

ANNEXURE “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 21/2023/2024

DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO SUPPLY, INSTALL, CONFIGURE, MIGRATE AND COMMISSION A CLOUD DATA MANAGEMENT PLATFORM (ORACLE ANALYTICS CLOUD, ORACLE DATA CATALOGUE, ORACLE DATA INTEGRATION) OR EQUIVALENT TOOL/PRODUCT/SERVICE TOGETHER WITH SUPPORT AND MAINTENANCE, AT CIPC DATA CENTRE LOCATED AT THE DTIC CAMPUS, 77 MEINTJIES STREET, SUNNYSIDE, PRETORIA, AND/OR VIRTUALLY WHERE IMPLEMENTATION PERMITS

CONTRACT PERIOD: FIVE YEARS (60) MONTHS

BID CLOSING DATE: 30 APRIL 2024

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”.



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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 a valid Tax Clearance Pin for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the valid Tax Clearance Pin will result in the invalidation of this RFP. Certified copies of the Tax Clearance pin 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 Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not be amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and CIPC reserves the right to negotiate with the successful bidder on price.
8. The service provider must ensure that their work is confined to the scope as defined.
9. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
10. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
11. 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.
12. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.
- 13. All prices quoted must be inclusive of Value Added Tax (VAT)**
- 14. All prices must be quoted in South African Rand**
- 15. All prices must be valid for One hundred and twenty days (120) days**
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. 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.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

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

SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **All documents in the USB must open and be readable – CIPC will not be held liable for documents not opening**
- h) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- i) The **USB** must contain the **exact** documents/ information submitted in the original copy 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 blank 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 or number documents separately.**
- 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) **Score are allocated based on the information provided in the USB's**
- n) All pages must be signed; numbered and initial as per the Original copy
- o) The USB must be submitted in **PDF format ONLY and must be read ONLY; NO Passwords Protection**
- p) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**

- q) Bidders to ensure that USB 's are not password protected
 - r) IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION
 - s) 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 A PAGE 17;18 AND 19.**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR). **Failure to comply with this requirement will disqualify the bid.**
- g) All prices must be valid for 120 days

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

1. 1 (ONE) ORIGINAL / HARD COPY PRINTED
 2. 1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL") BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION
 3. ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)
 - ❖ PRICE SCHEDULE – SBD.33 : **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
 - ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. SEE PAGE 21/22**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
- NB: Bidders must also refer to page 12 of 20 of the Terms of reference under Mandatory Requirements**

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

BID. Please complete and sign

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. BACKGROUND

CIPC's mandate is registration and maintenance of Companies, Close Corporations, Cooperatives, and Intellectual Properties in South Africa. The CIPC stores and uses/updates these entities data, including Customer/Director Name/s; Customer Birth, Address, etc. and assigns unique registration numbers per entity, e.g. Company Registration Number.

The CIPC is a respected custodian of large quantities of data, and related to this data are issues of integrity and quality, primarily. Secondary, there is a vast economic interest/usage as well as regulatory usage of this data by Government and Third Parties. Disclosure of information as well as Dispute Resolutions are other functions that uses the data.

Therefore, the CIPC needs to ensure the integrity, reliability, and quality of its data in order to provide reliable information and services. The CIPC strives to improve the competitiveness of the South African economy by enhancing the reputation of South African businesses as well as the business environment.

2. INTRODUCTION

CIPC is embarking on a data clean-up exercise by implementing a Data Management Strategy that will ensure that its data is propositioned as a value add for current and future offerings to all its stakeholders, whilst also making it commercially available.

A Cloud-Based Data Management Platform (CDMP) tool is a critical business requirement to support all strategic & operational data initiatives across all the CIPC's offices/branches. A CDMP will ensure secured, accurate, readily available data access across multiple channels; data standardizing/consistency; data integrity & quality; as well as ease of integration to myriad CIPC legacy platforms/applications.

The CBDMP will address the CIPC's Data Management Functional Requirements by:

- maximizing data assets,
- controlling and organizing data assets,
- data presentation/visualization,
- ensuring ease of administration,
- facilitating 3rd party data integration,
- providing data privacy compliance & governance controls,
- providing multiple sources customised reporting,
- ensuring multiple sources data ingestion (online & offline data),

- providing role-based access controls,
- easing data export controls, and
- decoupling CIPC data layer from legacy systems to implement new services faster and repeatedly.

3. SCOPE OF WORK

The CDMP Tool comprises:

- Data Analytics Cloud or equivalent,
- Data Catalog,
- Data Integration,

NB: The proposed cloud solution should integrate seamlessly via automation or plug-ins to CIPC on premise databases that are; (*this must be explicitly demonstrated in the proposal*)

- **Informix: 12.10.FC14**
- **SQL: Microsoft SQL 2016 and SQL 2012**
- **Oracle: 19.17**

In addition CIPC has Dev, Test, QA and Production environments for the above listed databases, one of these environments must be considered for pre-production release and must be factored into the costing.

Our current data source footprint is as follows:

Source	Year 1 Size (As-Is)	Year 2 Estimation: (~30% YoY Growth)	Year 3 Estimation: (~30% YoY Growth)	Year 4 Estimation: (~30% YoY Growth)	Year 5 Estimation: (~30% YoY Growth)
Informix	1164 GB	1513 GB	1967 GB	2557 GB	3325 GB
Oracle	1835 GB	2386 GB	3102 GB	4033 GB	5243 GB
SQL	4.3 TB	5.6 TB	7.2 TB	9.4 TB	12 TB

Role	Estimated User Compliment
Data Domain Owners	Maximum of 75 in total over the 5-year period
Data Stewards	Maximum of 125 in total over the 5-year period
Technical Administrators/Users	Maximum of 100 in total over the 5-year period

Our user-base roles comprise of an estimated:

It is critical that the Cloud Consumption and linked Licensing Model(s) be sized correctly and are aligned to the deployment that support project timelines. CIPC will only pay for software that is deployed and used for the purpose of delivering this overall Cloud-Based Data Management Platform (CDMP) initiative. ***CIPC will only honour a pay per consume model for all data that is hosted at the preferred bidders cloud environment. All proposed cloud hosting services must be within the borders of South Africa.***

4. PRICING (REFER TO ANNEXURE “A” TO COMPLETE ALL PRICE REQUIREMENTS)

Prospective bidders must submit a comprehensive proposal. Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price. Bidders to provide a breakdown of the solution cost (as per annexure A) in their proposal to include the list below (but not limited to):

- Software costs;
- Additional hardware costs (if applicable); - this solution must be a cloud hosted solution
- Installation, configuration, commissioning costs;
- Maintenance and Technical Support costs;
- Licensing costs;
- Technical and End-user Training costs.

DURATION OF THE CONTRACT

Contract Duration: 60 Months

- I. There will be a 3 month/90 days exit clause included in the SLA based on whether the CIPC changes business plans and/or operating models, and*
- II. Pricing Schedule to be included in submission.*

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.

IMPORTANT NOTICE:

- Price adjustments based on the Rate of Exchange (ROE) will only be considered on a quarterly basis, for 4 months intervals, this will allow sharing of the risk between the State (CIPC) and the supplier.
- It should, however, be emphasized that price adjustments based on ROE fluctuations, will be allowed only on the imported contents of the commodity and to meet only the supplier's additional costs of the imported content.
- Supplier to provide proof where necessary.

CIPC reserves the right to procure other items not mentioned above outside of this contract.

5. 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. 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;
- iv. 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);
- v. 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;
- vi. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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;
- xii. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- xiii. 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.
- xiv. 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.

NB: Bidders MUST indicate explicitly if items have been omitted which will hamper the deployment of the solution. The successful bidder should ensure that all services/equipment requested/mentioned above are supplied and readily available at any given time from the AWARD until the end of the contract. Bidders MUST advise CIPC on any technical issues or any challenges that may render the required request inoperable.

CIPC business hours are from 06h00 to 18h00 from Monday to Friday, excluding Public holidays. The service providers are also expected to provide remote/onsite support to CIPC during business hours including any other services that may be required after hours, on weekends and public holidays.

6. 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 minimum requirements**
- **Phase 2: Compliance to Bid Specification (on PAGE 13)**
- **Phase 3: Functional Evaluation**
- **Phase 4: Pricing and Preferential Procurement policy**

6.1. 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. The bidder's proposal *may* be disqualified for non-submission of any of the documents. **Bidders shall submit a letter from the OEM Certification/Partner:**



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		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD) Note: Important: The CSD will be used as our primary verification document to claim points for specific goals for this bid It is compulsory to submit a CSD report for point verification		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER UNIQUE REFERENCE NUMBER 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
8.	NB: Pricing Schedule: Compliance to ANNEXURE A: PAGE 17,18 AND 19 REFER TO PAGE 5 TO 6 and 17,18,19 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<ul style="list-style-type: none"> Submit full details of the Price Proposal in a separate SEALED envelope. Price must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids). <i>The Total Bid Amount (CEILING AMOUNT) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 20		<ol style="list-style-type: none"> 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 <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>

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

6.2. PHASE 2: COMPLIANCE TO BID SPECIFICATION

BIDDERS TO NOTE:

1. Bidders are required to comply with the specification below as well as address the requirement of the terms of reference, specifically in instances where solutions/demonstrated capabilities are required.
2. Bidder must attach evidence or proof for all the capabilities below, this must be explicit in detailing the requirements of the request.
3. The evidence will be used for evaluation, failing which this could lead to disqualification.
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.
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. **(NB: this must be aligned to the requirement)**
9. Bidders must capture how the implementation; maintenance; integration; support are going to be provided.
10. Bidders must respond to the bill of material (bom) for the current solutions that exists at CIPC for the contract period.
11. **Demonstrated minimum 1 year explicit experience that the proposed solution was implemented previously by the bidder. (Testimonial letter to be submitted – for implementation experience for proposed solution)**
12. **Confirmation from bidders that the solution integrates seamlessly (automated/plugin) from the bidders hosted cloud environment to CIPC on Premise databases (Oracle, Informix and MS SQL) – Letter to be submitted, confirming the above for proposed solution.**
13. The bidders must provide a letter from Solution Vendor which indicates that they are accredited to implement, supply and support the proposed solution
 - In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.
 - **Should there be no letter/ testimonial /certification etc attached for each solution the bid will immediately be disqualified.**
 - The letter/ testimonial /certification must be signed dated by authorized representative
 - It should state expiry date or validity date

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

6.3. PHASE 3: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

NB: Bidders are required to submit, as Annexures to their Bids, documentation which supports the responses provided in respect of the Functional Evaluation Criteria below. All bidders that advance to **Phase 2** will be evaluated by a Bid Evaluation Panel to determine compliance to the functional requirements. The functional evaluation will be rated out of 100 points and only those bidders who score a minimum of 60 points or higher will proceed to be evaluated on **Phase 3**.

No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
1.	<p>Detailed Project Plan for the Supply, Install, Configure, Migrate and Commission phases of a Cloud-Based Data Management Platform (CDMP) (Oracle Analytics Cloud, Oracle Data Catalogue and Oracle Data Integration) or equivalent tool/product/service, detailing clear activities initiated and completed, to showcase your knowledge and experience within this domain.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score 1 = no project plan submitted: Score 2 =, project plan not meeting the above Score 3 = project plan meeting above criteria, covering minimum requirements stipulated above. Score 4 = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated Score 5 = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated with additional reporting/feedback. 						30	
2.	<p>Experience of 3 years of technicians that will be assigned to the CIPC for the Supply, Install, Configure, Migrate, Commission of a Cloud-Based Data Management Platform (CDMP) (Oracle Analytics Cloud, Oracle Data Catalogue and Oracle Data Integration) or equivalent tool/product/service. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p>Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have the same experience, qualifications, and certifications.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score =1 - No CV's submitted Score = 2 - One CV submitted, in the proposed solution, less than 3 years experience Score =3 - Two CV's submitted in the proposed solution with 3 years experience Score = 4 - Three CV's submitted in the proposed solution with 4 years experience Score = 5 - Four CV's submitted in the proposed solution with 5 or more years experience 						30	



No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
3.	<p>Company's demonstrated 2 year's experience in the Supply, Install, Configure, Migrate, and Commission of a Cloud-Based Data Management Platform (CDMP) (Oracle Analytics Cloud, Oracle Data Catalogue and Oracle Data Integration) or equivalent tool/product/service.</p> <p><i>(Provide a minimum of two signed reference letters on official letter heads with contactable references from clients).</i></p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score =1 - One Reference Letters with less or equal to 1 years experience. Score =2 - One Reference Letters greater than 1 year and less than 2 year's experience Score =3 - Two Reference Letters with 2 year's experience Score =4 - Three Reference Letters with 3 to 5 year's experience Score =5 - Four Reference Letters with greater than 5 year's experience 						20	
4.	<p>OEM's certifications of technicians and competency to be assigned to the CIPC for the Supply, Install, Configure, Migrate, Commission of a Cloud-Based Data Management Platform (CDMP) (Oracle Analytics Cloud, Oracle Data Catalogue and Oracle Data Integration) or equivalent tool/product/service</p> <p>(CVs detailing competency/certifications of all personnel to be assigned to CIPC for all required services).</p> <p>Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have the same experience, qualifications, and certifications.</p> <p><u>Ratings to be awarded as follows:</u></p> <ol style="list-style-type: none"> Score =1 - No CV's submitted or CVs submitted with no OEM certifications Score =2 - One CV submitted, with 1 OEM certifications in the proposed solution Score =3 - Two CV's submitted with 2 OEM certifications in the proposed solution Score =4 - Three CV's submitted with 3 OEM certifications in the proposed solution Score =5 - Four or more CV's submitted with 4 or more OEM certifications in the proposed solution 						20	
Total							100	

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.**
- Please Note:** CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.
- Those Bidders who pass the Functional Evaluation (**Phases 2**) will be evaluated on price and BBBEEE in accordance with the applicable legislation. The commercial evaluation process will be applicable at this stage.

6.4. PHASE 4: PRICING AND PREFERENTIAL PROCUREMENT POLICY

Preferential Procurement Policy

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

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The maximum points for this tender are allocated as follows:

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

- 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: The CSD report will be used as the primary verification document for this bid. It is therefore compulsory to submit the CSD report**
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

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

Important: The CSD will be used as our primary verification document to claim points for specific goals for this bid

- It is compulsory to submit a CSD report for point verification
- 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
- 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.

7. ANNEXURE (“A”): BID PRICING SCHEDULE

PAGES 17,18 AND 19 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW: PRINT AND PLACE IN PRICE ENVELOP

TABLE 1

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	<p>Applicable Currency:</p> <ul style="list-style-type: none"> All prices shall be quoted in South African Rand.
2.	<p>Completion of Pricing Schedule:</p> <ul style="list-style-type: none"> Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the CIPC issued pricing schedule.
3.	<p>Applicability of Quoted Prices:</p> <ul style="list-style-type: none"> All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract. The condition must be stated in SBD3.3 as well
4.	<p>Total Bid Cost:</p> <ul style="list-style-type: none"> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Note: Service providers will be responsible for all costs e.g. transportation for ALL activities associated with this bid. It is therefore the bidder’s responsibility to ensure that all costs are included in the price proposal submitted to CIPC
5.	<p>Exchange Rate Fluctuations:</p> <ul style="list-style-type: none"> Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated <u>in the pricing schedule- SBD 3.3</u>
6.	<p>Bid Price Calculation:</p> <ul style="list-style-type: none"> Bidders to not that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
8.	<p>Applicable SBD Document to be included in the USB as well as sealed Pricing envelop</p> <ol style="list-style-type: none"> THIS PRICING SCHEDULE (ANNEXURE H (“A”) SDB 3.3: PRICING SCHEDULE SBD FORM 1: INVITATION TO BIDS FOR A BIDDER <u>MUST</u> ATTACH PRICE BREAKDOWN IN THE BIDDER’S COMPANY LETTERHEAD SIGNED BY AUTHORISED REPRESENTATIVE

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

Prospective bidders must submit a comprehensive proposal. Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to CLEARLY indicate the price.

Bidders to provide a breakdown of the solution cost (as per annexure A) in their proposal to include the list below (but not limited to):

- ✓ Software costs;
- ✓ Additional hardware costs (if applicable); - the proposed solution should be cloud based.
- ✓ Installation, configuration, commissioning costs;
- ✓ Maintenance and Technical Support costs;
- ✓ Licensing costs;
- ✓ Technical and End-user Training costs.

Contract Duration: 60 Months

- ✓ ***There will be a 3 month/90 days exit clause included in the SLA based on whether the CIPC changes business plans and/or operating models, and***
- ✓
- ✓ ***Pricing Schedule to be included in submission.***

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.

IMPORTANT NOTICE:

- ✓ Price adjustments based on the Rate of Exchange (ROE) will only be considered on a quarterly basis, for 4 months intervals, this will allow sharing of the risk between the State (CIPC) and the supplier.
- ✓ It should, however, be emphasized that price adjustments based on ROE fluctuations, will be allowed only on the imported contents of the commodity and to meet only the supplier's additional costs of the imported content.
- ✓ Supplier to provide proof where necessary.

CIPC reserves the right to procure other items not mentioned above outside of this contract



No	DESCRIPTION	Price	VAT	TOTAL
1.	Software costs;	R	R	R
2.	Additional hardware costs (if applicable); - the proposed solution should be cloud based.	R	R	R
3.	Installation, configuration, commissioning costs;	R	R	R
4.	Maintenance and Technical Support costs;	R	R	R
5.	Licensing costs;	R	R	R
6.	Technical and End-user Training costs	R	R	R
7.	ANY additional cost- Please provide detailed breakdown	R	R	R
8.		R	R	R
9.		R	R	R
10.		R	R	R
	TOTAL	R	R	R

IMPORTANT

	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Total Costs
TOTAL ANNUAL PRICE	R	R	R	R	R	
Total Bid Cost over 5 years =(GRAND TOTAL OF TABLES) inclusive of all costs for this bid CEILING PRICE to be carried over to SBD 3.3 and form 1 for the duration of the contract. 5 years						
THIS PRICE WILL BE USED FOR PRICE EVALUATION FOR TH BID						

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

- 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

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

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 ALL THE ABOVE REQUIREMENTS FOR PRICING SHALL IMMEDIATELY INVALIDATE THE BID.

8. BRIEFING SESSION

PLEASE NOTE THAT THERE IS **NO** BRIEFING SESSION SCHEDULED FOR THIS TENDER.

BRIEFING SESSION/SITE VISIT	NONE
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9. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box. THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.

Proposals must be addressed to:

Manager (Supply Chain Management)
Companies and Intellectual Property Commission (CIPC)
Block F, the DTIC Campus, 77 Meintjies Street,
Sunnyside
Pretoria

10. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni
Contact No: (012) 394 3971/45344
E-mail: Nmaqhula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr. Anand Moopanar: E-mail: amooanar@cipc.co.za
OR
Mr Sello Ndhlovu: E-mail: sndhlovu@cipc.co.za

11. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 25 MARCH 2024
BIDS CLOSING TIME: 11H00AM
BIDS CLOSING DATE: 30 APRIL 2024

[BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED IN TIME TO THE CORRECT ADDRESS. LATE PROPOSALS WILL NOT BE ACCEPTED FOR CONSIDERATION](#)

NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BID DEPOSITED IN THE INCORRECT BID