



TERMS OF REFERENCE

CIPC BID NUMBER: 06/2026/2027

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER TO
IMPLEMENT AND MAINTAIN/SUPPORT A CLOUD-
BASED QUEUE MANAGEMENT SYSTEM FOR SELF
SERVICE CENTRES**

CONTRACT PERIOD: 3 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. The successful bidder, which includes active company directors, contracted and subcontracted service providers and resources assigned to the project, will undergo a security screening process conducted by State Security Agency (SSA). The appointment is contingent upon the positive results of this security screening process. If any serious negative information arises during this process, the CIPC reserves the right to request the bidder to remedy the situation within a specified period, and if not possible, the CIPC reserves the right to withdraw the award.
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 or 90/10** system as prescribed by the Preferential Procurement Regulations, 2001.
- 14. If this bid contains functional evaluation criteria and cutoff points are 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 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 unauthorized person or institution without the written consent of the Commissioner or his delegate.
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 dtic (CIPC) and 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. Occupational Health and Safety Obligations

The CIPC is committed to ensuring a safe environment in all its events, therefore the protection towards the health and safety of all personnel and prevention of injuries or losses is imposed duly on the awarded service provider. The CIPC service provider(s) are compelled to comply with the duties prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended and any other legislated obligations. Mandataries/ service providers shall ensure that their personnel and/or subcontractors adhere to the provisions of all applicable health & safety legislation inclusive of CIPC OHS requirements and directives. The awarded service provider is required to provide the necessary and/or obligated health and safety requirements to CIPC when requested.

The necessary and/or obligated Occupational Health and Safety requirements include:

- i. Bidding Companies valid COIDA Letter of Good Standing, or a licensed compensation insurer.
- ii. The Acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements.

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

- i. The Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement.
- ii. Other Health & Safety requirements compliance specific to the scope of the awarded service provider and all subcontractors

28. 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 whether 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, for awarding the contract, if 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. **Introduction**

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

3. **Purpose**

The purpose of this document is to outline the terms of reference (TOR) for the invitation of service providers to submit proposals towards provisioning and maintenance/support of a cloud-based **Queue Management System** at all branch offices.

4. **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 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.

CIPC branch offices or **Self-Service Centers (SSCs)** provide walk-in, digital kiosks for rapid company registration, annual returns, and director changes, with main branches in Pretoria, Johannesburg, Cape Town, Durban and potential new kiosks that are planned for Western Cape, Johannesburg and Pretoria. The SSC's operate Monday–Thursday (08h00–15h30) and Fridays (09h00–15h30), requiring SA ID and biometric verification for all transactions.

5. **Requirements**

CIPC requires a cloud-based **Queue Management System (QMS)** that organizes, track, and optimizes the flow of people waiting for service at all the physical Self Service Centres (SSCs) of the CIPC at the locations mentioned above. The system needs to cater for:

1. **Check-in:** The customer joins the queue via walk-in.
2. **Waiting:** The system tracks their position, estimated wait time, and sends updates.
3. **Service:** When it is their turn, the customer is notified and directed to the right counter.

The core system must run on the cloud (mandatory to be hosted within the borders of South Africa) but with local interfaces at all SSCs where customers check in on a touchscreen terminal / digital kiosk. The system assigns a number, prints a ticket with the number and displays the number on overhead screen(s).

Must-Have Features

- Physical printed tickets— To be provided to every customer at check-in with a distinguishable ticket number with date/time stamp;
- Allow customers to select one or more services when ticket is printed from customizable list;
- Real-time queue dashboard — See who's waiting, how long they've waited, and manage the queue from any device;
- Wait time estimates — Set expectations so customers aren't guessing. System should give the option to display downtime and update estimated wait time;
- Basic analytics — Average wait times, peak hours, no-show rates. Ability to report on statistics like number of visitors for any period (e.g. per day or month) per branch, number of transactions per category;

all staff members should have the option to sign in on their profile for individual record purposes (ability to link tickets to assisting employees);

- Multi-location support — Manage queues across multiple branches in different geographical locations;
- Staff management — Assign staff to service points, track performance;
- Custom branding — CIPC logo, colors, and messaging on the customer-facing interface;
- API access — The system should have an API for potential future custom integrations with CIPC existing tech stack;
- Advanced analytics — Forecasting and trend analysis;
- Additional displays - The system should allow additional displays of other material not related to queueing (e.g. ads, and information notices) managed centrally by a CIPC administrator; System should allow for promotional videos, webinars, etc. Any how-to informational material.
- System – Details on system security controls including backup and recovery;
- Admin role – The system should allow for an admin role per branch for queue management (e.g. allocation / re-allocation and closure of tickets);
- Allow CIPC staff to capture free text comments and select services provided from customizable lists.

Hardware Requirements

The following hardware must be provided, installed and maintained:

- One (1) Self-services digital kiosks per location (consider provisioning of power from location source excluding providing of UPSs)
- 1 Overhead screen per location (40 inch) – consider hardware for mounting screens (ceiling or wall);
- Audio systems per location;
- Two (2) mobile devices (rugged tablets – 12.5 inch) per location with access to the system for staff / administrator.

Please Note: CIPC will require the above-mentioned hardware for 4 definite locations, but during the contract period the number of locations may increase to up to 9. Therefore, quotations on hardware must make provision for 9 locations, but CIPC will only buy additional hardware on a pay-as-use basis – meaning only whenever (and if) a new location is established at any time during the contract period. All price quotations must consider that additional hardware (for more than 4 locations) may be procured at

any time during the contract period without increasing the total ceiling amount of the contract as at the time of award.

Support, Maintenance and Training

- Once implemented, the service provider must be able to support and maintain the system as well as hardware at all locations for the contract period.
- Support turnaround times should be 4 hours or less;
- Sufficient training must be provided for all staff at all branches for effective use of the system.

6. Bill of materials

Please refer to “Pricing...” paragraph.

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.

7. Scope of Work

- Provisioning of cloud-based software and 60 system users (on pay-as-use model, meaning CIPC may not eventually implement for the full number of 60 users), where applicable (bidder to clarify solutions and license allocation), installation and configuration to run at all branch offices (SSCs) catering for all features listed above in “Requirements” paragraph.
- Provisioning and installation of relevant hardware at all branches as listed in “Requirements” paragraph.
- Provide sufficient training to all staff of all branches.
- Maintenance and support of the system as well as hardware for the full contract period.

8. Time frames

The service providers should indicate through a project plan with milestones and deliverables how they will design/configure, implement and support the solution and hardware over a 3-Year period.

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

Costing must be broken down as follows:

Itemized Billing	Year 1 (Incl VAT)	Year 2 (Incl VAT)	Year 3 (Incl VAT)

Licenses for up to 60 users to run across all locations			
Once-off software installation / configuration		N/A	N/A
Breakdown of hardware components per location (up to X9) listing individual costs per component • Digital kiosks • Display screens • Audio equipment • Mobile devices			
150 hours for system maintenance and support per year (remote or onsite – where applicable)			
150 hours for maintenance and support for hardware/equipment per year (remote or onsite – where applicable)			
Training of staff at all branches – once-off and thereafter ad hoc should new staff be employed (up to 60)		N/A	N/A
TOTALS:			

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

10. Reporting

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

11. WORKING CONDITIONS

- Installation and support of hardware must be performed at the relevant physical locations.
- Software support may be done remotely.
- Training must be provided at the relevant physical locations.

11.1 Equipment

See "Hardware Requirements".

11.2 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.

11.3 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, which 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.

11.4 Occupational Health and Safety

- CIPC is committed to ensure a safe work environment, imposing protection towards the health and safety of all personnel and preventing workplace injuries or losses. Mandataries/ service providers are employers, with duties prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended and other legislative obligations. Mandataries/ service providers shall strictly adhere to and ensure that their personnel adhere to the provisions of the OHS Act 85 of 1993 inclusive of required OHS obligations (CIPC OHS requirements and all other applicable legislation).
- The service provider shall ensure that all reasonable precautions are taken to maintain the health and safety of persons in execution of the service. The service provider shall undertake not to do, or not to allow anything to be done, which will contravene any of the provisions of the Occupational health and safety act, regulations and other related obligations.

11.5 Quality

- The relevant senior or divisional manager will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the relevant senior or divisional manager 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.

12. 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.

13. 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).

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

EVALUATION CRITERIA					Rating					Weight %	Total
					1	2	3	4	5		
Technical Expertise of Service Provider Demonstrated expertise in delivery of queue management solutions. Demonstrated project management experience as well as ability to perform maintenance, support, training and relevant equipment/hardware. Note: Technical expertise will be evaluated based on the quality of the project plan and maintenance, support and training plan (see paragraph on price schedule).										25	
Score = 1	Score = 2	Score = 3	Score = 4	Score = 5							
No project plan and no maintenance, support and training plan	Only one project plan or maintenance and support plan and training plan provided	A basic project plan as well as basic maintenance and support and training plan provided	Detailed project plan and detailed maintenance and support and training plan provided.	Detailed project plan as well as taking cognizance of additional aspects of project management . A detailed maintenance and support and training plan including additional aspects of change management							

				to a new system.								
Company Competency Testimonials												
Provide a minimum of three (3) signed letters on official company letterheads from contactable references (companies / jurisdictions / regulators that you have delivered this type of service to in the past 36 months: the letters should cover the following (elaborating where possible): Was the service provided satisfactory? Was the service provided in line with the Service provider’s proposal and within budget? Did the Service provider deliver accurately and on time? Would the company make use of the service provider’s services again?											15	
Score = 1	Score = 2	Score = 3	Score = 4	Score = 5								
No letters or very poor testimonial provided	Less than satisfactory but not outright poor	Satisfactory based on minimum requirements or expectations from clients	Slightly better performance than minimum requirements or expectations from client	Excellent performance far beyond minimum requirements or expectations from client								
Resource Competency CVs												
Provide CVs of the people who will be working on the project, clearly setting out their respective roles with relevant queue management experience and project management. The CVs must clearly indicate the experience and success in similar projects and scoring will be based on the average experience of the team as a whole.											10	

Score = 1	Score = 2	Score = 3	Score = 4	Score = 5							
Relevant Experience less than or equal to 2 years.	Relevant Experience greater than 2 years, but not more than 3 years.	Relevant Experience greater than 3 years, but not more than 6 years.	Relevant Experience greater than 6 years, but not more than 8 years.	Relevant Experience greater than 8 years.							
Solution Functionality (Features) Provide a features list (with detailed elaboration as far as possible) on the features listed under paragraph on requirements of this document incorporating the 3 essential elements mentioned (check-in, waiting, service). Scoring 1: Not running on cloud and/or not providing equipment/hardware and/or catering for less than 8 features. Scoring of 2: Running on cloud and sufficient explanation of at least 8 features including provisioning of hardware/equipment. Scoring of 3: Running on cloud and sufficient explanation of at least 10 features including provisioning of hardware/equipment. Scoring of 4: Running on cloud and sufficient explanation of at least 12 features including provisioning of hardware/equipment. Scoring of 5: Running on cloud and sufficient explanation of all features including provisioning of hardware/equipment.										50	
Total										100	

14. 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: 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.

NB: Please refer to the “Requirements” paragraph for minimum requirements.

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

Phase 2: 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 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.

14.1 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).

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.

14.2 PHASE 2: 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 <i>100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points</i>	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%. e.g.: 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.

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.

15 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

NOTE: BRIEFING SESSION

PLEASE NOTE THAT THERE IS A BRIEFING SESSION SCHEDULED FOR THIS. BIDDERS WHO DID NOT AT-TEND THE BRIEFING SESSION WILL NOT BE ALLOWED TO BID

<u>COMPULSORY</u> BRIEFING SESSION/SITE VISIT	DATE: 18 August 2026 TIME: 11H00 AM VENUE: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/325571056975926?p=RfaWcnc8yS2TBfObeB Meeting ID: 325 571 056 975 926 Passcode: HY3Md6Em
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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
E-mail: smotshweni@cipc.co.za

B. Technical Enquiries

Mr Ofentse Hadebi
E-mail: ohabedi@cipc.co.za