



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

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 17/2023/2024

DESCRIPTION: INVITATION TO SUBMIT PROPOSALS FOR APPOINTMENT OF A XBRL TAXONOMY DEVELOPMENT, MAINTENANCE AND TRAINING SERVICE PROVIDER.

CONTRACT PERIOD: TWENTY FOUR (24) MONTHS

BID CLOSING DATE: 12 OCTOBER 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**”.**

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

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



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

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

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

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

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

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

SUBMISSION OF USB

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

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



3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to submit a separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelope must be marked with the bidder's name
- c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")- REFER TO ATTACHED SBD FORMS**
- d) **The total Price (*Ceiling price*) must be carried over to BOTH SBD 3.3 (Pricing Schedule- Annexure A) and SBD FORM 1: (Invitation for Bids). AND COMPLIANCE TO PAGE ANNEXURE "A"16 TO 17**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) **All prices must be VAT inclusive and quoted in South African Rand (ZAR). *Failure to comply with this requirement will disqualify the bid.***
- g) **All prices must be valid for 120 days**

PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING

- 1. **1 (ONE) ORIGINAL / HARD COPY PRINTED**
 - 2. **1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
 - 3. **ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)**
 - ❖ **PRICE SCHEDULE – SBD.33 : PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
 - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE PAGE 14 THE SBD FORM**
 - ❖ **SBD1 - INVITATION TO BIDS**
 - ❖ **PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE**
- NB: Bidders must also refer to page 19 to 17 of the Terms of reference under Mandatory Requirements**

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

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

I have read and understood the conditions of this tender.

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

.....
Signature

.....
Date

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

4. INTRODUCTION

The mandate of the Companies and Intellectual Property Commission (CIPC) is the registration of companies, cooperatives and intellectual property rights and maintenance of such information including those of close corporations. Related services include the disclosure of such information, compliance monitoring and enforcement of obligations with the Acts under CIPC's administration as well as dispute resolution arising out of infringements to these rights. Hence, the CIPC needs to ensure the integrity and efficiency of its services in order to provide accurate processing, retention and disclosure of information to all its stakeholders.

In virtue of CIPC's digitalization strategy to make such mandate feasible: CIPC would like to invite to service providers to submit proposals

for the provisioning of XBRL taxonomy development, maintenance and training services for a period of 24 months

5. BACKGROUND

The CIPC mandated submission of Annual Financial Statements (AFSs) digitally via the technology standard of XBRL (eXtensible Business Reporting Language) on 1 July 2018. Continued development, maintenance and training to internal resources is required on the current taxonomy of the CIPC. The current XBRL taxonomy is aligned to IFRS 2022 and GRAP as well as unique regulatory requirements of the CIPC. The taxonomy as well as other related information on the CIPC XBRL Programme is publically available on the CIPC website at the following [link: http://www.cipc.co.za/index.php?cid=1329](http://www.cipc.co.za/index.php?cid=1329).

6. PURPOSE

The purpose of this document is to outline the terms of reference (TOR) for the invitation of a service provider to submit a quotation for provision of services for maintenance and updates of the current taxonomy designed for CIPC based on regular updates from IFRS, GRAP, Chart of Accounts and the Companies Act, as well a training of internal CIPC resources to develop and maintain the taxonomy independently in future. This must include:

Provision of the services of an expert in taxonomy update in line with published applicable changes; Consolidate the taxonomy applicable to CIPC;

Gain approval and publish taxonomy for service providers' consumption.

Main Benefits of Taxonomy Update:

Updated taxonomy to be used by the software service providers; Remain relevant in the changing environment of financial reporting; Adherence to accounting standards.

NB: Bidders should consider and highlight all omissions and exclusions that might affect the effectiveness of the desired service.



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7. SCOPE OF WORK OF WORK AND OBJECTIVE

What CIPC requires: The scope of work for the appointed service provider will be to: Provide services of one or more experts to CIPC for taxonomy maintenance and update on an as and when required basis (e.g. when changes may be required to GRAP or when bugs may be identified) – Ad Hoc support and maintenance; Regular review of the changes applicable to the taxonomy developed (e.g. IFRS updates published by IASB including IFRS releases foreseen for 2024 and 2025); Incorporate ESG (ISSB's IFRS S1 and IFRS S2) Taxonomy into our CIPC Base Taxonomy as an initiative to address sustainability and climate-related reporting; Source approval for the revised taxonomy (with XBRL International); Apply approved changes for the taxonomy in line with the international financial reporting standards, financial reporting standards council and Companies Act developments (formal project planning and execution with defined deliverables and timelines);

Maintenance will be required on the current taxonomy of the CIPC as published on the CIPC website (www.cipc.co.za).

Training of internal 1 – 5 CIPC resources to the level of independent future taxonomy development and maintenance, which must include provisioning of a tool for taxonomy development and maintenance;

8. PRICE SCHEDULE: ATTENTION BIDDER: (PLEASE REFER TO ANNEXURE "A" AND ENSURE THAT IT IS COMPLETED AS PER THE REQUIREMENTS) ON PAGE 15 and 16

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of deliverables set below on an as and when required basis.

Item	Description of Element
1.	Provision of the services of an expert in taxonomy update in line with the applicable changes
2.	Consolidate the taxonomy applicable to CIPC and apply approved changes for the taxonomy in line with the International Financial Reporting Standards (IFRS), GRAP (General Recognized Accounting Practice), requirements of Cooperatives, Chart of Accounts, and the Companies Act. Incorporate ESG (ISSB's IFRS S1 and IFRS S2) Taxonomy into our CIPC Base Taxonomy as an initiative to address sustainability and climate-related reporting
3.	Gain approval (from XBRL International) and publish taxonomy for software service providers consumption
4.	Provide a tool for taxonomy maintenance and training to 1-5 CIPC resources that will include full skills transfer of taxonomy development/.maintenance to enable the CIPC to maintain its taxonomy independently in future.
	TOTAL

9. REPORTING

The contracted bidder's account manager will report to the Head of Corporate Compliance and Disclosure Regulation. Project plans will be required for major updates (e.g. new release of IFRS taxonomy). Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA, for example;

- Monthly written reports will be submitted to the Senior Manager when an active project is underway: The progress reports shall contain at least the following:
- Incidents logged during the reporting period;
- Progress against project deliverables;

Any other relevant or additional issues/requirements

10. WORKING CONDITIONS

10.1. 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 be handed over to CIPC.

The Service Provider resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC.

10.2 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.

10.3. GOVERNMENT SAFETY

The Service Provider's 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.

10.4. 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.



10.5. KNOWLEDGE TRANSFER

The contracted Service Provider will be expected to work in an open and transparent manner, share information and transfer knowledge to CIPC resources.

10.6. TERMINATION

The awarded contract will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions. In this case all completed deliverables must be handed over to CIPC.

10.7. CONTRACT DURATION

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

11. SPECIAL CONDITIONS

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- ii. CIPC reserves the right to negotiate with the successful bidder on price;
- iii. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- iv. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za);
- v. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- viii. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- ix. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- x. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- xi. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and

- xiii. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be 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

12. EVALUATION PROCESS (Criteria)

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

12.2 Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Price Evaluation



PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

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

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Complete and sign the supplied pro forma document
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	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: Compliance to PAGE 16 AND 17- ANNEXURE "A" REFER TO PAGE 5 TO 6 and 17 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<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> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: <u>SUBMISSION OF USB</u> REFER TO PAGE 5 OF 18 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<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 Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with a lot of documents rather create separate folders. No password protected USB allowed. Do not submit CDs Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10	BIDDER TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 6 OF THIS TOR		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
11.	IMPORTANT: If the bidder is the owner of the taxonomy development tool a letter should be provided that confirms they are providing the CIPC with a valid license to use the tool. If they are not the owner of the tool, they need to provide a letter from the owner of the tool stating the bidder is an authorized re-seller of the tool and that the CIPC will be provided with a valid license to use the tool. <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>		<ul style="list-style-type: none"> The letter or a testimonial must 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. All bidders are required to comply with this requirement. Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified. The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO COMPLY AND SUBMIT THE REQUIRED DOCUMENTATION WILL RENDER YOUR BID INVALID</u>

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

Phase 2: Functional Evaluation and Compliance to specification

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1	<p>Technical Expertise</p> <p>Demonstrated expertise with taxonomy development and updates in line with the IFRS and other financial reporting standards (e.g. development and addition of required extensions, requirements analysis, functional and technical specifications).</p> <p>Submit an:</p> <p>abridged company profile outlining your taxonomy updates expertise (e.g. mentioning of clients worked for, taxonomies implemented or updated and outcome of projects),</p> <p>outlining of ability for conduct regular reviews of changes applicable to taxonomies developed (e.g. annual updates of the IFRS taxonomy released by the International Accounting Standards Board – IASB)</p> <p>outlining of experience with source approval for new or revised taxonomies (e.g. with XBRL International)</p> <p>outlining of ability to apply approved changes for the CIPC taxonomy in line with the international financial reporting standards (e.g. IFRS by IASB and GRAP by South African Accounting Standards Board), Financial Reporting Standards Council (FRSC) and Companies Act developments (including successful gap analysis to determine differences between the current CIPC taxonomy and new releases of IFRS and/or GRAP, project planning and execution). Incorporate ESG (ISSB's IFRS S1 and IFRS S2) Taxonomy into our CIPC Base Taxonomy as an initiative to address sustainability and climate-related reporting</p> <p><u>Ratings to be awarded as follows</u></p> <p>Score = 1: No demonstration of technical expertise (could not provide details on any of the required submissions)</p> <p>Score = 2: Insufficient details provided/ information not fully compliant (could only provide details on some of the required submissions)</p> <p>Score = 3: Sufficient demonstration covering the above requirement. (could provide details on all of the required submissions for at least one client)</p> <p>Score = 4: Detailed relevant demonstration indicating experience with additional relevant information on subject. (could provide details on all of the required submissions for multiple clients)</p> <p>Score = 5: Detailed relevant demonstration indicating experience with additional relevant information on subject with examples of work done. (could provide details on all of the required submissions for multiple clients including the specific accounting standards used by the CIPC namely IFRS and GRAP)</p>						25	
	Total						100	

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
2	Training Plan <ul style="list-style-type: none"> • Provide details on training to be provided to CIPC resource(s) and tool for future independent maintenance and development of taxonomies by the CIPC. The training plan should incorporate the following elements: • Provisioning of a taxonomy development tool (software) mentioning platform requirements for CIPC to utilize the tool from within CIPC environment, as well as potential licensing requirements for continuous future use, upgrades, and support. • Training of 1 – 5 CIPC resource(s) on technical aspects of taxonomies in general as well as specific training on how to utilize the tool. Breakdown of training content / deliverables. Time estimation required for training (e.g. number of hours required for general taxonomy aspects and number of hours required for utilizing the tool) <p><u>Ratings to be awarded as follows</u></p> <p>Score = 1: No training plan provided</p> <p>Score = 2: Insufficient details provided/ information not fully compliant Only some of the required elements included in the plan)</p> <p>Score = 3: Training details provided according to the requirement. (all required elements mentioned in plan without exact details)</p> <p>Score = 4: Detailed training and development information with training plan (all required elements covered with exact breakdown of details)</p> <p>Score = 5: Detailed training and development information with training plan with samples/ materials (all required elements covered with exact breakdown of details including relevant training documentation and / or proof of similar training done for other clients)</p>						25	
3.	Company Competency Testimonials <p>Provide at least one (1) or more letters/testimonials from references or organizations that you have delivered this type of service to in the past 5 years. The reference should be for similar services</p> <p><u>Ratings to be awarded as follows</u></p> <p>Score = 1: No letter or Very poor testimonial provided or content not relevant</p> <p>Score = 2: Not satisfactory performance, content not relevant or not meeting all requirements of this bid</p> <p>Score = 3: Satisfactory performance based on minimum requirements or expectations from clients</p> <p>Score = 4: Slightly better performance than minimum requirements or expectations from client</p> <p>Score = 5: Excellent performance far beyond minimum requirements or expectations from client</p>						25	
	Total						100	

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
4	Resource Competency CVs Provide CVs of the people who will be working on the project, clearly setting out their respective roles. E.g. Project Leader, Researchers, IFRS Experts etc. and time required. The CV's must indicate the experience and success in development and/or maintenance of XBRL taxonomies <u>Ratings to be awarded as follows</u> 1. Score = 1: Relevant Experience less than or equal to 2 years. 2. Score = 2: Relevant Experience greater than 2 years, but not more than 3 years. 3. Score = 3: Relevant Experience greater than 3 years, but not more than 6 years. 4. Score = 4: Relevant Experience greater than 6 years, but not more than 8 years. 5. Score = 5: Relevant Experience greater than 8 years.						25	
	Total						100	

Note:

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

PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Preferential Procurement Policy

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

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

The maximum points for this tender are allocated as follows:

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

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. **Note: The CSD report will be used as the primary verification document for this bid. It is therefore compulsory to submit the CSD report**



3. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

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

Important: The CSD will be used as our primary verification document to claim points for specific goals for this bid

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

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

13. ANNEXURE (“A”): BID PRICING

PAGES 15 16 AND 17 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<u>Applicable Currency:</u> <ul style="list-style-type: none"> All prices shall be quoted in South African Rand.
2.	<u>Completion of Pricing Schedule:</u> <ul style="list-style-type: none"> Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<u>Applicability of Quoted Prices:</u> <ul style="list-style-type: none"> All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. The condition must be stated in SBD3.3 as well
4.	<u>Total Bid Cost:</u> <ul style="list-style-type: none"> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC
5.	<u>Exchange Rate Fluctuations:</u> <ul style="list-style-type: none"> Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the <u>exchange rate at the time of bidding.</u> The portion of the bid price subject to exchange rate fluctuations must be stated <u>in the pricing schedule- SBD 3.3</u>
6.	<u>Bid Price Calculation:</u> <ul style="list-style-type: none"> Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u> <ol style="list-style-type: none"> THIS PRICING SCHEDULE (ANNEXURE H (“A”) SDB 3.3: PRICING SCHEDULE SBD FORM 1: INVITATION TO BIDS FOR A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

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



1. The costing should be based on all requirements of the terms of reference for a period 24 months. Pricing to be presented as per the tables below.

Prospective bidders must submit a total price as per table below 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. **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.**

Table 1: (format for price quotation):

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of deliverables set below on an as and when required basis.

Item	Description of Element	Quantity /Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	Provision of the services of an expert in taxonomy update in line with the applicable changes			
2.	Consolidate the taxonomy applicable to CIPC and apply approved changes for the taxonomy in line with the International Financial Reporting Standards (IFRS), GRAP (General Recognized Accounting Practice), requirements of Cooperatives, Chart of Accounts, and the Companies Act. Incorporate ESG (ISSB's IFRS S1 and IFRS S2) Taxonomy into our CIPC Base Taxonomy as an initiative to address sustainability and climate-related reporting			
3.	Gain approval (from XBRL International) and publish taxonomy for software service providers consumption			
4.	Provide a tool for taxonomy maintenance and training to 1-5 CIPC resources that will include full skills transfer of taxonomy development/maintenance to enable the CIPC to maintain its taxonomy independently in future.			
5	Any other costs (please provide detailed explanation			
	TOTAL CEILING PRICE TO BE CARRIED OVER TO SBD3.3 AND FORM 1 FOR THE DURATION OF THE CONTRACT. THE TOTAL BID PRICE WILL BE USED FOR PRICE EVALUATION PURPOSES			

- 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

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

11. BRIEFING SESSION

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

BRIEFING SESSION/SITE VISIT	NONE
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12. SUBMISSION OF PROPOSALS

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

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

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

Sunnyside

PRETORIA

13. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

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

B. Technical Enquiries

Mr. Joey Mathekga – Email: Jmathekga@cipc.co.za

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

14. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 11 SEPTEMBER 2023

BIDS CLOSING TIME: 11: 00 AM

BIDS CLOSING DATE: 12 OCTOBER 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