

## **ANNEXURE “H”**

### **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 08/2023/2024**

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

**CONTRACT PERIOD: 60 MONTHS**

**BID CLOSING DATE: 26 JULY 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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## **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) Bidders 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 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 17**
- 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 12 AND 17- REQUIREMENTS ON PRICE PROPOSAL **AND ANNEXURE "A"**
- NB: Bidders must also refer to page 12 of 19 of the Terms of reference under Mandatory Requirements**

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

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

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

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

.....  
Signature

.....  
Date

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

## 1. **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 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, 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:

- ✓ Oracle Analytics Cloud,
- ✓ Oracle Data Catalog,
- ✓ Oracle Data Integration,

Figure 1 depicts the main steps to register, maintain and deregister an entity. Each step/process has its own data requirements. The scope of work entails the supply, installation, configuring, migrating and commissioning of (1) Oracle Analytics Cloud, (2) Oracle Data Catalog, (3) Oracle Data Integration for 4 environments (Dev, Test, Pre-Production and Production), as well as a Disaster Recovery (DR) solution in the event of an outage.

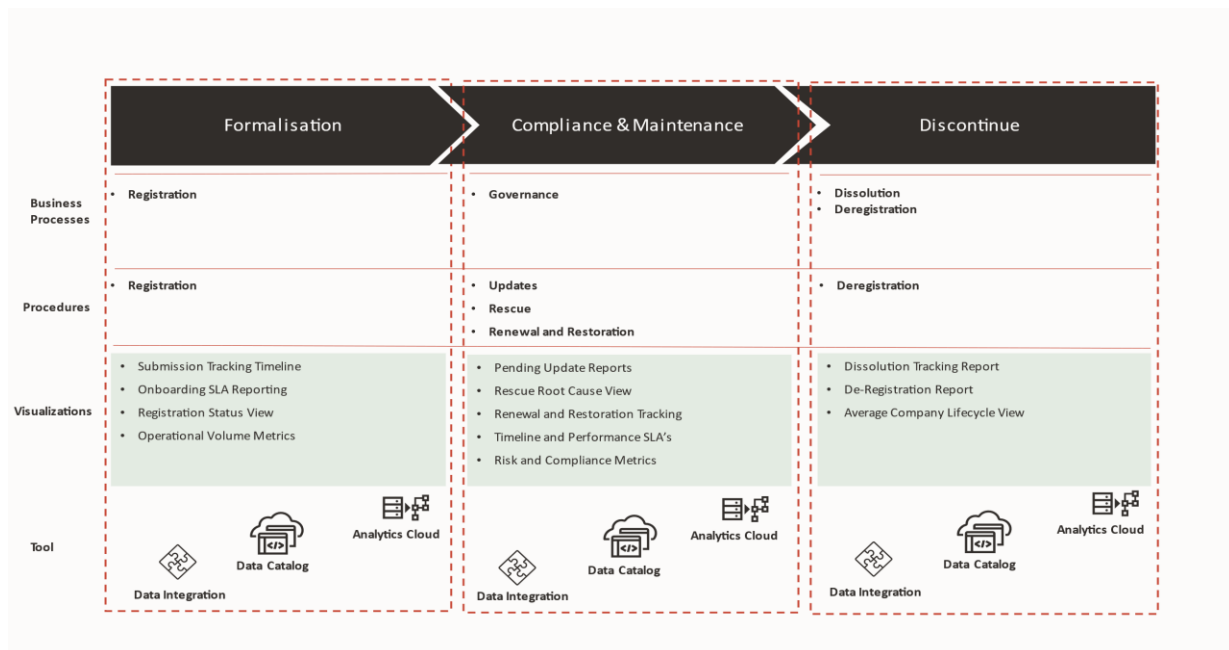


Fig.1

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

Our user-base roles comprise of an estimated:



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

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.

#### **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);
- Installation costs;
- Maintenance and Technical Support costs;
- Licensing costs;
- Technical and 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.**

#### 4. **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](http://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.

## 5. 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).

### 12.1 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. 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 <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	NB: Pricing Schedule:  Compliance to <a href="#">ANNEXURE A: PAGE 16 AND 17</a>  REFER TO PAGE 5 TO 6 and 18 <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1:</b> (Invitation for Bids). <i>The Total Bid Amount (<b>CEILING AMOUNT</b>) will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</i> <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a></li> </ul>
9	IMPORTANT: <b>SUBMISSION OF USB</b>  REFER TO PAGE 5 OF 20		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> <li>All documents to be signed and bidders initial each page</li> </ol> <a href="#">FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</a>
10.	<ul style="list-style-type: none"> <li>Bidders shall submit an Oracle Partner or Accreditation Letter.</li> <li><b>letter from the OEM Certification/Partner:</b></li> <li>The bidders must provide a letter from Solution Vendor which indicates that they are accredited to implement, supply and support the proposed solution</li> <li>In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation.</li> </ul> <a href="#">FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</a>		<ul style="list-style-type: none"> <li><b>The letter or a testimonial must be submitted in order to proceed to the next phase</b> (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached.</li> <li>All bidders are required to comply with this requirement.</li> <li><b>Should there be no letter/ testimonial /certification etc attached for each solution the bid will immediately be disqualified.</b></li> <li>The letter/ testimonial /certification must be signed dated by authorized representative</li> <li>It should state expiry date or validity</li> </ul> <a href="#">FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</a>

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

## **PHASE 2: 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 Oracle Analytics Cloud, Oracle Data Catalog and Oracle Data Integration, detailing clear activities initiated and completed, to showcase your knowledge and experience within this domain.</p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score 1</b> = no project plan submitted:</li> <li><b>Score 2</b> =, project plan not meeting the above</li> <li><b>Score 3</b> = project plan meeting above criteria, covering minimum requirements stipulated above.</li> <li><b>Score 4</b> = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated</li> <li><b>Score 5</b> = detailed plan exceeding above criteria with detailed samples, templates, tools used in the past projects indicated with additional reporting/feedback.</li> </ol>						10	
2.	<p>Experience of technicians to be assigned to the CIPC for the Supply, Install, Configure, Migrate, Commission of Oracle Analytics Cloud, Oracle Data Catalog and Oracle Data Integration. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p><b>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.</b></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score =1</b> - No CV's submitted</li> <li><b>Score = 2</b> - One CV submitted, in the proposed solution, less than 3 years experience</li> <li><b>Score =3</b> - Two CV's submitted in the proposed solution with 3 years experience</li> <li><b>Score = 4</b> - Three CV's submitted in the proposed solution with 4 years experience</li> <li><b>Score = 5</b> - Four CV's submitted in the proposed solution with 5 or more years experience</li> </ol>						30	

No	EVALUATION CRITERIA	Rating					Weight %	Total
		1	2	3	4	5		
3.	<p>Company's demonstrated 5 year's experience in the Supply, Install, Configure, Migrate, and Commission of Oracle Analytics Cloud, Oracle Data Catalog and Oracle Data Integration.</p> <p><i>(Provide a minimum of two signed reference letters on official letter heads with contactable references from clients).</i></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score =1</b> - No Reference Letters</li> <li><b>Score =2</b> - One Reference Letters with less than 5 year's experience</li> <li><b>Score =3</b> - Two Reference Letters with 5 year's experience</li> <li><b>Score =4</b> - Three Reference Letters with 6 to 8 year's experience</li> <li><b>Score =5</b> - Four Reference Letters with greater than 8 year's experience</li> </ol>						40	
4.	<p>OEM's certifications of technicians to be assigned to the CIPC for the Supply, Install, Configure, Migrate, Commission of Oracle Analytics Cloud, Oracle Data Catalog and Oracle Data Integration. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p><i><b>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.</b></i></p> <p><u><b>Ratings to be awarded as follows:</b></u></p> <ol style="list-style-type: none"> <li><b>Score =1</b> - No CV's submitted or CVs submitted with no OEM certifications</li> <li><b>Score =2</b> – One CV submitted, with 1 OEM certifications in the proposed solution</li> <li><b>Score =3</b> – Two CV's submitted with 2 OEM certifications in the proposed solution</li> <li><b>Score =4</b> – Three CV's submitted with 3 OEM certifications in the proposed solution</li> <li><b>Score =5</b> – Four or more CV's submitted with 4 or more OEM certifications in the proposed solution</li> </ol>						20	
<b>Total</b>							<b>100</b>	

Due to the critical nature of this solution, the tender will be closed only to Oracle Partners and/or existing CIPC Oracle Partner/s due to data sensitivity, skills levels as well as the support that is required for installation, configuration, commissioning, training and support.

**Note:**

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

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

**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).

**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
<b>Total</b>	<b>100</b>

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

**13 BRIEFING SESSION**

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

<b><u>COMPULSORY</u></b> <b>BRIEFING SESSION/SITE VISIT</b>	<b>NONE</b>
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## 14 **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](mailto:Nmaqhula@cipc.co.za) OR [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za)

### B. **Technical Enquiries**

Mr. Anand Moopanar: E-mail: [amooanar@cipc.co.za](mailto:amooanar@cipc.co.za)  
**OR**  
Mr Sphiwe Mbatha: E-mail: [sndhlovu@cipc.co.za](mailto:sndhlovu@cipc.co.za)  
**OR**  
Mr. Daniel Nyathi: E-mail: [dnyathi@cipc.co.za](mailto:dnyathi@cipc.co.za)

## 15 **DEADLINE FOR SUBMISSION**

**BIDS OPENING DATE: 27 JUNE 2023**  
**BIDS CLOSING TIME: 11H00AM**  
**BIDS CLOSING DATE: 26 JULY 2023**

**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 BOX.**



## **16 ANNEXURE “A”: PRICING SCHEDULE: (MUST BE PRINTED AND SUBMITTED IN A SEPARATE SEALED ENVELOP TOGETHER WITH SBD 3)**

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);
- ✓ Installation costs;
- ✓ Maintenance and Technical Support costs;
- ✓ Licensing costs;
- ✓ Technical and User Training costs.

**Contract Duration: 60 Months**

***III. 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***

***IV. 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**

**16.1 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. SBD FORM 1: INVITATION TO BIDS
3. A BIDDER **MUST** ATTACH **PRICE BREAKDOWN IN THE BIDDER'S COMPANY LETTERHEAD STATING UNIT COSTS AS WELL AS THE TOTAL BID PRICE INCLUSIVE OF ALL FOR THE DURATION OF THE CONTRACT**
4. BIDDER'S TO COMPLY WITH ALL CONDITIONS BELOW AS WELL AS THOSE ON PAGE 6 OF 19 AND PAGE WITH REGARDS TO PRICE

The costing should be based on all requirements of the terms of reference for a period 60 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 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.**

The proposed price must include estimated rate per specialized personnel (rate per hour) including equipment and all other related costs.

**NB: Please ensure that in your pricing the following are included (All Software Licensing Components, Functional and Technical Support, Maintenance and Resources, Technical and End-User Training, etc.) and all prices include Value Added Tax (VAT)**

**TABLE 1: (FORMAT FOR PRICE QUOTATION):**

DESCRIPTION	Price	VAT	TOTAL
	R	R	R
	R	R	R
	R	R	R
	R	R	R
<b>TOTAL</b>	<b>R</b>	<b>R</b>	<b>R</b>

	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027	Total Costs
<b>TOTAL ANNUAL PRICE</b>	R	R	R	R	R	

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

**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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