, Portfolio Committee etc	Not less than two people
<ul style="list-style-type: none"> <li>▪ Problem-Solving Skills</li> <li>▪ Communication Skills</li> <li>▪ Technical Expertise</li> </ul>	Any ad hoc services	One person seconded full time
<ul style="list-style-type: none"> <li>▪ Analytic skills</li> <li>▪ Problem solving skills</li> <li>▪ Communication skills</li> </ul>	Provide Strategy advisory services	Not less than two people
<ul style="list-style-type: none"> <li>▪ Training</li> </ul>	Skills Transfer	Not less than two people



#### 4. VENDOR ELIGIBILITY

- I. Provide contactable references of at least three entities where a similar service was rendered.
- II. Provide a summary of completed similar projects and initiatives completed by the service provider.
- III. Expertise/ Experience/ Qualifications of personnel to be assigned to the CIPC contract. (CVs detailing all these competencies for all personnel to be assigned to the CIPC).
- IV. Personnel to be assigned to the CIPC contract to prepare and present proposal to the tender evaluation committee (details will be provided).

#### 5. Time frames

- The contract will be valid for a period of Two (2) years
- Estimated period will be from 2025 to 2026

#### 6. Reporting

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

#### 7. COSTING

REFER AND COMPLETE **ANNEXURE "A"** PAGE 16

THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER MUST ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 5 WITH REGARDS TO PRICE

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

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



## 8. SPECIAL CONDITIONS

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- ii. CIPC reserves the right to negotiate with the successful bidder on price;
- iii. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- iv. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- v. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- viii. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- ix. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- x. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- xi. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.

- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xix. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xx. CIPC reserves the right not to make this appointment
- xxi. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiii. No state information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.
- xxiv. All possible steps shall be taken by the contract to ensure full execution of this agreement.

## 9. 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 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Functional Evaluation

### 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		Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> <b>The TCS PIN</b> will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
6.	<b>BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>		<b>VALID AND COMPLIANT B-BBEE Certificate (Compulsory)</b>  <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>
7.	Registration on Central Supplier Database (CSD) Compulsory Note: <b>Important:</b> Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report.. The B-BBEE Certificate is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report)  <b><u>SUBMIT SUPPLIER UNIQUE REFERENCE NUMBER</u></b>
8.	NB: Pricing Schedule: Compliance to <a href="#">PAGE 16 ANNEXURE "A"</a> REFER TO PAGE 4 TO 5 and 16 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope. Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
9.	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <b>Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders.</b> No password protected USB allowed. Do not submit CDS Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 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><b><u>Vision 2030 Updates and Execution</u></b></p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1. <b>Score 1</b> = approach does not say when and how updates will be done, provides no tracking tools, mismanages resources, fails to communicate, and has no impact measurement methods</p> <p>2. <b>Score 2</b> = approach is adequate on when, and how updates are done, provides basic tracking tools, manages resources satisfactorily, communicates</p> <p>3. <b>Score 3</b> = approach is adequate on when, and how updates are done, provides basic tracking tools, manages resources satisfactorily, communicates approach is adequate on when, and how updates are done, provides basic tracking tools, manages resources satisfactorily, communicates</p> <p>4. <b>Score 4</b> = approach say when, and how updates will be done, provides good tracking tools, manages resources effectively, communicates well, and has good impact measurement methods.</p> <p>5. <b>Score 5</b> = approach is clear about when, and how updates will be done, provides effective progress tracking tools, manages resources efficiently, communicates well with stakeholders, and has robust impact measurement methods</p>						15	
2.	<p><b><u>Building Strategy Execution/ Realisation Capabilities and Competencies</u></b></p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <p>1. <b>Score 1</b> = expertise of steps, and application to build the capability and competencies, as well as training programs are ineffective, support systems are absent, leadership development is non-existent, continuous improvement mechanisms are absent, and skills are not applicable</p> <p>2. <b>Score 2</b> = expertise of steps, and application to build the capability and competencies, as well as training programs are adequate, support systems are satisfactory, leadership development is adequate, continuous improvement mechanisms are basic, and skills are somewhat applicable.</p> <p>3. <b>Score 3</b> = expertise of steps, and application to build the capability and competencies, as well as training programs are adequate, support systems are satisfactory, leadership development is adequate, continuous improvement mechanisms are basic, and skills are somewhat applicable</p> <p>4. <b>Score 4</b> = comprehensive steps to build the capability and competencies are outlined, demonstrative expertise to carry out the process successfully, including a track record; training programs are effective, support systems are good, leadership development is strong, continuous improvement mechanisms are good, and skills are applicable.</p> <p>5. <b>Score 5</b> = comprehensive steps and innovative ways to build the capability and competencies are outlined, demonstrative expertise to carry out the process successfully, including a track record. training programs are highly effective, support systems are robust, leadership development is strong, continuous improvement mechanisms are in place, and skills are practically applicable.</p>						15	



3.	<b><u>Review of the Integrated Planning and Reporting Framework, Policy, Process Maps, and SOPs</u></b>							5
	<b><u>Ratings to be awarded as follows:</u></b>							
	1. <b>Score 1</b> = frameworks, policies, and SOPs are unclear, inconsistent, irrelevant, inefficient, and non-compliant.							
	2. <b>Score 2</b> = inadequate policies, and SOPs are unclear, rarely consistent, minimally relevant, do not streamline processes, and are partially compliant.							
	3. <b>Score 3</b> = frameworks, policies, and SOPs are somewhat clear, inconsistently applied, adequately relevant, ability to streamline processes to some extent, and are mostly							
	4. <b>Score 4</b> = demonstrate expertise in developing frameworks, policies, and SOPs are clear, mostly consistent, relevant, ability to streamline processes well, and ensure that are compliant.							
	5. <b>Score 5</b> = demonstrate expertise in developing frameworks, policies, and SOPs that are clear, consistently applied, highly relevant, ability to streamline processes efficiently, and are fully compliant with regulatory requirements.							
4.	<b><u>The Planning and Reporting Requirements - Strategic and operational planning, Development of SP, APP and AOP, KPI development and description, Performance Information Verification/Auditing, Compiling Quarterly Reports and Annual Report</u></b>							20
	<b><u>Ratings to be awarded as follows:</u></b>							
	1. <b>Score 1</b> = no expertise of relevant frameworks, guidelines and templates.							
	2. <b>Score 2</b> = limited expertise of relevant frameworks, guidelines and templates							
	3. <b>Score 3</b> = adequate expertise of relevant frameworks, guidelines and templates							
	4. <b>Score 4</b> = strong expertise of relevant frameworks, guidelines and templates							
	5. <b>Score 5</b> = Exceptional expertise of relevant frameworks, guidelines and templates							
5.	<b><u>Verification of reported performance information, including key performance indicators (KPI's) baselines and targets, including ad hoc reports required by our stakeholders such as the dtic, National Treasury, Portfolio Committee</u></b>							15
	<b><u>Ratings to be awarded as follows:</u></b>							
	1. <b>Score 1</b> = No expertise in verifying reported performance information, including KPIs, baselines, and targets. Processes are poorly executed and not compliant with relevant standards.							
	2. <b>Score 2</b> = Limited expertise in verifying reported performance information, including KPIs, baselines, and targets. Processes are somewhat compliant with relevant standards but lack detail and accuracy							
	3. <b>Score 3</b> = Adequate expertise in verifying reported performance information, including KPIs, baselines, and targets. Processes are generally compliant with relevant standards but may lack some detail.							
	4. <b>Score 4</b> = Shows strong expertise in verifying reported performance information, including KPIs, baselines, and targets. Processes are detailed and mostly compliant with relevant standards.							
	5. <b>Score 5</b> = Demonstrates exceptional expertise in verifying reported performance information, including KPIs, baselines, and targets. Processes are thorough, accurate, and compliant with relevant standards.							

6.	<b><u>Provide Strategy Advisory Services</u></b> <b><u>Ratings to be awarded as follows:</u></b> 1. <b>Score 1</b> = demonstrates no expertise, provides irrelevant recommendations, offers no implementation support, achieves no client satisfaction, and leads to no positive outcomes 2. <b>Score 2</b> = demonstrates limited expertise, provides minimally relevant recommendations, offers minimal implementation support, achieves low client satisfaction, and leads to few positive outcomes. 3. <b>Score 3</b> = demonstrates adequate expertise, provides somewhat relevant recommendations, offers adequate implementation support, achieves satisfactory client satisfaction, and leads to some positive outcomes. 4. <b>Score 4</b> = demonstrates good expertise, provides relevant recommendations, offers good implementation support, achieves good client satisfaction, and leads to positive outcomes 5. <b>Score 5</b> = demonstrates high expertise, provides highly relevant recommendations, offers strong implementation support, achieves high client satisfaction, and leads to positive outcomes						10	
7.	<b><u>Provide Ad Hoc Services – full time resource allocated. Quality of Resource Allocation and Service Delivery</u></b> <ul style="list-style-type: none"> <li>Evaluate the qualifications, experience, availability, technical skills, and ability to manage ad hoc tasks effectively. Assess the resource's adaptability, communication, and reporting capabilities, along with cost-effectiveness</li> </ul> <b><u>Ratings to be awarded as follows:</u></b> 1 <b>Score 1</b> = Lacks necessary qualifications, experience, or availability, with inadequate skills and high cost. 2 <b>Score 2</b> = Some relevant qualifications and experience, but limited availability or skills. 3 <b>Score 3</b> = Meets basic qualifications and experience, with acceptable availability and skills. 4 <b>Score 4</b> = Strong qualifications, experience, and availability, demonstrating good skills and cost-effectiveness 5 <b>Score 5</b> = Highly qualified, experienced, and fully available with outstanding skills and exceptional value for money.						10	
8.	<b><u>Skills Transfer</u></b> <b><u>Ratings to be awarded as follows:</u></b> 1. <b>Score 1</b> = skills transfer process is ineffective, employees do not retain or apply new skills, support is absent, and skills are not sustained over time. 2. <b>Score 2</b> = skills transfer process is limited, employees retain and apply few new skills, support is minimal, and skills are rarely sustained over time 3. <b>Score 3</b> = skills transfer process is adequate, employees retain and apply some new skills, support is adequate, and skills are somewhat sustained over time 4. <b>Score 4</b> = ): skills transfer process is effective, employees retain and apply new skills well, support is good, and skills are sustained over time. 5. <b>Score 5</b> = skills transfer process is highly effective, employees retain and apply new skills well, support is robust, and skills are sustained over time						10	
<b>TOTAL</b>							<b>100</b>	

**Note:**

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

## **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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

- Important:** Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

The bidder with the highest score will be recommended as the successful service provider.



## 10. ANNEXURE ("A"): BID PRICING SCHEDULE

PAGES 16 -17 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

**TABLE 1:**

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<b>Applicable Currency:</b> All prices shall be quoted in South African Rand.
2.	<b>Completion of Pricing Schedule:</b> 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.	<b>Applicability of Quoted Prices:</b> <ul style="list-style-type: none"> <li>• All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.</li> <li>• The condition must be stated in SBD3.3</li> <li>• Bidders to note that price validity is one hundred and twenty days (120) days</li> <li>• The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase</li> </ul>
4.	<b>Total Bid Cost:</b> 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
6.	<b>Bid Price Calculation:</b> Bidders to note that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<b>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</b> <b>THIS PRICING SCHEDULE ( ANNEXURE H ("A")</b> <b>SDB 3.3: PRICING SCHEDULE</b> <b>SBD FORM 1: INVITATION TO BIDS FOR</b> <b>A BIDDER <i>MUST</i> ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE</b>

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

**TABLE 2: BILL OF MATERIALS:**

	Description	Required Resources (No.)	Rates (Rand Per Hour)	Quantity Estimated Hours	Year 1	Year 2	Total
1.	Strategy Reviews (Strategy formulation) x4	One person			R	R	
2.	Vision 2030 updates (if necessary) execution	One person			R	R	
3	Building strategy execution/realisation capacity and competencies	Not less than two people			R	R	
4	Review of the integrated planning and reporting framework, policy, process maps and standard operating procedure	Not less than three people			R	R	
5	Planning, Reporting and requirements (Strategic Plan, Annual Performance Plan, Annual Operation Plan, monthly reports, quarterly and annual reports), including ad hoc reports required by our stakeholders such as <i>the dtic</i> , National Treasury, Portfolio Committee etc	Not less than two people			R	R	
6	Verification of reported performance information, including key performance indicators (KPI's) baselines and targets, including ad hoc reports required by our stakeholders such as the dtic, National Treasury, Portfolio Committee et	Not less than two people			R	R	



	Description	Required Resources (No.)	Rates (Rand Per Hour)	Quantity Estimated Hours	Year 1	Year 2	Total
7	Any ad hoc services	Not less than three people			R	R	
8	Provide Strategy advisory services	Not less than two people			R	R	
9	<b>Skills Transfer-</b> <ul style="list-style-type: none"> <li>Contextual analysis/environmental scanning</li> <li>Strategic thinking and analysis</li> <li>Strategy formulation /strategy development</li> <li>Strategic leadership, self-mastery, diversity equity and inclusion and communication and collaboration</li> <li>Government policy integration</li> <li>Theory of Change and logical framework</li> <li>Evaluation or impact studies</li> <li>Any other training that might be required</li> </ul>	Not less than two people			R	R	
10	<b>Additional Relevant Costs</b> (Please provide a detailed breakdown)						
					R	R	
					R	R	
					R	R	
<b>TOTAL PRICE TO BE CARRIED OVER TO SBD3.3 AND SBD FORM 1 TOTAL FOR TWO (2) YEARS</b>			<b>Total Cost excluding VAT</b>				
			<b>VAT</b>				
			<b>TOTAL COST FOR 2 YEARS</b>				

- Pricing proposal to include complete pricing for the Two (2) year period, inclusive of VAT.

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

## 21. BRIEFING SESSION

PLEASE NOTE THAT THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS.

	BRIEFING SESSION
	NONE

## 22. 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

## 23. ENQUIRIES

### A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: [Nmaghula@cipc.co.za](mailto:Nmaghula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

### B. Technical Enquiries

Ms Nokwanda Mdletshe-Email: [Nmdletshe@cipc.co.za](mailto:Nmdletshe@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.*

## 24. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE:** 17 JANUARY 2025

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

**COMPULSORY BRIEFING SESSION:** NONE

**BIDS CLOSING DATE:** 26 FEBRUARY 2025

**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**