

TERMS OF REFERENCE

RFQ NUMBER: 109/2022/2023

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO ASSIST CIPC WITH THE DEVELOPMENT OF A BUSINESS CASE TO ESTABLISH A LEARNING ACADEMY FOR A PERIOD OF 4 MONTHS

CONTRACT PERIOD: 4 MONTHS EFFECTIVE FROM DATE OF OPERATIONS

NB:

Quotations@cipc.co.za (Mandatory – Quotation will not be considered if not submitted to this address)

CONTENTS	
TERMS AND CONDITIONS OF REQUEST	3
3. SCOPE OF WORK	6
4. DURATION OF CONTRACT	8
5. COMPETENCY AND EXPERTISE REQUIREMENTS.....	8
6. WORKING CONDITIONS	8
7. COSTING	10
8. SPECIAL CONDITIONS.....	10
9. EVALUATION PROCESS (Criteria)	11
SUBMISSION OF PROPOSALS	14
ENQUIRIES	14
A. Supply Chain Enquiries.....	14

TERMS AND CONDITIONS OF REQUEST

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 RFQ specification is based on a specific brand must inform CIPC before RFQ 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 RFQ. 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 Tender will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001
7. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
8. As the commencement of this project is of critical importance, it is imperative that the services of 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.
9. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
10. All price quoted must be inclusive of Value Added Tax (VAT)
- 11. Price must be valid for 90 days**
12. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
13. 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 Chief Executive Officer or his delegate.
14. 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.
15. CIPC will enter into Service Level Agreement with the successful service provider.
16. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4)-page response to each element. Failing to comply with this condition will invalidate your proposal.
17. Fraud and Corruption:
 - 17.1. The Service Provider selected through this TOR 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. 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. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

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

I have read and understood the conditions of this RFQ.

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

.....

Signature

.....

Date

1. INTRODUCTION

The CIPC's core mandate is the regulatory authority in the areas of IP and Companies, plans to, as a national initiative, establish a National Learning Academy as a Centre of excellence that aims at intensifying and broadening South Africa's knowledge and capabilities in Business and IP. Although the office is at very early stages of conceptualizing this initiative, it will be based on models similar to that of many existing national models including that of Russia and Singapore's IP Academy. The intent is to concentrate as much as possible the country's IP and business capacity development in one Centre.

Based on the way forward, the CIPC would like to invite bidders to submit proposals to provide Project Management services in view of the development a Business Case for the establishment of the Learning Academy.

2. BACKGROUND

During 2010, an initiative to establish an Academy was undertaken as a joint approach between the World Health Intellectual Property Organization (WIPO), the CIPC (then CIPRO), the South African Institute of Intellectual Property Law (SAIPL), and the Centre for IP Law at the University of Pretoria (UP).

During June 2017, at a meeting with WIPO Director General with the objective of enhancing cooperation between WIPO and South Africa, it was agreed that an academy dealing with IP issues - proposed name "South African IP Academy (SAIPA)" should be established. This was based on the existing approach of WIPO (as part of their capacity development approach) to assist developing nations with the establishment of IP learning Centre's. In the preparation thereof, CIPC initiated discussions with WIPO in 2017 with the objective of enhancing cooperation between WIPO and South Africa. Following the lead to the Inter Ministerial Committee (IMC) meetings on the development of the National IP Policy, a CIPC-DHE meeting in 2018 revealed that the Higher Education Act (Act No. 101 of 1997) provides the opportunity for the establishment of a learning center envisioned in this proposal. The establishment of the CIPC learning academy within the framework of existing legislation will allow for greater support and commitment from government.

At the CIPC Vision 2030 Business Regulation and Reputation Session on 18-19 September 2019, it was noted that a training academy will improve business regulatory compliance and governance, contributing

to investor confidence, improving business performance and viability, and creating more sustainable jobs. It was decided that a CIPC Learning Academy should cater for both IP and Business Regulation (BR).

3. SCOPE OF WORK AND OBJECTIVE

The CIPC Academy, as the capacity-building arm of the CIPC, presents a significant opportunity for national capacity development opportunities. It furthermore addresses the key objectives of the NDP.

The objective of the Business Case should focus on the following as key principles:

- Education as a cornerstone of social and economic development.
- Human capital growth is a serious developmental concern.
- Knowledge economy
- Learning Centres
- Innovation and creativity (protection and income generation)
- Entrepreneurship development (self-efficacy through increased knowledge)
- Corporate Responsibility (Self-regulation by businesses through increased knowledge)
- Transparency and Good Governance (Data driven decision making in the economy)
- Business sustainability (business support)
- The government school academy which is responsible for training officials will play a critical role (collaboration as per government mandate).

The Business Case should be informed by sufficient research and analysis to ultimately provide compelling considerations for the establishment of the Learning Academy.

- The Companies Division has had a formal partnership with the Tshwane University of Technology for the years 1997 – 2006 wherein staff within the organization were taught Corporate Law at Certificate and Advanced Certificate Levels (2-year programme). This experience confirmed that there is a need though the arrangement was mainly for internal staff; however, such an arrangement can be extended to external parties who would leave with certified qualifications.
- Staff and Specialists in CIPC have gained experience in hosting webinars; information sessions and workshops, through formalisation, their efforts can be value adding if attendees can leave the events/sessions with continuous professional development points.

- Consulting author of Business guideline (Marvin King) for company corporate governance, which is internationally recognised.

In scope

In scope, activities include:

1. Benchmarking

Benchmarking is a necessary part of the process as it provides a baseline on existing already established structures and experiences. Sufficient benchmarking should be conducted broadly at national, regional and international levels while more focus should be directed to countries, which have already established institutions of learning supporting both IP and business. Benchmarking should be addressed at a local and international level.

2. Case studies

Should include but not limited to

- **Malaysia**

Companies Commission of Malaysia Training Academy (COMTRAC) & Knowledge Management

- **Singapore**

The ACRA Academy

3. Consultation with Intellectual Property and BR Learning in SA (Opportunities and Challenges)

4. Constitutional and Legislative mandates

5. Project Management

6. Development and Approval of the Learning Academy Business Case by the Executive Committee of CIPC

7. Proposed Plan for the Implementation of the Learning Academy

The Business Case should provide a **detailed implementation plan** for the establishment of the Learning Academy, inclusive of:

- All activities required (i.e. engagement with primary and secondary stakeholders)
- Project Management
- Full project costing

Out of Scope

- Implementation of activities related to the establishment of the CIPC Learning Academy.

4. DURATION OF CONTRACT

The contract duration is for twenty-four (24) months and an SLA will be entered into with the successful bidder. This will be subject to a three (3) month termination notice for operational reasons and/or other contractual provisions.

5. COMPETENCY AND EXPERTISE REQUIREMENTS

The appointed service provider must show the following proven capabilities:

Capability	Description
Project management	The supplier must use sound project management approaches to ensure success of the initiative The supplier must demonstrate and provide documented evidence of knowledge and experience in implementing similar solutions and understanding of CIPC or similar business environments.
Resources	The supplier must have sufficient quantity and quality of skilled resources with appropriate certifications and experience [3-5 years plus], to manage the initiative. CVs to be provided for the following capabilities: Project Manager Business Analyst Data Analyst Education Specialist
Training & skills transfer	The supplier must provide CIPC with a plan detailing the activities that will be part of training and skills transfer (pre completion of the contract).
Soft Skills	Communication, Report writing, and Relationship management.

6. WORKING CONDITIONS

Equipment, Parking and Travelling Costs

- CIPC will only provide a working space (hot desk)

- Network connectivity (Site Based)
- Service Provider must provide own laptop.
- Parking costs excluded
- Travelling costs (i.e. S&T) excluded

Resourcing

- Suitable replacements (to the satisfaction of the CIPC PM) must be made available, should the appointed resource not be able to complete the full period.

Proprietary Rights

- The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC;
- The final product of all work done by the Service Provider, shall at the end of service period, be handed over to CIPC both hard copy and digital; and
- The Service Provider may not copy documents and/or information, both hard copy and digital, of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC.

Indemnity / Protection / Safeguard

- The Service Provider safeguards and sets free CIPC to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the Service Provider.

Government Safety

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

Quality

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

7. **COSTING**

Costing cannot be established at this stage and will be assessed after tender has closed and bids are received. The financial implication to CIPC will only be known once bids are evaluated

8. **SPECIAL CONDITIONS**

- 8.1. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not be amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- 8.2. **CIPC reserves the right to negotiate with the successful bidder on price;**
- 8.3. The service provider must ensure that their work is confined to the scope as defined;
- 8.4. Travel between the consultants home, place of work to the **dtic 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;
- 8.5. 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);
- 8.6. 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;
- 8.7. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- 8.8. 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;
- 8.9. 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;

- 8.10. 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;
- 8.11. 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;
- 8.12. 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;
- 8.13. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- 8.14. 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.

9. EVALUATION PROCESS (Criteria)

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

EVALUATION PROCESS (PHASES)

The evaluation will be completed in 3 phases:

- **Phase 1:** Compliance to minimum requirements;
- **Phase 2:** Functional evaluation; and
- **Phase 3:** Pricing and Preferential Procurement policy.

Phase 1: Compliance to minimum requirements

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (e.g. Tax Clearance Certificates), ensuring all documents have been completed and that the specified

documentation has been submitted in accordance to the bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

Responsiveness Criteria: Failure to provide the following might result in a bid not to be considered: (minimum requirements)

- a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
- b) Submission and completion of the Declaration of Interest
- c) Submission of an original and valid Tax Clearance Certificate
- d) Submission of the company's registration certificate from the Register of Companies (CIPC).
- e) Submission of proof of registration with the National Central Supplier Database

Phase 2: Functional Evaluation

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the ability to deliver the service as specified in the bid. Functionality will count out of 100 and bidders must achieve a minimum of **60% out of 100 to proceed** to the next phase. Bidders achieving less than 60% will not be evaluated further.

Phase 2: Functional Evaluation

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Service provider proven experience in providing services as contained in the scope of work. Provide a list of at least 3 reference letters from the clients 1 - < 1 letter 2 - < 2 letters 3 - 3 letters 4 - > 5 letters. 5 - > 10 letters.						60	
2	Provide detailed CVs of the resource(s) that will be providing the on-site services. CVs must show all certifications and experience related to the aspects detailed in the scope of work.						40	

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	1 – No CV 2 – CV with no formal qualifications 3 – CV + > 5yrs relevant experience and National Diploma qualification or equivalent as per the NQF framework 4 – CV + > 5yrs relevant experience and National Diploma qualification or equivalent as per the NQF framework and accredited certification 5 – CV + 10yrs relevant experience and National Diploma qualification or equivalent as per the NQF framework and accredited certification							
	Total						100	

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points** out of 100 on the functionality evaluation to proceed to the next phase.
- Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.

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

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

SUBMISSION OF QUOTATIONS

NB:

Quotations@cipc.co.za (Compulsory – Quotation will not be considered if not submitted to this address)

QUOTATIONS should be addressed to:

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

ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni OR Mr. Hans Mmako
Contact No: (012) 394 3971
E-mail: SMotshweni@cipc.co.za/Hmmako@cipc.coc.za

B. Technical Enquiries

Mr Vuyani Nkohla
Contact No: 082 878 0463
E-mail: VNkohla@cipc.co.za