



Companies and Intellectual
Property Commission
a member of the **dtic** group

ANNEXURE: “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 13-2024-2025

DESCRIPTION: INVITATION TO BIDDERS TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MIGRATE ALL CIPCs INFORMIX DATABASES TO ORACLE

CONTRACT PERIOD: THIRTY (36) MONTHS

BID CLOSING DATE: 24 JANUARY 2025

NOTE: COMPULSORY BRIEFING SESSION

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**”.**

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 One hundred and twenty days (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) **Open each folder prior submission to ensure that documents are saved and are properly opening and working**
- f) **BIDDERS TO VERIFY IF DOCUMENTS ARE SUCCESSFULLY LOADED IN THEIR USB'S**
- g) **USB'S WITH NO DOCUMENTS INCLUDED WILL BE DISQUALIFIED AS ONLY USB'S ARE USED FOR EVALUATION PURPOSES**
- h) The **USB** must contain the **exact** documents/ information submitted in the original copy for record keeping
- i) Bidders to ensure that the information is properly saved in the USB prior submitting to CIPC and that there are **no missing pages, USB sticks opens, readable, and contain no blank pages, documents, or folders**. *Ensure that each folder created is numbered or documents placed in numbering order, avoid clustering folders with a lot of documents rather create separate folders*
- j) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- k) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- l) All pages must be signed; numbered and initial as per the Original copy
- m) The USB must be submitted in **PDF format ONLY** and must be **read ONLY; NO Passwords Protection**
- n) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**
- o) **Bidders to ensure that USB 's are not password protected**
- p) **IT IS THE BIDDERS RESPONSIBILITY TO VERIFY IF THE USB IS WORKING BEFORE SUBMISSION**
- q) **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 submit a separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelope 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 19 AND 20**
- 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 14**
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

NB: Bidders must also refer to page 15 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

1. **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..

2. **PURPOSE**

The purpose of this document is to outline the terms of reference (TOR) for the invitation of service providers to submit proposals to facilitate the complete migration of business data from Informix to Oracle for the CIPC

3. **BACKGROUND**

The CIPC has 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 in-house developed web applications facilitating a number of customer-facing business processes:

- eServices
- BizPortal

Some business processes (primarily back-end) have been automated in K2 and Computron. The CIPC also uses ERMS (Enterprise Resource Management System), has a mobile application, and a SST (Self Service Terminal Biometrics) application.

The CIPC intends to replace legacy off-the-shelve applications currently running on Informix and to migrate Informix data of in-house developed business applications to Oracle. Before Informix can be decommissioned, exact mirroring of data needs to be established. Service providers only need to bid on data migration and not on replacing or changing any applications.

4. **SCOPE**

The CIPC requires all Informix data to be migrated to Oracle. **The CIPC conducted a proof of concept using Oracle Goldengate that was unsuccessful.** CIPC is requesting service providers to conduct a data migration project including providing a data migration / ETL (Extract, Transfer Load) tool with both batch and real time streaming capabilities, and to conduct the migration on behalf of CIPC.

Bids must address the following critical aspects:

Note: Refer to features of migration tool as listed in paragraph 7 where applicable

Assessment and Planning

- Detailed assessment of the current Informix environment.
- Development of a comprehensive migration strategy and timeline.
- Risk assessment and mitigation planning.

Data Migration

- Schema mapping from Informix to Oracle.
- Data extraction from Informix databases.
- Data transformation to match Oracle's requirements.
- Data loading into Oracle databases.
- Data validation to ensure accuracy and integrity.

Application Migration

- Conversion of application SQL code from Informix-specific SQL to Oracle PL/SQL.
- Testing of applications to ensure compatibility with Oracle.

Performance Tuning

- Optimization of database performance, including query tuning and indexing.
- Implementation of monitoring tools to track performance.

Training and Support

- Training for database administrators and developers on Oracle database management.
- Ongoing support during and after the migration.

Documentation

- Documentation of the migration process and steps taken.
- Updating operational procedures to reflect the new Oracle environment.

Post-Migration Activities

- Go-live support to ensure a smooth transition.
- Post-migration review to assess the success of the migration.

In addition:

- The tool must be licensed and installed to run on-premises on CIPC infrastructure.
- The service provider will be required to mirror all database tables currently in Informix to Oracle. Some tables are already mirrored in Oracle and others will have to be created. (See information below on current Informix and Oracle databases).
- Individual batch ETLs need to be written for migration of all data from every schema in Informix to its corresponding Oracle schema.
- Individual batch ETLs need to be written for migration from Oracle back to Informix catering for all data in every individual Oracle schema back to its corresponding Informix schema to enable 2-way data transfer. There may be scenarios where CIPC want to write Oracle data in bulk back to Informix before the final decommissioning of Informix.
- Real time streaming ETLs need to be written for 2-way data syncing between Informix and Oracle – if updates or inserts are done one 1 side, the other needs to be kept in sync. This will be application dependant and specific ETLs will be identified during the fact-finding stage of the migration.
- Conversion of SQL stored procedures must be included, but no code changes will be required for the following development tools used by CIPC:
 - C# for in-house developed portals
 - VB 6.0 for legacy applications
 - K2 for workflow development

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.

5. OUT OF SCOPE

- Migration of any existing Microsoft SQL databases.
- Changes to in-housed developed applications (developed in C#, Visual Basic & K2).
- Replacement of off-the-shelve/customized applications (e.g. Computron, ERMS, Verity).

6. CURRENT CIPC DATABASES (Informix & Oracle)

At the time of drafting this document CIPC had 1 Informix database and 2 Oracle databases. Multiple schemas both in Informix and Oracle cater for various applications. Please refer to details below:

Informix

1.	Database name	Sacro
	Total size	1 264 GB
	Free size	1 737 GB
	Trigger count	63
	View count	47
	Procedure count	64
	Number of tables	671
	Number of indexes	1 366



Oracle

1.	Database name	eservp
	Total size	1 963 GB
	Free size	368 GB
	Lobsegment	1 634 GB
	Total table size	432 GB
	Total index size	86 GB
	View count	8254
	Trigger count	787
	Procedure count	1 424
	Number of tables	1 428
	Number of indexes	3 528
2.	Database name	stgp
	Total size	55 GB
	Free size	1 TB
	Lobsegment	1.2 GB
	Total table size	41 GB
	Total index size	12 GB
	View count	7611
	Trigger count	138
	Procedure count	40
	Number of tables	267
	Number of indexes	1 057

7. MIGRATION TOOL

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

- Migrate the 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.
- 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.

NB: The tool has to be compatible with the specific versions of Informix and Oracle as mentioned in this document.

8. DELIVERABLE-BASED PRICING STRUCTURE

The service provider must provide costing based on the 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).

Note: Don't mention actual amounts on the table below but provide a breakdown based on estimated percentage of total costs.

The table below is meant for evaluation purposes. Price should be stated in Annexure "A"(page19)

Item	Description of Element	Estimated percentage of total cost (Don't mention actual amounts)
1.	<u>Migration Assessment / Planning (Technical)</u> <ul style="list-style-type: none"> Conduct an audit (fact finding exercise) on all business database schemas of the CIPC to determine differences between current Informix and Oracle schemas. Draft and present a detailed technical migration plan. The plan needs to address mapping from source database / schema to every target database / schema, strategy and risks Security aspects with regards to the CIPC environment should be taken into account. <p><u>Please note:</u> The detailed migration plan is not expected as part of the initial bid but will be the outcome of fact finding once the service provider started with the project.</p>	
2.	<u>Data Migration</u> <ul style="list-style-type: none"> Execution of migration plan (batch ETLs & streaming ETLs implemented) and data successfully mirrored (Schema mapping, data extraction, transformation, loading, validation) Conversion of SQL stored procedures code should be part of the migration plan. 	
3.	<u>Training / Skills Transfer</u> A plan should be presented to address how the CIPC can expect the following will be conducted: <ul style="list-style-type: none"> On-the-job technical training and skills transfer to CIPC ICT staff on migrated data and ETLs where applicable. Documentation on migration process and operations. 	
4.	<u>Maintenance & Support</u> A plan should be presented to address how the CIPC can expect the following will be conducted: <ul style="list-style-type: none"> Maintenance and support fees for the whole contract. Maintenance and support should include database maintenance and monitoring. Downtime management. 	

9. 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.

Please Note: *Support may be provided online (where applicable), but CIPC may also require on-site support depending on circumstances, meaning resource(s) providing support need to be available within the province of Gauteng in South Africa.*

10. 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 or delegated to a relevant senior manager within BISG.

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

11. COSTING

REFER AND COMPLETE ANNEXURE "A" PAGE 19 AND 20

- Pricing is to be structured as in annexure A, but the actual payment plan (e.g. delivery based and/or at intervals) will be determined when an SLA (Service Level Agreement) is drafted after award of the tender.

THE FOLLOWING DOCUMENTS TO BE ATTACHED

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

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

12. WORKING CONDITIONS

a. PROPRIETARY RIGHTS

The proprietary rights with regards 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.

b. 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, trademarks or other protected rights on any software or related data used by the Service Provider.

c. 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 always follow the security measures and obey the rules as set by the CIPC.

d. 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 believe 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 bear all the costs related to these changes.

e. 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.

f. 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



13. **SPECIAL CONDITIONS**

- i. 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 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
- xxi. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.
- xxii. Appointment will be subject to positive security screening results by the State Security Agency.
- xxiii. The Supervisor and the Security Officers must be mentally and physically fit for the execution of their duties.
- xxiv. Supervisor and the security officers must sign a declaration that they will refrain from any action/conduct which might be detrimental to the department.
- xxv. The supervisor and the security officers are prohibited from unauthorized handling, reading or removal of documents in the departmental records.
- xxvi. No state information may be furnished/ communicated to the public or news media by the security service provider or any of their employees.
- xxvii. The state reserves the right to screen/vet security personnel in the employ of the security provider to the relevant level, and to verify their registration status with Private Security Industry Regulatory Authority (PSIRA) before they are employed in the CIPC.
- xxviii. Record all security related incidents/occurrences in relevant registers.
- xxix. Security officers must be inspected at least once per shift; day and night (weekends and public holidays included) by the security service provider representative and keep records of such visits.
- xxx. The service provider must ensure that there is no interruption of services due to manpower shortage as a result of the security guard being on leave (Annual, sick, etc.).
- xxxi. All possible steps shall be taken by the contract to ensure full execution of this agreement.
- xxxii. To know the minimum wages paid to Security Personnel by the Service Provide.

14. 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 3 phases:

- Phase 1: Compliance to minimum requirements
- Phase 2: Functional Evaluation
- Phase 3: Functional Evaluation

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 a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
5.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
6.	BIDDERS TO SUBMIT VALID AND COMPLIANT B-BBEE Certificate (Compulsory). FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID		VALID AND COMPLIANT B-BBEE Certificate (Compulsory) FAILURE TO SUBMIT WILL IMMEDIATELY DISQUALIFY YOUR BID
7.	Registration on Central Supplier Database (CSD) Compulsory Note: Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report.. The B-BBEE Certificate is the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.		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
8.	NB: Pricing Schedule: Compliance to PAGE 19- ANNEXURE "A" REFER TO PAGE 4 TO 5 and 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 BIDDERS TO READ AND UNDERSTAND THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>		<ol style="list-style-type: none"> 1. Bidders must submit a USB with their proposal- 1 copy of the original document 2. USB to be submitted in pdf format and to be read only 3. All documents to be signed and bidders initial each page 4. Bidders must check that USB sticks open, are readable, and contain no blank pages, documents, or folders. Ensure that each folder created is numbered, and avoid clustering folders with many documents rather create separate folders. 5. No password protected USB allowed. Do not submit CDS 6. Bidders will be disqualified should the requirements mentioned on page 3 and 6 not complied with. <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10.	BIDDERS TO INDICATE IF THEY READ AND UNDERSTOOD THE CONDITIONS STATED IN PAGE 3 TO PAGE 5 OF THIS TOR		<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.

PHASE 2: FUNCTIONAL EVALUATION AND COMPLIANCE TO SPECIFICATION

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:

Cr.No	FUNCTIONALITY EVALUATION CRITERIA	RATING					WEIGHT	TOTAL SCORE
		1	2	3	4	5		
1.	<p><u>EXPERIENCE AND EXPERTISE</u></p> <ul style="list-style-type: none"> Demonstrate past experience and expertise in handling similar data migration projects, (preferably from Informix to Oracle or other competing technologies). Vendors should provide detailed case studies and references that demonstrate their successful track record. Provide CVs of team members including qualifications, relevant certifications and technical skills. Provide number of years in relevant experience for every team member. <p><u>Ratings to be awarded as follows:</u></p> <p>(Based on average experience of the team as well as the quality of case studies/track record of previous projects)</p> <ol style="list-style-type: none"> Score 1 = Little to no relevant experience with similar data migration projects. Team lacks necessary qualifications and certifications. Score 2 = Some experience with data migration projects, but limited relevance to Informix to Oracle migrations. Team has basic qualifications. Score 3 = Adequate experience with similar projects and a qualified team. Some successful Informix to Oracle migrations Score 4 = Strong experience with multiple relevant projects. Team has advanced qualifications and certifications. Score 5 = Extensive experience with numerous successful Informix to Oracle migrations. Highly qualified and c 		25					
2	<p><u>MIGRATION APPROACH</u></p> <p>Outline a detailed strategy that includes clear</p> <ul style="list-style-type: none"> phases, timelines, and milestones. <p>The plan should address risk management, data validation, and testing procedures to ensure data integrity and minimal downtime. A well-structured and thorough migration approach indicates the bidder's ability to execute the project efficiently and effectively.</p> <p>Note: Evaluation will take into account how the approach addressed the defined scope (par 4), tool features (par 7) and deliverable-based pricing breakdown (par 8)- page 10.</p>		50					



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<u>Ratings to be awarded as follows:</u>							
1. Score 1 = Vague or incomplete migration plan. Lacks clear phases, timelines, and risk management strategies.							
2. Score 2 = Basic migration plan with some details, but lacks depth and comprehensive risk management.							
3. Score 3 = Detailed migration plan with clear phases, timelines, and basic risk management strategies.							
4. Score 4 = Comprehensive migration plan with well-defined phases, timelines, and robust risk management strategies.							
5. Score 5 = Highly detailed and innovative migration plan with clear phases, timelines, and extensive risk management strategies.							
3	<u>COMPANY COMPETENCY TESTIMONIALS</u> Provide a minimum of three (3) signed letters on official company letterheads from contactable references (jurisdictions / regulators/private entities that you have delivered this type of service: <u>Ratings to be awarded as follows:</u> 1. Score 1 = Average experience of team less than or equal to 2 years. 2. Score 2 = Average experience of team greater than 2 years, but not more than 3 years 3. Score 3 = Average experience of team greater than 3 years, but not more than 6 years. 4. Score 4 = Average experience of team greater than 6 years, but not more than 8 years. 5. Score 5 = Average experience of team greater than 8 years		25				
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**

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

1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. **Note: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate is used as our primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.**
2. 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>Important the CSD will be used as our primary verification documents</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>Important the CSD will be used as our primary verification documents</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>Important the CSD will be used as our primary verification documents</p>	2

3. **Important: Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. The B-BBEE Certificate the primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.**
 - Provide fixed price quotation for the duration of the contract
 - Cost must be VAT inclusive and quoted in South African Rand
 - Costing should be aligned with the project activities / project phases

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



15. ANNEXURE ("A"): BID PRICING SCHEDULE

PAGES 19 AND 20 TO BE INCLUDED IN THE PRICE FOLDER AS WELL AS IN THE SEALED PRICE ENVELOP TOGETHER WITH ALL OTHER PRICE DOCUMENTS AS LISTED BELOW

TABLE 1:

No	PRICING INSTRUCTIONS: BIDDERS TO COMPLY WITH ALL REQUIREMENTS
1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: 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.	Applicability of Quoted Prices: <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 Bidders to note that price validity is one hundred and twenty days (120) days
4.	Total Bid Cost: 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
6.	Bid Price Calculation: Bidders to note that estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
7.	Applicable SBD Document to be included in the USB as well as sealed Pricing envelop 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

NOTE:

The service provider must provide costing based on the 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).

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

Please Note: Support may be provided online (where applicable), but CIPC may also require on-site support depending on circumstances, meaning resource(s) providing support need to be available within the province of Gauteng in South Africa

TABLE 2:

No	Description	Quantity / Estimated hours	Year 1	Year 2	Year 3
1.	<u>Migration Assessment / Planning (Technical)</u> <ul style="list-style-type: none"> Conduct an audit (fact finding exercise) on all business database schemas of the CIPC to determine differences between current Informix and Oracle schemas. Draft and present a detailed technical migration plan. The plan needs to address mapping from source database / schema to every target database / schema, strategy and risks Security aspects with regards to the CIPC environment should be taken into account. <p>Please note: The detailed migration plan is not expected as part of the initial bid but will be the outcome of fact finding once the service provider started with the project.</p>	R	R	R	R
2.	<u>Data Migration</u> <ul style="list-style-type: none"> Execution of migration plan (batch ETLs & streaming ETLs implemented) and data successfully mirrored (Schema mapping, data extraction, transformation, loading, validation) Conversion of SQL stored procedures code should be part of the migration plan. 	R	R	R	R
3.	<u>Training / Skills Transfer</u> <p>A plan should be presented to address how the CIPC can expect the following will be conducted:</p> <ul style="list-style-type: none"> Technical training and skills transfer to CIPC ICT staff on migrated data and ETLs where applicable. Documentation on migration process and operations. 	R	R	R	R
4.	<u>Maintenance & Support</u> <p>A plan should be presented to address how the CIPC can expect the following will be conducted:</p> <ul style="list-style-type: none"> Maintenance and support fees for the whole contract. Maintenance and support should include database maintenance and monitoring. Downtime management. 	R	R	R	R
5.	<u>Other – please specify</u> Please provide full details of the item	R	R	R	R
	Total annual cost excluding VAT	R	R	R	
	VAT	R	R	R	
	TOTAL COST	R	R	R	

TOTAL FOR PERIOD OF 36 Months (Ceiling price to be carried over to SBD 3.3 and SBD form 1 for the duration of the contract. the total bid price will be used for price evaluation purposes)	Price VAT excl.	
	VAT amount	
	TOTAL	

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



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21. BRIEFING SESSION

PLEASE NOTE THAT THERE IS A **COMPULSORY** BRIEFING SESSION SCHEDULED FOR THIS.

COMPULSORY	BRIEFING SESSION
DATE:	06 DECEMBER 2024
TIME	11:00 AM
VENUE	BLOCK D-D0G-DG18 ,; "THE DTI" CAMPUS, 77 MEINTJIES STREET, SUNNYSIDE PRETORIA.
<u>MANDATORY IN-PERSON BRIEFING SESSION AT THE CIPC OFFICE</u>	
DURING THIS SESSION A TECHNICAL PANEL OF THE CIPC WILL OUTLINE THE SCOPE OF THE PROJECT. TECHNICAL ASPECTS OF THE DATABASES, APPLICATIONS AND ENVIRONMENT OF THE CIPC WILL BE EXPLAINED. THE PANEL WILL ADDRESS QUESTIONS FROM PROSPECTIVE BIDDERS.	
<u>IMPORTANT NOTE TO BIDDERS:-</u>	<u>THIS IS A COMPULSORY BRIEFING SESSION , FAILURE TO ATTEND IMMEDIATELY DISQUALIFIES YOUR BID</u>

22. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, the DTI campus, Block F.

Proposals should be addressed to:

Manager (Supply Chain Management)

Companies and Intellectual Property Registration Office

Block F, the dtic Campus, 77 Meintjies Street,

Sunnyside

PRETORIA

23. ENQUIRIES

A. Supply Chain Enquiries

Ms Ntombi Maqhula OR Mr Solomon Motshweni

Contact No: (012) 394 3971 /45344

E-mail: Nmaghula@cipc.co.za OR SMotshweni@cipc.co.za

B. Technical Enquiries

Mr Anand Moopanaar– Email: Amoopanaar@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.

24. DEADLINE FOR SUBMISSION

BIDS OPENING DATE: 21 NOVEMBER 2024

BIDS CLOSING TIME: 11: 00 AM

COMPULSORY BRIEFING SESSION: 06 DECEMBER 2024

BIDS CLOSING DATE: 24 JANUARY 2025

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