

**ANNEXURE: “H”**



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**TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 05-2025-2026**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUBMIT PROPOSALS FOR THE  
IMPLEMENTATION, MAINTENANCE AND  
SUPPORT OF THE DATA MASKING SOLUTION**

**CONTRACT PERIOD: 3 YEARS**

**BID CLOSING DATE: 24 OCTOBER 2025**

**NB: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.**

**THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: “CIPC TENDER BOX”  
SITUATED AT THE DTIC MAIN GATE**

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

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit 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 One hundred and twenty days (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.
- ix. **The successful bidder, which includes active company directors and resources assigned/deployed to the project, will undergo a security screening process. The appointment is contingent upon the positive results of this security**

screening. If any serious negative information arises during this process, the CIPC reserves the right to re-evaluate and withdraw the award and consider alternative options.

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 BIDDER'S 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 separate price from the technical proposal as price is evaluated at the last phase of the evaluation.
- b) The price envelop must be marked with the bidder's name
- c) **Bidders to complete pricing schedule SBD 3.3 (Annexure "C")- REFER TO ATTACHED SBD FORMS**
- d) **The total price (ceiling price) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). AND COMPLIANCE TO ANNEXURE A PAGE 25&26**
- 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**
  - ❖ **SBD1 - INVITATION TO BIDS**
  - ❖ **PRICE BREAKDOWN PREFERABLE IN THE BIDDER'S LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE**

**NB: Bidders must also refer to page 21 of 27 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**



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## 1. PURPOSE

This initiative seeks to source, implement and operationalise a strategic Data Masking capability to enable the Companies and Intellectual Property Commission (CIPC) to achieve comprehensive compliance with the Protection of Personal Information Act (POPIA). The objective is to safeguard personally identifiable information (PII) across all external-facing digital platforms, internal operational systems, and legacy environments. In doing so, the Data Masking solution ensures alignment with the dual imperatives of protecting individual privacy rights and enabling lawful public access to information, as prescribed by Section 1 of POPIA and Section 187(4)(c) of the Companies Act. Moreover, this initiative directly supports the execution of the CIPC POPIA Implementation Plan by addressing key risk areas, notably the mitigation of unauthorised disclosures and the strengthening of data retention and lifecycle management practices.

The Data Masking initiative will be executed through a structured, phased approach aimed at enhancing CIPC's data privacy posture while ensuring alignment with legislative mandates and operational imperatives. The focus is on minimising the exposure of personally identifiable information (PII) and reinforcing compliance with POPIA and related statutes.

## 2. BACKGROUND

In compliance with the Companies Act 2008, CIPC must provide the following services:

- Registration of corporate entities and intellectual property rights;
- Maintenance of accurate, up-to-date and relevant information concerning companies, corporate entities and intellectual property rights, and the provision of that information to the public and to other organs of state;
- The promotion of education and awareness of company and intellectual property laws, and related matters;
- The promotion of compliance with the Companies Act, and any other applicable legislation;
- Widest possible enforcement of the Companies Act;
- Promotion of the reliability of financial statements by monitoring compliance;
- Promoting voluntary resolution of disputes arising in terms of the Companies Act; and
- Research and reporting on matters of national policy and intellectual property law.

The focus of Data Masking is on minimising the exposure of personally identifiable information (PII) and reinforcing compliance with POPIA and related statutes.

## 3. SCOPE OF WORK AND OBJECTIVE

### 3.1 Background and Current State Overview

In its statutory role under the Companies Act, CIPC processes and discloses sensitive PII in maintaining corporate and intellectual property registers. While certain functions are exempt from specific POPIA provisions, public disclosures remain subject to Conditions 7 and 8, requiring appropriate security safeguards and processing limitations. The POPIA Implementation Plan (Section 3.7) identifies unmasked disclosures of PII, such as identity numbers, as the most material compliance risk, potentially exposing the Commission to identity theft, corporate hijacking, and significant legal liability.



A phased deployment of an enterprise-grade Data Masking solution, targeting full POPIA compliance, must be sourced, implemented, maintained and supported. The solution will address three core areas:

- a) External Platforms – Masking PII in public registers and electronic disclosure certificates.
- b) Internal Systems – Enforcing role-based access to sensitive PII in line with security safeguard requirements.
- c) Data Retention – Applying compliant retention and disposal practices for non-essential PII.

### 3.2 Business Problem

Despite CIPC's compliance endeavours, the inadequate systematic Data Masking solution constitutes significant legal and operational exposure. POPIA Conditions 7 and 8 require that all processing, especially public disclosures, must incorporate appropriate safeguards and adhere to data minimisation principles.

A proactive solution is therefore imperative, not only to close the remaining compliance gaps but to safeguard institutional integrity, enable secure service delivery, and align CIPC with global best practices in data privacy and protection.

### 3.3 Requirements

#### A. Functional Requirements

Requirement	Compliance (Yes/No)	Description	Page Reference
Data Masking		Mask all PII in electronic disclosures, public registers, and legacy systems. Implement dynamic masking for live production environments to mitigate leakage risks.	
Exceptions Management		Unmask the director's ID numbers on new company registration certificates. Grant exemption to law enforcement agencies (e.g., SAPS, SIU, NPA) under POPIA Section 6.	
Role-Based Access Control (RBAC)		Restrict access to PII such as bank details and salary data strictly to authorised HR and Finance staff, minimising exposure risk.	
Information Inventory		Maintain a comprehensive inventory classifying PII by type, purpose, and storage location.	
Retention and Disposal		Enforce retention rules per POPIA Section 14, destroy non-essential PII (e.g., CVs) and retain financial records for 7 years	
Incident Response		Establish breach detection and containment protocols, integrated into CIPC's overall Incident Response Plan	



## B. Technical Requirements

Requirement	Compliance (Yes/No)	Description	Page Reference
Compatibility		Full interoperability with SQL, Informix, Oracle, and the current CIPC application stack. Must support both on-premises and cloud workloads.	
Encryption / Tokenisation		Encrypt PII at rest and in transit using industry-standard algorithms. Support reversible masking for authorised operational needs.	
Scalability		Process large volumes of PII without performance degradation across distributed systems.	
Security Controls		Include encryption, database access, and continuous activity monitoring tools to ensure integrity and confidentiality.	

## 3.4 Current Environment

Devices	Quantity
Workstations / Laptops	750
<b>Windows Server OS</b>	
1. Windows Servers	180
2. Informix DB	4
3. SQL Instances	21
4. Oracle DB	26
<b>Linux Servers</b>	
Linux	20
<b>Virtualisation</b>	
Hypervisor	11

## 3.5 Future Vision / Target State

In alignment with CIPC's mandate to uphold public trust while safeguarding personal information, the future state envisions a secure, compliant, and operationally efficient data masking ecosystem embedded into all relevant business processes and systems.

This target state is driven by three core strategic outcomes:

- Uncompromised Regulatory Compliance**
  - All Personally Identifiable Information (PII) is masked, tokenised, or encrypted following POPIA, applicable legislation, and international best practice standards.
  - Exceptions for unmasking are strictly governed by documented protocols and audit trails, applicable only to new company registration certificates and law enforcement exemptions under POPIA Section 6.
- Seamless Business Operations**
  - Dynamic data masking ensures that authorised CIPC staff and external stakeholders receive the exact level of detail required for their role, no more, no less, eliminating unnecessary exposure of sensitive information.
  - Systems interoperability ensures full compatibility with CIPC's SQL, Oracle, Informix, and other core platforms, maintaining performance even under peak processing loads.
- Trusted Public Engagement**

- Public-facing platforms continue to deliver transparency in corporate registers while safeguarding identity data from misuse, thereby strengthening CIPC's credibility and reducing reputational risk.
- Citizens, businesses, and international partners recognise CIPC as a benchmark for ethical data stewardship in the African corporate governance landscape.

Feature	Description	Strategic Link
End-to-End PII Governance	A living inventory of PII, its purpose, retention rules, and access levels across all CIPC systems.	Requirements – Information Inventory
Integrated Data Masking Controls	Uniform masking and encryption protocols are applied at data creation, storage, processing, and dissemination stages.	Requirements – Data Masking
Role-Based Access Framework	Access granted strictly on a “need-to-know” basis with automated logging and real-time monitoring.	Requirements – RBAC
Resilient Technical Architecture	Secure, scalable, and cloud-compatible masking engine integrated into security, application layers, and APIs.	Technical Requirements
Rapid Breach Containment	Incident Response Plan enhanced with masking-aware forensics, enabling containment within minutes.	Requirements – Incident Response
Transparent Public Communication	Clear policies and notices explaining how CIPC protects PII while enabling corporate transparency.	Public Trust

### Success Indicators

CIPC will know it has achieved the target state when:

- 100% of PII is accounted for, classified, and masked in public disclosures.
- Zero critical data breaches involving unmasked PII are recorded over 12 months.
- All system integrations maintain sub-second data retrieval performance post-masking.
- Stakeholder satisfaction scores improve for both transparency and privacy protection.

### 3.6 Staffing Requirements

The Bidder shall provide a project team that is knowledgeable, experienced, and has the skills necessary to ensure the success of all phases outlined herein.

1. Overall staffing levels must be sufficient to meet or exceed quality and timeline expectations, and key project personnel must have subject matter expertise in Data Masking solutions and prior implementation experience on projects similar in scope. Please provide resumes for all project staff.
2. The Service Provider will be expected to participate in day-to-day activities remotely unless otherwise requested by the CIPC to be at the office physically.
  - Offshore Work Performance: Any services that are described in the specifications or scope of work that directly serve the CIPC or its customers and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the Republic of South Africa. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
3. Assume full responsibility for the successful implementation of the Data Masking Solution, ensuring it is completed on time and within budget, especially when choosing to engage subcontractors during the project, and meeting the project's objectives.

4. Provide a Project Manager (PM), with experience in similar projects, who will serve as a single point of contact who will leverage industry best project management tools and methodologies in order to ensure product quality and timeliness for the duration of the project.
  - It is preferred that the PM has a project management certification, such as Project Management Professional, Agile PM, PRINCE2, or equivalent.
5. Accommodate working the CIPC working hours and be available from 7:30am – 5pm. Additional availability may be necessary as agreed upon by the CIPC and the Bidder.
6. Any Data Masking Project-related meetings and time commitments shall occur during normal working hours (7:30 am-17:00 pm) unless there are special circumstances for meetings or other project-related time commitments to occur off hours. Bidder's working hours must expand outside of normal working hours as required during periods of implementation, go-lives, and heightened post-implementation support periods.

### 3.7 General Technology Requirements

- a. **Data Connectivity and Integration:** The Data Masking solution must enable seamless connectivity and data integration across all identified data sources, supporting both real-time and batch processing.
- b. **Scalability and Performance:** The solution must be capable of scaling to accommodate growing data volumes and maintain performance benchmarks across increasing workloads.
- c. **Data Security and Compliance:** The Data Masking solution must ensure data security through encryption, access controls, and audit logging to meet regulatory and organisational compliance standards.
- d. **Service Level Requirements:** The solution must meet agreed service level objectives, including availability, response time, and support responsiveness, to maintain uninterrupted operations.
- e. **Reporting and Analytics:** The solution must offer robust reporting and analytics capabilities, enabling users to generate insights and track data masking metrics.
- f. **Configurability:** The Data Masking solution must allow configuration to meet organisational needs without requiring extensive custom development.

### 3.8 Implementation Service Requirements

The Data Masking implementation and Ongoing Services effort shall be completed in the project phases outlined below (with minimum deliverables from the bidder noted), including but not limited to:

#### A. Planning and Discovery

**Objective:** During this initial phase, the Contractor will work closely with the CIPC's project team to assess the current data masking environment, gather detailed requirements, and develop foundational documentation for the Data Masking implementation. This phase will focus on ensuring a clear understanding of the CIPC's key objectives, requirements, and constraints.

#### **Contractor Responsibilities:**

The Contractor shall:

- conduct comprehensive requirements-gathering sessions, including virtual interviews, virtual and physical workshops, and surveys with CIPC stakeholders. Requirements must be captured in a Requirements Traceability Matrix (RTM) to ensure that all are addressed in subsequent phases.

- Be responsible for identifying both functional and non-functional requirements, including performance, security, and scalability requirements.
- Lead workshops to gather insights and ensure that all CIPC Core Use Cases (CCUC) are fully defined and documented.
- Ensure that all design artifacts are reviewed and formally approved by CIPC stakeholders before proceeding to the implementation phase. Any requested changes should be incorporated, with clear communication of any impacts to the timeline or cost.
- Identify the solution modules and configuration requirements for all CIPC Core Use Cases (CCUC).
- The solution design will identify out-of-box functionality and any custom workflows.

#### **Deliverables**

##### **• Project Charter**

- A comprehensive document outlining the project's purpose, scope, objectives, stakeholders, and success criteria
- Formal approval from both the CIPC and Contractor to ensure alignment on the project's goals and vision

##### **• Project Plan and Organizational Chart**

- A comprehensive plan detailing timeline, key milestones, deliverables, structure of the project team, and weekly status report. The organizational chart will provide clarity on roles and reporting structures for both the Contractor and CIPC personnel.

##### **• Detailed Requirements Document**

- Based on industry frameworks this document will capture the CIPC's core use cases, functional needs, and technical specifications.

##### **• Method for change control and communication.**

##### **• All risks and mitigation plans.**

#### **B. Solution Design Phase**

**Objective:** Using the requirements from the discovery phase, the contractor will create a detailed design for the Data Masking solution, ensuring that it is adaptable to the CIPC's existing infrastructure and scalable for future growth.

#### **Contractor Responsibilities**

The Contractor shall:

- Develop a comprehensive design document that includes system architecture, data flows, integration points, and governance processes. These designs must be in alignment with CIPC infrastructure and adhere to security and regulatory requirements.
- Ensure that all design artefacts are reviewed and formally approved by CIPC stakeholders before proceeding to the implementation phase. Any requested changes should be incorporated, with clear communication of any impacts to the timeline or cost.
- Identify the solution modules and configuration requirements for all CIPC Core Use Cases (CCUC).
- The solution design will identify out-of-box functionality and any custom workflows.

#### **Deliverables**

- High-level architecture and system design documents
  - A blueprint that defines how the Data Masking solution will be integrated into the CIPC's IT ecosystem. This will include data pipelines, governance processes, and data storage layers, crafted with a focus on scalability, modularity, and security.
- Data governance framework tailored to the CIPC's policies and needs
  - A customised governance model aligned with best practices. This will define roles and responsibilities around data stewardship, quality management, and data security.



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### **C. Solution Configuration and Implementation Phase**

**Objective:** During this phase, the contractor will configure the solution to meet the CIPC's functional, technical, security, and operational requirements, ensuring a robust and scalable Data Masking platform.

#### **Contractor Responsibilities:**

- Solution configuration in accordance with the CIPC's technical and functional requirements
- Data Masking plan and execution strategy for integrating legacy data systems
- Installation and setup of the Data Masking solution components
- Integration with existing CIPC systems and applications
- Execution of defined use cases, including end-to-end workflows that align to the CIPC Core Cases.

#### **Deliverables:**

- Configuration of Core Modules
  - Configuration of key components
- CIPC Core Use Cases (CCUC)
  - Configure role-based access for CIPC project team users.
  - Configure and document each module to satisfy the CIPC's core use cases.
  - Unit test configuration to ensure the product is functioning as expected.

### **D. Testing and Validation Phase**

1. Objective: The Contractor must conduct the testing phase to ensure that the implemented solution is functional, secure, and aligned with both business, functional and technical requirements. This includes developing, conducting, and providing support to the CIPC and applicable stakeholders in test plans, test scripts, test cases, and test input data. The Contractor must lead all testing efforts except for user acceptance testing (UAT), user acceptance testing will occur during a period agreed upon in advance with CIPC stakeholders.
2. Install fully functional production and non-production environments.
3. Confirm the operation and functionality of the installed components.

#### **Contractor Responsibilities:**

The Contractor shall:

- Provide a detailed Test Plan, covering all aspects of testing (unit, system, integration, performance, and user acceptance testing).  
The Test Plan should also define test cases, success criteria, and test data requirements.
- Implement automated testing frameworks where feasible to ensure continuous validation of key solution components and to expedite defect identification and resolution.
- Implement a defect tracking system to log, prioritise, and resolve issues identified during testing. All defects must be documented, categorised (e.g., critical, major, minor), and addressed on time.
- High-priority defects must be escalated and resolved before moving to the Go-Live phase.

#### **Deliverables**

User Acceptance Testing (UAT): Engaging key CIPC stakeholders to conduct UAT to verify that the solution meets end-user needs. All test results will be documented, with an emphasis on resolving identified defects before go-live.

1. Provide a testing overview and educational session for CIPC test participants.
  2. Identify and develop test scenarios for each use case.
  3. Define and create a feedback submission process.
  4. Present test findings to CIPC stakeholders to prioritise remediation and/or enhancement activities.
- Unit, Integration, and System Testing: Detailed testing scripts and documentation that validate each module's functionality, ensuring each works as intended and integrates smoothly.
  - Requirements Traceability Matrix (RTM) to ensure that all deliverables are addressed in subsequent phases and will be used to identify the modules to be used and the user testing to be completed.
  - Security and Compliance Audits: Formal validation ensuring that the Data Masking solution adheres to the CIPC's security standards and meets regulatory compliance.

#### **E. Training**

1. Define a training program to educate and train administrator CIPC personnel in all details of the Data Masking solution to enable successful operation and management of the system and each of its components throughout its useful life.
2. A training syllabus and plan that proposes the training courses to be delivered to the CIPC based on the future governance and organisational model.
3. Provide a method/channel for CIPC personnel to access up-to-date documentation related to all software updates, upgrades, and new feature releases.
4. Provide training to the CIPC's project team, departmental users (data liaisons), and other identified stakeholders to understand any changes to their current workflows and how to request support services from the support provider.

#### **F. Go-live/release process**

1. Go-live checklist and detailed day-of-launch plan to ensure alignment and commitment from all stakeholders and responsible parties.
2. Roles and responsibilities for deployment.
3. Outline the process for transitioning to maintenance.

#### **G. Maintenance**

1. Provide technical support services after go-live, to ensure that the Data Masking solution continues to function as intended, remains stable and secure.
2. Provide infrastructure diagrams and installation documentation.
3. Provide a Service Level Agreement (SLA) support model definition to include:
  - a. RACI matrix between the bidder and the CIPC that is regularly updated to align with future support needs.
  - b. Maintenance and enhancement support agreement based upon the requirements agreed upon by the Contractor and the CIPC.
  - c. "Request for support" procedures and average resolution response timeframe
  - d. Issue prioritisation and escalation processes.
  - e. Methodology used to manage software upgrades, enhancements, and patches (including quality assurance practices).
  - f. List of any technical and end-user administrator self-help resources available.
  - g. The quantitative response in percentage (i.e., 99.9%), including providing how these percentages are computed.



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- h. Description of how the SLA will be tracked and validated.
  - i. Projected maintenance schedule(s), product lifecycle chart, and contents.
  - j. Description of the process used to restore selected data files or timepoint restore (both structured and unstructured), including how requests are made and the expected restoration time.
  - k. A description of the performance standards (e.g.: system latency, load tests during peak times and off-peak times.) for system availability.
  - l. Implementation of monitoring systems which provide documentation of downtime or issues per year in total availability % per year, downtime per year, downtime per month, and downtime per week.
  - m. Description of any exclusion parameters of application performance.
4. Ongoing maintenance and enhancement support execution based upon the terms of the SLA agreement.

### 3.9 Additional Services and Enhancements

At some point after the initial use cases are configured, the CIPC may elect to expand solution capabilities and onboard additional departments into the identified solution. In the Price Proposal, please clearly outline the position title, duties, and hourly salary required to provide staff augmentation. Identify whether these staff resources will be provided through your company or a business partner.

### 3.10 Deliverables, Acceptance Criteria, and Payment Schedule

#### 1. Deliverable:

- a. All contract deliverables are to be given a unique number and tied to the project schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked in the project schedule. The CIPC shall provide a project repository tool (e.g., Project Server / SharePoint) to record project deliverables and manage project tasks.
- b. For every deliverable, the Contractor shall request the CIPC's project manager or designee to confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt. Drafts of each final deliverable, except status reports, are required at least one week in advance of when the final deliverables are due.

#### 2. Acceptance Criteria:

- a. The Contractor's deliverables will be subject to the review and approval of the CIPC's project manager or designee and/or additional stakeholders, depending on the deliverable. If requested by the CIPC's project manager, the Contractor must provide walkthroughs of deliverables to facilitate the project manager's deliverable reviews.
- b. The CIPC project manager shall notify the Contractor within ten business days of its receipt of a deliverable, or as otherwise agreed to by the CIPC's project manager and Contractor, of its approval or rejection, with the reason(s) for rejection. In the case of an initial rejection, the Contractor shall have five (5) business days, or as otherwise agreed to by the CIPC's project manager, to correct the deliverable and resubmit for the project manager's review.
- c. Approval shall be granted at the CIPC's project manager's sole discretion if the deliverable meets all requirements.
- d. The Contractor must account for the CIPC's project manager review process when developing schedules, project plans, and timelines. Specific deliverables and acceptance criteria will be finalised as part of the project pre-planning and preparation.

#### 3. Payment Schedule:

- a. Payment schedule shall be tied to milestones based on successful completion of deliverables and negotiated between the CIPC and the selected bidder.



### 3.11 CIPC Core Use Cases

Bidders to review the CIPC core use cases listed in "Section 3.3 - Functional & Technical Requirements".

### 3.12 Roles and Responsibilities

#### A. Contractor Responsibilities

1. The Contractor is expected to own each of the deliverables and activities within each phase of the effort, with input from CIPC stakeholders. This includes project management and ownership of status meetings and status reports to ensure the on-time delivery and quality of deliverables.
2. The Contractor will work with the CIPC's project management team to address any roadblocks or risks in the project and escalate issues based on the agreed-upon escalation plan determined by the CIPC and Contractor teams.

#### B. CIPC Responsibilities

1. The CIPC will participate in all necessary activities and provide the required information on time to ensure the success of each phase.
2. CIPC's Project Management team will work closely with the Contractor as needed and will:
  - (a) approve priorities, detailed project plans and schedules.
  - (b) notify the Contractor in writing of any engagement or performance issues; and
  - (c) Assist in resolving issues that may arise.
3. Identify stakeholders, SMEs, and core project team members.
4. Assist the Contractor with scheduling meetings, as needed and will participate in meetings and workshops.
5. Make available all pertinent documents, information, and electronic files on time.
6. Respond to all questions regarding the acceptability of any work performed under this Scope of Work.

### 2. Time frames

The contract period is 3 Years.

### 3. Reporting

The contracted bidder's account manager will report to the relevant CIPC Project Manager or his/her delegate.

### 8. WORKING CONDITIONS

Resource(s) may be required to work outside of business hours as and when needed (rate to remain the same). Working remotely will be allowed, but the CIPC may require on-site working as and when needed for certain projects. Resource will be required to physically report to CIPC offices, 77 Meintjies Street, Sunnyside, Pretoria, 0002, as and when required.

#### 8.1 Equipment

The Contractor shall furnish all necessary labour, tools, equipment, and supplies required to deliver Cloud-hosted solutions at the designated CIPC facilities, unless otherwise expressly provided for in the scope of work. For the on-premises solution offering, CIPC will be responsible for providing the relevant infrastructure.



## 8.2 Proprietary rights

Contractor warrants that:

- A. The hardware, software, application(s), or other technology provided to the CIPC pursuant to this Contract (collectively, the "Technology Assets") will be free of the rightful claim of any third-party for, or by way of, infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
- B. No act or omission of Contractor will result in a third-party holding any other claim that interferes with the CIPC's enjoyment or use of the Technology Assets.
- C. Contractor owns or possesses all right(s), title(s) and license(s) necessary to perform its obligations, hereunder; and
- D. As of the effective date and throughout the term (duration) of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third-party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

The proprietary right with regards to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC. The final product of all work done by the contractor, shall at the end of service period, be handed over to CIPC. The contractor may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific.

## 8.3 Indemnity / Protection / Safeguard

- The resources safeguard and set CIPC free 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 contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The resources safeguard and set CIPC free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trademarks or other protected rights on any software or related data used by the resources.

#### 8.4 Occupational Health and Safety Obligations

CIPC is committed to ensure a safe work environment, impose protection towards the health and safety of all personnel and prevent workplace injuries or losses. Mandataries/ service providers are employers, with duties prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended and other legislative obligations. Mandataries/ service providers shall strictly adhere to and ensure that their personnel adhere to the provisions of the OHS Act 85 of 1993 inclusive of required OHS obligations (CIPC OHS requirements and all other applicable legislation). The awarded service provider is required to provide assurance by submitting the necessary and/or obligated Occupational Health and Safety requirements to CIPC. The necessary and/or obligated Occupational Health and Safety requirements include but not limited to:

- Valid COIDA Letter of Good Standing, or a licensed compensation insurer.
- The acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements.
- The Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement
- Signed Health, Safety & Environmental Policy Signed by CEO OHS Act Sec 16(1).
- Other Occupational Health & Safety requirements (OHS file) compliance.

#### 8.5 Quality

The Divisional Manager / Senior Manager Enterprise Information Management will subject the quality and standard of service rendered by resources to quality control. 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 another resource. The service provider will carry the cost related to these changes.

#### 4. BID COSTING

Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price.

REFER AND COMPLETE ANNEXURE “A” PAGE 25 &26

THE FOLLOWING DOCUMENTS TO BE ATTACHED

1. SDB 3.3: PRICING SCHEDULE
2. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER MUST ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDERS TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 5 WITH REGARDS TO PRICE  
The costing should be based on all requirements of the terms of reference. 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.**

**Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid.**



## 5. 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. The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- iv. 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;
- v. 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));
- vi. 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;
- vii. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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;
- xii. 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;
- xiii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiv. 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.
- xv. 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.
- xvi. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.

- xvii. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xviii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xix. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xx. The resources that a bidder supply will be subjected to an assessment result 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.
- xxi. CIPC reserves the right not to make this appointment
- xxii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxiii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiv. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- xxv. CIPC reserves the right not to make this appointment.

#### **1. EVALUATION PROCESS (Criteria)**

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

**Evaluation (Phases): The evaluation will be completed in 3 phases:**

- **Phase 1: Compliance to minimum requirements**
- **Phase 2: Functional Evaluation**
- **Phase 3: Functional Evaluation**



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## PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

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

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)</b> PIN 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.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
6.	<b>BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate/ Affidavit (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID. THIS DISQUALIFICATION DOES NOT APPLY TO NON- SOUTH AFRICAN BIDDERS</b>		<b>VALID AND COMPLIANT B-BBEE Certificate /Affidavit (Compulsory)</b> <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>
7.	Registration on Central Supplier Database (CSD) Compulsory Note: <b>Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate/ affidavit is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.</b>		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 UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule: Compliance to <b>PAGE 25 AND 26- ANNEXURE "A"</b> REFER TO PAGE 4 TO 5 and 25 & 26 <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>		• Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope. • Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
9.	IMPORTANT: <b>SUBMISSION OF USB</b>  REFER TO PAGE 5  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR  <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></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 4. <b>Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered and avoid clustering folders with many documents rather create separate folders.</b> 5. No password protected USB allowed. Do not submit CDS 6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with.
10.	Accreditation The bidders must provide a letter from Solution Vendor Original Equipment Manufacturer (OEM) which indicates that they are accredited to implement, supply and support the proposed solution.  • The bidders must provide a letter from Solution Vendor Original Equipment Manufacturer (OEM) which indicates that they are accredited for product/Solution/Systems/Technology manufacturer /owner authorising the resale or support of the proposed Product/Solution/System/Technology. • In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.		1. <b>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</b> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. 2. All bidders are required to comply with this requirement. 3. <b>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</b> 4. The letter/ testimonial /certification must be signed dated by authorized representative 5. It should state expiry date or validity <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>
11.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

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><b>Architecture &amp; Integration</b></p> <p>Ability of the proposed solution to integrate seamlessly with CIPC's existing database systems (SQL, Oracle, Informix) and applications, ensuring minimal disruption to operations. Includes flexibility for future scaling.</p> <p>Provide a solution architecture to illustrate how integration will occur, including the hosting environment.</p> <p>Include any industry-leading differentiating features the solution possesses that may provide value to the CIPC.</p> <p>Cross-reference: Technical Requirements – Compatibility &amp; Scalability</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>1. 1 = No integration; major re-engineering required.</p> <p>2. 2 = Limited integration; high complexity/cost.</p> <p>3. 3 = Fully integrates, minimal changes.</p> <p>4. 4 = Seamless integration; scalable</p> <p>5. .5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outstanding narrative, powerfully showcasing superior capabilities, robust hosting, and innovative, highly valuable differentiating features.</p>						30	
2.	<p><b>Security &amp; Compliance Features</b></p> <p>Compliance with POPIA requirements, including dynamic masking, encryption/tokenisation, role-based access, exception handling, and security controls, including monitoring.</p> <p>Cross-reference: Functional &amp; Technical Requirements.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>1. 1 = Non-compliant; critical gaps.</p> <p>2. 2 = Partial compliance; major gaps.</p> <p>3. 3 = Fully compliant, meets security &amp; compliance feature requirements.</p> <p>4. 4 = Fully compliant + advanced security features.</p> <p>5. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outstanding narrative, powerfully showcasing superior capabilities, advanced security &amp; compliance features, and innovative, highly valuable differentiating features embedding future AI and machine learning capabilities.</p>						30	
3.	<p><b>Project Management Capability</b></p> <p>Ability to deliver within agreed timelines, budget, and governance structures. Provide Project Management Methodology, Project Manager CV and Qualifications. Years of experience in implementing data protection in regulated environments.</p> <p>Cross-reference: 3.8, 3.9 &amp; 3.10.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <p>1. 1 = No methodology; history of delays.</p> <p>2. 2 = Weak methodology, occasional overruns.</p> <p>3. 3 = Strong methodology; mostly on time. The Project Manager has a project management certification, such as Project Management Professional or equivalent.</p> <p>4. 4 = Excellent methodology; always delivers successfully. The Project Manager with experience in similar projects leverages industry best project management tools and methodologies to ensure product quality and timeliness for the duration of the project</p> <p>5. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Experience completing at least two similar-sized projects that demonstrate their expertise, experience, and ability to deliver upon the minimum delivery requirements specified for each phase in this scope of work.</p>						20	



4	<b>Reference Letters &amp; Testimonials</b> Quality and relevance of at least two client reference letters or testimonials confirming successful delivery, solution performance, and post-implementation support of data protection. <u><b>Ratings to be awarded as follows:</b></u> 1. 1 = None. 2. 2 = Irrelevant references. 3. 3 = All relevant & positive. 4. 4 = All relevant & highly positive with measurable success. 5. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outstanding narrative, powerfully showcasing SLA and proactive monitoring.						20	
	<b>Total</b>						<b>100</b>	

**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 4: PRICING AND PREFERENTIAL PROCUREMENT POLICY**

### **Preferential Procurement Policy**

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

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate is used as our primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.**
- The 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	<b>HDI, Race are black persons (ownership)*</b> 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"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	10
2	<b>Gender are women (ownership)*</b> 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"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	8
3	<b>Disability are disabled persons (ownership)*</b> 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"> <li>• Confirmation of Disability Form as per SARS (ITRDD Form)</li> <li>• Medical Certificate</li> </ul> <p><i>Important the CSD will be used as our primary verification documents</i></p>	2

3. **Important:** Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.

- 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.

## ANNEXURE “A”

### BID PRICING SCHEDULE

**THIS PAGE TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW**

**TABLE 1:**

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<b><u>Applicable Currency:</u></b> All prices shall be quoted in South African Rand.
2.	<b><u>Completion of Pricing Schedule:</u></b> 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.	<b><u>Applicability of Quoted Prices:</u></b> <ul style="list-style-type: none"> <li>• <b>All quoted prices must remain firm for the duration of the contract</b>, unless stipulated otherwise in the special conditions of contract.</li> <li>• The condition must be stated in SDB3.3</li> <li>• Bidders to note that price validity is one hundred and twenty days (120) days</li> <li>• The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase</li> </ul>
4.	<b><u>Total Bid Cost:</u></b> 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
6.	<b><u>Bid Price Calculation:</u></b> Bidders to note that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<b><u>Applicable SDB Document to be included in the USB as well as sealed Pricing envelop</u></b> <b>THIS PRICING SCHEDULE (ANNEXURE H (“A”))</b> <b>SDB 3.3: PRICING SCHEDULE</b> <b>SDB FORM 1: INVITATION TO BIDS FOR</b> <b>A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE</b>

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

**THE FOLLOWING TABLE TO BE COMPLETED**

Item No	Description	Price		
		Year 1	Year 2	Year 3
1.	Software			
2.	License			
3.	Hardware (if applicable)			
4.	Implementation and Deployment Cost (Once-off)			
5.	Ongoing Support (provide rate per hour for the duration)			
6.	Miscellaneous			
7.				
8.				
	<b>Total</b>			

**TOTAL BID PRICE (CEILING PRICE) FOR THE DURATION OF 3 YEARS: NB PRICE MUST BE INCLUSIVE OF ALL REQUIREMENTS OF THE TOR**

***TOTAL YEAR 1 TO 3: (PRICE MUST BE INCLUSIVE OF VAT)***

***TOTAL BID PRICE TO BE CARRIED OVER TO SBD 3.3 AND SBD FORM 1***

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

## 21. BRIEFING SESSION

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

N/A	NONE
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## 14. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the main gate, 77 Mentjies Street, Sunnyside, the DTIC campus,

**Proposals should be addressed to:**

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

the dtic Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

## 15. 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. Sphiwe Mbatha - E-mail: [Smbatha@cipc.co.za](mailto:Smbatha@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.*

## 16. DEADLINE FOR SUBMISSION

**BIDS OPENING DATE:** 17 OCTOBER 2025

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

**BRIEFING SESSION:** NONE

**BIDS CLOSING DATE:** 24 OCTOBER 2025

**BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION**

**NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BIDS DEPOSITED IN THE INCORRECT BID BOX. BID PROPOSAL MUST BE HAND DELIVERED TO THE CIPC BID BOX AT THE DTIC MAIN GATE".AT 77 MEINTJIES STREET, SUNNYSIDE**