

# ANNEXURE “H”



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## TERMS OF REFERENCE (“TOR”)

**CIPC BID NUMBER:** 03-2026-2027

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

**CONTRACT PERIOD:** Three (3) YEARS

**BID CLOSING DATE:** 06 JULY 2026

**COMPULSORY BRIEFING SESSION:** N/A

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

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

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

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered, or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTIC (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 14. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 15. All prices must be quoted in South African Rand**
- 16. All prices must be valid for 120 days**
17. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
18. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
19. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.

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

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

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

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

- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
26. The successful bidder, which includes active company directors and resources assigned/deployed to the project, will undergo a security screening process. The appointment is contingent upon the positive results of this security screening. **If any serious negative information arises during this process, the CIPC reserves the right to request the bidder to remedy the situation within a specified period, and/or if not possible, the CIPC may withdraw the award.**
27. Occupational Health and Safety Obligations
- i. CIPC is committed to ensure a safe work environment, imposing protection towards the health and safety of all personnel and preventing workplace injuries or losses. Mandataries/ service providers are employers, with duties prescribed in the Occupational Health and Safety Act No. 85 of 1993 as amended and other legislative obligations. Mandataries/ service providers shall strictly adhere to and ensure that their personnel adhere to the provisions of the OHS Act 85 of 1993 inclusive of required OHS obligations (CIPC OHS requirements and all other applicable legislation). The awarded service provider is required to provide assurance by submitting the necessary and/or obligated Occupational Health and Safety requirements to CIPC.
- ii. The necessary and/or obligated Occupational Health and Safety requirements include:
- Bidding Companies valid COIDA Letter of Good Standing, or a licensed compensation insurer.
  - Bidding Companies signed Health; Safety & Environmental Policy Signed by Bidder's CEO OHS Act Section 16(1).
  - The Acceptance of Occupational Health and Safety Legislative Obligations and Other Requirements.
- Upon Award, the following OHS Obligations shall be applicable but are not limited to:
- The Occupational Health and Safety Act 85 of 1993 Section 37(2) Agreement
  - Other Occupational Health & Safety requirements (OHS file) compliance specific to the scope.

## 2. COMPLUSORY BID REQUIREMENTS: N/A

### INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

#### SUBMISSION OF ORIGINAL HARD COPY

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal), this is for record keeping purposes and the USB Only will be used for bids evaluation.**
- b) The bid document must be marked with the bidder's name
- c) The bid documents **must be signed** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

## SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) **Important:** The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.
- i) The USB must contain the **exact** documents/ information submitted in the original copy which is only for record keeping
- j) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are **no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders**
- k) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- l) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- m) All pages must be signed, numbered and initial as per the original copy
- n) The USB must be submitted in **PDF format ONLY and must be read ONLY, NO Passwords Protection**
- o) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- p) Bidders to ensure that USB 's are not password protected
- q) **IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- r) **BIDDER'S WITH USB'S NOT OPENING OR PASSWORD PROTECTED WILL BE DISQUALIFIED**

**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

### **3. SUBMISSION OF PRICE PROPOSAL**

- a) Prospective bidders must submit a printed hard copy of the price proposal in a separate **SEALED** envelope. It is important to separate price from the technical proposal as price is evaluated at the last phase of the evaluation.
- b) The price envelop must be marked with the bidder's name
- c) **Bidders to complete pricing schedule SBD 3.3 (Annexure "C")- REFER TO ATTACHED SBD FORMS**
- d) **The total price (ceiling price) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids). AND COMPLIANCE TO "ANNEXURE I" PAGE 42 to47**
- e) The total bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). **Failure to comply with this requirement will disqualify the bid.**
- g) **All prices must be valid for 120 days**



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**PLEASE NOTE THAT IT IS COMPULSORY THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

1. 1 (ONE) ORIGINAL / HARD COPY PRINTED
2. 1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION
3. ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)
  - ❖ PRICE SCHEDULE – SBD.33: PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE
  - ❖ ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE PAGE 14
  - ❖ SBD1 - INVITATION TO BIDS
  - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDER'S LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

**Note: The following annexures are included in this TOR**

1. Annexure "I": Pricing Schedule – refer to guidelines for submission
2. Annexure "J": Security and Privacy Maturity Questionnaire
3. Annexure "K": Functional & Technical Requirements

**NB: Bidders must also refer to page 26 of 61 of the Terms of reference under Mandatory Requirements**

**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

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

**I have read and understood the conditions of this tender.**

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....  
**Signature**

.....  
**Date**

**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

## 1. **PURPOSE**

The Companies and Intellectual Property Commission (CIPC), Business Intelligence Systems Group (BISG) Department, invites qualified bidders for the implementation of an Enterprise Data Management and Governance (EDMG) solution, including ongoing maintenance and support services, to continue our journey towards a data-driven organization, where all departments and partnerships realize the true potential of data. The Commission has identified two key outputs of this project:

- Configuration and implementation of a hybrid EDMG solution, strategically combining commercial off-the-shelf (COTS) software components with cloud-based capabilities, to effectively manage and govern data assets throughout their lifecycle, including discovery/catalog, data lineage, automated data quality profile and assessments / Master Data Management, and data governance workflow and framework support.
- Ongoing support services to ensure that the solution remains secure, integrated with required systems and applications, up-to-date, and optimized to continue to support the CIPC's needs.

## 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 primary objectives of this EDMG project are to enhance data quality, improve data accessibility, ensure regulatory compliance, and foster a data-driven culture across the organization.



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### 3. SCOPE OF WORK

#### 3.1 Background and Current State Overview

CIPCs rely on data for informed decision making and delivering services to their internal and external customers. In recent years, data analytics and technology innovations have expanded, and new sources and formats of data are required to meet customer demands. The successful launch of the CIPC's online platforms in the last 10 years created the need for data integration are recent examples of the CIPC's data-driven focus and reinforce the need to adopt a formal approach to managing and governing data. CIPC provides a wide array of information and services to citizens, businesses, and partners through 36 internal, yet independent departments. Each department interacts with various systems and applications (hosted) to serve internal and external customers. As a result, the CIPC has a diverse set of structured and unstructured data assets that are consumed by internal, external, and public users.

Technologies associated with CIPC data assets include but are not limited to the following:

- database management systems (e.g. Informix, Oracle & SQL Server).
- procedural and scripting code (e.g. SQL, PLSQL).
- BI/reporting environments (e.g., Power BI, SAP Business Objects (Crystal Reports)).
- cloud environments (e.g., Azure API Management, Data Lakehouse etc.).
- applications (e.g., Eservices, K2, Bizportal Portal, Customer Care and Billing, SAGE 300 People, ETC).

#### A. Internal Data

The Business Intelligence Systems Group (BISG) Enterprise Information Management Division has responsibility for the database management of hosted applications. While not exhaustive, BISG manages Informix database containing thousands of tables with 8 million +, 7 Oracle databases with over 280 schemas, SQL Server Cluster databases containing thousands of tables and 1+ million data fields or elements. Additionally, BISG Enterprise Information management unit manages Companies Information and Intellectual Property (i.e. Trademarks, Copyright, Patents and Designs) Systems databases and applications hosted on the on-premises IPOnline, eServices, BizPortal, Annual Returns, BO Disclosure & K2 Online and other internal system, these respective systems are associated with over 24,000 objects (18.6K, 2.5K and 3.4K) in our production environment alone. Test and staging environments each contain larger volumes due to development work. Within the CIPC, there is a diversity of data practices used within and across departments. Within departments, data owners and data stewards have been identified and subject-matter-experts participate in the development of applications to support program objectives. There are a number-of data related standards, security policies, and Administrative Regulations (AR) that have been developed. Additional tools, automated programs, and standards guidance will be essential to improve the goal of data democracy across the CIPC. There is a continuous effort through projects, user group meetings, training, and discussions to inform departments about standards and promote their adoption. The Data team has developed a strong process to document business requirements, develop technical requirements, create the information products, and document support plans. A few automated reporting programs have been configured to

enable monitoring at the infrastructure and application levels. Finally, BISG manages enterprise business intelligence and data integration for the organization. The tools within this framework enable staging from a wide array of sources (flat files, DBMS, APIs, etc.) and enrichment to an enterprise data warehouse for downstream use in reports and dashboards for presentation to a variety of users. While limited metadata capture is performed as part of initial Business Intelligence project documentation, the results are not centralized and easily searchable. Further, any changes to the data assets after the dashboard is delivered are not captured. Collectively, these systems are associated with over 10,000 data assets (tables and objects) in our production environment alone. Test and staging environments each contain larger volumes due to development work.

## **B. External Data**

Agencies and partners external to the CIPC provide interfaces directly to both hosted applications and ingestion into a data integration process such as to the enterprise data warehouse for reporting. Currently there is no centralized inventory of these external data assets nor is the data lineage, sensitivity, or quality known. As a result, there is little visibility into these assets and inability to perform impact and risk analysis when issues arise such as unexpected values, timing, or structural changes.

## **C. Public Data**

CIPC is in the process to implement a modernized open data portal to give data users an easy way to find and interact with CIPC datasets. The portal will host over 124 datasets and is growing. The BISG Enterprise information Management (EIM) team also manages a data disclosure portal for companies, cooperatives and intellectual property data and applications where public access to and data is available through BizPortal, IPOnline & eServices portal. The CIPC currently is in the process to build a data Lakehouse to effectively manages its datasets through a unified platform.

## **D. Challenges**

Currently the CIPC does not have an EDMG solution in place. The lack of an enterprise data management and governance solution has led to difficulty knowing what data the CIPC has, the nature/sensitivity of the data, the data quality, how it's being used, who is using it, why it's needed, and whether it is trustworthy for reporting and other uses. Requests for new analytics initiatives are often challenging in the early stages of data discovery given there is no ability to search for data assets matching business criteria. A large amount of time goes into identifying and vetting potential data sources before any data integration work can begin.

## **3.2 Project Objectives**

The primary objectives of this EDMG project are to enhance data quality, improve data accessibility, ensure regulatory compliance, and foster a data-driven culture across the organization. The output of this project includes two key components:

- a. Installation, configuration, testing, and implementation of a new EDMG solution: the delivered solution must meet or exceed the functionality described in the CIPC’s “Future State Vision” and meet the required CIPC Core Use Cases (CCUC) below.
- b. Provide support services: Ongoing support services are required to ensure that the EDMG solution continues to stay secure, current, and meets or exceeds the ever- increasing needs of the CIPC’s audience.

### 3.3 Future State Vision

The CIPC is seeking an EDMG solution that will provide an enabling framework to manage and protect our data assets to bring high-quality, trusted, secure, and discoverable data to authorized users, to promote responsible and ethical use and to empower decision makers with complete and reliable information. The delivered EDMG data catalog component must support:

#### A. Functionality/Capability

##### 1. Data Discovery /Catalog

A core required function of the future EDMG solution is a data catalog component that automatically finds, harvests, catalogs, and curates all the CIPC’s data asset metadata into an enterprise metadata catalog for ease of search. The delivered component must deliver the following:

- a. Provides unlimited metadata ingestion through plug-n-play connectors, extensions, open API, and SDK framework along with a suite of file import templates.
- b. Provides insights into data uses such as reporting and/or metrics.
- c. Provides customizable dashboard views.
- d. Provides drill downs into key data catalog attributes such as sensitive data, top data sources, data lineage and operational elements.
- e. Provides the currency of data or date when it was last updated/modified.
- f. Provides ability to store and display data owners per data asset.
- g. Provides a display of CIPC users with access to the data assets and the last date of access.
- h. Provides impact assessment for data changes (type, length, name, etc).
- i. Provides ability to flag data fit for public release.
- j. Provides a semantic layer.
- k. Provides ability to flag reference/master data codes enterprise wide and by business domains.
- l. Provides data certification tags/management.
- m. Provides auto detection of sensitive data (PII, PHI and PCI) and recommend actions, risk ratings, and enables data elements to be manually classified or flagged as sensitive.
- n. Provides data insights by leveraging machine learning (ML), artificial intelligence (AI), and natural language processing (NLP).

## **2. Data lineage**

The EDMG solution shall support the native generation of data lineage for any data asset field / column from the source system all the way to the final target regardless of the target technology (database table, application, dashboard, etc.). The delivered EDMG data lineage component must support:

- a. Provides interactive and drillable lineage diagram that provides optics at the component and object levels for risk and impact assessments for changes.
- b. Provides Intuitive search capability for each data element (column).
- c. Provides depiction and diagram data lineage from source to reporting layers, including all transformations in an easy-to-understand interface for both the business and technical perspectives.
- d. Provides easy-to-understand pre-built views/reports of all potential upstream or downstream impacts of a change at a column, table or report level.

## **3. Automated Data Quality Profile and Assessments / Master Data Management**

To streamline data curation, the CIPC requires a scalable EDMG solution scheduler to automatically profile and assess data quality of all data assets (dataset, table and/or field level) based on configurable rules. The delivered component must support:

- a. Provides data profiling and data assessments with details and metrics alongside metadata details for easy visibility and understanding.
- b. Provides auto generation of suggested data quality rules and assessment algorithms. This functionality is needed as an input into future data prioritization and governance workflows such as certifying data for public and/or internal use.
- c. Provides ability to cleanse, match, link, identify, and reconcile master data in different data sources to create and maintain the "golden record".
- d. Stores and distributes reference data created externally. Examples of reference data: county, currency, codes, regions, etc.
- e. Manages different types of master data (person, product, etc.) inside the same platform.
- f. Creates and maintains hierarchical constructs/models used by the business to aggregate information for reporting and analytics.
- g. Manages relationships across entity instances within the same entity class, as well as across entity classes.
- h. Identifies records in a dataset that refer to the same entity across different data sources.
- i. Resolves duplicate representation of the same entity instance based on a set of defined attribute/rules and assign unique identifier for each instance.
- j. Enables data stewards to monitor data quality and recommend and track remediation actions.



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#### 4. **Data Governance Workflow and Framework Support**

To support the CIPC's data governance framework and practices, the future EDMG solution must support:

- a. Provides enrichment of the data catalog with a business glossary (definition of data assets in business terms), creation, configuration and attachment of relevant policies, standards, regulations, and other data governance rules
- b. Finds and classifies sensitive data (Personally Identifiable Information (PII), Protection of Personal Information Act (POPIA), and Payment Card Industry Data Security Standard (PCI), among others). Leveraging AI and ML to speed deployment.
- c. Audits and monitors data assets in real-time, for data governance compliance through rules-based configuration. Pre-built data governance audit/compliance risk-reduction workflows that highlight the distribution of data are highly desired.
- d. Automates data security monitoring of sensitive data showing usage and permissions heatmaps to identify data and systems that are at risk of security exposure. Enable the configuration of alerts to data owners based on risk criteria.
- e. Enables automated workflows to capture issues/needs, actions, and resolution at the data asset level to streamline data governance tasks such as data access or sharing requests, open data release, compliance audits, and policy changes.
- f. Tracks data access and changes.
- g. Automates version management and change control. Version all metadata and related mappings and provide change comparison reports to support audits and impact analysis.
- h. Classifies generative AI and ML data outputs and manage related model inputs and outputs.
- i. Provides auto-glossary suggestions to reduce manual work of linking glossary terms to each data table.
- j. Provides ability to collaborate with stakeholders involved in governance activities using embedded integration with collaboration tools to make metadata accessible in native workflows and tools.

#### 3.4 **Weekly Status Report Requirements**

1. **Develop and agree on a weekly status report format. The status report must be provided using a quad sheet format presentation, which, at a minimum, includes the following:**

- Task progress tracking against milestones.
- Billing Status
- Issues and concerns and a health monitor associated with the Scope of Work timeline and budget.
- Meeting agendas and minutes will be taken and provided.
- Status reports can be shared using a shared site, SharePoint, or emailed to the CIPCs project manager.

#### 3.5 **Staffing Requirements**

- A. 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 enterprise data management solutions and prior implementation experience on projects similar in scope. Please provide resumes for all project staff.
2. The Contractor will be expected to participate in day-to-day activities remotely unless otherwise requested by the CIPC.
  - 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.
1. Assume full responsibility for the successful implementation of the new EDMG 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.
2. Experience completing at least 2, similar size projects that demonstrate their expertise, experience, and ability to deliver upon the minimum deliverable requirements specified for each phase in this scope of work.
3. 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 or equivalent.
1. 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.
2. Any EDMG Project-related meetings and time commitments shall occur during normal working hours (30am-5pm) 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.

### 3.6 General Technology Requirements

- a. **Data Connectivity and Integration:** The EDMG 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 EDMG solution must ensure data security through encryption, access controls, and audit logging to meet regulatory and organizational compliance standards.
- d. **Metadata Management and Cataloging:** The solution must automatically catalog and manage metadata across connected data sources, supporting organization-wide discoverability and governance.



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- e. **Data Quality Management and Monitoring:** The solution must automatically assess, profile, and score data quality, alerting stakeholders to issues that fall below defined thresholds.
- f. **Workflow:** The solution must support configurable workflows that automate data validation, governance, and approval processes for improved data governance.
- g. **Master Data Management:** The EDMG solution must provide tools for managing and synchronizing master data to ensure consistency across all data domains.
- h. **Service Level Requirements:** The solution must meet agreed service level objectives, including availability, response time, and support responsiveness, to maintain uninterrupted operations.
- i. **Reporting and Analytics:** The solution must offer robust reporting and analytics capabilities, enabling users to generate insights and track data management metrics.
- j. **Configurability:** The EDMG solution must allow configuration to meet organizational needs without requiring extensive custom development.

### 3.7 Functional Requirements

The CIPC has developed a comprehensive spreadsheet of functional requirements, provided as Annexure C - Functional/Technical Requirements. This document encompasses system requirements aligned to the business capability model defined in section 3.1 Background and Current State Overview. Furthermore, Annexure C - Functional/Technical Requirements provides an itemized list of detailed functional requirements for the EDMG solution. The CIPC has identified each requirement as a core feature. In totality, the EDMG's system functional requirements include:

- A. **Data Discovery / Catalog:** Automated metadata extraction from diverse sources (RDBMS, procedural code, servers, BI environments, cloud, and spatial apps).
- B. **Data Lineage:** Full data lineage tracing from source to target (e.g., Oracle, Informix, SQL).
- C. **Data Quality / MDM:** Automatic data quality profiling and scoring, with support for spatial and non-spatial databases and MDM classification.
- D. **Data Governance Workflow:** Automated governance workflows for data validation, glossary generation, sensitive data detection, and open data designation.

### 3.8 Implementation Service Requirements

The EDMG 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 management environment, gather detailed requirements, and develop foundational documentation for the EDMG 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 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 EDMG solution, ensuring that it is adaptable to the CIPC's existing infrastructure and scalable for future growth.



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## 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 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

- High-level architecture and system design documents
  - A blueprint that defines how the EDMG 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 customized 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, security, and operational requirements, ensuring a robust and scalable EDMG platform.

### **Contractor Responsibilities:**

- Solution configuration in accordance with the CIPC's technical and functional requirements
- Data migration plan and execution strategy for integrating legacy data systems
- Installation and setup of EDMG solution components (e.g., data catalog, metadata management, data quality management, and MDM modules)
- 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 such as data catalogs, metadata management, data quality management, and data governance framework (observability)
- **Data Migration**
  - A thorough migration plan to ensure all legacy data systems are correctly integrated with the new solution. data mapping, cleansing, and validation will be critical steps in ensuring data integrity.
  - CIPC Core Use Cases (CCUC)

- Full integration of the CIPC's core use cases within the platform, ensuring that workflows, automation, and data processing protocols align with operational objectives.
- 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 product is functioning as expected.

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

1. Objective: The Contractor must conduct testing phase to ensure that the implemented solution is functional, secure, and aligned with both business 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 time 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, prioritize, and resolve issues identified during testing. All defects must be documented, categorized (e.g., critical, major, minor), and addressed in a timely manner.
- High-priority defects must be escalated and resolved prior to moving to the Go-Live phase.

#### **Deliverables**

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

1. Provide a testing overview and educational session for CIPC test participants.
2. Identify and develop test scenarios for each use case.
3. Define and create a feedback submission process.
4. Present test findings to CIPC stakeholders to prioritize 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.



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- Security and Compliance Audits: Formal validation ensuring that the EDMG 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 EDMG 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 organizational model.
3. Provide a method/channel CIPC personnel to access up to date documentation related to all software updates, upgrades, and new feature releases.
4. Provide training to the CIPC's project team, departmental users (data liaisons), and other identified stakeholders to understand any changes to their current workflows and how to request support services from the support provider.

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

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

## **G. Maintenance**

1. Provide technical support services after go-live, to ensure that the EDMG solution continues to function as intended, remains stable and secure.
2. Provide infrastructure diagrams and documentation for installation.
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 prioritization 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 on-board 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 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' 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 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 finalized 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 "Annexure C - Functional & Technical Requirements". The five CIPC core use cases listed in Annexure C are highlighted in blue.

### 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 in a timely manner to ensure the success of each phase.
2. The 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 Contractor in writing of any engagement or performance issues; and (c) assist in resolving issues that may arise.
3. Identify stakeholders, SME's, 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 in a timely manner.
6. Provide a response 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. BID COSTING

REFER AND COMPLETE ANNEXURE "I" PAGE 34 &35

THE FOLLOWING DOCUMENTS TO BE ATTACHED

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

The costing should be based on all requirements of the terms of reference. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

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

## 6. REPORTING

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

## 8. WORKING CONDITIONS

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

### 8.1 Equipment

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the CIPC facilities designated, unless otherwise specifically addressed in the scope.

### 8.2 Proprietary rights

Contractor warrants that:

A. The hardware, software, application(s), or other technology provided to the CIPC pursuant to this Contract (collectively, the "Technology Assets") will be free of the rightful claim of any third-party for, or by way of, infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;

B. No act or omission of Contractor will result in a third-party holding any other claim that interferes with the CIPC's enjoyment or use of the Technology Assets.



C. Contractor owns or possesses all right(s), title(s) and license(s) necessary to perform its obligations, hereunder; and

D. As of the effective date and throughout the term (duration) of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third-party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

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

### 8.3 Indemnity / Protection / Safeguard

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

### 8.4 Occupational Health and Safety Obligations

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

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

### 8.5 Quality

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

**7. SPECIAL CONDITIONS**

- I. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter.
- II. CIPC reserves the right to negotiate with the successful bidder on price.
- III. The Service Provider must ensure that their work is confined to the scope as defined and agreed.
- IV. Travel between the consultant's home, place of work to the **dti Campus** (CIPC) will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred.
- V. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- VI. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- VII. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- VIII. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
- IX. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
- X. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
- XI. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate.
- XII. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy.
- XIII. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XIV. Compliance with PFMA regulations in terms of the safeguarding of assets and adequate access control must be guaranteed. Assets include all infrastructure, software, documents, backup media and information that will be hosted at the Offsite ICT Recovery Site. These security measures must be specified in the SLA.
- XV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.
- XVI. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.



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- XVII. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- XVIII. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- XIX. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- XX. The resources that a bidder supply will be subjected to an assessment result which will determine the suitability of the service provider to implement against the assignment of the ToR. Failure to provide suitable candidates will lead to cancellation of award of the tender.
- XXI. CIPC reserves the right not to make this appointment
- XXII. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- XXIII. Appointment will be subject to positive security screening results by the State Security Agency.
- XXIV. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- XXV. CIPC reserves the right not to make this appointment

## 8. **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).

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

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

**Evaluation (Phases): The evaluation will be completed in 4 phases:**

- **Phase 1: Compliance to Mandatory requirements**
- **Phase 2: Compliance to Specification**
- **Phase 3: Functional Evaluation**
- **Phase 4: Functional Evaluation**

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

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC's other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s).

During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2.

### **BIDDERS TO COMPLETE THE TABLE BELOW**

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> <b>The TCS PIN</b> will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
	Completion in full of the Request for Proposal documents		Bidder to complete and sign documents
6.	<b>BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). Latest valid BBBEE certificate-SANAS Accredited or sworn affidavit for EME/QSE signed by the deponent and the Commissioner of Oath</b> <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID. THIS DISQUALIFICATION DOES NOT APPLY TO NON-SOUTH AFRICAN BIDDERS</b>		<b>VALID AND COMPLIANT B-BBEE Certificate (Compulsory)</b>  <b>FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID</b>
7.	<b>Registration on Central Supplier Database (CSD) Compulsory</b> Note: <b>Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The BBBEE certificate-SANAS Accredited or sworn affidavit for EME/QSE is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.</b>		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report)  <b>SUBMIT SUPPLIER UNIQUE REFERENCE NUMBER</b>
8.	<b>NB: Pricing Schedule:</b> <b>Compliance to <a href="#">PAGE 42 TO 47- ANNEXURE "I"</a></b>  <b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b>		Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope. Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b>
9.	<b>IMPORTANT: SUBMISSION OF USB</b>  REFER TO PAGE 5  BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED FROM PAGE 5 OF THIS TOR  <b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b>		Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <b>Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered and avoid clustering folders with many documents rather create separate folders.</b> No password protected USB allowed. Do not submit CDS Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <b>Important:</b> The USB will be used for evaluation purposes up to tender award, so all documents must be included in the USB, including SBD forms, technical proposal mandatory documents etc.. <b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b>
10.	<b>Note:</b> All prospective bidders will be expected to attend a mandatory briefing session/site visit as determined by the CIPC where questions will be addressed by a panel of the CIPC.		<b>FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL RENDER YOUR BID BEING DISQUALIFIED</b>
11.	<b>Mandatory Requirement: OEM Certificates/Partnership letters for the proposed solution. (bidders to submit relevant accreditation certificate/letter) –</b> The bidders must provide a letter from Solution Vendor Original Equipment Manufacturer (OEM) which indicates that they are accredited for product/Solution/Systems/Technology manufacturer /owner authorising the resale or support of the proposed Product/Solution/System/Technology. In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.		<b>The letter or a testimonial or certification must be submitted in order to proceed to the next phase</b> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. All bidders are required to comply with this requirement. <b>Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified.</b> The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <b>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</b>
12.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</b>

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



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### 15.3. PHASE 2: COMPLIANCE TO SPECIFICATION

#### **BIDDERS TO NOTE AND COMPLY TO THE FOLLOWING:**

1. Bidders are required to comply to the specification below as well as address the requirement of the terms of reference.
2. Bidder must attach evidence or proof for all the capabilities below.
3. The evidence will be used for evaluation.
4. Bidders who fail to demonstrate/attach/provide evidence will not proceed to Phase 3 –functional evaluation.
5. The bidders must **fully comply** to answer everything, with nothing left unanswered as failure will disqualify the bidder to proceed to Phase 3 – functional evaluation. No blank sheets will be accepted
6. Bidders must indicate **exactly to the page** where it shows that they comply as failure will disqualify the bidder to proceed to Phase 3 – functional evaluation.
7. Bidders must **not direct CIPC** to any other tender as doing so will disqualify the bidder from proceeding to Phase 3 – functional evaluation.
8. Bidders must provide CIPC with a **relevant proposal** that indicates how the prospective bidder will deliver the product / service / proposed solution.
9. **NOTE:** Bidders **MUST** provide all the information highlighted in **BLUE** and specify where to find the information in the bid proposal. Failure to comply to any of the requirements highlighted in blue will immediately disqualify the bidder's proposal and will not be evaluated for Phase 3 -Functional Evaluation.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL IMMEDIATELY DISQUALIFY A BIDDER.**

**Phase 2: The following Table to be completed by Bidder: Failure to comply will disqualify the Bid**

No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
1	<b>Data Discovery /Catalog</b>	Provides ability to connect to, scan, and automatically extract the most granular metadata from data assets contained in relational database management system (RDBMS), procedural and scripting code, hosted BI/reporting environments, cloud environments, and spatial applications.		
2	<b>Data Discovery /Catalog</b>	Provides unlimited metadata ingestion through plug-n-play connectors, extensions, open API, and SDK framework along with a suite of file import templates.		
3	<b>Data Discovery /Catalog</b>	Provides insights into data uses such as reporting and/or metrics.		
4	<b>Data Discovery /Catalog</b>	Provides customizable dashboard views.		
5	<b>Data Discovery /Catalog</b>	Provides drill downs into key data catalog attributes such as sensitive data, top data sources, data lineage and operational elements.		
6	<b>Data Discovery /Catalog</b>	Provides the currency of data or date when it was last updated/modified.		
7	<b>Data Discovery /Catalog</b>	Provides ability to store and display data owners per data asset.		
8	<b>Data Discovery /Catalog</b>	Provides a display of CIPC users with access to the data assets and the last date of access.		
9	<b>Data Discovery /Catalog</b>	Provides impact assessment for data changes (type, length, name, etc).		
10	<b>Data Discovery /Catalog</b>	Provides ability to flag data fit for public release.		
11	<b>Data Discovery /Catalog</b>	Provides a semantic layer.		
12	<b>Data Discovery /Catalog</b>	Provides ability to flag reference/master data codes enterprise wide and by business domains.		
13	<b>Data Discovery /Catalog</b>	Provides data certification tags/management.		
14	<b>Data Discovery /Catalog</b>	Provides auto detection of sensitive data (PII, PHI and PCI) and recommend actions, risk ratings, and enables data elements to be manually classified or flagged as sensitive.		



No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
15	<b>Data Lineage</b>	Provides data insights by leveraging machine learning (ML), artificial intelligence (AI), and natural language processing (NLP).		
16	<b>Data Lineage</b>	Evaluate the tool's ability to track data lineage and profile data for quality assessment.		
17	<b>Data Lineage</b>	Natively generates data lineage for any data asset field / column from the source system all the way to the final target regardless of the target technology (database table, application, dashboard, etc.).		
18	<b>Data Lineage</b>	Provides interactive and drillable lineage diagram that provides optics at the component and object levels for risk and impact assessments for changes.		
19	<b>Data Lineage</b>	Provides Intuitive search capability for each data element (column).		
20	<b>Data Lineage</b>	Provides depiction and diagram data lineage from source to reporting layers, including all transformations in an easy-to-understand interface for both the business and technical perspectives.		
21	<b>Data Lineage</b>	Provides easy-to-understand pre-built views/reports of all potential upstream or downstream impacts of a change at a column, table or report level.		
22	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Automatically profile and assess or score the data quality of the following data asset types and sense and classify reference/master data: Spatial database tables and non-spatial database tables.		
23	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Provides a scheduler that automatically profiles and assesses data quality of all data assets (dataset, table and/or field level) based on configurable rules.		
24	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Provides data profiling and data assessments with details and metrics alongside metadata details for easy visibility and understanding.		
25	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Provides auto generation of suggested data quality rules and assessment algorithms. This functionality is needed as an input into future data prioritization and governance workflows such as certifying data for public and/or internal use.		

No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
26	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Provides ability to cleanse, match, link, identify, and reconcile master data in different data sources to create and maintain the "golden record".		
27	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Stores and distributes reference data created externally. Examples of reference data: county, currency, codes, administrative regions, etc.		
28	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Manages different types of master data (person, product, etc.) inside the same platform.		
29	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Creates and maintains hierarchical constructs/models used by the business to aggregate information for reporting and analytics.		
30	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Manages relationships across entity instances within the same entity class, as well as across entity classes.		
31	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Identifies records in a dataset that refer to the same entity across different data sources.		
32	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Resolves duplicate representation of the same entity instance based on a set of defined attribute/rules and assign unique identifier for each instance.		
33	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	Enables data stewards to monitor data quality and recommend and track remediation actions.		



No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
34	<b>Data Governance Workflow and Framework Support</b>	Generate and execute an integrated workflow to automate data value validation and loading of data.		
35	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow that auto generates business glossary terms (using AI or equivalent) for configured data catalog items and allows an approver to accept with no change, accept with changes or reject the result on a field basis along with a full audit trail attached to the data asset.		
36	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow to standardize data assets with South African address values and auto detect data assets in the catalog to attach the policy to.		
37	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow to automatically discover all catalog items containing sensitive information and flag the items.		
38	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow to automatically discover all catalog items containing non-sensitive information and flag the items as eligible for open data and allows an approval process to accept or reject the designation.		
39	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow to automatically discover high value data assets.		
40	<b>Data Governance Workflow and Framework Support</b>	Generate and execute a workflow to automatically discover high risk data assets.		

No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
41	<b>Data Governance Workflow and Framework Support</b>	Provides enrichment of the data catalog with a business glossary (definition of data assets in business terms), creation, configuration and attachment of relevant policies, standards, regulations, and other data governance rules		
42	<b>Data Governance Workflow and Framework Support</b>	Finds and classifies sensitive data (Personally Identifiable Information (PII), Protection of Personal Information Act (POPIA), GDPR (General Data Protection Regulation), NIST Cybersecurity Framework (CSF), and Payment Card Industry Data Security Standard (PCI), among others). Leveraging AI and ML to speed deployment.		
43	<b>Data Governance Workflow and Framework Support</b>	Audits and monitors data assets in real-time, for data governance compliance through rules-based configuration. Pre-built data governance audit/compliance risk-reduction workflows that highlight the distribution of data are highly desired.		
44	<b>Data Governance Workflow and Framework Support</b>	Automates data security monitoring of sensitive data showing usage and permissions heatmaps to identify data and systems that are at risk of security exposure. Enable the configuration of alerts to data owners based on risk criteria.		
45	<b>Data Governance Workflow and Framework Support</b>	Enables automated workflows to capture issues/needs, actions and resolution at the data asset level to streamline data governance tasks such as data access or sharing requests, open data release, compliance audits, and policy changes.		
46	<b>Data Governance Workflow and Framework Support</b>	Tracks data access and changes.		
47	<b>Data Governance Workflow and Framework Support</b>	Automates version management and change control. Version all metadata and related mappings and provide change comparison reports to support audits and impact analysis.		
48	<b>Data Governance Workflow and Framework Support</b>	Classifies generative AI and ML data outputs and manage related model inputs and outputs.		
49	<b>Data Governance Workflow and Framework Support</b>	Provides auto-glossary suggestions to reduce manual work of linking glossary terms to each data table.		



50	<b>Data Governance Workflow and Framework Support</b>	Provides ability to collaborate with stakeholders involved in governance activities using embedded integration with collaboration tools to make metadata accessible in native workflows and tools.		
No	SOLUTION CAPABILITIES		PLEASE SPECIFY: COMPLY / NOT COMPLY	Evidence (Page #) State page number where # evidence/proof is placed / attached in the "USB"
51	<b>General Technology Requirements</b>	Solution provides a clear and easy method to search and navigate site content which will enable users to get to their desired information as efficiently as possible.		
52	<b>General Technology Requirements</b>	Solution adheres to best practices and addresses all regulatory and compliance obligations related to data.		
53	<b>General Technology Requirements</b>	Solution is highly scalable (keeps up with ever increasing volumes of data asset demands).		
54.	<b>General Technology Requirements</b>	Solution provides capability to scan/process a large volume of data assets (1M+ objects) across different technologies on a regularly cadence with no loss of performance to source systems and applications.		
55	<b>General Technology Requirements</b>	Solution provides 99.99% availability and redundancy so that patching and maintenance will be done with zero downtime and with failover to an alternate site while maintenance takes place on one site.		
56	<b>General Technology Requirements</b>	Solution ensures existing systems and applications perform optimally in the new, re-designed environment.		
57	<b>General Technology Requirements</b>	Solution integrates with the CIPC's Active Directory and Single Sign On (SSO) for user account management.		
58	<b>General Technology Requirements</b>	Solution integrates with Microsoft Power BI (enterprise reporting tool), and Oracle Data Integrator / Microsoft SSIS / Azure Data Factory (enterprise ETL tool).		
59	<b>General Technology Requirements</b>	Solution is highly secure and adhere to all CIPC requirements: SOC 2 compliant, encryption of data in transit, and encryption of data at rest.		
60	<b>General Technology Requirements</b>	Solution complies with the CIPC's Cloud Computing/Security Policy (ISP200-202), as may be amended if cloud-based.		
61	<b>General Technology Requirements</b>	Solution and any processing functionality are housed in South Africa.		
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62	<b>General Technology Requirements</b>	Solution includes role-based access control (RBAC) to enable managing who has access to resources, what actions they can perform, and which areas they can access. While default roles should exist based on best practices, the solution must also support creation of custom roles and permissions as needed.		

63	<b>General Technology Requirements</b>	Solution ensures any associated data remains the sole property of the CIPC and will not be shared with any third party (without written consent from the CIPC). This includes but is not limited to metadata and usage statistics.		
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<b>Capability</b>	<b>Description</b>
<b>Knowledge &amp; Expertise</b>	The supplier must demonstrate and provide evidence of knowledge and experience in implementing similar solution and understanding of CIPC or similar business environments.
<b>Resources</b>	The supplier must have sufficient quantity and quality of resources with appropriate skill and/or certification to implement and support the solution provided.
<b>Project Management</b>	The supplier must use sound project management approaches to ensure success of development, implementation and support projects.
<b>Support</b>	The supplier must be able to meet agree service levels, use effective processes, standards and procedures for service management and must be able to call on the solution vendor/manufacturer for support if required.
<b>Training &amp; skills transfer</b>	The supplier must be able to provide training for and transfer knowledge to CIPC staff training to effectively manage and support the solution.

**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.

**FAILURE TO COMPLY WITH THE ABOVE -MENTIONED REQUIREMENTS FOR PHASE 2 SHALL IMMEDIATELY DISQUALIFY A BIDDER TO PROCEED TO PHASE 3 FUNCTIONAL EVALUATIONS**



## 15.4. PHASE 3: FUNCTIONAL EVALUATION

All bidders that advance to Phase 3 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points as per breakdown in the table that follows below:

**IMPORTANT: The following documents need to be submitted as part of the proposal and will be used during the evaluation.**

- ❖ Annexure K – Functional & Technical Requirements.
- ❖ Annexure “J” Security and Privacy Maturity Questionnaire

In addition to the minimum requirement all bidders must meet the following minimum qualifications:

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

No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
1.	<p><b>CAPABILITIES FUNCTIONAL AND TECHNICAL REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>❖ Bidders are required to furnish responses for each functional and technical requirement as specified in Annexure K – Functional &amp; Technical Requirements.</li> <li>❖ Furthermore, the Bidder must provide responses to the subsequent questions pertaining to the functionality of their solution. The responses provided in Annexure K – Functional &amp; Technical Requirements will be subject to evaluation and scoring. <b>Scoring will be based on the CIPC 10 Core Use Cases highlighted in Blue in Functional Requirements</b></li> <li>❖ Provide a narrative written in non-technical language the Bidder’s overall Solution, including hosting environment, functional and technical capabilities. Include any industry-leading differentiating features your Solution possesses that may provide value to the CIPC.: The narrative <b>must</b> cover the following:               <ol style="list-style-type: none"> <li>1. <b>Overall Solution Value Proposition:</b> A clear, high-level summary of the solution and the core benefits it brings to the CIPC.</li> <li>2. <b>Hosting Environment Summary:</b> A non-technical explanation of the security, scalability, disaster recovery, and data sovereignty of the proposed hosting model (e.g., cloud, on-premises, hybrid).</li> <li>3. <b>Key Functional Highlights:</b> A simple description of the most important workflows and how CIPC users and customers will interact with the system.</li> <li>4. <b>Technical Robustness Explained:</b> A brief, non-jargon explanation of the architecture’s modernity, integration capacity, and stability.</li> <li>5. <b>Differentiating Features and CIPC Value:</b> Specific identification of unique, industry-leading features and a description of the <b>business value</b> (e.g., cost savings, efficiency gains, risk reduction) they will deliver to the CIPC.</li> </ol> </li> </ul> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li>1. <b>Score = 1: Critically Deficient Response (0 to 5 CIPC core Use Cases):</b> Missing or failing most core requirements. and (0 to 2) narratives requirements addressed and missing most required narrative components.</li> <li>2. <b>Score = 2: Significant Gaps (6 to 8 CIPC core Use Cases):</b> Addresses some requirements but with notable deficiencies in compliance quality and 3 narratives requirements addressed which only covers the basic content but lacks necessary detail, clarity, and depth in explanation.</li> </ol>						30	

	<p>3. <b>Score = 3: Adequate Technical Capability (9 CIPC Core Use Cases):</b> Meets the majority of CIPC core Use Cases (9 out of 10) in functional quality and <b>4 narrative</b> requirements addressed. Functional and covers almost all points in Section 4.1 but may be weak on one key area (e.g., differentiating features or hosting).</p> <p>4. <b>Score = 4: Fully Compliant and Robust (10 CIPC Core Use Cases).</b> Fully meets all 10 Core Use Cases robustly and efficiently and <b>5 narratives</b> requirements addressed with clear, well-structured, and effectively addresses all five points in Section 4.1. Clearly mentions differentiating features showing potential value.</p> <p>5. <b>Score = 5: Outstanding / Exceeds Requirements (10 plus CIPC Core Use Cases):</b> Fully meets and <b>exceeds</b> all 10 CIPC Core Use Cases requirements with strong detail and clarity, <b>5 narratives</b> requirements addressed with exceptionally well-written, compelling, and provides a strong strategic overview for all five points. Clearly links all features to substantial, demonstrable CIPC value.</p>											

No	EVALUATION CRITERIA	Rating					Weight	Total	
		1	2	3	4	5	%		
2.	<p><b><u>BIDDER EXPERIENCE</u></b></p> <ul style="list-style-type: none"> <li>❖ Bidders must have been in operation a minimum of 5 years. The Bidders' normal business activity during the past 5 years will have been for providing the goods or services in this solicitation</li> <li>❖ Bidders are required to furnish responses for each item as specified herein. The responses and furnished documentation will be subject to evaluation and scoring:</li> </ul> <ol style="list-style-type: none"> <li>1. Provide the organization background information and experience for the planning, installation, configuration/integration, implementation and ongoing support of an enterprise data management solution (EDMG). In addition, the following subsections describe additional information to provide at a minimum: (Limit your responses to no more than 5 pages) (Section 3, Scope of Work):               <ol style="list-style-type: none"> <li>a. Provide an organizational chart and resumes for the engagement that reflects key staff involved in project implementation, ongoing relationship management, and support.</li> <li>b. Provide a high-level project plan and timeline.</li> <li>c. Provide responsibilities, estimated time assigned to the project, titles of personnel expected to be assigned to each phase of this project. Also, note any experience or certifications relevant to each phase.</li> <li>d. Provide a copy of the solutions standard training plan and syllabus that has been used for a customer comparable to CIPC.</li> </ol> </li> <li>2. Provide an overview of your understanding of/alignment with the future state vision described in the Scope of Work, subsection "3.3, Future State Vision" and why and how your solution and delivery would be the best to help the CIPC achieve it. (Limit your responses to no more than 10 pages):               <ol style="list-style-type: none"> <li>a. Provide a list of all supported connectors and features that your EDMG solution supports, and for each, indicate the current number of licensed customers using each.</li> <li>b. Identify the total number of your current government clients that currently license an EDMG product.</li> <li>c. Identify the number of years your EDMG product has been available to customers to license.</li> </ol> </li> </ol>						30		



3. Describe your experience in providing ongoing support and maintenance after the EDMG solution has gone live and implemented? (limit your responses to no more than 5 pages) (Section 3. Scope of Work, Subsection 3.8. Implementation Service Requirements).
4. List the architecture deployment options for the software solution, the software version level and their support lifecycle. Provide architecture diagrams for each option along with advantages and disadvantages for each.
5. Describe your in-house experience/capabilities to provide services for additional maintenance or enhancement, that may be needed by the CIPC, throughout the life of the Contract (Section 3. Scope of Work, Subsection 3.9 Additional Services and Enhancements).

**Ratings to be awarded as follows:**

1. **Score = 1** - Less than 5 years of experience and (0 to 2) Criteria Fully Met: Experience is critically deficient or largely irrelevant. Required organizational/planning documentation is severely lacking or non-existent.
2. **Score = 2** - 5 to 7 years of experience and 3 Criteria Fully Met: Meets the mandatory floor but is the minimum level of acceptable longevity and significant gaps remain in key documentation (e.g., missing training plan or staffing detail). The breadth of relevant experience is narrow or superficial.
3. **Score = 3** - 8 to 10 years of experience and 4 Criteria Fully Met: Solid business history and the Bidder meets the majority of experience requirements. Documentation is present, but lacking clarity, detail, or strong evidence of similar project success
4. **Score = 4** - 11 to 14 years' experience and 4 Criteria Fully Met (All requirements): The Bidder demonstrates deep, relevant experience by fully addressing all five criteria (1-5) and providing complete, high-quality documentation for all sub-sections (a, b, c, d).
5. **Score = 5** - 15+ years' experience and 4 Criteria Fully Met (All requirements): The Bidder fully meets all criteria (Score 4) and provides exceptional evidence of superior experience, such as significant government client base, innovative support models, or highly qualified personnel exceeding project needs.

No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
3.	<p><b><u>METHOD OF APPROACH</u></b></p> <p>❖ Bidders are required to furnish responses for each item as specified herein. The responses and furnished documentation will be subject to evaluation and scoring:</p> <ol style="list-style-type: none"> <li>1. Knowing the volume of the CIPC’s data assets is high and includes a diverse ever-evolving technology landscape, describe (Limit your responses to no more than 10 pages) (Section 3. Scope of Work, Subsection 3.1 Background and Current State Overview): <ol style="list-style-type: none"> <li>a. How will you ensure high scalability and performance of the EDMG to successfully scan and process large volumes of data assets (e.g., 1+ million) on a regular cadence?</li> <li>b. What safeguards will be implemented to ensure no degradation to the CIPC’s source systems?</li> <li>c. How do you keep your solution relevant with changing technologies? Describe upgrade release cycles and another relevant information.</li> </ol> </li> <li>2. For each phase, how you will successfully complete each of the required deliverables and activities listed. Include examples that demonstrate your experience and expertise in each area. If applicable, describe the activities and deliverables you would recommend for achieving the outlined goals in addition to or in place of the required activities. (Limit your responses to no more than 10 pages) (Section 3. Scope of Work, Subsection 3.8. Implementation Service Requirements).</li> <li>3. Describe your methodology and overall approach to the Configure CIPC Core Use Cases phase of the EDMG solution. How will you successfully implement each use case? Include examples that demonstrate your experience and expertise in each area. (Limit your responses to no more than 10 pages) (Section 3. Scope of Work, Subsection 3.11 CIPC Core Use Cases and Attachment C - Functional &amp; Technical Requirements).</li> <li>4. How do you ensure alignment with the Data Owner(s) and/or business stakeholders during the project for the listed phases? (Limit your responses to no more than 3 pages) (Section 3. Scope of Work, Subsections: 3.2, 3.3, 3.5, 3.6, 3.8, 3.11, and 3.12).</li> <li>5. Describe your approach to establishing and defining an SLA Support model and support execution based on the requirements outlined in the scope of work. Include examples that demonstrate your experience and expertise in each area. (Limit your responses to no more than 10 pages) (Section 3. Scope of Work, Subsections: 3.2, 3.3, 3.5, 3.6, 3.8, 3.11, and 3.12): <ol style="list-style-type: none"> <li>a. Please provide a copy of the solutions standard Service Level Agreement (SLA) that has been used for a customer comparable to the CIPC.</li> <li>b. Please provide a sample of a regular SLA report with service requests, incident reports, downtimes, etc.</li> <li>c. Provide a minimum of three support models with associated pricing of each (i.e., 24x7x365, business hours vs. non-business hours of technical support). Include response timeframe(s) and provide the costs on a yearly basis for a total of three years.</li> </ol> </li> </ol>						20	



<p>6. What is your approach to project management? Please describe how your team would approach this engagement based upon the requirements provided. Include your approach to the required project management plan, communication strategy, approach to project schedule management, governance structure, and approach to risk management. (Limit your responses to no more than 5 pages) (Section 3. Scope of Work, Subsections: 3.2, 3.3, 3.5, 3.6, 3.8, 3.11, and 3.12).</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>Score = 1</b> - No Implementation Road Map/Project Plan provided.</li> <li>2. <b>Score = 2</b> - Insufficient implementation road map with no design and no maintenance plan.</li> <li>3. <b>Score = 3</b> - Basic, but complete response. Provides a detailed road map and addresses most (4-5) of the core criteria (1-6) (Scalability/Performance, Deliverables/Activities, Use Cases, Stakeholder Alignment, SLA/Support, and Project Management), but responses are often high-level, lacking explicit timeframes, best practices, or specific documentation (e.g., sample SLAs/reports). (Meets basic requirements across core implementation pillars.)</li> <li>4. <b>Score = 4</b> - Strong, comprehensive response. Clearly addresses all six core criteria (1-6). Responses include detailed plans for design, project management, and rollout, PLUS a detailed maintenance and support plan. Timeframes, tools, and best practices are mentioned but may lack the deep specificity required for Score 5. (Strong plan addressing both delivery and operation.)</li> <li>5. <b>Score = 5</b> - Exceptional and fully complete response. Addresses all six core criteria (1-6) with best practices in designs, includes a detailed project management plan, a detailed rollout plan with specific timeframes, detailed maintenance and support (including SLAs and Handover), PLUS explicit tools and techniques for all phases, and provides all required documentation (SLAs, pricing, sample reports, etc.). (Exceptional, actionable, and mature plan across all implementation and operational domains.)</li> </ol> <p><b>NB: The Project plan must entail ALL requirements</b></p>									
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No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
4.	<p><b><u>REFERENCE CHECKS</u></b></p> <ul style="list-style-type: none"> <li>❖ Bidders must have completed a minimum of two successful implementations of large-scale EDMG projects of similar size to the Companies and Intellectual Property Commission, that included data discovery, data lineage, automated data quality profile and assessments, and data governance workflow and framework support.</li> </ul> <ol style="list-style-type: none"> <li>1. Provide a minimum of two (2) contactable references with detailed examples of completed and successful similar projects (size of customer and scope of work) that demonstrates your experience delivering upon the requirements included in this solicitation. Please include details like modules delivered, specific connectors used (base and extended) to integrate to the client's data assets, the volume of data assets in scope, project duration, KPIs, and business benefits, among other key details. (Limit your responses to no more than 5 pages) (Section 3. Scope of Work):               <ol style="list-style-type: none"> <li>a. Your approach to the project and key deliverables you were responsible for.</li> </ol> </li> </ol>						10	

	<p>b. The outcome of the project as it relates to the project goals.</p> <p>c. Any other context you are willing to provide that demonstrates your experience related to the requirements of this solicitation.</p> <p><b><u>Ratings to be awarded as follows:</u></b></p> <ol style="list-style-type: none"> <li><b>Score = 1</b> - No reference letters of completed projects effectively.</li> <li><b>Score = 2</b> - Only one reference letters of completed projects partnership</li> <li><b>Score = 3</b> - Two reference letters of completed projects</li> <li><b>Score = 4</b> - Three to Five reference letters of completed projects.</li> <li><b>Score = 5</b> - Six to Ten reference letters of completed projects</li> </ol> <p><b>References must be South African and not international; they must be properly dated.</b></p>							
5.	<p><b><u>TECHNICAL CERTIFICATION</u></b></p> <p><b>Organizational/OEM Certification:</b></p> <ul style="list-style-type: none"> <li>❖ The bidders must attach OEM Technical Certification for the proposed solution—a minimum of 2 relevant certifications are required. These certifications must prove the organization is recognized by the vendor as technically proficient in the proposed Enterprise Data Management &amp; Governance (EDMG) solution</li> </ul> <p><b>Technical Resource Certification:</b></p> <ul style="list-style-type: none"> <li>❖ The bidders must attach a minimum of 2 CVs of resources to be involved in the project, plus a copy of the OEM Technical Certification for each of these Technical Resources related to the proposed EDMG solution.</li> </ul> <p><b><u>Ratings to be awarded as follows:</u></b></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = Attached CV's +No Data Management Certification</li> <li><b>Score 2</b> = Attached CV's + only one Data Management Certification</li> <li><b>Score 3</b> =Attached CV's + two Data Management Certification</li> <li><b>Score 4</b> =Attached CV's + three Data Management Certification</li> <li><b>Score 5</b> = Attached CV's + 4 Advanced Data Management Certification (CDMP, CIMP DGSP, CDPSE, DAMA-DMBOK, etc.)</li> </ol> <p><b>Certifications must be relevant to the proposed solutions.</b></p>						10	
	<b>Total</b>						<b>100</b>	

Functionality / quality will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = Very poor/ No experience, 2 = Poor/ 1-2 years' experience, 3 = Good / 2-3 years' experience, 4 = Very good 4-5 years' experience, 5 = Excellent 5 or more years.

**Note:**

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**



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## 15.5. PHASE 4: PRICING AND PREFERENTIAL PROCUREMENT POLICY

### Preferential Procurement Policy

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

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The maximum points for this tender are as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. **Note: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate is used as our primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.**
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)
1	<b>HDI, Race are black persons (ownership)*</b> 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	<ul style="list-style-type: none"> <li>B-BBEE Certificate</li> <li>CSD Registration report</li> <li>CIPC Company Registration</li> </ul> <p>Important the CSD will be used as our primary verification documents</p>	10
2	<b>Gender are women (ownership)*</b> 100% or more women ownership = 8 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 4.0 points	<ul style="list-style-type: none"> <li>B-BBEE Certificate</li> <li>CSD Registration report</li> <li>CIPC Company Registration</li> </ul> <p>Important the CSD will be used as our primary verification documents</p>	8
3	<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 100% ownership = 2 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.0 points	<ul style="list-style-type: none"> <li>Confirmation of Disability Form as per SARS (ITRDD Form)</li> <li>Medical Certificate</li> </ul> <p>Important the CSD will be used as our primary verification documents</p>	2

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

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

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

## 16. ANNEXURE “I”

### BID PRICING SCHEDULE

**THIS PAGE TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER**

**WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW**

### PRICE INSTRUCTIONS

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<b>Applicable Currency:</b> <ul style="list-style-type: none"><li>All prices shall be quoted in South African Rand.</li></ul>
2.	<b>Completion of Pricing Schedule:</b> <ul style="list-style-type: none"><li>Bidders shall complete the pricing schedule in full, inserting all the information required therein.</li><li>In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.</li></ul>
3.	<b>Applicability of Quoted Prices:</b> <ul style="list-style-type: none"><li><b>All quoted prices must remain firm for the duration of the contract</b>, unless stipulated otherwise in the special conditions of contract.</li><li>The condition must be stated in SBD3.3</li><li>Bidders to note that price validity is one hundred and twenty days (120) days</li><li>The service provider must clearly indicate whether the price is firm or subject to the Statutory Wage Increase</li></ul>
4.	<b>Total Bid Cost:</b> <ul style="list-style-type: none"><li>Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.</li><li>Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder's responsibility to ensure that all costs are included in the price proposal submitted to CIPC</li></ul>
6.	<b>Bid Price Calculation:</b> <ul style="list-style-type: none"><li>Bidders to note that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.</li></ul>
8.	<b>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</b> <ol style="list-style-type: none"><li>THIS PRICING SCHEDULE (ANNEXURE (“I”))</li><li>SDB 3.3: PRICING SCHEDULE</li><li>SBD FORM 1: INVITATION TO BIDS FOR</li><li>A BIDDER <b>MUST</b> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE</li></ol>

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

## FURTHER PRICE INSTRUCTIONS FOR BIDDERS

1. RFP Solicitation Requirements provides a detailed list of the requirements that the Contractor must adhere to. Bidders must include the cost for the deliverables listed under each phase and ongoing support and maintenance services.
2. There are five (5) tabs in addition to the Instructions tab. Bidder is to complete each tab per the Completion Instructions.
3. For each tab, fill in only the cells that are applicable to your proposal. If needed, insert lines for additional costs, but do not delete any lines.

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Table #	Table Name	Completion Instructions
1	<b>Project Phases (Deliverables) Cost</b>	<ol style="list-style-type: none"> <li>1. The Bidder's will incorporate exact pricing proposal for the Discovery phase of this engagement based on the requirements provided in the Discovery, Research, and Strategy Phase Requirements Phase of the Scope of Work.                             <ul style="list-style-type: none"> <li>• The Bidder must account for the minimum deliverable requirements requested, in addition to any other activities or deliverables you may propose to accomplish the goals outlined for this engagement. Additional activities or recommended requirements must include a clear description and business case for inclusion in your proposal.</li> </ul> </li> <li>2. The Bidder's shall provide estimated prices for all subsequent phases of this engagement. The Bidder must consider the requirements outlined in all phases of this Scope of Work to provide their best estimated price for all phases, and therefore a total cost of the engagement.</li> <li>3. Bidders are responsible for ensuring that all totals are mathematically accurate.</li> </ol> <p>"Deliverables Cost" includes the project deliverables, tasks and professional services costs associated with each phase of the project.</p>
2	<b>Software Costs</b>	<ul style="list-style-type: none"> <li>• This tab must reflect all costs extending beyond the completion of the implementation project, recurring License Pricing (including SaaS), and recurring Hosting/Infrastructure Pricing. Bidders are responsible for ensuring that all totals are mathematically accurate.</li> </ul>
3	<b>As and when needed Services</b>	At some point after the initial use cases are configured, under this contract, the CIPC may elect to expand solution capabilities and on-board additional departments into the identified solution. Historically, staff augmentation has been required to accomplish these objectives. 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.
4.	<b>Key Assumptions</b>	Bidders must indicate all assumptions upon which the pricing proposal is based. Please also include any additional comments to help contextualize the assumptions, and how changes to the assumptions may impact pricing.
5.	<b>Total Bid Price (Ceiling)</b>	This amount for this table must be carried over to SBD 3.3 and SBD form 1- This will be used for evaluation.

**TABLE 1: PROJECT PHASES (DELIVERABLES) COST: *must be completed by bidders***

No.	Deliverables Costs	
1.	<b>Planning and Discovery</b>	<b>Price</b>
	Project Charter	R
	Project Plan and Organizational Chart	R
	Detailed Requirements Document	R
	<b>Total</b>	R
2.	<b>Solution Design Phase</b>	<b>Price</b>
	High-level architecture and system design documents	R
	Data governance framework tailored to the CIPC's policies and needs	R
	Complete all security documents	R
	<b>Total</b>	R
3.	<b>Solution Configuration and Implementation Phase</b>	<b>Price</b>
	Configuration of Core Modules	R
	Data Migration	R
	CIPC Core Use Cases (CCUC)	R
	<b>Total</b>	R
4.	<b>Software Installation</b>	<b>Price</b>
	Provide infrastructure diagrams and documentation for installation.	R
	Install fully functional production and non-production environments.	R
	Confirm the operation and functionality of the installed components.	R
	<b>Total</b>	R

5.	Testing and Validation Phase	Price
	Provide a testing overview and educational session for CIPC test participants.	R
	Identify and develop test scenarios for each use case. 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.	R
	Define and create a feedback submission process. Implement a defect tracking system to log, prioritize, and resolve issues identified during testing. All defects must be documented, categorized (e.g., critical, major, minor), and addressed in a timely manner.	R
	Present test findings to CIPC stakeholders to prioritize remediation and/or enhancement activities.	R
	<b>Total</b>	<b>R</b>

6.	Training	Price
	A training syllabus and plan that proposes the training courses to be delivered to the CIPC based on the future governance and organizational model. Include all details of the EDMG solution to enable successful operation and management of the system and each of its components throughout its useful life.	R
	Provide training to the CIPC's project team, departmental users (data liaisons), and other identified stakeholders to understand any changes to their current workflows and how to request support services from the support provider	R
	<b>Total</b>	<b>R -</b>

7.	Go-live/release process	Price
	Go-live checklist and detailed day-of launch plan to ensure alignment and commitment from all stakeholders and responsible parties	R
	RACI Roles and responsibilities for deployment. Outline process for transitioning to maintenance.	R
	<b>Total</b>	<b>R -</b>

8.	Maintenance	Price
	Provide a Service Level Agreement (SLA) support model definition to include items "a" through "m" listed under "G. Maintenance", subsection "3.8 Implementation Service Requirements" of the Scope of Work.	R
	Provide the maintenance cost for the proposed solution modules	R
	<b>Total</b>	<b>R -</b>

Total Deliverables Costs	R -
--------------------------	-----

**TABLE 2: SOFTWARE COSTS**

**Software Assumptions**

Bidders, at a minimum, must include the following in their software costs:

- Unlimited plug-n-play connectors, extensions, open API, and SDK framework along with a suite of file import templates
- Minimum of 5 privileged users (Write and Edit permissions)
- Unlimited Business Users (Read-Only)

**Software Costs**

Item #	Software Item	Per Unit Cost	Year 1	Year 2	Year 3	Total Item Cost
1	Item 1		No cost to be provided, since the software will not go live during Year 1 of the Contract	R	R	R
2	Item 2			R	R	R
3	Item 3			R	R	R
4	Item 4			R	R	R
	<i>Add additional rows/deliverables as required</i>			R	R	R
<b>Total Software Cost</b>						<b>R</b>

**TABLE 3: AS AND WHEN REQUIRED SERVICES**

- **Must be included in the total bid price**

Hourly Rates for In-House as Needed Additional Maintenance and/or Enhancement Services				
Item No.	Title	Qty	Maximum Hours (Per Resource)	Amount
1	Frontend Developer	1	1000	
2	Junior Software Developer	1	1000	
3	User Interface Designer	1	1000	
4	Senior Developer	1	1000	
5	Software Developer	1	1000	
6	Web Developer	1	1000	
7	Project Manager	1	1000	
8	Quality Assurance Engineer	1	1000	

9	Data Analyst	1	1000	
			<b>TOTAL AMOUNT HOURLY RATES FOR IN-HOUSE</b>	

**TABLE 4: KEY ASSUMPTIONS**

- Must be included in the total bid price. Detailed explanation must be provided Companies and Intellectual

Cost Assumptions				
Item #	Proposal Section, Page, Paragraph	Description	Rationale	Cost Impact if the Assumption is Invalid
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

**TABLE 5: TOTAL BID PRICE**

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

- I. NB: this table must be inclusive of the price for all 4 tables above and all requirements of the TOR*
- II. This total price must be carried over to SBD3.3 and SBD form 1*
- III. The total (Ceiling) price will be used to evaluate bids in Phase 4*

<b>TO BE CARRIED OVER TO SBD 3.3 AND SBD FORM 1</b>	<b>TOTAL AMOUNT FOR 3 YEARS</b>	
	<b>AMOUNT EXCLUDING VAT</b>	
	<b>VAT AMOUNT</b>	
	<b>TOTAL AMOUNT INCLUSIVE OF VAT</b>	

## 17. ANNEXURE “J” - Security and Privacy Maturity Questionnaire

### Instructions

- The Information Assurance (IA) is conducting due diligence to gather information and assess [BIDDER NAME]'s current data security policies, processes, and practices. The purpose of this questionnaire is to assess the current maturity of a security program implemented across a vendor organization (i.e., the Bidders) that offers a product or service to the CIPC, e.g., an information system or industrial control system solution.

This questionnaire is derived from the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) and the Center for Internet Security (CIS) to identify areas of cybersecurity risk and can be applied to cover systems and software hosted either on-premise or by a Cloud Service Provider (CSP).

- On-premise hosting features data center resources owned by an organization.

- A CSP is a third-party company that provides scalable computing resources that organizations can access on demand over a network, including cloud-based computing, storage, platform, and application services.

- For each question, the Bidders identifies if the question is satisfied based on the following options:  
Not Performed: Non-existent Practices. Risk management practices not implemented or executed in any form.
- Performed Informally: Ad Hoc Practices. Risk management practices implemented on an informal or ad hoc basis, without defined processes or documentation. The implementation may vary depending on individual practices or preferences, but there is no standardized approach.
- Planned & Tracked: Requirements-Driven Practices. Risk management practices recognized as important, and efforts are made to plan and track its implementation. There is a defined strategy or action plan, although it may not be fully formalized or consistently followed.
- Well Defined: Organization-Wide Standardization. Risk management practices are well-defined, documented, and consistently applied across the organization.

Depending on the responses, the team ISO may have follow-up questions.

Note: Questions regarding the maturity of the current privacy program are to be completed by the Department.

If the CIPC has requested related documentation by indicating "Yes" in the "Documentation Requested" column, please provide copies of any existing relevant documentation with your questionnaire response. If the Bidder chooses not to provide requested documentation, please provide an explanation in the comments.



ANNEXURE "J" - SECURITY MATURITY QUESTIONNAIRE (BIDDER)					
Control Area	NIST Cybersecurity Framework Subcategory	Question	Response (This form cannot be used to provide responses.)	Documentation Requested	
Asset Management	ID.AM-1	Does the Bidder inventory its physical devices and systems?	Response (This form cannot be used to provide responses.)		
	ID.AM-2	Does the Bidder inventory its software platforms and applications, which includes any risks that each third-party component could pose?			
	ID.AM-5	Does the Bidder prioritize resources at the Bidder, such as hardware, devices, data, time, personnel, or software, according to their classification, criticality, and business value?			
Governance	ID. GV-4	Do the Bidder's governance and risk management processes address cybersecurity risks?			
Risk Assessment	ID.RA-5	Does the Bidder use threats, vulnerabilities, likelihoods, and impacts to determine risk?			
Risk Management Strategy	ID.RM-1	Are risk management processes established, managed, and agreed to by organizational stakeholders?			
Supply Chain Risk Management	ID.SC-4	Does the Bidder routinely assess suppliers and third-party partners using audits, test results, or other forms of evaluations to confirm that they are meeting their contractual obligations?			Yes, please provide bidder SOC 2 Type 2 report or equivalent
Identity Management, Authentication, and Access Control	PR.AC-1	Does the Bidder issue, manage, verify, revoke, and audit identities and credentials for authorized devices, users, and processes?			
	PR.AC-3	Does the Bidder manage remote access?			
	PR.AC-4	Does the Bidder manage access permissions and authorizations incorporating the principles of least privilege and separation of duties?			
	PR.AC-5	Does the Bidder protect network integrity (for example, by incorporating network segregation or network segmentation where appropriate)?			
	PR.AC-7	Does the Bidder authenticate users, devices, and other assets with mechanisms (for example, single-factor or multifactor authentication) that are commensurate with the risk of the transaction (for example, individuals' security and privacy risks and other organizational risks)?			
Data Security	PR.DS-1	Does the Bidder encrypt data-at-rest?			
	PR.DS-2	Does the Bidder encrypt data-in-transit?			
	PR.DS-3	Does the Bidder formally manage assets throughout removal, transfers, and disposition?			
	PR.DS-5	Does the Bidder implement protections against data leaks?			
Information Protection Processes and Procedures	PR. IP-1	Has the Bidder created, and does it maintain a baseline configuration of information technology and industrial control systems incorporating security principles (for example, the concept of least functionality)?			
	PR. IP-2	Has the Bidder implemented a system development life cycle, or process for planning, developing, testing, and deploying information systems?			
	PR. IP-6	Does the Bidder destroy data according to policy?			
	PR. IP-11	Does the Bidder include cybersecurity activities, such as deprovisioning or personnel screening, in its human resources practices?			
Protective Technology	PR.PT-2	Does the Bidder protect and restrict use of removable media according to its policy?			
Anomalies and Events	DE.AE-1	Has the Bidder established, and does it manage a baseline of network operations and expected data flows for users and systems?			Yes, please provide user and system data flows
Security Continuous Monitoring	DE.CM-7	Does the Bidder monitor for unauthorized personnel, connections, devices, and software?			
Response Planning	RS.RP-1	Does the Bidder execute a response plan during or after an incident?			

## 18. ANNEXURE “K” - Functional and Technical Requirements

### INSTRUCTIONS TO BIDDERS BELOW

- ❖ This Attachment contains Functional Requirements requested for the EDMG Solution for the Business Intelligence Systems Group Department. Note that any requirement that contains "etc." is to be interpreted as at a minimum the requirement shall include.
- ❖ Instructions: The table below lists the fields and instructions by field within the "Functional Requirements" table. Fill out the Bidders Response field and the Bidder Comment field located in the "Functional Requirements" tab as instructed in the table below.

**Additionally note:**

- An omitted response will be assumed to be the same as a response code of "N"
- Only one response per requirement will be accepted
- Bidders must insert an explanation for how a requirement will be met in the Bidder Comment column when responding with a code of "O" If Bidders do not provide a comment when explicitly requested, the requirement will be given the lowest evaluation score. Bidder responses with code "N" shall include an explanation of any customizations or third-party integrations to provide the functionality, if applicable.

Rows highlighted in Blue are the CIPC's Core Use Cases.

Field	Definitions/Instructions
ReqID	Requirement Identification Number: This is the ID to use to refer to requirements in correspondence.  DO NOT EDIT THIS FIELD

Capability	Specifies the requirement category  <b>DO NOT EDIT THIS FIELD</b>
Requirement	Specifies the details of the requirement  <b>DO NOT EDIT THIS FIELD</b>
Bidder Response	Bidder's response to whether and how the technical requirement will be met. Indicate how the requirement as written will be met by Bidder using the following codes:  Bidder Response Definitions: <b>O</b> - <u>O</u> t of the box - the requirement can be met out of the box <b>N</b> - <u>N</u> o - the requirement cannot be met out of the box
Bidder Comment	A Bidder comment is required when the response is O.
Rows Highlighted in Blue	A Bidder comment is required when the response is O.

Additional Details for the Bidder Response field (Column of the Functional Requirements table)			
Response Option	Bidder Functionality	Definition	Additional Notes
<b>O</b>	Functionality provided as standard	Bidder provides the functionality from its own code base (i.e., 'out of the box'). No customizing, working around, or configuration is required. The functionality must be installed and operational at other sites and be able to be demonstrated to PMC.	For this response option, Bidder must indicate the following in the Bidder Comment column next to this response: description of the out of the box configuration and relevant product documentation links supporting the response.
<b>N</b>	Functionality not proposed	Not included in the proposed Solution.	Bidder responses with code "N" shall include an explanation of any customizations or third-party integrations to provide the functionality, if applicable.

**ANNEXURE “K” “Continuation” :Functional Requirements**

ReqID	Capability	Requirement	Bidder Response	Bidder Comment (Required when Bidder response is O.
1	Data Discovery /Catalog	Provides ability to connect to, scan, and automatically extract the most granular metadata from data assets contained in relational database management system (RDBMS), procedural and scripting code, hosted BI/reporting environments, cloud environments, and spatial applications.		
2	Data Discovery /Catalog	Provides unlimited metadata ingestion through plug-n-play connectors, extensions, open API, and SDK framework along with a suite of file import templates.		
3	Data Discovery /Catalog	Provides insights into data uses such as reporting and/or metrics.		
4	Data Discovery /Catalog	Provides customizable dashboard views.		
5	Data Discovery /Catalog	Provides drill downs into key data catalog attributes such as sensitive data, top data sources, data lineage and operational elements.		
6	Data Discovery /Catalog	Provides the currency of data or date when it was last updated/modified.		
7	Data Discovery /Catalog	Provides ability to store and display data owners per data asset.		
8	Data Discovery /Catalog	Provides a display of CIPC users with access to the data assets and the last date of access.		
9	Data Discovery /Catalog	Provides impact assessment for data changes (type, length, name, etc).		
10	Data Discovery /Catalog	Provides ability to flag data fit for public release.		



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11	Data Discovery /Catalog	Provides a semantic layer.		
12	Data Discovery /Catalog	Provides ability to flag reference/master data codes enterprise wide and by business domains.		
13	Data Discovery /Catalog	Provides data certification tags/management.		
14	Data Discovery /Catalog	Provides auto detection of sensitive data (PII, PHI and PCI) and recommend actions, risk ratings, and enables data elements to be manually classified or flagged as sensitive.		
15	Data Discovery /Catalog	Provides data insights by leveraging machine learning (ML), artificial intelligence (AI), and natural language processing (NLP).		
16	<b>Data Lineage</b>	<b>Evaluate the tool's ability to track data lineage and profile data for quality assessment.</b>		
17	Data Lineage	Natively generates data lineage for any data asset field / column from the source system all the way to the final target regardless of the target technology (database table, application, dashboard, etc.).		
18	Data Lineage	Provides interactive and drillable lineage diagram that provides optics at the component and object levels for risk and impact assessments for changes.		
19	Data Lineage	Provides Intuitive search capability for each data element (column).		
20	Data Lineage	Provides depiction and diagram data lineage from source to reporting layers, including all transformations in an easy-to-understand interface for both the business and technical perspectives.		
21	Data Lineage	Provides easy-to-understand pre-built views/reports of all potential upstream or downstream impacts of a change at a column, table or report level.		
22	<b>Automated Data Quality Profile and Assessments / Master Data Management</b>	<b>Automatically profile and assess or score the data quality of the following data asset types and sense and classify reference/master data: Spatial database tables and non-spatial database tables.</b>		

23	Automated Data Quality Profile and Assessments / Master Data Management	Provides a scheduler that automatically profiles and assesses data quality of all data assets (dataset, table and/or field level) based on configurable rules.		
24	Automated Data Quality Profile and Assessments / Master Data Management	Provides data profiling and data assessments with details and metrics alongside metadata details for easy visibility and understanding.		
25	Automated Data Quality Profile and Assessments / Master Data Management	Provides auto generation of suggested data quality rules and assessment algorithms. This functionality is needed as an input into future data prioritization and governance workflows such as certifying data for public and/or internal use.		
26	Automated Data Quality Profile and Assessments / Master Data Management	Provides ability to cleanse, match, link, identify, and reconcile master data in different data sources to create and maintain the "golden record".		
27	Automated Data Quality Profile and Assessments / Master Data Management	Stores and distributes reference data created externally. Examples of reference data: county, currency, codes, administrative regions, etc.		
28	Automated Data Quality Profile and Assessments / Master Data Management	Manages different types of master data (person, product, etc.) inside the same platform.		
29	Automated Data Quality Profile and Assessments / Master Data Management	Creates and maintains hierarchical constructs/models used by the business to aggregate information for reporting and analytics.		



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30	Automated Data Quality Profile and Assessments / Master Data Management	Manages relationships across entity instances within the same entity class, as well as across entity classes.		
31	Automated Data Quality Profile and Assessments / Master Data Management	Identifies records in a dataset that refer to the same entity across different data sources.		
32	Automated Data Quality Profile and Assessments / Master Data Management	Resolves duplicate representation of the same entity instance based on a set of defined attribute/rules and assign unique identifier for each instance.		
33	Automated Data Quality Profile and Assessments / Master Data Management	Enables data stewards to monitor data quality and recommend and track remediation actions.		
34	<b>Data Governance Workflow and Framework Support</b>	<b>Generate and execute an integrated workflow to automate data value validation and loading of data.</b>		
35	<b>Data Governance Workflow and Framework Support</b>	<b>Generate and execute a workflow that auto generates business glossary terms (using AI or equivalent) for configured data catalog items and allows an approver to accept with no change, accept with changes or reject the result on a field basis along with a full audit trail attached to the data asset.</b>		
36	<b>Data Governance Workflow and Framework Support</b>	<b>Generate and execute a workflow to standardize data assets with South African address values and auto detect data assets in the catalog to attach the policy to.</b>		
37	<b>Data Governance Workflow and Framework Support</b>	<b>Generate and execute a workflow to automatically discover all catalog items containing sensitive information and flag the items.</b>		

38	Data Governance Workflow and Framework Support	Generate and execute a workflow to automatically discover all catalog items containing non-sensitive information and flag the items as eligible for open data and allows an approval process to accept or reject the designation.		
39	Data Governance Workflow and Framework Support	Generate and execute a workflow to automatically discover high value data assets.		
40	Data Governance Workflow and Framework Support	Generate and execute a workflow to automatically discover high risk data assets.		
41	Data Governance Workflow and Framework Support	Provides enrichment of the data catalog with a business glossary (definition of data assets in business terms), creation, configuration and attachment of relevant policies, standards, regulations, and other data governance rules		
42	Data Governance Workflow and Framework Support	Finds and classifies sensitive data (Personally Identifiable Information (PII), Protection of Personal Information Act (POPIA), GDPR (General Data Protection Regulation),NIST Cybersecurity Framework (CSF),and Payment Card Industry Data Security Standard (PCI), among others). Leveraging AI and ML to speed deployment.		
43	Data Governance Workflow and Framework Support	Audits and monitors data assets in real-time, for data governance compliance through rules-based configuration. Pre-built data governance audit/compliance risk-reduction workflows that highlight the distribution of data are highly desired.		
44	Data Governance Workflow and Framework Support	Automates data security monitoring of sensitive data showing usage and permissions heatmaps to identify data and systems that are at risk of security exposure. Enable the configuration of alerts to data owners based on risk criteria.		



45	Data Governance Workflow and Framework Support	Enables automated workflows to capture issues/needs, actions and resolution at the data asset level to streamline data governance tasks such as data access or sharing requests, open data release, compliance audits, and policy changes.		
46	Data Governance Workflow and Framework Support	Tracks data access and changes.		
47	Data Governance Workflow and Framework Support	Automates version management and change control. Version all metadata and related mappings and provide change comparison reports to support audits and impact analysis.		
48	Data Governance Workflow and Framework Support	Classifies generative AI and ML data outputs and manage related model inputs and outputs.		
49	Data Governance Workflow and Framework Support	Provides auto-glossary suggestions to reduce manual work of linking glossary terms to each data table.		
50	Data Governance Workflow and Framework Support	Provides ability to collaborate with stakeholders involved in governance activities using embedded integration with collaboration tools to make metadata accessible in native workflows and tools.		
51	<b>General Technology Requirements</b>	Solution provides a clear and easy method to search and navigate site content which will enable users to get to their desired information as efficiently as possible.		
52	General Technology Requirements	Solution adheres to best practices and addresses all regulatory and compliance obligations related to data.		
53	General Technology Requirements	Solution is highly scalable (keeps up with ever increasing volumes of data asset demands).		

54	General Requirements	Technology	Solution provides capability to scan/process a large volume of data assets (1M+ objects) across different technologies on a regularly cadence with no loss of performance to source systems and applications.		
55	General Requirements	Technology	Solution provides 99.99% availability and redundancy so that patching and maintenance will be done with zero downtime and with failover to an alternate site while maintenance takes place on one site.		
56	General Requirements	Technology	Solution ensures existing systems and applications perform optimally in the new, re-designed environment.		
57	General Requirements	Technology	Solution integrates with the CIPC's Active Directory and Single Sign On (SSO) for user account management.		
58	General Requirements	Technology	Solution integrates with Microsoft Power BI (enterprise reporting tool), and Oracle Data Integrator / Microsoft SSIS / Azure Data Factory (enterprise ETL tool).		
59	General Requirements	Technology	Solution is highly secure and adhere to all CIPC requirements: SOC 2 compliant, encryption of data in transit, and encryption of data at rest.		
60	General Requirements	Technology	Solution complies with the CIPC's Cloud Computing/Security Policy (ISP200-202), as may be amended if cloud-based.		
61	General Requirements	Technology	Solution and any processing functionality are housed in the continental United States.		
62	General Requirements	Technology	Solution includes role-based access control (RBAC) to enable managing who has access to resources, what actions they can perform, and which areas they can access. While default roles should exist based on best practices, the solution must also support creation of custom roles and permissions as needed.		

63	General Requirements	Technology	Solution ensures any associated data remains the sole property of the CIPC and will not be shared with any third party (without written consent from the CIPC). This includes but is not limited to metadata and usage statistics.		
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**ANNEXURE “K” “Continuation”: Technical Requirements**

ReqID	Capability	Requirement	Bidder Response	Bidder Comment (Required when Bidder response is O.)
1	Data Connectivity and Integration	The EDMG solution must enable seamless connectivity and data integration across all identified data sources, supporting both real-time and batch processing.		
2	Scalability and Performance			
3	Data Security and Compliance	The EDMG solution must ensure data security through encryption, access controls, and audit logging to meet regulatory and organizational compliance standards.		
4	Metadata Management and Cataloging	The solution must automatically catalog and manage metadata across connected data sources, supporting organization-wide discoverability and governance.		

5	Data Quality Management and Monitoring	The solution must automatically assess, profile, and score data quality, alerting stakeholders to issues that fall below defined thresholds.		
6	Data Collaboration and Democratization	The solution must support business users from different departments to easily share and collaborate on data related to the priority domains. Data communities or forums enable knowledge sharing and discussion around data governance initiatives. The solution must also facilitate self-service access to data, empowering business users to explore and analyse data independently.		
7	Workflow	The solution must support configurable workflows that automate data validation, governance, and approval processes for improved data governance.		
8	Master Data Management	The EDMG solution must provide tools for managing and synchronizing master data to ensure consistency across all data domains.		
9	Impact Analysis and Change Management	The EDMG solution must enable impact analysis to assess the potential consequences of changes to data assets or systems within the priority domains and support versioning and change tracking for data assets		
10	Service Level Requirements	The solution must meet agreed service level objectives, including availability, response time, and support responsiveness, to maintain uninterrupted operations.		
11	Reporting and Analytics	The solution must offer robust reporting and analytics capabilities, enabling users to generate insights and track data management metrics.		



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12	Hosting	The solution must be able to be hosted on cloud or on premises. (Preferable cloud based or hybrid solution)		
13	Configurability	The EDMG solution must allow configuration to meet organizational needs without requiring extensive custom development.		

**19. BRIEFING SESSION**

N/A

<u>DATE:</u>	
<u>TIME</u>	
<u>VENUE</u>	
<u>IMPORTANT NOTE TO BIDDERS: -</u>	

**20. SUBMISSION OF PROPOSALS**

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

**Proposals should be addressed to:**

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

**the dtic** Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

**20.1. ENQUIRIES**

**A. Supply Chain Enquiries**

Mr. Hans Mmako OR Mr Solomon Motshweni

Contact No: 0877437105

E-mail: [Hmmako@cipc.co.za](mailto:Hmmako@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

**B. Technical Enquiries**

Mr Sello Ndhlovu –: E-mail: [sndhlovu@cipc.co.za](mailto:sndhlovu@cipc.co.za)

**Note : It is the bidder's responsibility to call CIPC if they have any questions that have not been answered via email, as the system may have flagged their email as spam.**

**20.2. DEADLINE FOR SUBMISSION**

**BIDS OPENING DATE: 12 JUNE 2026**

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

**BIDS CLOSING DATE: 06 JULY 2026**

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

**NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIME OUSLY.**

**CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BIDS DEPOSITED IN THE INCORRECT BID BOX. BID PROPOSAL MUST BE HAND DELIVERED TO THE CIPC BID BOX AT THE DTIC MAIN GATE".AT 77 MEINTJIES STREET, SUNNYSIDE**



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## BIDS ADVERTISEMENT FORM

TYPE OF BID	OPEN TENDER	
BID DESCRIPTION	INVITATION TO SERVICE PROVIDERS TO <u>SUBMIT PROPOSALS</u> FOR ENTERPRISE DATA MANAGEMENT AND GOVERNANCE SOLUTION AND SUPPORT	
BID NUMBER	CIPC BID NUMBER: 03-2026-2027	
NAME OF INSTITUTION	COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)	
THE PLACE WHERE GOODS WORKS OR SERVICES ARE REQUIRED	PRETORIA	
OPENING	DATE: 12 JUNE 2026	
CLOSING	DATE: 06 JULY 2026	TIME: 11H00
CONTACT DETAILS	POSTAL ADDRESS	P.O. BOX 429, PRETORIA ,0001
	PHYSICAL ADDRESS	THE BID BOX IS SITUATED AT: <b>AT THE MAIN GATE ON 77 MEINTJIES STREET</b> , SUNNYSIDE, "THE DTIC" CAMPUS, PRETORIA.
	TEL	0877437105
	EMAIL	HMMAKO@CIPC.CO.ZA
<b>NB: BIDDERS ARE REQUESTED TO SEND EMAILS FOR ALL TENDER RELATED QUERIES</b>		
OFFICE HOURS: 08:00 – 15H00 (MONDAY TO FRIDAY)	CONTACT PERSON	HANS MMAKO
BIDS CAN BE REQUESTED VIA EMAIL	CIPC WEBSITE UNDER TENDERS, <a href="http://www.cipc.co.za">www.cipc.co.za</a> <a href="mailto:HMMAMKO@CIPC.CO.ZA">HMMAMKO@CIPC.CO.ZA</a>	
WHERE BIDS SHOULD BE DELIVERED	<b>THE BID BOX IS SITUATED AT: AT THE MAIN GATE ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTIC" CAMPUS, PRETORIA.</b>	
<b>IMPORTANT TO NOTE:</b> THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: <b>"CIPC TENDER BOX"</b>	<b>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</b>	
CATEGORY	SERVICES: PROFESSIONAL	
SECTOR	PUBLIC ENTITY	
REGION	GAUTENG	
<b>COMPULSORY</b>	N/A	
<b>DATE:</b>	N/A	

**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.

### TENDER DOCUMENTATION

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

Call Centre: 086 100 2472

Email: [cipc@cipc.co.za](mailto:cipc@cipc.co.za) Website: [www.cipc.co.za](http://www.cipc.co.za)



CIPC



@theCIPC



CIPC Companies and Intellectual Property Commission

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	

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



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

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.

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## 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.

Ms Ntombi Maqhula	Telephone	<b>012 394-5344</b>
	E-mail	<a href="mailto:HMMako@cipc.co.za">HMMako@cipc.co.za</a>

## 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).

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- 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.



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## 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

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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.

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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 IMMEDIATELY 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.



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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.

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### 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](http://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.



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- 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: [Hmmako@cipc.co.za](mailto:Hmmako@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 PRESENTATION 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 [hmmako@cipc.co.za](mailto:hmmako@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.

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**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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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 <b>(2) days</b> after the request has been made, otherwise the proposal may be disqualified.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>
Where applicable, CIPC reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
The bidder should not qualify the proposal with own conditions. <b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified.	<b>Accept</b>	<b>Do not accept</b>
	<b>Accept</b>	<b>Do not accept</b>



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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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
<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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
Evaluation of Bids will be performed by an evaluation panel established by CIPC.	<b>Accept</b>	<b>Do not accept</b>

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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.	<b>Accept</b>	<b>Do not accept</b>
If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Accept</b>	<b>Do not accept</b>
The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract.	<b>Accept</b>	<b>Do not accept</b>
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	<b>Accept</b>	<b>Do not accept</b>
All bidders' who do not sign the declaration forms will not be considered for preference points.	<b>Accept</b>	<b>Do not accept</b>
In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks.	<b>Accept</b>	<b>Do not accept</b>
CIPC will not respond to any enquiries seventy-two (72) hours before the closing date of the bid	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
Should the evaluation of this bid not be completed within the validity period of the bid, CIPC has discretion to extend the validity period.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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.	<b>Accept</b>	<b>Do not accept</b>
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	<b>Accept</b>	<b>Do not accept</b>

**FAILURE TO RESPOND TO THE ABOVE WILL DISQUALIFY THE PROPOSAL**

# ANNEXURE "A"

SBD 1

*"Must be completed"*



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


## 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: 03-2026-2027	CLOSING DATE	06 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: <b>AT THE AT MAIN GATE</b> ON 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.				
<b>SUPPLIER INFORMATION</b>				
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 <b>MUST</b> SUBMIT		TAX CLEARANCE CERTIFICATE PIN (TCS PIN):		
CSD SUPPLIER No:				
COMPULSORY INFORMATION: CSD UNIQUE REFERENCE No-(with 36 digits) <b>Please complete</b>				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> 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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO CLAIM POINTS FOR SPECIFIC GOALS]</b>				

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<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			
<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>  <b>INSERT TOTAL PRICE</b> 			<b>NB: Please print this page (SBD FORM 1) and include in SEALED PRICE ENVELOP)</b> <b>Failure to comply with this requirement will invalidate the bid</b>
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	CIPC	CONTACT PERSON	Sello Ndhlovu
CONTACT PERSON	<a href="mailto:HMmako@cipc.co.za">HMmako@cipc.co.za</a>	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	0877437105	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:sndhlovu@cipc.co.za">sndhlovu@cipc.co.za</a>
E-MAIL ADDRESS	<a href="mailto:HMmako@cipc.co.za">HMmako@cipc.co.za</a>	<b>Please send all your queries via email</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

- |   |
|---|
| <p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR <b>ONLINE</b></p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p>  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p>   |
| <p>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.</p>  |



- 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.....**

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Email: [cipc@cipc.co.za](mailto:cipc@cipc.co.za) Website: [www.cipc.co.za](http://www.cipc.co.za)

## **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](http://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](http://www.sars.gov.za).

# ANNEXURE "C"



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## SBD 3.3

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

## PRICING SCHEDULE

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

CIPC BID NUMBER: .....

BIDDER'S NAME: .....

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

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**

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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.....
<b>TOTAL: R.....</b>		

**\*\*\*\*\*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 –[Nmaqhula@cipc.co.za](mailto:Nmaqhula@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  
Ms NTOMBI MAQHULA: [NMAQHULA@CIPC.CO.ZA](mailto:NMAQHULA@CIPC.CO.ZA) OR Mr. Solomon Motshweni: [SMotshweni@CIPC.co.za](mailto:SMotshweni@CIPC.co.za)

## Annexure “D”

### SBD 4



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#### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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/her 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<sup>2</sup>): .....

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.

“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.

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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 **YES / NO**  
presently employed by the state?

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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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



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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,  
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?

**YES/NO**

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:

.....  
.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral 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”



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

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.

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## 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.



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## 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**or**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$	=	Points scored for price of bid under consideration
$P_t$	=	Rand value of bid under consideration
$P_{\min}$	=	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.

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## 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)
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of :</i>				
1	<b>HDI, Race are black persons (ownership)*</b> 100% black ownership = 10 points and based on percentage pro rata for black ownership less than 100% eg: 67% = 6.7 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul>	<b>10</b>	
2	<b>Gender are women (ownership)*</b> 100% or more women ownership = 8 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 4.0 points	<ul style="list-style-type: none"> <li>• B-BBEE Certificate</li> <li>• CSD Registration report</li> <li>• CIPC Company Registration</li> </ul>	<b>8</b>	
3	<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 100% ownership = 2 points and based on percentage pro rata for black ownership less than 100% eg: 50% = 1.0 points	<ul style="list-style-type: none"> <li>• Confirmation of Disability Form as per SARS (ITRDD Form)</li> <li>• Medical Certificate</li> </ul>	<b>2</b>	

**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 <b>by persons who</b> had no franchise in the national elections	% .....	.....
8.2 Equity ownership <b>by women</b>	%	.....
8.3 Equity ownership <b>by disabled persons*</b>	%	.....

\*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:

- 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](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**



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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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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](http://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.

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**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](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	



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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: \_\_\_\_\_

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## 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	<p>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 <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>



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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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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**

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## ANNEXURE “G”

### SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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**



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**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

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**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<sup>3</sup> 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.

<sup>3</sup> **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”**



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**“PLEASE REFER TO THE ATTACHED ANNEXURE “H”**

FOR

**TERMS OF REFERENCE (“TOR”): CIPC BID NUMBER: 03-2026-2027**

**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: 06 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”)**

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