

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 04/2023/2024

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO
SUBMIT PROPOSALS FOR THE
APPOINTMENT OF A SERVICE PROVIDER TO
MIGRATE ALL CIPC’s INFORMIX DATABASES
AND APPLICATIONS TO ORACLE**

CONTRACT PERIOD: 36 MONTHS

BID CLOSING DATE: 28 JUNE 2023

**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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TABLE OF CONTENTS

4.	INTRODUCTION	7
5.	PURPOSE	7
6.	BACKGROUND	7
.....		
8.	OUT OF SCOPE	8
9.	CURRENT CIPC APPLICATIONS AND DATABASES RELEVANT TO MIGRATION	8
10.	MIGRATION TOOL AND/OR METHODOLOGY	9
11.	REPORTING	10
12.	PAYMENT	11
13.	WORKING CONDITIONS	11
13.2	PROPRIETARY RIGHTS	11
13.3	INDEMNITY / PROTECTION / SAFEGUARD	11
13.4	GOVERNMENT SAFETY	11
13.5	QUALITY	11
13.6	KNOWLEDGE TRANSFER	12
13.7	TERMINATION	12
14.	CONTRACT DURATION	12
15.	SPECIAL CONDITIONS	12
16.	COSTING	12
17.	SPECIAL CONDITIONS	13
18.	EVALUATION PROCESS (Criteria)	14
19.	ANNEXURE A: PRICING SCHEDULE	18
THIS PAGE -MUST BE INCLUDED IN THE PRICE FOLDER USB AS WELL AS PRICE ENVELOP)		18
9	SUBMISSION OF PROPOSALS	21
ENQUIRIES		21

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 DTI (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.

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) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- l) **Bidders to ensure that USB 's are not password protected**
- m) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- n) **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 18**
- 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 OR PRINTED COPY
 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 ANNEXURE "A- PRICING SCHEDULE"**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
 - ❖ BIDDERS TO REFER TO PAGE 11 AND 18- REQUIREMENTS ON PRICE PROPOSAL **AND ANNEXURE "A"**
- NB: Bidders must also refer to page 11 of 21 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.

4. **INTRODUCTION**

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

In virtue of CIPC's digitalization strategy to make such mandate feasible:

CIPC would like to invite service providers to submit proposals for provisioning services to migrate all Informix databases to Oracle.

5. **PURPOSE**

The purpose of this document is to outline the terms of reference (TOR) for the invitation of a service provider to submit a proposal for facilitate the complete migration from Informix to Oracle for the CIPC.

6. **BACKGROUND**

The CIPC has a complex environment of on-premises applications currently running on the following database managements systems:

- Informix (Version 12.1 Enterprise)
- Oracle (Version 19.17 Enterprise)
- MS SQL (Version 2016 Enterprise)

The CIPC has two primary front-end web applications facilitating a number of automated customer-facing business processes:

- eServices
- BizPortal

In addition the CIPC also have a mobile application and SST (Self Service Terminal Biometrics) application.

7. **IN SCOPE**

All databases and applications running on Informix. The CIPC requires all Informix databases to be migrated to Oracle. All applications with a dependency on Informix needs to be migrated as well, re-developed or replaced in order for the CIPC to decommission Informix.

NB: Please note an information session for mandatory attendance by all prospective bidders will be scheduled by the CIPC. During the session a technical panel of the CIPC will outline the scope and address questions by prospective bidders.



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8. OUT OF SCOPE

All databases and applications running on Microsoft SQL.

9. CURRENT CIPC APPLICATIONS AND DATABASES RELEVANT TO MIGRATION

The table below depicts business processes and functions incorporated under the 2 primary applications. Some of these applications have been developed to run on Oracle, but have not yet been deployed to production. The database schemas may differ where already designed in Oracle from the original schemas in Informix and all data migration to Oracle must be aligned with the approved enterprise data model of the CIPC. The service provider will have to do a thorough audit/analysis of differences between database schemas and include in the migration plan exactly how data for every one of these processes will be migrated.

Business Process or Application Function	Eservices	BizPortal	DBLink	Oracle	ORDS	Informix
Customer registration	x	x	x	x	x	x
Customer login	x	x	x	x	x	x
Password reset	x	x	x	x	x	x
Foreigner verification	x	x	x	x	x	x
Private company registration	x	x	x	x	x	x
Non-profit company registration	x	x	x	x	x	x
Proposed name reservation	x	x	x	x	x	x
Defensive names			x	x	x	x
Proposed name extension	x	x	x		x	
Name Approval Back Office			x	x	x	x
Proposed name transfer	x	x	x	x	x	x
Company name changes	x	x	x	x	x	x
Company director amendments	x	x	x	x	x	x
Close corporation member amendments	x		x	x	x	x
Company & CC annual returns	x	x	x	x	x	x
Company & CC address changes	x	x	x	x	x	x
Company share changes	x	x	x	x	x	x
PI score calculator	x	x	x	x	x	x
FAS	x	x	x	x	x	x
AFS	x	x	x	x	x	x
AFS downloads	x	x	x	x	x	x
Certificates downloads			x	x	x	x
Certificates downloads (Disclosures)	x	x	x	x	x	x
CC/CO Financial year end changes	x	x	x	x	x	x
Company auditor changes	x	x	x	x	x	x
Enterprise search	x	x	x	x	x	x
B-BBEE certificates		x	x	x	x	x
Compensation fund & UIF registration		x	x	x	x	x
Business bank accounts		x	x	x	x	x
POPIA	x	x				
Card payments	x	x	x	x		x
Migrate names form Informix to Oracle			x	x	x	x
OTP	x	x			x	
ACL				x		
New Wallet	x	x		x		
BUSINESRESCUE			x	x	?	x
COOPS			x	x		x
Invoice			x	x		
COOPS conversions			x	x		x
K2						



Applications not yet in Oracle
SST
MQ SARS Interface
MQ FNB Interface data sales
SOAP Services National Treasury Interface
DATA Sales Application (DATA)
All Manual Application Processing

Important Notes:

- At the time of drafting these terms of reference, the CIPC is using Computron for workflow that will be replaced with another solution. The bidders should allow for generic data migration to a new workflow application not yet known that will replace Computron. However, this tender specifically EXCLUDES replacing Computron with a new workflow solution.
- This tender EXCLUDES re-writing of in-house developed core applications of the CIPC (mainly customer facing applications).
- Where applicable, off-the-shelf applications should be considered for replacing non-core applications that are outdated and/or unsupported.
- Where re-writing of outdated and/or unsupported applications is suggested, C# must be used to enable the CIPC to maintain and customize the applications in future.
- Some outdated legacy applications were developed in Visual Basic 6 and the skills required to understand the code needs to be factored into the bid.

During the mandatory information session to prospective bidders, the CIPC technical panel will explain the functions and supporting technologies, demonstrate functionality of relevant applications and address questions about the project.

10. MIGRATION TOOL AND/OR METHODOLOGY

It will be expected from the service provider to specify a **tool** and / or methodology to be used for migration to facilitate / provide the following or similar features:

- Migrate every Informix Dynamic Server database to Oracle
- Migrate groups, users, tables, primary keys, foreign keys, unique constraints, indexes, rules, check constraints, views, triggers, stored procedures, and privileges to Oracle.
- Potentially migrate multiple Informix Dynamic Server source databases to a single Oracle database.
- Customize the parser for stored procedures, triggers, or views.
- Generate the Oracle SQL Loader and Informix Dynamic Server Unload scripts for offline data loading.
- Display a representation of the source database and its Oracle equivalent.
- Generate and view a summary report of the migration.
- Customize users, tables, indexes, and tablespaces.
- Customize the default data type mapping rules.

- Create ANSI-compliant names.
- Automatically resolve conflicts such as Oracle reserved words.
- Remove and rename objects in the Oracle Model.
- As part of using a tool or specific methodology it will be expected from the service provider to explain how the following aspects of migration will be dealt with:
 - Migrating database objects and specific constructs from Informix to Oracle:
 - Converting identifiers from Informix to Oracle
 - Converting SQL language elements
 - Converting data types
 - Converting built-in SQL functions
 - Converting SQL queries from Informix to Oracle
 - Converting table DDL from Informix to Oracle
 - Converting stored procedures from Informix to Oracle
 - Converting procedural SQL statements (SPL) used in stored procedures, functions and triggers from Informix to Oracle
 - Converting other SQL statements from Informix to Oracle
 - Data Transfer Validation

NB: Bidders should consider and highlight all omissions and exclusions that might affect the effectiveness of the desired service.

11. REPORTING

The contracted bidder's account manager will report to the **Divisional Manager: Architecture and Applications** of the BISG (Business Intelligence and Systems Group) of the CIPC.

Two separate plans need to be provided as part of any bid to this tender as stipulated for the two defined work packages:

- A migration plan addressing data migration
- Project plan addressing application migration

NB: Execution of the two plans may be in parallel where applicable taking cross-dependencies into account. Dependencies need to be clearly defined and incorporated into the critical paths of the two plans.

Progress meetings need to be conducted and progress reports submitted. Detailed reporting requirements will be included in the SLA, for example;

- Bi-weekly and ad-hoc project meetings (virtual or physical where applicable) will be conducted, and monthly written reports will be submitted to the Divisional Manager. The progress reports shall contain at least the following:
 - Incidents logged during the reporting period;
 - Progress against project deliverables;
 - Any other relevant or additional issues/requirements

12. PAYMENT

A deliverable based payment plan needs to be provided for each of the work packages spread out over the complete contract period. Whenever payment becomes due on any deliverable a formal delivery acceptance certificate (DAC) needs to be submitted for approval by the CIPCs relevant divisional manager before an invoice is issued. The DAC will provide evidence of completed work as per the approved payment plan.

13. WORKING CONDITIONS

13.2 PROPRIETARY RIGHTS

The proprietary rights with regard to copyright, patents and any other similar rights that may result from the service rendered by the Service Provider belong to CIPC. The final product of all work done by the Service Provider shall be handed over to CIPC. The Service Provider resources may not copy documents and/or information of the relevant systems for any other purpose than CIPC specific requirements and as agreed to by CIPC. Any code developed during the contract period will be the intellectual property of the CIPC.

13.3 INDEMNITY / PROTECTION / SAFEGUARD

- The Service Provider safeguards and sets free CIPC 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 service Provider contracting personnel, that is suffered in any way, while delivering a service to CIPC.
- The Service Provider safeguards and sets free CIPC to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trade marks or other protected rights on any software or related data used by the Service Provider.

13.4 GOVERNMENT SAFETY

- The Service Provider's attention is drawn to the effect of government Safety Legislation. The Service Provider must ensure (be sure) that relevant steps are taken to notify the appropriate resources whether sub-contacted or not of this requirement.
- Service Provider resources must at all times follow the security measures and obey the rules as set by the CIPC.

13.5 QUALITY

- The CIPC Manager will subject the quality and standard of service rendered by the Service Provider to formal CIPC Governance and Quality Control provisions.
- 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 alternative resources as per the contractual provisions and SLA. The service provider will carry all the costs related to these changes.

13.6 KNOWLEDGE TRANSFER

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

13.7 TERMINATION

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

14. CONTRACT DURATION

The contract duration is for 36 months. A Service Level Agreement (SLA) will be entered into with the successful bidder. This will be subject to a 3-month termination notice for operational reasons and/or other contractual provisions.

- Support to include weekends (where applicable)
- Support to include public holidays (where applicable)
- Support to include Data Centre Migration and Refresh activities.

15. SPECIAL CONDITIONS

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;

16. COSTING

- **Please refer to ANNEXURE A PAGE 18 for the details below on how pricing should be submitted**
- 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.*** Note: Service providers will be responsible for all costs e.g. Transportation for ALL activities associated with this bid.
- **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.**
- **PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE**
- **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND / PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED.**



17. 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.
- xv. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xvi. Service Provider shall provide CIPC with all the license documentation that CIPC is entitled to as per the costing of the licenses.
- xvii. The Service Provider shall be required to provide training & skills transfer for the services as per paragraph 3 of this document.
- xviii. Bidders shall be subjected requested to demonstrate all claims made in the proposal.
- xix. The resources that a bidder supply will be subjected to an assessment results 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.
- xx. CIPC reserves the right not to make this appointment



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18. 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).

18.2. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

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.

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 as 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 BBBEE
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)		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 NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to PAGE 06 AND 18- ANNEXURE A REFER TO PAGE 5 TO 11 and 18 PLEASE TAKE NOTE OF THE CLAUSE IN SBD 3.3 AND ENSURE COMPLIANCE. ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS AND OR PRICES NOT FIRM DUE TO ROE, ETC MUST BE CLEARLY STATED IN SBD 3.3 IN THE SPACE PROVIDED. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.		<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> FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 21		<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 FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.

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



PHASE 2: FUNCTIONAL EVALUATION

All bidders that advance to Phase 2 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 and will be determined as follows:** The functional evaluation will be rated out of 100 points and will be determined by three (3) criteria and as per breakdown in the table that follows below:

- Solution Features
- Company Competency and Reputation
- Training, Installation & Support Planning

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
1.	Technical Expertise <ol style="list-style-type: none"> 1. Demonstrated expertise in data migration from Informix to Oracle by addressing the tool and/or methodology features listed under paragraph 7 in the migration plan. 2. Demonstrated expertise in applications development / migrations relevant to the platforms / tools used by the CIPC by specifying: <ol style="list-style-type: none"> a. Application development skills in C# where re-writing of applications may be relevant and Visual Basic 6 skills where understanding of legacy applications is required. 3. Demonstrated project management experience in similar highly technical and complex projects by producing a project plan / work breakdown structure catering for: <ol style="list-style-type: none"> a. Phases b. Deliverables c. Milestones d. Risks e. Assumptions f. Dependencies g. Resources h. Roles of resources <p>Note: Technical expertise will be evaluated based on the quality of CIPC-specific plans presented (migration plan, project plan and training plan) aligned with explanations of similar previous projects completed successfully.</p> <p>Ratings to be awarded as follows:</p> <ol style="list-style-type: none"> 1. Score 1 = No demonstration of technical expertise 2. Score 2 = Insufficient details provided/ information not fully compliant 3. Score 3 = Sufficient demonstration covering the above requirement based on the detailed scope explained by CIPC during the briefing session for at least 1 similar project previously completed. 4. Score 4 = Detailed relevant demonstration indicating experience with additional relevant information. Based on the detailed scope explained by CIPC during the briefing session for at least 2 similar previous projects 5. Score 5 = Detailed relevant demonstration indicating experience with additional relevant information on subject with examples of work done. Based on the detailed scope explained by CIPC during the briefing session for more than 2 similar previous projects 						50



No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
2.	Company Competency Testimonials Provide a minimum of three (3) signed letters on official company letterheads from contactable references (jurisdictions / regulators that you have delivered this type of service to in the past 36 months: <u>Ratings to be awarded as follows:</u> 1. Score 1 = No letters or Very poor testimonial provided 2. Score 2 = Less than satisfactory but not outright poor 3. Score 3 = Satisfactory based on minimum requirements or expectations from clients 4. Score 4 = Slightly better performance than minimum requirements or expectations from client 5. Score 5 = Excellent performance far beyond minimum requirements or expectations from client						20

No	EVALUATION CRITERIA	Rating					Weight
		1	2	3	4	5	
3.	Resource Competency CVs Provide CVs of the people who will be working on the project, clearly setting out their respective roles as follow: <ul style="list-style-type: none"> • Project manager/leader • Data specialists • Developers (C# experience) The CV's must clearly indicate the experience and success in similar data and application migration projects. <u>Ratings to be awarded as follows:</u> 1. Score 1 = Relevant Experience less than or equal to 2 years. 2. Score 2 = Relevant Experience greater than 2 years, but not more than 3 years 3. Score 3 = Relevant Experience greater than 3 years, but not more than 6 years. 4. Score 4 = Relevant Experience greater than 6 years, but not more than 8 years. 5. Score 5 = Relevant Experience greater than 8 years.						30
TOTAL							100

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.

2. Bidders that achieve less than 60 points on functionality will be disqualified for further evaluation.

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

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 (PPPFA), Act 5 of 2000 and its regulations 2017

Pricing

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

Description	Total
Price	80
BBBEE	20
Total	100

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



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19. ANNEXURE A: PRICING SCHEDULE

THIS PAGE -MUST BE INCLUDED IN THE PRICE FOLDER USB AS WELL AS PRICE ENVELOP)

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.

PRICING TABLE (TO BE COMPLETED; PRINTED AND INCLUDED IN THE SEALED ENVELOP -PRICE PROPOSAL) WITH THE FOLLOWING DOCUMENTS

1. SDB 3.3: PRICING SCHEDULE
2. SDB 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. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 20 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period **36 MONTHS**. Pricing to be presented as per the tables below. Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. 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 SDB FORM 3.3 AND SDB 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.**

The service provider must provide costing based on the pricing schedule table below. Service providers must endeavor to structure their pricing in terms of high-level deliverables set below (but are encouraged to breakdown these high-level deliverables in detailed deliverables where applicable) on an as and when required basis.

Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
1.	<u>Work Package 1: Migrate all data in Informix to Oracle</u> <ul style="list-style-type: none">• Conduct an audit (fact finding exercise) on all databases and applications of the CIPC to determine differences between current Informix and Oracle schemas.• Draft and present a detailed migration plan. The plan needs to address mapping from every source database / schema to every target database / schema.• Specify a data migration tool that will be used and / or methodology.• The migration plan must address project phases, exact deliverables, milestones, risks, assumptions, dependencies, resources and roles of resources (e.g. project leads, data/ORDS specialists, etc.)			



Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
2.	<p><u>Work Package 2: Replace or re-develop all applications dependent on Informix to run on Oracle</u></p> <ul style="list-style-type: none"> Conduct an audit (fact finding exercise) on all CIPC applications to determine <ul style="list-style-type: none"> Applications currently running on Informix that can run on Oracle without re-work. Applications that will require a complete or partial rewrite. Applications that can and recommended to be replaced with off-the-shelf solutions. Produce a project plan with phases, critical path, dependencies, deliverables, milestones, resources, risks and assumptions. <p>Note: Replaced and re-developed applications need not to be able to run on Informix anymore for backward compatibility, but dependencies amongst applications need to be taken into account where applicable (should new applications be rolled-out in a phased approach instead of all at once).</p>			

Item	Description of Element	Quantity / Estimated hours	Price (Excl. VAT)	Price (Incl. VAT)
3.	<p><u>Training / Skills Transfer Plan:</u></p> <p>A plan should be presented to address:</p> <ul style="list-style-type: none"> Technical training and skills transfer to CIPC ICT staff where applicable on migrated data and/or developed applications (e.g. APIs and code). User training on developed and/or replaced applications (e.g. functionality of off-the-shelf applications). The migration plan must address project phases, exact deliverables. Milestones, risks, assumptions, dependencies, resources and roles of resources (e.g. project leads, data/ORDS specialists, etc.) 			
	TOTAL			

The suppliers must break down payment as per deliverable on the project plan. Reports are to be developed and presented per deliverable, e.g.

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



TOTAL FOR A PERIOD OF 36 MONTHS (Ceiling price to be carried over to SBD 3.3 and form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes) **INDICATE IF FIRM /NOT FIRM FOR THE DURATION WITH REASONS**

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

IMPORTANT:

- ❖ **BIDDERS TO NOTE THE CLAUSE IN SBD 3.3 ABOUT PRICE AND ENSURE COMPLIANCE ON PAGE 22 AND PAGE 23 OF THE SBD FORMS**
- ❖ **ALL CONDITIONS OF PRICE FOR EXAMPLE- PRICE FLUCTUATIONS MUST BE CLEARLY INDICATED**
- ❖ **BIDDERS MUST INDICATE IF PRICES FIRM OR NOT FIRM WITH REASONS**
- ❖ **IT IS THE BIDDER'S RESPONSIBILITY TO STATE ALL PRICE ESCALLATIONS/ STATE PRICE CONDITIONS FOR THE DURATION OF THE CONTRACT.**
- ❖ **THE PRICE SUBMITTED MUST BE IN SOUTH AFRICAN RANDS STATING IF THE PRICE IS FIRM OR NOT FIRM FOR THE DURATION OF THE CONTRACT WITH REASONS CLEARLY INDICATED.**

PLEASE NOTE:

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



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8 BRIEFING SESSION

Please note there will be an in-person mandatory briefing session for all prospective bidders to attend at the premises of the CIPC in Sunnyside, Pretoria. During this session a technical panel of the CIPC will outline requirements for a solution. Technical aspects of the requirements of the CIPC for an enterprise search engine will be explained. The panel will address questions from prospective bidders.

<u>COMPULSORY BRIEFING SESSION/SITE VISIT</u>	YES : BIDDERS WHO DO NOT ATTEND WILL BE DISQUALIFIED
<u>DATE:</u>	09 JUNE 2023
<u>TIME</u>	10:00 AM
<u>VENUE</u>	BIG INVESTSA ONE STOP SHOP BOARDROOM CIPC OFFICES BLOCK F, THE DTI CAMPUS, 77 MENTJIES STREET, SUNNYSIDE

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

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 –Email: amooanar@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.

10 DEADLINE FOR SUBMISSION

BIDS OPENING DATE:	24 MAY 2023
COMPULSORY BRIEFING SESSION:	09 JUNE 2023
BIDS CLOSING TIME:	11: 00 AM
BIDS CLOSING DATE:	28 JUNE 2023

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, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICES AND BID DEPOSITED IN THE INCORRECT BID BOX.