



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

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 21/2021/2022

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS TOWARDS PROVIDING THE CIPC WITH AN APPLICATION PROGRAMMING INTERFACE (API) GATEWAY SOLUTION.

CONTRACT PERIOD: ONE (1) YEAR.

BID CLOSING DATE: 02 MARCH 2022

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**”.

NB: COVID -19 REGULATIONS TO BE ADHERED TO

TABLE OF CONTENTS

1. INTRODUCTION	7
2. BACKGROUND	7
2.1 Target Audience of the CIPC Services	8
3. Objectives and Scope	8
3.1 Deliverables	9
4. TECHNICAL REQUIREMENT DETAILS	9
4.1 Infrastructure Description	9
4.1.1 The CIPC runs a Codename One Mobility (WORA) development platform;	9
4.1.2 The CIPC runs Informix 7, SQL 2012 R2 and Oracle 12c/18 databases;	9
4.1.3 Runs SOAP based web services;	9
4.1.4 The CIPC applications are developed with c# and run on the 2012 R2 OS;	9
4.2 Integration	9
4.3 Vendor Eligibility	9
The prospective vendor should fulfil the respective pre-qualifications mentioned below and should be able to provide both practical and documented evidences for eligibility proof	9
Special Conditions	10
6. EVALUATION PROCESS (Criteria)	10
The evaluation process will be done in accordance with the following criteria:	10
Evaluation (Phases)	10
The evaluation will be completed in 3 phases:	10
PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS	11
Total	13
Preferential Procurement Policy	13
Pricing	13
12. SUBMISSION OF PROPOSALS	15
ENQUIRIES	15



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

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. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be quoted in South African Rand**
- 16. All prices must be valid for 120 days**
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. Fraud and Corruption:**

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

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



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

THE PROPOSAL

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**
- 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) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY and must be read ONLY**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**

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")**
- d) **The total Price (Ceiling price)** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1:** (Invitation for Bids).
- 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 OR PRINTED COPY**
- 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
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
 - ❖ BIDDERS TO REFER TO ANNEXURE A PAGE 10 REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 11 of 15 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 Companies and Intellectual Property Commission (CIPC), herewith referred to as 'the Commission' was formed by the amalgamation of the Office of Companies and Intellectual Property Enforcement (OCIPE) and the Companies and Intellectual Property Registration Office (CIPRO), and is mandated by the Companies Act, 2008 (Act 71 of 2008). CIPC is an organ of state, outside the public service but within the public administration.

Main functions of Commission:

- Registration of Companies, Co-operatives and Intellectual Property Rights and maintenance thereof;
- Disclosure of Information on its register;
- Promotion of education and awareness of Company and Intellectual Property Law;
- Promotion of compliance with relevant legislation;
- Efficient and effective enforcement of relevant legislation;
- Monitoring compliance with and contraventions of financial reporting standards, and making recommendations thereto to Financial Reporting Standards Council (FRSC);
- Licensing of Business rescue practitioners;
- Oversight role of Independent Review professional bodies;
- Report, research and advise Minister on matters of national policy relating to company and intellectual property law.

2. BACKGROUND

The CIPC is experiencing an increasing number of requests for both its data and services. The requests warrant a review of the model through which the CIPC engages with its clients and partners for data sharing. A recommended approach for the CIPC to adopt when reviewing the data-sharing model is the exploitation Application Programming Interface (API) techniques. The globe is gravitating towards the use of API enabled ecosystems wherein client requests are automatically gathered, analysed and served through data intelligence. These API ecosystems are also serving as additional layers of income for organisations geared for profits. More importantly, API platforms are self-sufficient in that client requests receive services without frequent human interventions.

API ecosystems exposes income opportunities to both the API owner and the API service recipient (third party)/partners. An organisation uses APIs to expose its business capabilities to a digital platform that invites parties who/which are looking to participate in co-creation of client value. The CIPC services are on demand from most private organisations including banks, and to some extent public institutions. In addition, the data that the CIPC generates has added great value to the CIPC itself, private and public organisations that consume them.

The revenue that the CIPC has recorded from data sales over the past years evinces the value generated by CIPC data. Recently, private sector has also shown increasing interest in offering the services of the CIPC on their private branded platforms, for example, a partner may through CIPC developed APIs register companies and generate CIPC certificates within their digital platform. All the above arguments strengthen the proposal that, creating an API ecosystem that securely exposes both CIP data and services will deliver significant value to both the CIPC, people and firms seeking to use such data and services.

BISG hereby proposes that the CIPC procures an API gateway and management platform for the implementation of an API ecosystem through which the CIPC share its data and services of the CIPC with external parties.

API Gateway offers among other services:

- API security with restriction of access to sensitive data.
- Ease of identification of users who subscribe to utilise the API. Each user has a security key with which they access data and services of the CIPC.
- Access quotas easily controlled via policy implementation.
- Central governance of data and service sharing techniques with no duplication of implementation, support and maintenance effort.
- API monetisation.

API Management will offer the CIPC among other capabilities:

- Selective exposure of data and digital services.
- API policy maintenance.
- API analytics.
- Beneficial interruption of API access where users are breaching rules of engagement.

2.1 Target Audience of the CIPC Services

All the business oriented CIPC services are targeted for public use within and outside South Africa. Consumers of the services are:

- New clients and partners requesting information and data.
- New clients registering IP and legal entities.
- Partners and Third Parties registering new legal entities on behalf of clients.
- Existing clients maintaining IP and legal entities and satisfying compliance needs according to the Companies Act of South Africa.
- Clients, Partners and Third Parties requesting data and information from the CIPC.

3. Objectives and Scope

The CIPC does not currently have a corporate wide API management solution for securely receiving data from and sharing data with clients. On the other end, manually managing data requests from clients is proving to be administration intensive for the CIPC officials. On average, individuals and corporates combined, issue at least 20 requests per day to the CIPC for bulk data purchases. Bulk data can be one company profile or the entire CIPC registry of companies and other data elements. Moreover, the CIPC shares data with its partners in real time with web-services currently, however, only shallow monitoring happens on the current data sharing activity. Therefore, the CIPC seeks a robust method to monitor API usage, block users, enrol users and enable electronic payment of API services.

Exposing business assets by means of APIs to the outside world is a daunting task. Therefore, we need a robust architecture with state of the art security measures to protect our assets and provide the right information to the right consumers and partners. An ideal API management solution must consist but not limited to the following components:

1. API Policy Manager
2. API Portal
3. API Analytics
4. API Gateway



3.1 Deliverables

The API Management solution will be implemented as a 12-month project and the scope of the solution will cover but not limited to:

- a) Enabling the CIPC to build and publish to customers, policies and rules attached to APIs.
- b) Creating Legal contracts and agreements for a consumer towards API access.
- c) The ability of API Owner/Developers to define, policies, license, contracts according to the business needs and secure storage and retrieval thereof.
- d) Providing an environment through which the CIPC manages the life cycle of APIs, policies and other rules.
- e) Providing an environment through which the CIPC deploys APIs together with associated policies.
- f) The ability to store audit logs, metrics data and usage data.
- g) API Analytics with which the CIPC will read the usage stats, create an implement alerts.
- h) API monetisation, that is, the ability to associate payment to API such that payment precedes usage of an API, and the amount charged is the amount pre-determined as a charge to utilise this specific API.
- i) Integrate to the payment gateway utilised by the CIPC.

4. TECHNICAL REQUIREMENT DETAILS

4.1 Infrastructure Description

- 4.1.1 The CIPC runs a Codename One Mobility (WORA) development platform;
- 4.1.2 The CIPC runs Informix 7, SQL 2012 R2 and Oracle 12c/18 databases;
- 4.1.3 Runs SOAP based web services;
- 4.1.4 The CIPC applications are developed with c# and run on the 2012 R2 OS;
- 4.1.5 Legacy systems are written in VB, while some backend API's are implemented in C#;
- 4.1.6 SharePoint is employed for internal communication and collaboration;
- 4.1.7 The CIPC runs a Computron Workflow and has implemented a project to replace it with a K2 technology and
- 4.1.8 The CIPC implements IBM MQ for cross component message flow.

4.2 Integration

All web based services are expected to integrate to:

- 4.2.1 MS SQL/Oracle for the persistence of data;
- 4.2.2 Where necessary interface with Informix/Oracle/SQL/cloud backend for the implementation of Mobile App services or ;
- 4.2.3 Card payment gateway service; and
- 4.2.4 Legacy and other corporate systems at the CIPC.
- 4.2.5 SharePoint and OCR where necessary.

4.3 Vendor Eligibility

The prospective vendor should fulfil the respective pre-qualifications mentioned below and should be able to provide both practical and documented evidences for eligibility proof.

1. Ability to operate the API gateway that the service provider is proposing.
2. Presence in South Africa.
3. Experience of the company in delivering government solutions.

4. PRICING/COSTING GUIDELINES

Prospective bidders must submit a **total price as clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **The quotation must be for a period of one (1) year.**

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.

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

5. TERMS AND CONDITIONS

Please Note:

Special Conditions

- a. The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- b. 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)
- c. No advance payment will be made. Payment will be made in terms of the completed deliverables unless otherwise agreed upon by other parties (CIPC and the contractor). CIPC will pay within the prescribed period according to PFMA.
- d. The price quoted for the services must include Value Added Tax (VAT).
- e. The Service Provider shall be expected to sign a Non-Disclosure Agreement
- f. Tender offers must be received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- g. Completion and submission of the Declaration of Interest.
- h. CIPC reserves the right not to make this appointment.
- i. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- j. The Service Provider shall be required to provide training & skills transfer for the services.
- k. Bidders shall be requested to demonstrate all claims made in the proposal.

6. 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: Pricing and Preferential Procurement policy



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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. The bidder(s) proposal *may* be disqualified for non-submission of any of the documents.

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		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 NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Refer to PAGE 6 AND PAGE 11 OF 15 REFER TO PAGE 6 and 10 OF 15		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <p><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></p>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 15		<ol style="list-style-type: none"> 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 <p><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></p>

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

PHASE 2: FUNCTIONAL EVALUATION CRITERIA

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	<p>Company Record in Implementing Government services (the experience measured herein below is the number of years of the company in delivering ICT services in government)</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years, but not more than 3 years</p> <p>Score = 3 Experience greater than 3 years, but not more than 4 years</p> <p>Score = 4 Experience greater than 4 years, but not more than 5 years</p> <p>Score = 5 Experience greater than 5 years</p> <p>Proof to be submitted: testimonial letters from clients</p>						10	
2.	<p>Company Record in Implementing Operating cloud technologies (the experience measured herein below is the number of years of the company in delivering cloud ICT services):</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years, but not more than 3 years</p> <p>Score = 3 Experience greater than 3 years, but not more than 4 years</p> <p>Score = 4 Experience greater than 4 years, but not more than 5 years</p> <p>Score = 5 Experience greater than 5 years</p> <p>Proof to be submitted: testimonial letters from clients</p>						10	
3.	<p>Company Record in the implementation of any API management solution (the experience measured herein below is the number of years of the company in delivering API management solutions):</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 Experience less than or equal to 2 years</p> <p>Score = 2 Experience greater than 2 years, but not more than 3 years</p> <p>Score = 3 Experience greater than 3 years, but not more than 4 years</p> <p>Score = 4 Experience greater than 4 years, but not more than 5 years</p> <p>Score = 5 Experience greater than 5 years</p> <p>Proof to be submitted: testimonial letters from clients</p>						10	
4.	<p>Skills within the company to develop Rest services</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 One resource with three years Rest development experience</p> <p>Score = 2 Two resources with three years Rest development experience</p> <p>Score = 3 Three resources with three years Rest development experience</p> <p>Score = 4 Four resources with three years Rest development experience</p> <p>Score = 5 Five resources with three years Rest development experience</p> <p>Proof to be submitted: CV's and Certificates**</p>						30	



PHASE 2: FUNCTIONAL EVALUATION CRITERIA CONTINUATION

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
5	<p>One (1) Project Manager (PM) meeting the Project Manager Criteria in Table1:</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 PM does not meet all of the three requirements</p> <p>Score = 2 PM meets one of the three requirements</p> <p>Score = 3 PM meets two of the three requirements</p> <p>Score = 4 PM meets three of the three requirements</p> <p>Score = 5 PM has more than 5 years' experience in PM activity.</p> <p>Proof to be submitted: CV and Certificates</p>						10	
6	<p>Skills within the company to operate the API Gateway proposed</p> <p><u>Ratings to be awarded as follows:</u></p> <p>Score = 1 One resource with three years' experience</p> <p>Score = 2 Two resources with three years' experience</p> <p>Score = 3 Three resources with three years' experience</p> <p>Score = 4 Four resources with three years' experience</p> <p>Score = 5 Five resources with three years' experience</p> <p>Proof to be submitted: CV's and Certificates</p>						30	
TOTAL							100	

Note:

- This tender 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.
- The service provider **THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

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).

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
Total	100

- 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

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

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

7. MEDIUM OF COMMUNICATION

All documentation submitted in response to this Expression of Interest must be in English.

8. COST OF RESPONDING TO THIS REQUEST

Potential bidders are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFP before submitting responses. Each service provider assumes all risks for resource commitment and expenses, direct or indirect, of RFP preparation and participation throughout the RFP process. The CIPC is not responsible directly or indirectly for any costs incurred by Companies.

9. CIPC RESERVES THE RIGHT TO:

- I. Extend the closing date;
- II. Verify any information contained in a response;
- III. Request documentary proof regarding any tendering issue;
- IV. Cancel or withdraw this RFP as a whole or in part; and
- V. Not to include any supplier on the list of suppliers on the approved database based on functional criteria not met.

10. DISCLAIMER

This is a Request for Proposals (RFP) only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of RFP, individuals shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The CIPC makes no representation, warranty, assurance, guarantee or endorsements to service provider concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CIPC shall have no liability towards the service provider or any other party in connection therewith.

11. BRIEFING SESSION

There will be NO briefing session for this RFP.



Companies and Intellectual
Property Commission

a member of the **dtic** group

12. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box. THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals must be addressed to:

Manager (Supply Chain Management)
Companies and Intellectual Property Commission (CIPC)
Block F, **the DTIC** Campus, 77 Meintjies Street,
Sunnyside
PRETORIA

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 Kabelo Ledwaba Email: KLedwaba@cipc.co.za
Dr Mavis Nyatlo Email: SNyatlo@cipc.co.za

13. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 02 FEBRUARY 2022

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 02 MARCH 2022

BIDDERS SHOULD 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 SERVICE.

NB: COVID -19 REGULATIONS TO BE ADHERED TO