

**ANNEXURE: “H”**

**TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 02/2023/2024**

**DESCRIPTION: INVITATION FOR PROPOSALS FROM QUALIFYING  
SERVICE PROVIDERS FOR THE ESTABLISHMENT  
OF CIPC PANEL OF ATTORNEYS TO PROVIDE  
LABOUR AND EMPLOYMENT LAW SERVICES**

**CONTRACT PERIOD: FIVE (05) YEARS ON AN “AS AND WHEN”  
REQUIRED BASIS**

**BID CLOSING DATE: 30 MAY 2023**

**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”.**

## TABLE OF CONTENTS

4.	INTRODUCTION .....	7
1.	BACKGROUND .....	7
2.1	Target Audience of the CIPC Services .....	8
3.	OBJECTIVES AND SCOPE .....	8
5.	DURATION OF CONTRACT .....	10
6.	COSTING .....	10
7.	SPECIAL CONDITIONS .....	11
8.	EVALUATION PROCESS (Criteria) .....	12
10.	SUBMISSION OF PROPOSALS .....	16
	ENQUIRIES .....	16

## **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 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.

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

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSAL**

**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**
- 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; NO Passwords Protection**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- l) **Bidders to ensure that USB 's are not password protected**
- m) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- n) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**
- o) Prospective Bidders to ensure that all bid documents submitted (hard copies and on USB), must be legible and illegible documents will not be considered and this shall result in disqualification.





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

3. **NO PRICE PROPOSAL REQUIRED FOR THIS BID**

- a) Bidders to note that price is not applicable for this bid
- b) Bidders to refer to page 15: engagement model
- c) To note the basis of engaging service providers will be on needs identified by CIPC as and when such arises.
- d) CIPC will send through requests for quotations (RFQs) to all registered service providers as and when the CIPC requires them on a rotational basis.
- e) **Accredited service providers on the panel are not guaranteed any work under this project**

**NO PRICE PROPOSALS REQUIRED OR TO BE SUBMITTED ONLY TECHNICAL PROPOSAL ADDRESSING ALL REQUIREMENTS AS STATED IN THIS TERMS OF REFERENCE**

**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
- 3. **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
  - ❖ COMPLETED SBD FORMS
  - ❖ **NB: Bidders must also refer to page 12 of 16 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

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

#### 4. **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 THE 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);
- Supervision of Collecting Societies in sound recordings
- Taxation of legal costs in Patent matters
- 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.

#### 5. **BACKGROUND**

In carrying out its mandate, CIPC interacts invariably with other companies in the commercial sphere. It is also an employer of a sizable number of people. As transactions occur, so do incidences of a legal nature.

Whilst there are in-house legal practitioners and employee relations practitioners, the need invariably arises from time to time for independent practicing Attorneys and Advocates to be appointed to handle litigation or give urgent legal opinions and on various employment law matters. CIPC is also expected to procure goods and services in keeping with Government policies that regulate advancing B-BBEE and SMMEs.

It is with these points in mind that CIPC is soliciting proposals from appropriately qualified law firms to provide legal services as and when called upon to do so. After all responses are collated and evaluated, a CIPC approved database of Attorneys would be created that would then satisfy the outsourcing requirements in all labour and employment law service for a period of 5 years.

The panel would henceforth be appointed on a preferred but not necessarily exclusive basis, to provide specialist advice on specific areas of law as outlined in the general specifications below.

**Terms of Reference ("ToR") – Panel of Attorneys**

## 6. PURPOSE

The purpose of this Terms of Reference (TOR) is to advertise and appoint suitable qualified service providers and/or individuals to be appointed in the CIPC panel of attorneys that will provide labour and employment law service that are readily available as and when required to the CIPC *on an-as-and-when-required* basis for a period of **five (05) years**.

### 6.2 Target Audience of the CIPC Services

Internal Service

## 7. OBJECTIVES AND SCOPE

Successful service providers will be required to perform the following for CIPC:

### 7.1 SCOPE OF WORK

- The firms of attorneys will be required to render services to the CIPC on the following fields of law, amongst others;
- Labour and Employment Law
- Constitutional Law
- Administrative Law
- Contract Law
- Civil Litigation
- Any other applicable labour legislation

### 7.2 ESSENTIAL SPECIALISED FIELD OF LAW

- Interpretation of Labour law in a Human Resources and practices context.
- Drafting of legal opinions.
- Drafting and review of contracts
- Labour and Employment Law
- Expertise in labour and employment law matters, more specifically relating to the following;
- Ability to investigate misconduct and grievance related matters
- Ability to prosecute all levels of employees in a disciplinary hearing
- Ability to preside over complex disciplinary hearings
- Advise on procedural and substantive issues related to disciplinary hearings
- Advise on disciplinary codes and procedures, policies and labour law legislations
- Representation at the CCMA, Labour Court, Labour Appeal Court, Constitutional Court and any relevant forum
- Advise and assist in process and compliance with s189 of the Labour Relations Act (LRA) 66 of 1995 as amended
- Ability to negotiate and settle labour disputes with individual employees / group of employees or the bargaining unit employees represented by organised labour





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- Ability to preside and or chair Collective Bargaining Forum
- Provision of legal opinion as and when required
- Sound knowledge of and the provision of advice in respect of all employment-related legislations

The bidders satisfying most academic and functional requirements have the potential to be selected and placed into the panel of service providers.

## 8. INVITATION FOR PROPOSALS (RFP)

Invitation for proposals are hereby invited from suitably qualified serviced providers and consultants to be registered on the CIPC supplier database for the provision of Labour Law and Employment services to deliver services for a period of **five (05)** years on an-as-and-when-required basis.

## 9. RFP SPECIFICATIONS (OVERVIEW OF REQUIREMENTS)

All proposals are to be submitted in a format specified in this enquiry (as applicable service providers are requested to provide proof of: (example)

- Individual Experience of person to be involved in the projects –
- Company Capability of the service provider –
- resources of the service provider
- The interested service providers will be required to submit their Curriculum Vitae of people to be involved demonstrating the experience of persons to be involved in the project for consideration by CIPC
- Successful service providers will form a Panel of Consultants and will be used as and when CIPC require labour law and employment services

## 10. THE FOLLOWING COMPETENCIES ARE REQUIRED

All bidders should meet the following minimum academic and functional requirements namely;

### Labour and Employment Services Evaluation Criteria

- Must possess an LLB degree with 3 – 10 years' experience in labour and employment law processes
- Must be admitted as an attorney
- Must demonstrate extensive knowledge and experience in the general labour law and employment relations services while experience in drafting legal opinion, litigation will serve as added advantage
- Must demonstrate any other tangible work indicating extensive experience in the general labour law and employment relations services in the last three years

The bidders satisfying most academic and functional requirements have the potential to be selected as panel members. Failure to meet the above minimum requirements will result in bid disqualification.

## 11. TERMS AND CONDITIONS OF RFP

### **Please Note:**

- 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](http://www.treasury.gov.za))
- c. The Service Provider shall be expected to sign a Non-Disclosure Agreement
- d. Proposal 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.
- e. Completion and submission of the Declaration of Interest.
- f. CIPC reserves the right not to make this appointment.

## 12. **DURATION OF CONTRACT**

Five (05) years on an “as and when” required basis

## 13. **COSTING**

### **NO PRICE PROPOSAL REQUIRED FOR THIS BID**

- a. Bidders to note that price is not applicable for this bid
- b. Bidders to refer to page 15: engagement model
- c. To note the basis of engaging service providers will be on needs identified by CIPC as and when such arises.
- d. CIPC will send through requests for quotations (RFQs) to all registered service providers as and when the CIPC requires them on a rotational basis.
- e. Accredited service providers on the panel are not guaranteed any work under this project



#### 14. **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

## 15. 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).

### 15.1 . Evaluation (Phases)

The evaluation will be completed in 2 phases:

Phase 1: Compliance to minimum requirements

Phase 2: 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: functional evaluation.

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 <b>Tax Clearance Certificate (TCC) PIN</b> 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.	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 <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>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 16 Bidders are required to comply with all requirements of submission of USB as <b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER</b>		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 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	<b>BIDDERS SHALL SUBMIT A CERTIFICATE OR PROOF OF ADMISSION AS AN ATTORNEY</b> <ul style="list-style-type: none"> <li>All bidders are required to comply with this requirement.</li> <li>Should there be no letter/ testimonial /certification etc attached, the bid <b>will immediately be disqualified.</b></li> <li>The letter/ testimonial /certification must be signed dated by authorized representative</li> <li>It should state expiry date or validity</li> </ul> <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>		<ul style="list-style-type: none"> <li>The <b>certificate or proof of admission as an Attorney must</b> be submitted in order to proceed to the next phase (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached and approved by authorized representative</li> <li>Bidders who comply with this requirement will be evaluated for phase 2 functional evaluation</li> </ul> <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>

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



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## PHASE 2: FUNCTIONAL EVALUATION

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:

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	<p><b><u>CONSULTANTS/COMPANY REFERENCES</u></b></p> <p>The bidders must provide a minimum of three (3) positive testimonial letters from clients where they have performed legislative drafting work to the satisfaction of the clients. The testimonials must indicate completed projects work in the employment law and general labour relations matters:</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <ol style="list-style-type: none"> <li><b>Score: 1=</b> One (1) no testimonial letters for similar projects, project not completed</li> <li><b>Score: 2=</b> Two (2) testimonial letters for similar projects with clients for all work successfully completed</li> <li><b>Score: 3=</b> Three (3) testimonial letters for similar projects with clients for all work successfully completed</li> <li><b>Score: 4=</b> Four (4) testimonial letters for similar project with clients for all work successfully completed</li> <li><b>Score: 5=</b> Five (5) or more testimonial letters for similar project with client for all work successfully completed</li> </ol>						30
2.	<p><b><u>CONSULTANTS EXPERIENCE &amp; SKILLS</u></b></p> <p>Provide detailed Curriculum Vitae (CVs) of the key Consultant/s depicting experience of (3-10yrs Min). (NB: refer to par 6 above) Maximum of (1-3) CVs.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <ol style="list-style-type: none"> <li><b>Score: 1 =</b> No relevant experience</li> <li><b>Score: 2 =</b> 1-3 years' relevant experience, skills but not meeting all the requirements of par 6 above no labour and employment law services</li> <li><b>Score: 3 =</b> 3 -5 years' experience and skills in labour and employment law service</li> <li><b>Score: 4 =</b> 6 – 9 years' experience and skills in labour and employment law services</li> <li><b>Score: 5 =</b> 10 and above years' experience and skills in labour and employment law services</li> </ol> <p>Combination of experience from the CVs submitted will be considered and scored accordingly. One CV meeting all the above will also be considered to be fully compliant</p>						40





No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	<b><u>QUALIFICATIONS OF CONSULTANTS</u></b> Demonstrate qualifications by attaching certified copies of qualification of the following:  <u>Ratings to be awarded as follows:</u> 1. <b>Score: 1</b> = No qualification attached 2. <b>Score: 2</b> = Qualification but not meeting all the requirements of par 6 above e.g. Non Legal Bachelor's degree 3. <b>Score: 3</b> = Relevant qualification (LLB) 4. <b>Score: 4</b> = Relevant qualification – LLB plus Post graduate diploma in labour law 5. <b>Score: 5</b> = Relevant qualification (LLB ) or LLM and Post Graduate Diploma in to labour law						30
	<b>TOTAL</b>						100

**Note:**

- Proposals will be evaluated on functionality, which 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**
- The service provider shall prepare for a possible presentation should CIPC require such and the service provider shall be notified timeously.
- Bidders obtaining 60 and above points will be placed on the CIPC panel of service providers**
- A letter of Acceptance will be forwarded to all successful service providers**
- No pricing is required for this RFP**

**16 MEDIUM OF COMMUNICATION**

- All documentation submitted in response to this Request for proposals must be in English.

**17 COST OF RESPONDING TO THIS REQUEST FOR PROPOSALS (RFP)**

- Prospective 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 in preparation for this bid.

## 18 **ENGAGEMENT MODEL**

- 18.1. The basis of engaging service providers will be on needs identified by CIPC as and when such arises.
- 18.2. CIPC will send through **requests for quotations (RFQs)** to all registered service providers as and when the CIPC requires them on a rotational basis.
- 18.3. Accredited service providers on the panel are **not guaranteed** any work under this project.
- 18.4. The accredited service providers will be expected to provide quotations as and when the service is required for services they are accredited for with specific terms of reference.
- 18.5. The accreditation process will be subject to the service provider's acceptance of the Supply Chain Management Department's general contract conditions.
- 18.6. CIPC may at its sole discretion, award an assignment or any part thereof to more than one accredited service provider(s).
- 18.7. CSD and tax matters will be confirmed prior to award
- 18.8. Pricing Guidelines will be provided for each RFQ send and participants will be required to indicated a total cost inclusive of VAT on the pricing schedule (SBD 3.3 provided
- 18.9. CIPC will ensure that a competitive process will apply to all projects identified

## 19 **MEDIUM OF COMMUNICATION**

- All documentation submitted in response to this Request for proposals must be in English.

## 20 **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.

## 21 **DISCLAIMER**

This RFP is a Request for proposals 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.



Companies and Intellectual  
Property Commission

a member of the dti group

## 22 BRIEFING SESSION

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

<b><u>COMPULSORY</u></b> <b>BRIEFING SESSION/SITE VISIT</b>	<b>NONE</b>
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## 23 SUBMISSION OF PROPOSALS

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

**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](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

#### **B. Technical Enquiries**

Mr. Hlengani Nobela –Email: [hnobela@cipc.co.za](mailto:hnobela@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: 26 APRIL 2023**

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

**BIDS CLOSING DATE: 30 MAY 2023**

**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.**