



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

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 19/2024/2025

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR A CIPC CUSTOMER ENQUIRY MANAGEMENT SYSTEM

CONTRACT PERIOD: FIVE {5} YEARS).

BID CLOSING DATE: 18 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”.

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1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFT)

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit a valid Tax Clearance Pin for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the valid Tax Clearance Pin will result in the invalidation of this RFP. Certified copies of the Tax Clearance pin will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and CIPC reserves the right to negotiate with the successful bidder on price.
8. The service provider must ensure that their work is confined to the scope as defined.
9. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
10. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
11. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
12. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 13. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 14. All prices must be quoted in South African Rand**
- 15. All prices must be valid for One hundred and twenty days (120) days**
16. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
17. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
18. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
19. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

20. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
21. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. Fraud and Corruption:**

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

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



2. COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY

THE PROPOSAL

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

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

SUBMISSION OF USB

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

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

3. SUBMISSION OF PRICE PROPOSAL

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")- **REFER TO ATTACHED SBD FORMS**
- d) The total Price (***Ceiling price***) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). **AND COMPLIANCE TO ANNEXURE A PAGE 19 AND 20**
- 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 19 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

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate service levels to all its stakeholders.

CIPC would like to invite bidders to submit proposals for the Customer Enquiry Management System.

5. BACKGROUND

CIPC has a progressive strategy of becoming a more e-services orientated organization. CIPC Customers are currently engaging and transacting with CIPC through various channels, that includes Website, Collaboration partners, Self Service Terminals (via Service Centres), Mobile, Call centre, Webinars and other related service offerings.

CIPC has a requirement to channel all enquiries and queries to a central point of entry for more effective and efficient management and feedback. Customer queries provide vital data and business intelligence which should drive tactical and strategic interventions, hence the need to utilise an appropriate solution aimed at creating a Customer Engagement Centre which would provide a seamless “omni” channel, multi-channel multimedia, multi device integration functionality on a single platform eventually, to ensure CIPC remains abreast and equipped for this digital age

6. SCOPE OF WORK

On being awarded the contract, the successful bidder will be required to provide a Customer Enquiry Management System as per the requirements depicted in point 4 below. Therefore, the scope of this bid is for a system to receive, address and monitor written enquiries from the public via its website www.cipc.co.za.

6.1 SYSTEM REQUIREMENTS

CIPC requires a single point of entry for all written enquiries via its website www.cipc.co.za and the proposed solutions must include the following:

- a. customisation of software/solution to the CIPC environment and requirements,
- b. branding of the software/solution,
- c. installation
- d. maintenance and support for a period of 5 years.
- e. The proposed solution must also be scalable, allow for at least a minimum of 1200 concurrent customer users and internal staff users at any given point in time with an adequate response, (at least 350 staff members to work on back office system – respond to queries.)

- f. All staff (500) must be able to log queries.
- g. System must be compatible with all browsers used by consumers and not be browser version sensitive, and
- h. compatible with multiple consumer devices e.g. desktop, laptops, as well as smart phones and tablets.
- i. If the proposed solution is not built or run on oracle, it must be able to be migrated to oracle in the future.

The proposed software/solution must contain at least the below indicated functionalities:

6.2. Logging and Accessing of Enquiries:

- a. Customers must be able to log onto the enquiry system via the CIPC website with existing user account as provided and authenticated by the CIPC system. Customer verification via the customer code and/or ID number is required since CIPC is mandated by law to monitor who accesses its information, allow identification of the customer who needs assistance and monitor behaviour of customers.
- b. It must be compatible with all major browsers used by customers and must not be “sensitive” to browser versions.
- c. The Customer’s CIPC username and password must be integrated and enabled to sign on to the system. The system must integrate in real-time with existing CIPC systems to authenticate customer credentials. This will also include that, if the customer changed his or her customer profile, that access to the online enquiry system will not be hampered.
- d. Appropriate fields must be created according to CIPC’s needs. The customer logging an enquiry needs to populate the fields when submitting an enquiry to CIPC in order to allow for identification of the customer, the relevant transaction and preferred communication method. The system must generate a unique ticket number or reference number for traceability and auditability of the enquiry.
- e. It must be possible to select a specific skillset (category) (e.g. name reservation of a company or company registration), and based on that process, the query must be “queued” and submitted.
- f. Ability to automatically send a reply to customers as soon as a ticket is lodged to confirm receipt – customised per specific skillset/category;
- g. Back office team members must be able to log onto the online enquiry system, access multiple enquiry queues, respond to enquiries via the same system and if necessary upload documents in multiple formats (e.g. PDF, TIFF, Word, Excel, JPEG, HTM);
- h. It must be optional for back office team members, supervisors, managers and system administrators to be notified of new or escalated enquiries. Due to the amount of incoming enquiries for specific categories certain category groups will opt not to receive such notifications and therefore they need to have the option.
- i. The customer and back office team members must be able to respond multiple times on a single logged Enquiry and also attach attachments in multiple formats.
- j. Two staff members must not be able to work on the same ticket at the same time.



- k. Each category group or business unit must be able to “filter” or “view” enquires to view only those relevant to their particular unit / division or specifically assigned to them as an individual.
- l. It must be possible to view and export data required by filtering all the tickets according to date or department or category.
- m. Ability to attach at least three attachments at a go (not more than 7Mb per attachment) and upload via the system in various formats (e.g. PDF, TIFF, Word, Excel, JPEG, HTM); The document upload facility shall include the file security assurances with respect to scanning attachments for malware and related file security vulnerabilities.
- n. Customers must be able to view the responses by signing on to the website as well as receiving an email notification of problem resolved and the attachments to the ticket must also be send by e-mail to the customer;
- o. Customers must be able to re-open and close responses if not satisfied/satisfied;
- p. There should be system prompts to certain fields making it impossible for the user to close the enquiry without it being addressed.
- q. Multiple (at least up to a thousand two hundred) consecutive users to be able to log on concurrently – internally and externally.
- r. Escalation/services levels to be customized according to CIPC’s requirements (E.g. 5 business days from date of logging requests)
- s. Provision to be made for specific requirements to accommodate call centre calls, which statistics must be separate from the other enquiries for stats purposes (Call centre staff to be able to log calls on behalf of customers; ability to escalate calls from CC to back office and/or to CC team leaders;
- t. Provision for Disclosure department to request disclosures via system (adding a few more fields than the rest of the back office) e.g. requests from different Government departments.
- u. Provision for Ombud functionality – to build requirement to accommodate escalation to Ombud.
- v. Provision for Back Office Refund application for Finance unit

6.3. Administration:

- a. The system should have a role-based authorisation capability. Access control levels need to be built into the system – for example to ensure that only the Annual Return team can answer the queries related to Annual Returns;
- b. The system should have an automated query allocation mechanism. More than one person per business unit needs to be able to work on a single queue and staff should not be able to work on the same query simultaneously;
- c. The content of tickets (full content) must be printable from the system and also it must be exportable to pdf, as well as Word or Excel for quality assurance;
- d. Provision must be made for different statuses of a specific enquiry, for auditing purposes. For example Received, In progress (or processing), Completed, Queried, Resubmitted;

- e. When tickets are re-submitted or re-routed, it must be possible to “Flag” that tickets to enable back office to draw reports on all re-routed or re-submitted tickets within a specific month
- f. It must be possible to save the standard responses/procedures and just copy and paste it for repetitive queries.
- g. Automatic escalation of enquiries to a next levels (at least 3 levels up to senior manager) must be possible according to pre-set turn around standards agreed upon with appropriate alerts and must be amendable by the CIPC as and when needed;
- h. CIPC end-users should be able perform configuration of workflow activity without involving software developers or the service providers. Administrators of the system must be able to effect changes, redesign and add categories, skillsets and users (etc.) without having to request such changes from the service provider.
- i. Integrated, easily retrievable archive (5yr) capability.
- j. Archiving of data at the end of contract period, so that it is searchable in future.

6.4. Monitoring and Reporting

- a. Real-time Dashboard monitoring of status of tickets per categories, dates etc.
- b. It must be possible to draw detailed reports – per date created or date closed or all resubmitted tickets, reports regarding the status of each ticket, detailed statistics per business unit, number of queries answered per person etc. The MIS reports must be customizable – for example each manager must be able to draw reports specifically relevant to their unit or skillsets.
- c. It must also be possible to sort the reports based on any of the fields required for query resolution and/or trends analysis.
- d. A function must be available to allow a search for complete customer history or for a specific case within the total customer history.
- e. Quality assurance capability, i.e. ability to draw reports with all responses from back office to review quality.
- f. It must be possible to add new reports for the duration of the 5 yr contract.
Ability to draw report on date which tickets has been assigned to staff.

6.5. Trend or data analysis:

Ability to filter specific trends and related data exports.

6.6. Training:

The successful bidder will be expected to provide face to face training for internal staff to a maximum of 250 staff members at the CIPC offices initially and thereafter with an online meeting/collaboration tool.

- Training on the Administrative/managerial side to up to 5 staff members (e.g. how to create new categories/add fields, manage the Standard responses ; add/remove staff members etc)



- A training manual and video for customers and one manual and video for internal users on how to use the solution and its various functions must be provided. It is expected that the training manuals and videos will have to be updated as and when requested by CIPC during the contract period.

6.7. Maintenance and Operations:

- Unlimited support and maintenance must be provided for a period of the contract (5 years)
- Provision for amendments, corrections and fixes as part of the contract.
- Ability to create new categories and sub categories.
- System must have capacity to absorb new volumes which can be handled.
- The technology of the system e.g. Database management system, operating system, language/framework, including any proprietary software utilised must be able to integrate with CIPC systems
- Customisability of system functionality and features, customisation process, ability to add new categories and subcategories

6.8. Exclusions from scope:

The proposed solution will be hosted at the CIPC offices. This includes the required infrastructure and connectivity.

CIPC will be hosting and maintaining customer profile and internal user information although the proposed solution will have to integrate in “real-time” with CIPC database systems to validate access rights to customers and internal users (see above Logging and Accessing of Enquiries for more clarification).

7. Contract and Duration:

The successful bidder will be required to undergo a vetting process and sign a SLA before commencing service with CIPC for a duration of 5 years.

8. Copyright:

Copyright of all documentation, electronic data, programme source codes, manuals, videos and documents produced or prepared for CIPC in respect of this Bid, (including training material) by or on behalf of the Bidder or emanating from this Contract shall vest in CIPC, which shall have the right to adopt such for other projects. Any base systems, programme source codes, technical manuals or adaptations developed by the Bidder or its supplier prior to this Contract will be excluded. The Bidder shall not, without written consent of CIPC granted by a duly authorised official, use copy or communicate to any person such documents or information, except as strictly necessary for the purposes of the Contract. In addition, and without limiting the foregoing, the Bidder shall deliver such documentation to CIPC, immediately upon expiry or termination of the Contract.

9. Minimum technical requirements

In accordance with the existing CIPC architecture and technologies as well as the interoperability requirements, the minimum technical requirements for the proposed solution are the following.

9.2 The real-time integration with the IBM's Informix database for data authentication and amendments.

9.3 The database of the proposed system must be Informix or Oracle or MS SQL server

9.4 All the integration points and mechanisms/patterns for SMS, email and APIs

Failure to comply with the above minimum technical requirements shall lead to a bidder disqualification.

10. 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.**

11. SPECIAL CONDITIONS

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- ii. CIPC reserves the right to negotiate with the successful bidder on price;
- iii. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- iv. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za);
- v. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;



- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- viii. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- ix. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- x. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- xi. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be requested to demonstrate all claims made in the proposal.
- xix. The resources that a bidder supply will be subjected to an assessment results which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- xx. CIPC reserves the right not to make this appointment.

12. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria: Bids will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022.

12.1. Evaluation (Phases)

The evaluation will be completed in 3 phases:

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

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

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

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit 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	BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID		VALID AND COMPLIANT B-BBEE Certificate (Compulsory) FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID
8.	Registration on Central Supplier Database (CSD) Compulsory • Note: Important: 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 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
9.	NB: Pricing Schedule: Compliance to PAGE 19 TO 20 ANNEXURE "A" REFER TO PAGE 5 TO 6 and 19 <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>
10	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page 4. Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders. 5. No password protected USB allowed. Do not submit CDS 6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with.



			<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
11.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
12.	Bidders shall submit a letter from the OEM Certification/ Partner: - The bidders must provide a letter from Solution Vendor Original Equipment Manufacturer (OEM) which indicates that they are accredited Product/Solution/Systems/Technology manufacturer /owner authorising the resale or support of the proposed Product/Solution/System/Technology . - In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED		<u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. - All bidders are required to comply with this requirement. <u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u> - The letter/ testimonial /certification must be signed dated by authorized representative - It should state expiry date or validity FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED
13.	Solution Security Testing Requirements		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
14.	Bidders shall submit a letter from the OEM Certification/ Partner or an independent service provider confirming comprehensive web application security assessment which includes, but is not limited to, a combination of automated scanning, manual testing, and client-side evaluations to identify and validate vulnerabilities. The period of the solution assessment shall be from the date 01 April 2023 onwards. CIPC reserves the right to also test the applications, should the need arise.		

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>Solution Proposal must include the following:</u> a. A web-based front-end with simple User Interface (UI) b. Integration to the Informix database for data amendments and other related integration to email & SMS bulk facility for notification and escalation as well as the API interface functionalities. , c. Project plan with clearly defined milestones, deliverables linked to the payment plans. The implementation period must not exceed 30 business days. <u>As per the minimum technical requirements item 9.3 any proposed solution with a deviation from the 3 mentioned databases will not be evaluated further and shall be disqualified.</u> <u>Ratings to be awarded as follows:</u> 1. No documents indicating proposed solution = 1; 2. Repository of the proposed solution is not Informix or Oracle or MS SQL database database = 2; 3. Repository of the proposed solution is Informix or Oracle or MS SQL database database and with project plan = 3; 4. Repository of the proposed solution is Informix or Oracle or MS SQL database and with project plan as well as the reports templates = 4; 5. Repository of the proposed solution is Informix or Oracle or MS SQL database and with project plan as well as the reports templates. Also with a minimum capacity of 1200 concurrent users.= 5. ;						55



No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
2.	Demonstrate experience in implementing and maintaining an enquiry solution system for companies or enterprises that have high volumes of queries by providing written testimonials of the scope and duration of work undertaken. A minimum of 2 years' experience and 2 testimonials are required. These references must contain the following information - Duration of the contract - Duration taken to deliver the service - contact details) CIPC may verify reference provided by bidders <u>Ratings to be awarded as follows:</u> - No testimonials = 1; - Contactable testimonials which proof experience = 2; - contactable testimonials with experiences utilizing Informix or Oracle or MS SQL server database technologies= 3; - At least 2 with contactable testimonials relating to projects utilizing Informix or Oracle as well as MS SQL server database technologies = 4; - At least 3 or more contactable testimonials relating to projects utilizing Informix or Oracle as well as MS SQL server database technologies = 5						30

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	<u>CVs (Maximum of 3) of the staff that will be allocated to this project for implementation and maintenance, indicating their experience, skills and knowledge of the software solution.</u> - CVs (Maximum of 3) of the staff that will be allocated to this project for implementation and maintenance, indicating their experience, skills and knowledge of the software solution. - CVs required to indicate knowledge and experience required to implement and maintain required system. The minimum IT working experience must be 3 years. <u>Ratings to be awarded as follows:</u> - CVs with no required information = 1; - CVs with the required information without training or certification. = 2; - CVs with the required information and training or certification on the proposed solution.= 3; - CVs with the required information and National IT qualification and training with certification on the proposed solution. Total IT experience of more than 5 years. = 4 and; - CVs with the required information and National IT qualification and training with certification on the proposed solution. Total IT experience of more than 10 years. = 5;						15

Note:

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

9.4. PHASE 4: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022

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

The maximum points for this tender are allocated as follows:

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

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

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)
1	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.



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

PAGES 25,26 AND 27 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.	<u>Applicable Currency:</u> All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> - Bidders shall complete the pricing schedule in full, inserting all the information required therein. - In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<u>Applicability of Quoted Prices:</u> - All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. - The condition must be stated in SBD3.3 as well
4.	<u>Total Bid Cost:</u> - Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. - Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC
5.	<u>Exchange Rate Fluctuations:</u> - Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding</u>. - The portion of the bid price subject to exchange rate fluctuations must be stated <u>in the pricing schedule- SBD 3.3</u>
6.	<u>Bid Price Calculation:</u> 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.	<u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u> - 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

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 and to CLEARLY indicate the price.

TABLE 2: BIDDER SHOULD FOLLOW THE FOLLOWING PRICING TABLE.

FORMAT FOR PRICE QUOTATION): TERM: 5 YEARS

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

Activities	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
Software licences						
Implementation						
Maintenance and Support.						
TOTAL						

TOTAL COST FOR A PERIOD OF 5 YEARS

	Year 1 (R000)	Year 2 (R000)	Year 3 (R000)	Year 4 (R000)	Year 5 (R000)	Total (R000)
Total Bid Cost over 5 years = (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
5 years						
THIS PRICE WILL BE USED FOR PRICE EVALUATION FOR TH BID						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.



Companies and Intellectual
Property Commission
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11. BRIEFING SESSION

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

<u>COMPULSORY</u> BRIEFING SESSION	NONE
<u>DATE:</u>	

12. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, **the DTI** campus, Block F.

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, **the dtic** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

13. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

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

B. Technical Enquiries

Mr. SM Sekgobela E-mail : ssekgobela@cipc.co.za

Note: It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.

14. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 30 JANUARY 2025

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 18 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