

ANNEXURE: "H"



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

TERMS OF REFERENCE ("TOR")

CIPC BID NUMBER: 10-2025-2026

DESCRIPTION: INVITATION TO BIDDERS TO SUBMIT PROPOSALS FOR THE IMPLEMENTATION OF AN AI-POWERED MULTI-CHANNEL TRANSACTIONAL CHATBOT FOR THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC).

CONTRACT PERIOD: (36 MONTHS) 3 YEARS

BID CLOSING DATE: 06 FEBRUARY 2026

COMPULSORY BRIEFING SESSION: 19 JANUARY 2026

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

the dti Campus (Block F - Entfufukweni), 77 Meintjies Street, Sunnyside, Pretoria | P O Box 429, Pretoria, 0001

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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 DTIC (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be quoted in South African Rand**
- 16. All prices must be valid for 120 days**
17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.

20. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.
21. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
22. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
23. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 24. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 25. Fraud and Corruption:**

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

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the scope of work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. **CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**

Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry

- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- 26. 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 request the bidder to remedy the situation within a specified period, and/or if not possible, the CIPC may withdraw the award.
- 27. Occupational Health and Safety Obligations
 - i. CIPC is committed to ensure a safe work environment, imposing protection towards the health and safety of all personnel and preventing 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.
 - ii. The necessary and/or obligated Occupational Health and Safety requirements include:
 - Bidding Companies valid COIDA Letter of Good Standing, or a licensed compensation insurer.
 - Bidding Companies signed Health; Safety & Environmental Policy Signed by Bidder's CEO OHS Act Section 16(1).
 - The Acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements.

Upon Award, the following OHS Obligations shall be applicable but are not limited to:

 - The Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement
 - Other Occupational Health & Safety requirements (OHS file) compliance specific to the scope.

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) **Important**: The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.
- i) The **USB** must contain the **exact** documents/ information submitted in the original copy which is only for record keeping
- j) 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***
- k) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- l) CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- m) All pages must be signed, numbered and initial as per the original copy
- n) The USB must be submitted in **PDF format ONLY** and must be **read ONLY, NO Passwords Protection**
- o) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- p) Bidders to ensure that USB 's are not password protected
- q) **IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- r) **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 I” PAGE 22 to 24**
- 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 15 of 25 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. BACKGROUND/ INTRODUCTION

The Companies and Intellectual Property Commission (CIPC) is a statutory body under the Department of Trade, Industry and Competition (the dtic) responsible for the registration and regulation of businesses, intellectual property rights (IP), and related services in South Africa.

CIPC provides essential public services, including company and co-operative registration, company and co-operative amendments, and IP management. With increasing demand for digital services, CIPC receives a high volume of customer queries and service requests across multiple communication channels, including call centres, emails, walk-ins, and social media platforms.

While many of these queries are general, a significant portion is transactional in nature, requiring customers to access entity records &/ or data. To improve efficiency, responsiveness, and customer experience, CIPC seeks to procure a service provider to design, implement, and support an AI-powered, multi-channel transactional chatbot solution.

5. PURPOSE

The purpose of this project is to implement an AI-powered conversational chatbot that provides seamless, transactional, and multilingual support to CIPC's clients across various digital platforms. The chatbot must integrate and/ or be deployed with WhatsApp (compulsory) and at least two additional digital channels (e.g., Facebook, Instagram, TikTok), alongside the CIPC website and mobile app, ensuring a unified, accessible, and modern customer experience.

6. OBJECTIVES

The appointed service provider will design and deploy a comprehensive AI chatbot solution that:

- Provides conversational, natural language automated responses to frequently asked questions (FAQs).
- Enables authenticated transactional interactions, such as (but not limited to):
 - Filing and paying for annual returns.
 - Checking outstanding balances or compliance status within the chat interface.
 - Accessing entity compliance status and history.
 - Receiving digital confirmations or proof of filing, etc
- Integrates seamlessly with CIPC internal systems and APIs for real-time data access.
- Supports multi-channel deployment for consistency across web, mobile, and social platforms.
- Offers escalation to human agents with full traceability and SLA monitoring.
- Includes an AI-assisted knowledge base for chatbot and agent use.
- Provides reporting and analytics dashboards to track service performance and customer satisfaction.
- Ensures security, data protection, and POPIA compliance.

7. SCOPE OF WORK

The scope of services includes, but is not limited to, the following components:

7.1 AI Chatbot Design and Implementation

- Develop and configure a multilingual, conversational chatbot capable of handling both generic and transactional queries.
- Implement Natural Language Understanding (NLU) to interpret user intent, informal speech, and multiple South African languages.
- Enable contextual awareness to maintain conversational continuity.
- Include no-code or low-code tools for CIPC staff to update content independently.

7.2 Transactional Capabilities

- Integrate with CIPC systems (e.g., BizPortal, eServices, payment gateways) to enable customers to:
 - File and pay annual returns.
 - Access entity records and compliance data.
 - View and settle outstanding balances.
 - Receive digital confirmation or proof of transactions.
 - And many more...
- Ensure secure authentication mechanisms (e.g., OTP, entity number validation).
- Provide chat-to-pay functionality via integrated payment APIs.

7.3 Multi-Channel Integration

- Mandatory deployment on WhatsApp.
- Integration with two or more additional digital channels, such as:
 - Facebook Messenger
 - Instagram
 - TikTok
 - Website Chat Widget
 - CIPC Mobile App
- Maintain consistent service experience across all platforms.

7.4 Knowledge Base

- Develop a centralised knowledge repository that powers both the chatbot and live agent responses.
- Include AI-assisted recommendations to improve accuracy and speed of service.
- Allow CIPC staff to easily manage and update content.

7.5 Reporting & Analytics

- Provide dashboards and reporting tools showing:
 - Query volumes by channel.
 - Resolution times and escalation rates.
 - Transaction metrics (e.g., filings, payments, completions).
 - Customer satisfaction and engagement levels.
- Enable export of reports for performance monitoring and audit purposes.

7.6 Security & Compliance

- Full compliance with POPIA and other applicable legislation.
- Role-based access controls and user authentication.
- End-to-end encryption for data in transit and at rest.
- Regular vulnerability assessments and penetration testing.
- Secure audit trails for all chatbot interactions.

7.7 Skills Transfer and Training

- Develop and execute skills transfer plan for CIPC staff.
- Provide training manuals, technical documentation, and capacity-building workshops.
- Ensure CIPC self-sufficiency within one year of project inception.

8. High-level Deliverables

1. Functional and secure AI-powered chatbot deployed across defined platforms.
2. Integration with internal systems and payment gateway(s).
3. Dashboards for analytics and SLA monitoring.
4. Skills transfer and training completion report.
5. Centralised knowledge base.
6. System documentation, source code, and architecture diagrams.
7. POPIA and CIPC security compliance certification.

9. Duration and Implementation Plan

The implementation will be executed in phases over a maximum period of 36 months, which must include:

- Solution design and development.
- Pilot testing and refinement.
- Full-scale deployment.
- Training and skills transfer.
- Post-implementation support and handover.

10. **BID COSTING**

REFER AND COMPLETE ANNEXURE “A” PAGE 22 TO 24

Pricing must be based on an estimated **two million (2,000,000)** customer interactions per month, inclusive of, but not limited to, the following:

- a. End-to-end chatbot configuration and implementation- deployment;
- b. Full setup and enablement of the WhatsApp channel, including authentication and transactional capabilities;
- c. Integration with CIPC systems and APIs, where required;
- d. Ongoing maintenance and support, including bug fixes, upgrades, and performance optimisation;
- e. Hosting, licensing, subscription, and usage costs (where applicable);
- f. Security, compliance, and POPIA-related requirements;
- g. Training, skills transfer, and documentation for CIPC staff; and
- h. Any other costs necessary to deliver a fully functional, secure, and operational AI-powered chatbot solution.
- i. Pricing must be all-inclusive, clearly broken down into:
 - i. Once-off implementation costs, and
 - ii. Recurring monthly or annual costs, where applicable.
 - iii. The estimated interaction volumes are provided for costing purposes only and may vary over time.
- J. the terms of payment are Net 30 days after receipt of invoice and acceptance of work;
- K. the proposal must include supporting documents

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.

11. Reporting

Service provider will be reporting to the Senior Manager: Innovation and Collaboration. Service provider will report on a weekly basis via MS Teams or email, unless otherwise required for an in-office in-person meeting.

12. WORKING CONDITIONS

Proprietary rights

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 resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC specifically.
- All Intellectual Property developed and implemented with be the property of CIPC

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.

Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

Quality

- The Senior Manager: Information Assurance and Information Security will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Information Assurance and Information Security, 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.

13. 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);
- 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

14. 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).

14.1.1 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**

14.1.2 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.

BIDDERS TO COMPLETE THE TABLE BELOW

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		Bidders must submit Tax Clearance Certificate (TCC) PIN 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.	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.
	Completion in full of the Request for Proposal documents		Bidder to complete and sign documents
6.	BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). Latest valid BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE signed by the deponent and the Commissioner of Oath FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID. THIS DISQUALIFICATION DOES NOT APPLY TO NON- SOUTH AFRICAN BIDDERS		VALID AND COMPLIANT B-BBEE Certificate (Compulsory) FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID
7.	Registration on Central Supplier Database (CSD) Compulsory Note: Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE 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.		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 UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to PAGE 20 AND 21- ANNEXURE "A" REFER TO PAGE 4 TO 5 and 22 TO 24 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		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: SUBMISSION OF USB REFER TO PAGE 5 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		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 many 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. Important: The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.. <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10.	Note: All prospective bidders will be expected to attend a mandatory briefing session/site visit as determined by the CIPC where questions will be addressed by a panel of the CIPC.		<u>FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL RENDER YOUR BID BEING DISQUALIFIED</u>
11.	Mandatory Requirement: OEM Certificates/Partnership letters for the proposed solution. (bidders to submit relevant accreditation certificate/letter) – <ul style="list-style-type: none"> 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. 		<ol style="list-style-type: none"> <u>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</u> (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. <u>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</u> The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>
12.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>

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

14.1.3 PHASE 2: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

1. All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid.
2. **IMPORTANT:** The following documents need to be submitted as part of the proposal and will be used during the evaluation.
 - a. Experience of company (Testimonials need to be provided)
 - b. Resources (CVs of staff who will assist with this project) Kindly take note of the criteria on which the scoring is based.
 - c. Project plan with timelines
 - d. Technical Requirements / Proposal. NB: *Bidders must respond systematically, and address separately and clearly marked all requirements, indicate understanding, approach, methodology, technology, systems etc.*
 - ❖ Include architectural diagram
 - ❖ OEM certificates
 - ❖ Print screens of reports and wallboard/dashboard

Proposals will be evaluated on the following:

- Technical functionality and innovation.
- Project Team members expertise in AI Chatbot implementation.
- Proven experience in AI chatbot and transactional automation solutions.
- Capability in multi-channel integration (WhatsApp, social, web, mobile).
- Project management methodology and implementation plan.
- Skills transfer and sustainability approach.

The functional evaluation will be rated out of 100 points and will be determined as follows:

No	Evaluation Criteria	Rating					Weight %	Total
		1	2	3	4	5		
1.	<p><u>EXPERIENCE OF THE COMPANY</u></p> <p>The bidder must have relevant experience in the implementation of an ai-powered multi-channel transactional chatbot.</p> <ul style="list-style-type: none"> • Provide at least three references letters, not older than 3 years, with contactable references (on clients' letterhead) relating to AI powered multichannel chatbot implementation, indicating relevant experience (Preferably cloud based solutions). • Note: At least one (1) referenced implementation must be active/live, and CIPC reserves the right to conduct site visits or solution demonstrations, where deemed necessary. <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> 1. Score = 1: No letters submitted or irrelevant letters. 2. Score = 2: Relevant Experience of less than 3 years of implementing ai-powered multi-channel transactional chatbot 3. Score = 3: Relevant Experience of 3 years, but less than 4 of implementing ai-powered multi-channel transactional chatbot 4. Score = 4: Relevant Experience of 4 years, but less than 5 years of implementing ai-powered multi-channel transactional chatbot 5. Score = 5: Relevant experience of 5 years and above of implementing of ai-powered multi-channel transactional chatbot 						30	

No	Evaluation Criteria	Rating					Weight %	Total
		1	2	3	4	5		
2.	<p><u>PROPOSED PROJECT TEAM EXPERTISE & INDIVIDUAL RESOURCES (BASED ON THE CV OF RESOURCES/ TEAM WHO WILL WORK DIRECTLY IN THE PROJECT):</u></p> <p>Bidders must submit detailed CVs and/or profiles for all core team members, clearly indicating:</p> <ul style="list-style-type: none"> • Role and Responsibilities on the project (e.g., Project Manager, AI/NLU Engineer, Systems Integrator, Data Security Specialist, UX/UI Designer, Change Management Lead, etc.). • Educational Qualifications & certificates (relevant ICT, AI, data science, or engineering degrees, Professional Certifications (e.g., AWS, Azure AI, Google Dialogflow, Microsoft Copilot Studio, Project Management, Cybersecurity, etc)). • Practical Experience in implementing similar chatbot or AI automation solutions (especially those with transactional or government integrations). • Minimum 2-year Experience in their relevant field. • Track Record of projects completed in similar environments (include project name, client, and brief description). <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score = 1: Does not meet requirements- Team composition is inappropriate or unqualified for the project:</p> <ul style="list-style-type: none"> ❖ No relevant experience in AI, chatbot development, or integration. ❖ Missing or incomplete CVs. CVs that lack depth. ❖ Evidence of insufficient capacity or lack of qualified personnel. <p>2. Scoring of 2: Below requirements - Limited or inconsistent evidence of relevant experience:</p> <ul style="list-style-type: none"> ❖ Less than 1 year experience, with few team members having directly applicable expertise. ❖ CVs lack clarity or depth. ❖ Unclear or no demonstrated experience in similar chatbot or AI-driven service automation projects. <p>3. Score =3: Sufficient Expertise of team members</p> <ul style="list-style-type: none"> ❖ Team demonstrates adequate technical expertise with some relevant experience. ❖ 2 year+ experience on Ai Chatbot, OR ❖ 3 year exposure to projects of comparable scale or complexity. ❖ Team qualifications/certifications are aligned <p>4. Score = 4: Meets all requirements</p> <ul style="list-style-type: none"> ❖ Team includes qualified and experienced professionals with relevant AI/chatbot or digital transformation backgrounds. ❖ Most key resources have 3–5 years of relevant experience. ❖ Some public sector or/and large-enterprise experience. ❖ Team composition is well-balanced, especially in relevant specialized skills areas. <p>5. Score = 5: Exceeds requirements Project team demonstrates exceptional qualifications and experience. All proposed key resources have:</p> <ul style="list-style-type: none"> ❖ 5+ years of directly relevant experience delivering AI chatbot or automation projects of similar complexity. ❖ Prior experience in public sector or/ & big organizations (high query volumes) Team qualifications/certifications are aligned + strong evidence of collaboration across technical, data, and customer experience disciplines. ❖ Team qualifications/certifications are aligned to requirements 						25	

No	Evaluation Criteria	Rating					Weight %	Total
		1	2	3	4	5		
3	<p>TECHNICAL SOLUTION CAPABILITY & FUNCTIONAL FIT:</p> <p><i>Assesses the proposed chatbot's functionality, architecture, integrations, compliance, and ability to meet CIPC's operational and transactional requirements:</i></p> <ul style="list-style-type: none"> Core Requirements: <ul style="list-style-type: none"> Provides conversational, natural language automated responses Supports multi-channel deployment - with consistency across web and social media, specifically WhatsApp. Enables authenticated transactional interactions, e.g checking outstanding balances or compliance status, filing annual reports, etc. Offers escalation to human agents with full traceability and SLA monitoring. Integrates seamlessly with CIPC internal systems and APIs for real-time data access. Includes an AI-assisted knowledge base for chatbot and agent use. Solid AI/NLU capability and multi-channel coverage. Demonstrates sound security controls and POPIA compliance. Non- Core Requirements: <ul style="list-style-type: none"> Provides reporting and analytics dashboards to track service performance and customer satisfaction. clear documentation and APIs for future integration. Supports multi-channel deployment for consistency other social platforms. <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score =1: Below requirements</p> <ul style="list-style-type: none"> ❖ Proposal is generic, off-the-shelf, or unrelated to the required scope. ❖ The solution has less than 4 or core/ key functional requirements and atleast 1 non- core requirements <p>2. Score = 2: Does not/ or partially meet requirements</p> <ul style="list-style-type: none"> ❖ The solution has less than 5 core/ key functional requirements and atleast 1 non- core requirements or vice versa. <p>3. Score = 3: Meets all requirements</p> <ul style="list-style-type: none"> ❖ The solution has atleast 7 core/ key functional requirements and/& atleast 2 non- core requirements and/or extra functionalities. <p>4. Score =4: Fully meets requirements</p> <ul style="list-style-type: none"> ❖ The solution has atleast All core/ key functional requirements and atleast 3 non- core requirements &/ or 2 other extra functionalities. <p>5. Score = 5: Exceeds all requirements</p> <ul style="list-style-type: none"> ❖ The proposed solution fully meets and exceeds all functional, technical, and security requirements: ❖ The solution has atleast All core/ key functional requirements and atleast All non- core requirements plus 3 or more other extra functionalities. 						25	

No	Evaluation Criteria	Rating					Weight %	Total
		1	2	3	4	5		
4	<p><u>EVALUATION CRITERION: IMPLEMENTATION APPROACH & PROJECT MANAGEMENT:</u></p> <ul style="list-style-type: none"> Assesses the bidder's delivery methodology, project governance, resourcing, timelines, risk management, quality assurance, and approach to testing, rollout, and support:- <p><u>Ratings to be awarded as follows:</u></p> <p>1. Score = 1: The bidder fails to demonstrate any structured implementation approach or project management capability: _</p> <ul style="list-style-type: none"> No clear methodology, timeline, or deliverable plan. Timelines and deliverables are unclear or unrealistic. Limited indication of governance or accountability Project dependencies and resourcing not well addressed. <p>2. Score = 2: The plan addresses most project management aspects, but with limited depth or clarity: -</p> <ul style="list-style-type: none"> Milestones and timelines are included but may appear generic. Risk and QA measures are basic or incomplete. Limited evidence of structured governance or communication strategy. <p>3. Score =3: Meets all requirements:</p> <ul style="list-style-type: none"> Includes milestones and deliverables. Adequate project governance and resource allocation. Risk and quality management processes are well-defined Sufficient evidence of structured governance or communication strategy. <p>4. Score = 4: Fully meets requirements The plan covers all key aspects of implementation with clear methodology and achievable timelines:</p> <ul style="list-style-type: none"> Includes milestones and deliverables, adequate project governance and resource allocation. Risk and quality management processes are well-defined Demonstrates a proven, agile or hybrid project management approach with clear governance and communication structures. <p>5. Scoring = 5: Exceeds requirements- The implementation plan is comprehensive, realistic, and well-structured, clearly exceeding expectations.</p> <ul style="list-style-type: none"> Includes a detailed project plan with milestones, deliverables, and dependencies. Demonstrates a proven, agile or hybrid project management approach with clear governance and communication structures. Robust risk management, quality assurance, and testing plans are clearly defined. Demonstrates readiness for pilot rollout, change management, and post-deployment support. Shows strong understanding of CIPC's operating environment and interdependencies with existing systems. 						10	
5.	<p><u>SKILLS TRANSFER, SUSTAINABILITY & KNOWLEDGE MANAGEMENT</u></p> <ul style="list-style-type: none"> Skills transfer- ensuring CIPC's internal teams can fully operate and maintain the solution within the period of implementation. including training, documentation, and knowledge-sharing frameworks: <p><u>Ratings to be awarded as follows:</u></p> <p>1. Scoring of 1: Below requirements</p> <ul style="list-style-type: none"> The bidder fails to include any plan or commitment to skills transfer, training, or sustainability. No indication of documentation, knowledge management, or capacity building. Approach is fully vendor-dependent, undermining CIPC's self-sufficiency goals. <p>2. Scoring of 2: Does not meet requirements</p> <ul style="list-style-type: none"> The bidder provides minimal reference to skills transfer or knowledge sharing. No clear training or handover plan. Limited evidence of sustainability measures or CIPC capacity enablement. 						10	

No	Evaluation Criteria	Rating					Weight %	Total
		1	2	3	4	5		
	<ul style="list-style-type: none"> ❖ Relies heavily on continued vendor support without a defined exit or independence strategy. 							
3.	Scoring of 3: The bidder mentions skills transfer activities with some detail or structure. <ul style="list-style-type: none"> ❖ Training plan is high-level, lacking defined outcomes or evaluation metrics. ❖ Documentation approach is mentioned but not clearly outlined. ❖ Limited detail on sustainability or ongoing capacity building. 							
4.	Scoring of 4: Fully meets requirements: <ul style="list-style-type: none"> ❖ The bidder provides solid skills transfer and sustainability plan post implementation that covers key areas: training, documentation, support and maintenance. ❖ Includes timelines and responsible parties. ❖ Adequate measures for CIPC staff enablement and maintenance handover. ❖ Knowledge materials are clearly defined 							
5.	Scoring of 5: Exceeds requirements- <ul style="list-style-type: none"> ❖ The bidder presents a comprehensive, structured, and measurable skills transfer plan aligned with CIPC's one-year target. ❖ Includes clear training roadmap (technical and non-technical), mentorship, and certification opportunities for CIPC staff. ❖ Provides detailed knowledge management framework (documentation, SOPs, FAQs, maintenance guides ❖ Commits to co-development or shadowing to ensure true hands-on transfer. ❖ Plan includes post-project sustainability mechanisms, such as internal capability retention and refresher training. 							
	TOTAL						100	

Note:

1. 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.
2. **BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

15 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
Total points for Price and SPECIFIC GOALS	100

1. 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**
2. 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 <i>Important the CSD will be used as our primary verification documents</i>	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 <i>Important the CSD will be used as our primary verification documents</i>	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 <i>Important the CSD will be used as our primary verification documents</i>	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.

16 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.	<p><u>Applicable Currency:</u></p> <p>All prices shall be quoted in South African Rand.</p>
2.	<p><u>Completion of Pricing Schedule:</u></p> <p>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.</p>
3.	<p><u>Applicability of Quoted Prices:</u></p> <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 • Bidders to note that price validity is one hundred and twenty days (120) days • The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase
4.	<p><u>Total Bid Cost:</u></p> <p>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</p>
6.	<p><u>Bid Price Calculation:</u></p> <p>Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.</p>
8.	<p><u>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</u></p> <p>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</p>

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

Prospective bidders must submit a comprehensive proposal. The onus is upon the prospective bidders to take into account all costs for the duration and the price must be fixed for the duration of the contract.

1. All prices must be VAT inclusive and quoted in South African Rand (ZAR), with details on price elements that are subjected to escalation (statutory wage increase) and exchange rate fluctuations clearly indicated.
2. Pricing must be based on an estimated **two million (2,000,000)** customer interactions per month, inclusive of, but not limited to, the following:

- a. End-to-end chatbot configuration and implementation- deployment.
 - b. Full setup and enablement of the WhatsApp channel, including authentication and transactional capabilities.
 - c. Integration with CIPC systems and APIs, where required.
 - d. Ongoing maintenance and support, including bug fixes, upgrades, and performance optimisation;
 - e. Hosting, licensing, subscription, and usage costs (where applicable);
 - f. Security, compliance, and POPIA-related requirements.
 - g. Training, skills transfer, and documentation for CIPC staff; and
 - h. Any other costs necessary to deliver a fully functional, secure, and operational AI-powered chatbot solution.
 - i. Pricing must be all-inclusive, clearly broken down into:
 - i. Once-off implementation costs, and
 - ii. Recurring monthly or annual costs, where applicable.
 - iii. The estimated interaction volumes are provided for costing purposes only and may vary over time.
3. The terms of payment are Net 30 days after receipt of invoice and acceptance of work;
 4. The proposal must include supporting documents and the price schedule.

TABLE 2

No	PRICING	Once off fee	Year 1 (VAT Incl)	Year 2 (VAT Incl)	Year 3 (VAT incl)	TOTAL (Vat inclusive)
1	End-to-end chatbot configuration and implementation-deployment					
2	Full setup and enablement of the WhatsApp channel, including authentication and transactional capabilities					
3	Integration with CIPC systems and APIs, where required					
4	Ongoing maintenance and support, including bug fixes, upgrades, and performance optimization					
5	Hosting, licensing, subscription, and usage costs (where applicable).					
6	Security, compliance, and POPIA-related requirements.					
7	Training, skills transfer, and documentation for CIPC staff					
8	Support (On-site and remote) On-site support as and when requested during the maintenance period (200 hours per year; – Unlimited remote support. CIPC should not be charged extra for transport to CIPC offices. (where applicable)					
9	Any other costs necessary to deliver a fully functional, secure, and operational AI-powered chatbot solution.					
	TOTAL PRICE					

- Cost breakdown must be provided, covering all required aspects in this tender.

- Configuration of system, integration with CIPC systems, maintenance and support.
- On-site support as and when requested during the maintenance period (200 hours per year; – Unlimited remote support. **CIPC should not be charged extra for transport to CIPC offices.** (where applicable)
- Ability to upgrade/scale to allow for additional functionality and/or licences on pay-as-you-go basis. There should be an option to discontinue with a specific service without a lengthy waiting period if required.
- CIPC should not be charged extra for transport to CIPC offices during installation or maintenance and support, or for meetings.
- The following pricing table needs to be completed:

TABLE 3: INSERT TOTAL BID PRICE INCLUSIVE OF ALL TO BE CARRIED TO SBD 3.3 AND SBD FORM 1

TOTAL BID PRICE (CEILING PRICE) FOR THE DURATION OF 5 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 3 YEARS	

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

17 BRIEFING SESSION

PLEASE NOTE THAT THERE IS A **COMPULSORY** BRIEFING SESSION SCHEDULED FOR THIS.

<u>COMPULSORY</u>	BRIEFING SESSION
<u>DATE:</u>	19 JANUARY 2026
<u>TIME</u>	11:00 AM
<u>ONLINE</u>	VIA MS TEAM
<u>MEETING LINK - MS TEAMS</u>	Meeting ID: 387 414 468 715 04 Passcode: u7Wm2gW6
<u>HTTPS://TEAMS.MICROSOFT.COM/L/MEETUP-JOIN/19%3AMEETING_MMY1NZCXMTYTMDC3YS00YJBHLWI2ZDGTJY2ODQ1Y2VHMTLI%40THREAD.V2/0?CONTEXT=%7B%22TID%22%3A%2298FCF51F-86E0-475C-9429-B51CD8D1BF46%22%2C%22OID%22%3A%227A1642CD-A497-49EC-92B0-53F40836F5EA%22%7D</u>	
<u>MANDATORY ONLINE BRIEFING SESSION</u> DURING THIS SESSION A TECHNICAL PANEL OF THE CIPC WILL OUTLINE THE SCOPE OF THE PROJECT AND WILL ADDRESS QUESTIONS FROM PROSPECTIVE BIDDERS.	
<u>IMPORTANT NOTE TO BIDDERS: -</u>	<i>This is a compulsory briefing session, FAILURE TO ATTEND IMMEDIATELY DISQUALIFIES YOUR BID</i>

18 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

18.1 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

Ms.Thobile Jiyane – E-mail : TJiyane@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.*

18.2 DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 11 DECEMBER 2025

BIDS CLOSING TIME: 11: 00 AM

COMPULSORY BRIEFING SESSION: 19 JANUARY 2026 @11H00am

BIDS CLOSING DATE: 06 FEBRUARY 2026

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