Companies and Intellectual Property Commission
a member of the dtic group

TERMS OF REFERENCE

CIPC BID NUMBER: 05-2026-2027

DESCRIPTION:

INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS DATA MASKING SOLUTION FOR IMPLEMENTATION, MAINTENANCE AND SUPPORT

CONTRACT PERIOD: 3 YEARS

NB: Please note that all bidders will be subjected to the compulsory briefing

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (RFP)

1. 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.
2. 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.
3. 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.
4. The successful bidder must ensure that the information provided by CIPC duri ng the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
5. 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.
6. 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/her delegate.
7. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
8. CIPC's standard conditions of purchase shall apply.
9. Late and incomplete submissions will not be accepted.
10. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before RFP closing date.
11. 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 RFT. Certified copies of the Tax Clearance Certificate will not be acceptable.
12. No services must be rendered, or goods delivered before an official CIPC Purchase Order form has been received.
13. This RFT will be evaluated in terms of the **80/20** system as prescribed by the Preferential Procurement Regulations, 2001.
14. **If this bid contains functional evaluation criteria and cutoff points is not stated under the evaluation below, then the cutoff points will be 60 points**
15. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
16. As the commencement of this project is of critical importance, it is imperative that the services of the service provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
17. No advance payment would be made. CIPC will pay within the prescribed period as according to PFMA.
18. All price quoted must be inclusive of Value Added Tax (VAT)
19. All prices must be valid for 90 days.
20. The successful contractor must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
21. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Commissioner or his delegate.

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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. Prospective bidders are required to respond in chronological order to each element of the evaluation criteria in not more than four (4) pages per element, as eluded paragraph 6 (VI). You may include annexure, however for the purposes of the evaluation; focus would be on the four (4) page response to each element. Failing to comply with this condition will invalidate your proposal.
25. Travel between the consultants' home, place of work to the dti (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
26. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable in all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za).
27. **Fraud and Corruption:**

27.1 The Service Provider selected through this TOR must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC:

Defines, that for such purposes, the terms set forth will be as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
ii. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work
iv. " Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
v. Shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices.
vi. Shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

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

I have read and understood the conditions of this RFP.

I have supplied the required information, and the information submitted as part of this RFP 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

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 statutory registers indefinitely. Retain financial records for 7 (seven) years	
Incident Response		Establish breach detection and containment protocols, integrated into CIPC's overall Incident Response Plan	

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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
Windows Server OS	
1. Windows Servers	200
2. Informix DB	4
3. SQL Instances	21
4. Oracle DB	26
Linux Servers	
Linux	20
Virtualisation	
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:

1. **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.

2. **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.
3. **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.

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.

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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 underst and 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.

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.

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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.

4. Time frames

The contract period is 3 Years.

5. Pricing and Project Plan (per option, if applicable)

As per Attachment A – Price Proposal

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

6. Reporting

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

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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 republic of South Africa.

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.

NB: Please note that all bidders will be subjected to the compulsory briefing

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.

9. 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 consider all costs for the duration of the contract period and to CLEARLY indicate the price.

10. 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).

10.1 Evaluation Process (Phases)

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).
The evaluation will be completed in 3 phases:

- Phase 1: Compliance to minimum requirements and/or mandatory requirements
- Phase 2: Functional evaluation
- Phase 3: Pricing and Preferential Procurement policy.

NB: Please note that all bidders will be subjected to the compulsory briefing

Phase 1: Compliance to minimum requirements

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements (ex. Tax Clearance Certificates), ensuring all documents have been completed and that the specified documentation has been submitted in accordance with the bid requirements (Note: Subcontractors experience may not be used by bidders to meet minimum qualifications.)

All bidders that comply with the minimum requirements will advance to Phase 2.

Phase 2: Compliance to functional specifications

As per evaluation criteria below

Phase 3: Preferential Procurement Policy and Pricing

As per PPPFA below

Please Note: CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

Preferential Procurement Policy

The bidders that have successfully progressed through to Phase 2 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 in 2011.

10.2 PHASE 1: MANDATORY REQUIREMENTS

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

a) Bid offers must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink as per Standard Conditions of Tender.
b) Submission and completion of the Declaration of Interest.
c) Submission of an original and valid Tax Clearance Certificate.
d) Submission of the company's registration certificate from the Register of Companies (CIPC).
e) 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.
f) Full compliance with tables (Functional and Technical Requirements) in Section 3.3.

NB: Please note that all bidders will be subjected to the compulsory briefing

PHASE 2: EVALUATION CRITERIA

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	**Architecture & Integration** 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. Provide a solution architecture to illustrate how integration will occur, including the hosting environment. Include any industry-leading differentiating features the solution possesses that may provide value to the CIPC. Cross-reference: Technical Requirements – Compatibility & Scalability 1 = No integration; major re-engineering required. 2 = Limited integration; high complexity/cost. 3 = Fully integrates, minimal changes. 4 = Seamless integration; scalable. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outstanding narrative, powerfully showcasing superior capabilities, robust hosting, and innovative, highly valuable differentiating features.						30	
2.	**Security & Compliance Features** Compliance with POPIA requirements, including dynamic masking, encryption/tokenisation, role-based access, exception handling, and security controls, including monitoring. Cross-reference: Functional & Technical Requirements. 1 = Non-compliant; critical gaps. 2 = Partial compliance; major gaps. 3 = Fully compliant, meets security & compliance feature requirements. 4 = Fully compliant + advanced security features. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outsta nding narrative, powerfully showcasing superior capabilities, advanced security & compliance features, and innovative, highly valuable differentiating features embedding future AI and machine learning capabilities.						30	
3.	**Project Management Capability** 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. Cross-reference: 3.8, 3.9 & 3.10. 1 = No methodology; history of delays. 2 = Weak methodology, occasional overruns. 3 = Strong methodology; mostly on time. The Project Manager has a project management certification, such as Project Management Professional or equivalent.						20	

NB: Please note that all bidders will be subjected to the compulsory briefing

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
	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 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.							
4.	**Reference Letters & Testimonials** Quality and relevance of at least two client reference letters or testimonials confirming successful delivery, solution performance, and post-implementation support of data protection. 1 = None. 2 = Irrelevant references. 3 = All relevant & positive. 4 = All relevant & highly positive with measurable success. 5 = Exceeds expectations, providing an exceptionally thorough and insightful response. Outstanding narrative, powerfully showcasing SLA and proactive monitoring.						20	
	Total						**100**	

Notes

- 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.
- CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

NB: Please note that all bidders will be subjected to the compulsory briefing

PHASE 3: PPPFA AND PRICING

Preferential Procurement Policy

a) For 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) as indicated below:

b) Please Note that the CSD Report will be used as the primary evidence for allocation of scores.

#	Specific goals allocated points	Preference Points (80/20)	Required Evidence
1	***HDI, percentage of black ownership*** *100% black ownership* *= 10 points* *and based on percentage pro rata for black ownership less than 100%* *eg: 67% = 6.7 points*	10	CSD Registration **B-BBEE Certificate report** **CIPC Company Registration**
2	**Percentage of women ownership** **100% women ownership = 8 points** **and based on percentage pro rata for woman ownership less than 100%** **eg: 50% = 4.0 points**	8	CSD Registration **B-BBEE Certificate report** **CIPC Company Registration**
3	**Percentage of ownership persons with Disability** **100% ownership = 2 points** **and based on percentage pro rata for persons with disability ownership less than 100%** **eg: 50% = 1.0 points**	2	**Confirmation of Disability Form as per SARS (ITRDD Form)** **Medical Certificate**

NB: CIPC reserves the right to change the above preference points as and when required based on target requirements.

NB: Please note that all bidders will be subjected to the compulsory briefing

SPECIFIC GOALS:

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for the specific goals claimed and according to the CSD
- Points will be awarded to a bidder for each specific goal claimed in accordance with the table below:
- Failure to submit latest CSD report to substantiating the preference points claimed, such bidder shall score 0 points out of the allocated maximum points.

.

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

Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
Specific Goals	20
Total	**100**

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

11. SUBMISSION OF PROPOSALS

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

Proposals should be addressed to:

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

ENQUIRIES

A. Supply Chain Enquiries

Mr Solomon Motshweni
Contact No: 0877437103
E-mail: SMotshweni@cipc.co.za

NB: Please note that all bidders will be subjected to the compulsory briefing

Mr Rhulane Baloyi

Contact No:

E-mail: RBaloyi@cipc.co.za

B. Technical Enquiries

Mr Andile Stulo

Contact No: 0877437014

E-mail: astulo@cipc.co.za

Mr Solly Bopape

Contact No: 0877437042

E-mail: sbopape@cipc.co.za

TYPE OF BID	**OPEN TENDER**	
BID DESCRIPTION	**INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS DATA MASKING SOLUTION FOR IMPLEMENTATION, MAINTENANCE AND SUPPORT**	
BID NUMBER	**CIPC BID 05-2026-2027**	
NAME OF INSTITUTION	**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**	
THE PLACE WHERE GOODS WORKS OR SERVICES ARE REQUIRED	PRETORIA	
OPENING	**DATE: 15 JUNE 2026**	
CLOSING	**DATE: 14 JULY 2026**	**TIME: 11H00**
CONTACT DETAILS **NB:BIDDERS ARE REQUESTED TO SEND EMAILS FOR ALL TENDER RELATED QUERIES** **OFFICE HOURS: 08:00 – 15H00 (MONDAY TO FRIDAY)**	POSTAL ADDRESS	P.O. BOX 429, PRETORIA ,0001
	PHYSICAL ADDRESS	THE BID BOX IS SITUATED AT: **AT THE MAIN GATE ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTIC" CAMPUS, PRETORIA.**
	TEL	0877437105
	EMAIL	RBALOYI@CIPC.CO.ZA
	CONTACT PERSON	RHULANE BALOYI
BIDS CAN BE REQUESTED VIA EMAIL	CIPC WEBSITE UNDER TENDERS, www.cipc.co.za RBaloyi@CIPC.CO.ZA	
WHERE BIDS SHOULD BE DELIVERED	**THE BID BOX IS SITUATED AT: AT THE MAIN GATE ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTIC" CAMPUS, PRETORIA.**	
IMPORTANT TO NOTE: THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".	**NOTE: 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 AT MAIN GATE ON 77 MEINTJIES STREET**	
CATEGORY	Information and communication	
SECTOR	PUBLIC ENTITY	
REGION	NATIONAL	
COMPULSORY BRIEFING SESSION	**Microsoft Teams meeting** **Join:** **https://teams.microsoft.com/meet/344467452057168?p=NFKi3fu0WIMT5vQ2l2** **Meeting ID: 344 467 452 057 168** **Passcode: fk9PR76q**	
DATE:	**3rd July 2026 (11:00)**	

PLEASE NOTE: **THAT THE BID PROPOSAL MUST BE HAND DELIVERED TO CIPC OFFICES"CIPC BID BOX AT THE DTIC MAIN GATE". 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 service and non-delivery by courier services.**

BIDS ADVERTISEMENT FORM

TENDER DOCUMENTATION

1. **Bidders should ensure that bids are delivered in time to the correct address. Late proposals will not be accepted for consideration.**
2. All bids must be submitted on the official forms – (not to be re-typed)
3. Bidders should ensure that bids are delivered timeously to the correct address, bids submitted by telegram, Facsimile or other similar apparatus will not be accepted for consideration.
4. This bid is inter alia subject to the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
5. The following particulars must be furnished.

5.1 BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an **'X'**	
Individual Bidder	
Joint Venture	
Consortium	
With Sub Contractors	
Other	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Fax Number	
Postal Address	
Physical Address	

If Individual:	
Name of Bidder	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Mobile Number	
E-mail address	
Fax Number	
Postal Address	
Physical Address	

Companies and Intellectual Property Commission
a member of the dtic group

6. PLEASE SEE ATTACHED SBD (STANDARD BIDDING DOCUMENTS THAT NEED TO BE COMPLETED AND SUBMITTED) AND ATTACHMENTS

INDEX

NO	TABLE OF CONTENTS	SOURCE DOCUMENT	
1.	SBD 1: INVITATION TO BID	ANNEXURE A	PLACED IN PRICE ENVELOP WITH SBD3.3
2.	SBD 2: TAX CLEARANCE REQUIREMENTS	ANNEXURE B	BIDDERS TO SUBMIT TAX CLEARANCE PIN
3.	SBD 3.3: PRICING SCHEDULE	ANNEXURE C	MUST BE PRINTED AND PLACED IN A SEPARATE SEALED ENVELOP TOGETHER WITH SBD FORM 1(STATING TOTAL BID PRICE) AND PLACED IN A SEPARATE PRICE FOLDER IN THE USB
4.	SBD 4: DECLARATION OF INTEREST	ANNEXURE D	TO BE COMPLETED
5.	SBD 6.1: PREFERENCE POINTS CLAIM	ANNEXURE E	
	SBD 6: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	ANNEXURE EE	
6.	SDD 8: DECLARATION OF INTEREST	ANNEXURE F	
7.	SBD 9: CERTIFICATE IF INDEPENDENT BID	ANNEXURE G	
8.	GENERAL CONDITIONS OF CONTRACT		
10.	TERMS OF REFERENCE (SPECIFICATIONS	ANNEXURE "H"	DETAILS FOR SPECIFICATIONS (SEE ATTACHED ANNEXURE "H")

FAILURE TO COMPLETE AND ATTACH THE FOLLOWING SBD FORMS WILL DISQUALIFY A BID

7. CONFIDENTIAL INFORMATION DISCLOSURE NOTICE.

7.1 This document may contain confidential information that is the property of CIPC.

7.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from CIPC.

7.3 All copyrights and Intellectual Property herein vests with CIPC.

8. INTRODUCTION

8.1 **PURPOSE OF BID.**

8.1.1 The purpose of this RFB (request for bid) (is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions or services as detailed under Technical/solution specification or Terms of Reference.

8.2 **OBJECTIVES.**

8.2.1 Compliance with all relevant legislations and regulations.

8.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria CIPC intends to select a preferred bidder/s with the view of concluding a service a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 80/20 preferential points system.**

8.3 **ENQUIRIES**

8.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below under no circumstances may any other employee within CIPC be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. CIPC reserves the right to place responses to such queries on the website.

Mr R Baloyi	Telephone	**012 394-5344**
	E-mail	RBaloyi@cipc.co.za

9. DEFINITIONS

9.1 The Companies and Intellectual Property Commission [hereinafter referred to as "CIPC"] was in terms of the provisions of the Public Finance Management Act (PFMA), established as a trading entity on 4 March 2002. Its formulation brought together the South African Companies Registration Office (SACRO) and the South African Patents and Trademarks Office (SAPTO), both former directorates of **the dti.**

9.2 **CIPC**, a trading entity within the Department of Trade and Industry, exists to register businesses and intellectual property rights, maintain related registers and develop information for disclosure to stakeholders.

9.3 **"Acceptable Bid"-**means any bid, which, in all respects complies with the specifications and conditions of the Request for bid as set out in this document.

9.4 **"Acts" –** Means the Preferential Procurement Policy Framework Act. (Act No 5 of 2000).

9.5 ***"Agent" "*** – means a person mandated by another person ("the principal") to do business for and on behalf of or to represent in business transaction the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.

9.6 ***"Bid" "*** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.

9.7 ***"Bidders"*** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by CIPC to submit a bid in response to this bid invitation.

9.8 **"*Client"*** - means internal and external customers that participate in CIPC registration processes.

9.9 ***"Comparative Price"*** -- means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.

9.10 ***"Consortium"*** - means several entities joining forces as an umbrella entity to gain strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.

9.11 ***"Firm Price"*** -means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

9.12 ***"Goods"*** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to CIPRO or CIPC's delegate by the successful vendor in terms of this bid.

9.13 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

9.14 ***"Hosting Partners"*** - means companies who entered into an agreement with CIPC in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.

9.15 ***"Internal Collaboration"*** **-** means collaborative arrangements within a group of companies or within various strategic business. units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks

9.16 ***"Joint Ownership"*** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.

9.17 ***"Joint Venture" - (Project)*** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

9.18 ***"Licenses"*** - means conditional use of another party's intellectual property rights.

9.19 ***"Management"*** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

9.20 **"*Non-firm Price(s)***"- means all price(s) other than "firm" price(s).

9.21 **"*Organ of State" "*** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.

9.22 **"*Person(s)" -)"*** - refers to a natural and/or juristic person(s).

9.23 **"*Rand Value"*** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.

9.24 ***"Successful Vendor"*** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.

9.25 ***"Prime Vendor"*** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.

9.26 ***"Vendor Agent"*** **-** means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against CIPC or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of CIPC or an organ of state.

9.27 ***"SMME"*** **–** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

9.28 "***Service Partners"*** - means any successful vendor who is awarded the proposal or who entered into an agreement with CIPC and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.

9.29 **"*Support Partners"* –** means any successful vendor who entered into partnership agreement with CIPC and/or its clients for the provision of support services to a specific solution.

9.30 ***"Sub-Contracting"*** - means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

9.31 **"*Trust"* -** *means* the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

9.32 **"*Trustee"* -** *means* any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

9.33 "Contract" means the agreement that results from the acceptance of a bid by an organ of state.

9.34 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

10. ACRONYMS AND ABBREVIATIONS

I. The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
CPI	Consumer Price Index.
COTS	Commercial of the shelf system
DTI	Department of Trade and Industry
HDI	Historically Disadvantaged Individuals
EDMS	Electronic Document Management System
IS	Information Systems
ISO	International Standard Organization
IT	Information Technology
LAN	Local Area Network
NIA	National Intelligence Agency
OCR/ICR	Optical Character Recognition/Intellectual Character Recognition
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RSA	Republic of South Africa
SITA	State Information Technology Agency
SLA	Service Level Agreement
SW	Software
WAN	Wide Area Network
WF	Weighing factor

11. GENERAL RULES AND INSTRUCTIONS.

11.1 CONFIDENTIALITY.

11.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

11.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional

and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

11.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of CIPC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

11.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent CIPC's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, CIPC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

11.1.5 Any documentation, software or records relating to confidential information of CIPC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- Shall be deemed to form part of the confidential information of CIPC.
- Shall be deemed to be the property of CIPC.
- shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- Shall be surrendered to CIPC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

11.2 News and press releases.

11.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with CIPC.

11.3 Precedence of documents.

11.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

11.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Vendors shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that CIPC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by CIPC.

11.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of CIPC as to which of these stipulations are applicable and to what extent. Vendors are hereby acknowledging that the decision of CIPC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

11.4 PREFERENTIAL PROCUREMENT REFORM.

11.4.1 CIPC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, CIPC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc**.**

11.4.2 **CIPC will apply the principles of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022 to this proposal.**

11.1.1 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and sub - contractors, the preference certificate must be completed for each legal**.**

11.2 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME.

11.2.1 The Industrial Participation (IP) policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. This programme is intended to enable the DTI to negotiate obligation agreements, such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development collaboration, with service that have imported content. Clearance must be obtained from the DTI prior the award of any bid that has imported content in excess of R10 million (ten million rands).

11.3 LANGUAGE

11.6.1 Bids shall be submitted in **English**.

11.4 GENDER

11.7.1 Any word implying any gender shall be interpreted to imply all other genders**.**

11.5 HEADINGS

11.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

11.6 SECURITY CLEARANCES.

11.6.1 Employees and sub-contractors of the vendors *may* be required to be in possession of valid security clearances to the level determined by NIA and/or CIPC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

11.7 FORMAL CONTRACT

11.7.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between CIPC and the enterprise(s) to whom CIPC awards the bid in whole or in part.

11.7.2 a mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between CIPC and any vendor.

11.8 INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSAL.

11.8.1 **One (1) original hard copy and a USB, NO CDS in PDF marked with the bidder's name shall be submitted on the date of closure of the Bid.** **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMIDIATELY INVALIDATE THE PROPOSAL: PLEASE REFER TO TERMS OF REFERENCE ON PAGE 5 FOR FURTHER DETAILS.** ***NO CDS ALLOWED ONLY USB'S. NO PASSWORD PROTECTION ALLOWED.***

- The original copy **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.(**electronic signatures accepted**)
- Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be **sealed in an envelope.**

11.8.1.1 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

11.8.1.2 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope.

11.8.1.3 Bids must be deposited into CIPC's Bid Box on or before 03 December 2025 *not* later than 11h00am. THE BID BOX IS SITUATED AT: AT MAIN GATE ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA. "

11.8.1.4 The physical size of the envelope must be limited to Depth = **750mm x Width = 380mm x Height = 140mm** as the bid box aperture cannot accommodate larger sizes.

11.8.1.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.

11.8.1.6 **Bids received after the time stipulated will not be considered.**

11.8.1.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement will result in your proposal being treated as a "late proposal" and will not be entertained. Such proposal will be returned to the respective vendors.

11.8.1.8 No proposal shall be accepted by CIPC if submitted in any manner other than as **prescribed above**

12. RESPONSE FORMAT

12.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so will result in rejecting vendor's response. No referrals may be made to comment. Failure to comply will result in the bidder being penalized

12.2.1. MANDATORY DOCUMENTS.

12.2.1.1 Valid tax clearance PIN, If a Consortium or Joint Venture. Tax Clearance PIN must be submitted for each member.

1.2.2.1.2 **Proof of registration with National Treasury Supplier Database must be attached upon submission of the document**.

12.2.2 **Executive Summary**

12.2.2.1 The executive summary must cover the following:

- The Bidder needs to indicate to us that he is responding as a **Prime contractor, joint venture, consortium or partnership and list the parties concerned**
- Bidder needs to inform us that as the executive committee of the company we have duly designated the following employee name and surname to act on our behalf for the consortium, joint venture, partnership or Prime contractor.
- The Bidder markets themselves by informing us that they have done similar work for other companies and must provide us with contact details as references.
- The Bidder gives us a short summary or clarification of their response.

12.2.3 **BIDDER PROFILE**

- Individual company/joint venture/consortium shareholders certificate(s)
- Credentials of the company/consortium members etc
- Structure of the company/ consortium members etc.
- **Legal agreement between Partners, subcontractors, joint venture or consortium. In case of joint venture include *Memorandum of Understanding* governing the partnership. Whereas in the consortium, partners must submit resolutions and documentation substantiating the latter**.

12.2 BIDDER BACKGROUND INFORMATION MATERIALS:

12.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

12.3.2 Standards – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.

12.3. Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

12.3.4 Corporate Financial Status - Audited financial statements from the most recent financial year, and the preceding two financial years:

12.3.4.1 Indicate the percentage of total annual revenue that the proposed service generated for the most recent and the preceding two financial years.

12.4. LIST OF PERSONNEL

12.4.1 List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform the tasks or functions to be assigned (include CV's).

12.4.2 Identify key personnel, by employer (include Sub-Contractor(s)), and provide contact information.

13. SPECIAL CONDITIONS/ REQUIREMENTS

- Travel between the prospective contractors place of work to **the dti** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- 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).
- No advance payment would be made. Payment would be made in terms of the agreement signed between CIPC and the service provider. Invoices shall be entertained in terms of the PFMA and therefore paid within (30) days on receipt of an invoice
- The price quoted by the services must include Value Added Tax (VAT**) in South African Rand:** ***Failing to comply with the condition will invalidate the prospective bidder's bid.***
- 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. Failing to comply with the condition will invalidate the prospective bidder's bid.
- CIPC will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.
- The successful bidder and its Shareholders and Members, may be subjected to a security screening conducted by the NIA (National Intelligence Agency).
- The employees of the successful bidder, directly involved in the project, may also be subjected to a formal security clearance process. In the event of the employee not being security competent the company shall be requested to immediately replace the employee with a security competent person. In addition, all persons directly involved in the project shall be required to sign a "declaration of secrecy".
- The successful Bidder will be required to enter into a Service Level Agreement with CIPC, within One (1) month after receiving official confirmation of being awarded the Bid.
- The Bidder shall bear all costs and expenses associated with preparation and submission of its tender, and the corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.
- The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)/ SERVICE LEVEL AGREEMENT

14. REASONS FOR DISQUALIFICATION

14.1 **CIPC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder.**

14.1.2 Bidders who do not submit a Tax Clearance PIN on the closing date and time of the bid;

14.1.3 Bidders who **submitted incomplete information and documentation according to the requirements of this RFB;**

14.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.

14.1.5 Bidders who received information not available to other vendors through fraudulent means; and/or

14.1.6 **Bidders who do not comply with *mandatory requirements* as stipulated in this RFB**.

14.1.7 Bidders who have been blacklisted as per the National treasury database

14.2 There will be **NO PUBLIC OPENING** of the Bids received; however, the list of bids received may be published on the CIPC website. There will be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of CIPC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means will not be considered.

14.3 **NO BIDS FROM ANY BIDDER WILL BE ACCEPTED IF SENT VIA THE INTERNET OR E-MAIL.**

14.4 All questions in respect of this proposal must be addressed by emailed to: RBaloyi@cipc.co.za

BID PREPARATION

15. 1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the equipment and/or services offered etc. shall be neatly bound as part of the schedule concerned.

15.2 All responses with regard to questions posed in the bid documents shall be answered in accordance with the prescribed **RFB Response Format.**

15.3 **ORAL PRESSENTATION AND BRIEFING SESSIONS**

15.3.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to CIPC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CIPC will schedule the time and location of these presentations. Oral presentations are an option of CIPC and may or may not be conducted.

15.3.2 All questions after the compulsory information/briefing session must be sent per e-mail to rbaloyi@cipc.co.za

15.3.3 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform CIPC not later than three (3) working days after the briefing session or seven (7) working days.

BIDDERS ARE REQUIRED TO RESPOND TO THESE CONDITIONS: *FAILURE TO RESPOND WILL DISQUALIFY THE PROPOSAL*

GENERAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and are required to explicitly state either "**Comply/Accept (with a√)" or "Do not comply/Do not accept (with an X)"** regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

The laws of the Republic of South Africa shall govern this RFB and any agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.	**Accept**	**Do not accept**
CIPC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	**Accept**	**Do not accept**
CIPC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two **(2) days** after the request has been made, otherwise the proposal may be disqualified.	**Accept**	**Do not accept**
In the case of consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	**Accept**	**Do not accept**
CIPC reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	**Accept**	**Do not accept**
Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	**Accept**	**Do not accept**
By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	**Accept**	**Do not accept**
Where applicable, CIPC reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	**Accept**	**Do not accept**
CIPC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	**Accept**	**Do not accept**
The bidder should not qualify the proposal with own conditions. **Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified.	**Accept**	**Do not accept**
	Accept	**Do not accept**

Should the bidder withdraw the proposal before the proposal validity period expires, CIPC reserves the right to recover any additional expense incurred by CIPC having to accept any less favorable proposal or the additional expenditure incurred by CIPC in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.		
Delivery of and acceptance of correspondence between CIPC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	**Accept**	**Do not accept**
Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. CIPC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that CIPC reserves the right to award the same proposal to next best bidders as it deems fit.	**Accept**	**Do not accept**
In the case of a consortium or JV each of the authorized enterprise's members and/or partners of the different enterprises must co-sign this document.	**Accept**	**Do not accept**
Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by CIPC authorized signatory and added to this RFB as an addendum.	**Accept**	**Do not accept**
Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	**Accept**	**Do not accept**
<u>Bidders who make use of sub-contractors.</u> The proposal will however be awarded to the bidder as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between CIPC and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	**Accept**	**Do not accept**
No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract.	**Accept**	**Do not accept**
Evaluation of Bids will be performed by an evaluation panel established by CIPC.	**Accept**	**Do not accept**

Bids will be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for a combination of functionality and price is 80, and the maximum number of preference points that may be claimed for claim points for specific goals (as per PPPFA)		
CIPC will not be held liable for any expenses incurred by bidders, in preparing and submitting the proposal.	**Accept**	**Do not accept**
If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	**Accept**	**Do not accept**
The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract.	**Accept**	**Do not accept**
All bidders' who are tertiary institutions or public companies cannot claim preferential points as per preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022	**Accept**	**Do not accept**
All bidders' who do not sign the declaration forms will not be considered for preference points.	**Accept**	**Do not accept**
In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks.	**Accept**	**Do not accept**
CIPC will not respond to any enquiries seventy-two (72) hours before the closing date of the bid	**Accept**	**Do not accept**
Should the bidder change any wording or phrase in this document, the bid will be evaluated as though no change has been effected and the original wording or phrasing will be used.	**Accept**	**Do not accept**
Should the evaluation of this bid not be completed within the validity period of the bid, CIPC has discretion to extend the validity period.	**Accept**	**Do not accept**
Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required timeframes and in writing on whether or not s/he agrees to hold his/her original bid responses valid under the same terms and conditions for a further period.	**Accept**	**Do not accept**
CIPC will not make any upfront/deposit payments to a successful service provider. Payments will only be made in accordance to the deliverables that will be agreed upon by the both parties.	**Accept**	**Do not accept**
Respondents may not alter the wording of any criterion/question posed in this document. During the evaluation, it shall be assumed that all criteria/questions are worded as they were in the original document and the answers shall be evaluated on this basis	**Accept**	**Do not accept**

FAILURE TO RESPOND TO THE ABOVE WILL DISQUALIFY THE PROPOSAL

ANNEXURE "A"

SBD 1 *"Must be completed"*

NB: PLEASE PRINT SBD FORM 1: INVITATION TO BID AND INCLUDE IN PRICE ENVELOP)

Companies and Intellectual Property Commission
a member of the dtic group

PART
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC))					
BID NUMBER:	CIPC BID NUMBER: 05-2026-2027	CLOSING DATE	14 JULY 2026	CLOSING TIME:	11:00am
DESCRIPTION	INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR ENTERPRISE DATA MANAGEMENT AND GOVERNANCE SOLUTION AND SUPPORT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

THE BID BOX IS SITUATED AT: AT THE AT MAIN GATE ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
COMPULSORY: BIDDERS *MUST* SUBMIT	TAX CLEARANCE CERTIFICATE PIN (TCS PIN):			
CSD *SUPPLIER No:*				
COMPULSORY INFORMATION: CSD *UNIQUE REFERENCE* No-(with36 digits) Please complete				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO CLAIM POINTS FOR SPECIFIC GOALS]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	……	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			
TOTAL BID PRICE (ALL INCLUSIVE) INSERT TOTAL PRICE			**NB: Please print this page (SBD FORM 1) and include in SEALED PRICE ENVELOP)** **Failure to comply with this requirement will invalidate the bid**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CIPC	CONTACT PERSON	Sello Ndhlovu
CONTACT PERSON	Rbaloyi@cipc.co.za	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	0877437105	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	sndhlovu@cipc.co.za
E-MAIL ADDRESS	RBaloyi@cipc.co.za	Please send all your queries via email	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENCE POINT SYSTEM CONTEMPLATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT 5 OF 2000) AS AMENDED TOGETHER WITH PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

IF YES ENCLOSE PROOF

SIGNATURE OF BIDDER ……..

DATE ……

CAPACITY UNDER WHICH THIS BID IS

……..SIGNED……

ANNEXURE "B"

SBD 2

TAX CLEARANCE REQUIREMENTS **(NB: BIDDERS TO SUBMIT TAX CLEARANCE PIN)**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. **1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate/Pin" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.**

2. **2 SARS will then furnish the bidder with a Tax Clearance pin that will be valid for a period of 1 (one) year from the date of approval.**

3. **The copy of Tax Clearance Certificate must be submitted together with the bid and Tax Clearance PIN.**

4. **In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance pin.**

5. **Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.**

6. **Applications for the Tax Clearance Certificates/PIN may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.**

ANNEXURE "C"

SBD 3.3

(TO BE PLACED IN A SEPARATE SEALED ENVELOP: "MARKED WITH THE BIDDER'S NAME")

Companies and Intellectual Property Commission
a member of the dtic group

PRICING SCHEDULE

PLEASE NOTE FAILURE TO COMPLETE SBD3.3 AND SBD FORM 1 INVITATION TO BIDS WILL IMMIDIATELY DISQUALIFY THE BID

CIPC BID NUMBER: ……

BIDDER'S NAME: ……

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

Please Insert Total Bid Price below

TOTAL BID AMOUNT:R .....(CEILING AMOUNT) VAT INCLUSIVE

PLEASE INSERT THE DURATION OF THE CONTRACT BELOW

DURATION OF THE CONTRACT .....

(NB: The Total Bid Amount will be used for the evaluation of bids and must be inclusive of all costs for the duration of the contract)
Bidders to provided price breakdown below as well as attaching their price breakdown on the Bidder's Company Letterhead
Bidders to ensure that all expenses relate to this bid have been included to the Ceiling Amount

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------		R----------
----------		R----------
----------		R----------
----------		R----------
----------		R----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	days
----------	R----------	days
----------	R----------	days
----------	R----------	days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	....	……	R……
----------	....	……	R……
----------	....	……	R……
----------		……	R……

TOTAL: R..... ....

********NB: PRICES TO BE QUOTED IN SOUTH AFRICAN RAND**

5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	……..	R……
----------	.....	……..	R……..
----------	.....	……..	R……..
----------	.....	……..	R……..

TOTAL: R……

********NOTE TO BIDDERS:*** **To Attach a detailed price breakdown in bidder's company letterhead. The price breakdown *must be included in the price envelop* as well as placed in the folder for price in the USB (*Create a separate folder for Price proposal).***
This will ensure that all items are included

6. Period required for commencement with project after acceptance of bid

……

7. Estimated man-days for completion of project

……

8. **Are the rates quoted firm for the full period of contract?**

……

9. **If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index**.

……

……

……

……

********NOTE TO BIDDERS*** **TO SPECIFY IF PRICE IS DEPENDENT ON RATE OF EXCHANGE (ROE), ENSURE THAT ALL RELEVANT DETAILS ARE PROVIDED. BIDDERS TO ENSURE QUOTED AMOUNT IS IN SOUTH AFRICAN RANDS INCLUSIVE OF ALL COSTS. PRICE CLEARLY STATED IF IT IS FIRM / NOT FIRM WITH APPLICABLE REASONS FOR THE DURATION OF THE CONTRACT.**

Any enquiries regarding bidding procedures may be directed to the –RBaloyi@cipc.co.za

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding bidding procedures may be directed to the

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC): SUPPLY CHAIN INFORMATION

MR R BALOYI: RBaloyi@cipc.co.za **OR Mr. Solomon Motshweni:** **SMotshweni@CIPC.co.za**

Annexure "D"

SBD 4

Companies and Intellectual Property Commission
a member of the dtic group

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/he r position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……

2.4 Company Registration Number: ……

Tax Reference Number: ……

2.5 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1] **"State" means –**

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……

Name of state institution at which you or the person connected to the bidder is employed : …….

Position occupied in the state institution: ……

Any other particulars: ……

……

……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……

……

……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

……..

……..

……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

……...

……..…

……

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars**.**

……

……

……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……

……

……

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. **……**

Signature **Date**

…… **……**

Position **Name of bidder**

May 2011

ANNEXURE "E"

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

1.2 Bids with a Rand value below R50 million (all applicable taxes included) will be evaluated in accordance with the 80/20 preference points system

- the 80/20 system for requirements with a **Rand value below R50 million (all applicable taxes included)** and
- the 90/10 system for requirements with **Rand value above R50 million (all applicable taxes included)**

1.3 The value of this bid is estimated to exceed/not exceed Rand value below R50 million (all applicable taxes included and therefore the 80/20 system shall be applicable.

1.4 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific contract participation goals,

1.4.1 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 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.

1.6 The purchaser reserves the right to require either of a bidder, 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.

2. GENERAL DEFINITIONS

i. **Contract**" means the agreement that results from the acceptance of a bid by an organ of state.

ii. **"Specific contract participation goals**" means the goals as stipulated in the Preferential Procurement Regulations 2001.

iii. **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

iv. **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

v. **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

vi. "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

vii. "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

viii. "Person" includes reference to a juristic person.

ix. **"Historically Disadvantaged Individual (HDI)"** means a South African citizen

a. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or
b. who is a female; and/or
c. who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1 The bidder obtaining the highest number of points will be awarded the contract.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration
Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

POINTS AWARDED FOR SPECIFIC GOALS

1. 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:

2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
   (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
   (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of :			
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*	• B-BBEE Certificate • CSD Registration report • CIPC Company Registration	**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*	• B-BBEE Certificate • CSD Registration report • CIPC Company Registration	**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*	• Confirmation of Disability Form as per SARS (ITRDD Form) • Medical Certificate	**2**	

Important: ***Important***: ***Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. B-BBEE Certificate 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.***

REFER TO THE TERMS OF REFERENCE (ANNEXURE "H")

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	**Percentage owned**	**Points claimed**
8.1	Equity ownership **by persons who** had no franchise in the national elections	%	……
8.2	Equity ownership **by women**	%	…… ……
8.3	Equity ownership **by disabled persons***	%	……

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

……

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm : ……

9.2 VAT registration number : ……

9.3 Company registration number :…… :

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…… ……

……

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

Companies and Intellectual Property Commission
a member of the dtic group

i. The information furnished is true and correct.
ii. The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
iii. In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
iv. If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

a.recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

b.cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

c. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

……
SIGNATURE(S) OF BIDDER(S

SURNAME AND NAME:……..
DATE:……..
ADDRESS……
……
……

WITNESSES

1. ……..

2. ……..

ANNEXURE "EE"

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub -contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

NB: The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUEBY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……(full names),

do hereby declare, in my capacity as …… ……..

of……. (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

ANNEXURE "F"

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. **……..**

Signature **Date**

…… **……..**

Position **Name of Bidder**

ANNEXURE "G"

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids[1] invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Continuation:- **SBD 9**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:_____

Description_____

_____

in response to the invitation for the bid made by:_____

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Continuation:- SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    a. prices;
    b. geographical area where product or service will be rendered (market allocation)
    c. methods, factors or formulas used to calculate prices;
    d. the intention or decision to submit or not to submit, a bid;
    e. the submission of a bid which does not meet the specifications and conditions of the bid; or
    f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Continuation:-SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… **……**

Signature **Date**

…… **……**

Position **Name of Bidder**

ATTACHMENT: **SEE ANNEXURE "H"**

Companies and Intellectual Property Commission
a member of the dtic group

"PLEASE REFER TO THE ATTACHED ANNEXURE "H"

FOR

TERMS OF REFERENCE ("TOR"): CIPC BID NUMBER: 05-2026-2027

DESCRIPTION: **INVITATION TO SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR ENTERPRISE DATA MANAGEMENT AND GOVERNANCE SOLUTION AND SUPPORT**

PLEASE REFER TO THE TERMS OF REFERENCE ("TOR" ANNEXURE "H") FOR GUIDELINE ON THE SUBMISSION OF DOCUMENTS FOR THE BID AND NOTE THE DISQUALIFICATION STATED

BIDS CLOSING DATE: 14 JULY 2026

PLEASE NOTE: **BID MUST BE DELIVERED TO CIPC OFFICES ON OR BEFORE THE CLOSING DATE AT THE MAIN GATE ON 77 MEINTJIES STREET- THE DTIC BUILDING (THE BOX IS MARKED "CIPC BID BOX")**