TERMS OF REFERENCE

CIPC BID NUMBER: CIPC BID 07 2026 2027

DESCRIPTION: APPOINTMENT OF XBRL TAXONOMY DEVELOPMENT, MAINTENANCE AND TRAINING SERVICE PROVIDER

CONTRACT PERIOD: 2 YEARS

1. 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 must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
3. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
4. 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.
5. 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.
6. 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.
7. CIPC's standard conditions of purchase shall apply.
8. Late and incomplete submissions will not be accepted.
9. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before RFP closing date.
10. 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.
11. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
12. This RFT will be evaluated in terms of the **80/20** system as prescribed by the Preferential Procurement Regulations, 2001.
13. **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**
14. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
15. 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.
16. No advance payment would be made. CIPC will pay within the prescribed period according to PFMA.
17. All price quoted must be inclusive of Value Added Tax (VAT)
18. All prices must be valid for 90 days.
19. The successful contractor must always comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
20. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.
21. The service provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.

22. CIPC will enter into Service Level Agreement with the successful service provider.
23. 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.
24. 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.
25. 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).
26. Fraud and Corruption:

    26.1 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

2. Purpose

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

- Provision of the services of an expert in taxonomy updates in line with published applicable changes;
- Consolidating the taxonomy applicable to CIPC;
- Gain approval and publish taxonomy for service providers' consumption.

- **Main Aims of Taxonomy Update:**
  Updated taxonomy to be used by the software service providers for tagging solutions and rendering of XBRL/iXBRL instance documents;
- Remain up to date with the changing environment of financial reporting and sustainability reporting;
- Adherence to the digital representation of accounting standards and sustainability disclosure standards.

3. Background

In compliance with the Companies Act 71 of 2008 (as amended), 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.

Requirement/s

CIPC is currently receiving taxonomy development, maintenance, and training services from a service provider. This contract is set to expire and requires renewal for a new contract period of **2 (two) years**.

- The service provider will be required to support and maintain the existing taxonomy, ensuring that it is updated in line with applicable changes and updates from **IASB (IFRS), ISSB**, **GRI (subject to market demand and/or policy reccommendations), GRAP**, the **Chart of Accounts**, and the **Companies Act**.
- The service must include training and skills transfer to internal CIPC resources (1-5 staff) to ensure they are capable of independently maintaining the taxonomy in future.
- Provide onsite and virtual support during the period of the contract, including training workshops, troubleshooting, etc.
- The service provider must consolidate all taxonomy updates applicable to CIPC and assist in gaining internal approval and publishing the final version for use by software service providers.

- Ongoing support must be provided during the contract period to ensure continued alignment with financial reporting standards and to address any arising technical issues.

PLEASE NOTE: CIPC reserves the right to procure only selected services based on the solution proposed, e.g. CIPC may elect to acquire the installation and implementation from one supplier, and the ongoing support from another.

4. **Scope of Work**

The scope of work for the appointed service provider will be to:

- Provide services of one or more experts to CIPC for taxonomy maintenance and update on an as-and-when-required basis (e.g. when changes may be required to GRAP/IFRS or when bugs may be identified) – Ad-hoc support and maintenance.
- Regular review of the changes applicable to the taxonomy developed (e.g. IFRS updates published by IASB including IFRS releases foreseen for 2026 and 2027)
- Maintain and expand the ESG taxonomy (ISSB's IFRS S1 and IFRS S2) already incorporated into the 2024 CIPC Base Taxonomy, including the GRI taxonomy, as part of the ongoing initiative to support sustainability and climate-related reporting.
- Source approval for the revised taxonomy (with XBRL International); Apply approved changes to the taxonomy in line with international financial reporting standards, Financial Reporting Standards Council updates, and Companies Act developments (formal project planning and execution with defined deliverables and timelines);
- Maintenance will be required on the current taxonomy of the CIPC as published on the CIPC website (www.cipc.co.za).
- Training of 1–5 internal CIPC resources to the level of independent future taxonomy development and maintenance, which must include the provisioning of a tool for taxonomy development and maintenance.
- Provide onsite and virtual support during the period of the contract, including training workshops, troubleshooting, etc.

5. **Time frames**

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

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)

6. **Pricing and Project Plan**

ATTENTION BIDDER: (PLEASE REFER TO ANNEXURE "A" AND ENSURE THAT IT IS COMPLETED AS PER THE REQUIREMENTS).

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

Item	Description of Element
1.	Provision of the services of an expert in taxonomy update in line with the applicable changes
2.	Consolidate the taxonomy applicable to CIPC and apply approved changes for the taxonomy in line with the International Financial Reporting Standards (IFRS), GRAP (General Recognized Accounting Practice), requirements of Cooperatives, Chart of Accounts, and the Companies Act. Maintain and expand the ESG taxonomy (ISSB's IFRS S1 and IFRS S2) already incorporated into the 2024 CIPC Base Taxonomy, as well as GRI, as part of the ongoing initiative to support sustainability and climate-related reporting.
3.	Gain approval (from XBRL International) and publish taxonomy for consumption by software service providers

4.	• Provide a tool for taxonomy maintenance and training to 1-5 CIPC resources that will include full skills transfer of taxonomy development/maintenance to enable the CIPC to maintain its taxonomy independently in future. This includes … the provision of onsite and virtual support during the period of the contract, including training workshops, troubleshooting, etc.
	TOTAL

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

7. Reporting

The contracted bidder's account manager will report to the Head of Corporate Compliance and Disclosure Regulation or his delegate.

Project plans will be required for major updates (e.g. new release of IFRS taxonomy). Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA, for example;

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

8. WORKING CONDITIONS

8.1 Equipment

N/A

8.2 Proprietary rights

The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the resource belong to CIPC.

- The final product of all work done by the resource, shall at the end of service period, be handed over to CIPC.
- The resource may not copy documents and/or information of the relevant systems for any other purpose than CIPC-specific use.

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, trade marks or other protected rights on any software or related data used by the resources.

8.4 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.

- The resource must at all times follow the security measures and obey the rules as set by the organization.

8.5 Quality

The Senior Manager: will subject the quality and standard of service rendered by resources to quality control.
Should CIPC, through the Senior Manager: Information Assurance and Information Security, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide another resource. The service provider will carry the cost related to these changes.

8.6 Knowledge Transfer

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

8.7 Termination

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

8.8 Contract Duration

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

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 take into account 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.

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.

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 a valid and compliant BBBEE certificate or exemption certificate

d) Submission of an original and valid Tax Clearance Certificate.

e) Submission of the company's registration certificate from the Register of Companies (CIPC).

f) 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.

g) In the case where a partnership, joint venture, consortium, or where subcontractors will be utilized, bidders must submit the applicable legal agreements and supporting documentation as follows:

- Partnership: A signed legal agreement governing the partnership.
- Joint Venture: A signed Joint Venture agreement and/or Memorandum of Understanding, governing the relationship between the parties.
- Consortium: Signed resolutions and supporting documentation from all consortium members authorizing participation in the bid and confirming the consortium arrangement.
- Subcontracting: Where a bidder intends to subcontract any portion of the services, details of the subcontracting arrangement and a signed agreement between the parties must be submitted.
    - The bidder must clearly disclose:
    - The name of the subcontractor(s);
    - The scope of work to be subcontracted;
    - The percentage (%) of the contract to be subcontracted; and
    - The estimated Rand value (ZAR) of the portion of the contract to be subcontracted.
- The total value of work subcontracted may not exceed twenty-five percent (25%) of the total contract value. Bidders proposing to subcontract more than 25% of the contract value shall be disqualified from further evaluation.
- Failure to submit the applicable agreements and supporting documentation referred to above, where applicable, will result in the bid being deemed non-responsive and not considered for further evaluation

10.3 PHASE 2: EVALUATION CRITERIA

No	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	**Technical Expertise** Demonstrated expertise with taxonomy development and updates in line with the IFRS and other financial reporting standards (e.g. development and addition of required extensions, requirements analysis, functional and technical specifications). Submit an: abridged company profile outlining your taxonomy updates expertise (e.g. mentioning of clients worked for, taxonomies implemented or updated and outcome of projects), outlining of ability for conduct regular reviews of changes applicable to taxonomies developed (e.g. annual updates of the IFRS taxonomy released by the International Accounting Standards Board [IASB] and International Sustainability Standards Board [ISSB]). outlining of experience with source approval for new or revised taxonomies (e.g. with XBRL International) outlining of ability to apply approved changes for the CIPC taxonomy in line with the international financial reporting standards (e.g. IFRS by IASB and GRAP by South African Accounting Standards Board), Financial Reporting Standards Council (FRSC) and Companies Act developments (including successful gap analysis to determine differences between the current CIPC taxonomy and new releases of IFRS and/or GRAP, project planning and execution). Maintain and expand ESG taxonomy (ISSB's IFRS S1 and IFRS S2 already incorporated into the 2024 CIPC Base Taxonomy, **as well as GRI;** as part of the ongoing initiative to support sustainability and climate-related reporting) ***Ratings to be awarded as follows*** . **Score = 1:** No demonstration of technical expertise (could not provide details on any of the required submissions) . **Score = 2:** Insufficient details provided/ information not fully compliant (could only provide details on some of the required submissions) . **Score = 3:** Sufficient demonstration covering the above requirement. (could provide details on all of the required submissions for at least one client) . **Score = 4:** Detailed relevant demonstration indicating experience with additional relevant information on subject. (could provide details on all of the required submissions for multiple clients) . **Score = 5:** Detailed relevant demonstration indicating experience with additional relevant information on subject with examples of work done. (could provide details on all of the required submissions for multiple clients including the specific accounting standardsused by the CIPC namely IFRS and GRAP)						25	

2.	**Training Plan** • Provide details on training to be provided to CIPC resource(s) and tool for future independent maintenance and development of taxonomies by the CIPC. The training plan should incorporate the following elements: • Provisioning of a taxonomy development tool (software) mentioning platform requirements for CIPC to utilize the tool from within CIPC environment, as well as potential licensing requirements for continuous future use, upgrades, and support. • Training of 1 – 5 CIPC resource(s) on technical aspects of taxonomies in general as well as specific training on how to utilize the tool. Breakdown of training content / deliverables. Time estimation required for training and support, both onsite and virtual (e.g. number of hours required for general taxonomy aspects and number of hours required for utilizing the tool) *Ratings to be awarded as follows* . **Score = 1:** No training plan provided . **Score = 2**:Insufficient details provided/ information not fully compliant Only some of the required elements included in the plan) . **Score = 3**: Training details provided according to the requirement. (all required elements mentioned in plan without exact details) . **Score = 4**:Detailed training and development information with training plan (all required elements covered with exact breakdown of details) **Score = 5**:Detailed training and development information with training plan with samples/ materials (all required elements covered with exact breakdown of details including relevant training documentation and / or proof of similar training done for other clients)							25	
3	**Company Competency Testimonials** Provide at least one (1) or more letters/testimonials from references or organizations that you have delivered this type of service to in the past 5 years. The reference should be for similar services *Ratings to be awarded as follows* Score = 1: No letter or Very poor testimonial provided or content not relevant Score = 2: Not satisfactory performance, content not relevant or not meeting all requirements of this bid Score = 3: Satisfactory performance based on minimum requirements or expectations from clients Score = 4: Slightly better performance than minimum requirements or expectations from client							25	

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

Note:

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

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.

10.4 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.

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.

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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 dti** campus, Block F.

Proposals should be addressed to:
Manager (Supply Chain Management)
Companies and Intellectual Property Registration Office
Block F, **the dti** Campus, 77 Meintjies Street,
Sunnyside
PRETORIA

ENQUIRIES

A. Supply Chain Enquiries

Mr Rhulane Baloyi OR Mr Solomon Motshweni

Contact No:

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

B. Technical Enquiries

Mr Joey Mathekga

E-mail: Jmathekga@cipc.co.za

Or

Mr Cuma Zwane

E-mail : czwane@cipc.co.za