

ANNEXURE “H”

TERMS OF REFERENCE (“TOR”)

CIPC BID NUMBER: 19/2021/2022

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO PROVIDE
ONSITE/REMOTE MAINTENANCE AND SUPPORT FOR
CIPC DATABASES.**

CONTRACT PERIOD: TWENTY FOUR (24) MONTHS.

BID CLOSING DATE: 25 FEBRUARY 2022

**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”.
NB: COVID -19 REGULATIONS TO BE ADHERED TO**

Table of Content

CONTENTS

1. INTRODUCTION	7
2. BACKGROUND	7
3. SCOPE OF WORK AND OBJECTIVE	7
3. DURATION OF CONTRACT	9
4. COMPETENCY AND EXPERTISE REQUIREMENTS.....	9
5. REPORTING	10
6. WORKING CONDITIONS	10
7. COSTING	Error! Bookmark not defined.
4. Evaluation Criteria.....	Error! Bookmark not defined.
Phase 2: Functional evaluation	Error! Bookmark not defined.
5. SUBMISSION OF PROPOSALS	Error! Bookmark not defined.
5. Enquiries	Error! Bookmark not defined.

1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)

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

keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.

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

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

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
- v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
- vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**
Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
- viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

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

INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS

SUBMISSION OF ORIGINAL HARD COPY

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

SUBMISSION OF USB

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders;**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY**
- k) **BIDDERS TO ENSURE THAT USB'S ARE WORKING PRIOR SUBMISSION**

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")**
- d) **The total Price (Ceiling price)** must be carried over to **BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids)**.
- 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
 - ❖ SBD1 - INVITATION TO BIDS
 - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE
 - ❖ BIDDERS TO REFER TO ANNEXURE A PAGE 15 REQUIREMENTS ON PRICE PROPOSAL

NB: Bidders must also refer to page 11 of 16 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

CIPC's mandate is the registration and maintenance of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. Therefore, CIPC needs to ensure the integrity and efficiency of its processes in order to provide accurate information. **CIPC ICT needs to appoint a service provider for a period of 24 months to install, configure, maintain and support the company's suite of databases (Oracle 12.2.1/19c, Informix 12.10, and SQL 2012 and/or higher).** Contract to commence 1 August 2022.

2 BACKGROUND

ICT is responsible for the installation, configuration, support, backup, security and maintenance of CIPC databases. The CIPC ICT environment has +-650 internal users with business applications operating from 70 servers (mixture of virtual and Physical servers). CIPC business applications are hosted on the HP UNIX 11, Windows Server 2003 -2016, Linux and HyperV operating systems. The applications are supported by the Oracle 12.2.1 &19c, Informix 12.10, and SQL (2012 and/or higher) database technologies.

The current backup solution in use is HP Data protector 9.1, being upgraded to 10. CIPC uses a Quantum Scalar i6000 tape library with a mix of LTO3 and LTO6 tape drives as well as D-2-D backup process. A large percentage of the systems run on the Informix DB, however this is being migrated into Oracle. The CIPC's technology reference model (TRM) is standardised on HP technology.

3 SCOPE OF WORK AND OBJECTIVE

CIPC wishes to appoint a service provider for a period of **24 months** for the onsite/remote maintenance and support of the company's suite of databases i.e. Oracle 12.2.1/19c, Informix 12.10, and SQL (2012 and/or higher) database technologies.

3.1 General Database Scope;

Database Upgrades and future releases

Apply Industry best practices relevant to the CIPC environment.

Patch Application

Disaster Recovery

High Availability

Cloning

Very Large Database (VLDB)

Clustering and Failover

3.2 Oracle Specific Scope;

Oracle SR Management

Oracle Custom Scripts

Oracle Performance Tuning

Oracle Exadata

Oracle Diagnostics

Oracle RAC

Oracle Golden Gate

Oracle OEM

Oracle Vault

Oracle Advanced Security

3.2 Remote DBA Services

Proactive database assessments combined with comprehensive 7×24 monitoring and respond to alerts tuned specifically for specific databases.

3.3 Operating System Installation, Configuration, Maintenance and Support

HP- UX

Linux – for website and other applications

Windows Server 2003 to 2016 (possible n-1)

Patch Application and Management

3.4 Database Tuning Services

Proactive Database Tuning and Optimization to ensure Database Performance

Database, Server and Instance

Storage and I/O

Replication and/or Clustering

Backup and Recovery

SQL resource usage monitoring

3.5 Comprehensive Security

Proposers must ensure that all databases comply with CIPC's security framework and are aligned to applicable security standards.

3.6 In addition the following key projects also require DBA services:

DR Planning/Testing

Exadata and Oracle Implementation

SAN Maintenance

Credentials and access change

Data Cleanup

Reporting

Other (Remediation initiatives, etc.)

Proposals from bidders should include SLA options for different types of offerings e.g. response times for after-hours incident resolution and other services required by CIPC.

CIPC business hours are from 07h30 to 16h30 from Monday to Friday excluding Public holidays. Onsite support should be provided during these times. There will be instances from time to time where DBA services will be required on weekends and public holidays and bidders should make provision for such requirements.

The main CIPC office is situated at **the dtic** Campus, 77 Meintjes Street, Sunnyside.

3. **DURATION OF CONTRACT**

The duration of the contract will be for a maximum period of **24 months**. CIPC reserves the right to terminate the contract for operational reasons subject to a 3-month notice.

Commencement date: 1 August 2022.

4. **COMPETENCY AND EXPERTISE REQUIREMENTS**

The following competencies and expertise are required for this role:

4.1. **Exposure**

The successful bidder must have relevant exposure/certification installing, configuring, maintaining and supporting Oracle, Informix, and SQL databases.

4.2. **Experience**

The successful bidder must have experience each in the maintenance and support of the Oracle, Informix and SQL Databases, reference letters to be submitted.

Experience of resources with a supporting affidavit (CVs) should be produced in this regard for Oracle, Informix and SQL Databases.

The following will be an added advantage:

- Experience in SAN support and maintenance
- Experience in Applications design
- Experience in virtualized environments

4.3. **Qualifications**

As per CV and where applicable any accreditation provided by the OEM (Oracle, Informix and SQL)

Minimum DBA skills and experience:

The DBA will be required to perform critical tasks, for this a broad background is required.

System Analysis & Design skills – The Oracle, Informix and SQL DBA must take an active role in the analysis and design of new database systems. Knowledge of data flow diagrams, data dictionary techniques, CASE tools, Entity-relation modelling and design techniques are required.

Physical Disk Storage skills – Understanding of disk hardware architecture, RAID implementation, cache controllers, and disk load balancing are required of the DBA.

Data Security skills – An understanding of relational database security including role-based security.

Backup and Recovery skills – The backup and recovery methods involve third-party software, the DBA should have experience implementing backup and recovery methods. (Including disaster recovery)

Change Control Management skills – In many cases the DBA will be responsible for implementing change control and insuring that changes to the production database are properly coordinated.

4.4. Soft Skills

The following soft skills are essential:

- Communication
- Report writing
- Relationship management
- Time Management

4.5. Aptitudes/Personality traits

Please provide CVs of your company's technicians who will be assigned to the CIPC account.

5. REPORTING

The contracted bidder's account manager will report to the Senior Manager: ICT Infrastructure or his delegate.

Monthly written reports will be submitted to the Senior Manager:

The progress reports shall contain at least the following:

- Database performance statistics
- Database incidents logged during the reporting period
- Percentage of closed calls during the reporting period
- Percentage outstanding work, where applicable
- Any other relevant or additional reports as may be required

6. WORKING CONDITIONS

6.1 Equipment

- PC, Telephone, and other relevant equipment will be provided by CIPC.

6.2 Proprietary rights

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

6.3 Indemnity / Protection / Safeguard

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

6.4 Government Safety

- The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps are taken to notify the person(s) of this requirement.
- The resource must at all times follow the security measures and obey the rules as set by the organization.

6.5 Quality

- The Senior Manager: Infrastructure Management will subject the quality and standard of service rendered by resources to quality control.
- Should CIPC, through the Senior Manager: Infrastructure Management, be of the opinion that the quality of work is not to the required level, the service provider will be requested to provide other resources. The service provider will carry all the costs related to these changes.

2. COSTING

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 24 (twenty four) month period and to CLEARLY indicate the price.

Prospective bidders **must submit a total price as 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. **The quotation must be for a period of 24 (twenty four) month.**

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.

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

3. SPECIAL CONDITIONS

- i. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter.
- ii. CIPC reserves the right to negotiate with the successful bidder on price.
- iii. The service provider must ensure that their work is confined to the scope as defined.
- iv. Travel between the consultants home, place of work to the **DTIC campus** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- v. Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions is available on the National Treasury website (www.treasury.gov.za)
- vi. No advance payment would be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA.
- vii. The price quoted by the prospective service provider must include Value Added Tax (VAT).
- viii. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
- ix. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
- x. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation.
- xi. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
- xii. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become .The property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
- xiii. The service provider will be required to sign a service level agreement with CIPC prior to the commencement of the contract.
- xiv. As the commencement of this contract is of critical importance, it is imperative that the prospective contractor is available immediately. Failing to commence with this contract immediately from date of notification by CIPC would invalidate the prospective service provider's proposal.
- xv. CIPC reserves the right not to make this appointment.

4. 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).

4.1. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Presentation and Interviews (by persons who will form part of the resource pool)

Phase 4: 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: Oracle**

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit Tax Clearance Certificate (TCC) PIN b) The TCS PIN will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD)		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za/ to obtain your Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER
8.	NB: Pricing Schedule: Compliance to Annexure A PAGE 15 REFER TO PAGE 6 and 17 OF 16		<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). 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) <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
9	IMPORTANT: SUBMISSION OF USB REFER TO PAGE 5 OF 16		<ol style="list-style-type: none"> Bidders must submit a USB with their proposal- 1 copy of the original document USB to be submitted in pdf format and to be read only All documents to be signed and bidders initial each page <u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u>
10.	Bidders shall submit a letter from the OEM Certification/Partner: Oracle In the event that the bidder is the owner of the proposed Product/Solution/Systems/Technology, a letter must be attached for confirmation. FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED		<ul style="list-style-type: none"> The letter or a testimonial must be submitted in order to proceed to the next phase (phase 2). Bidders to ensure that a letter/ testimonial /certification etc. addressing this requirement is attached. All bidders are required to comply with this requirement. Should there be no letter/ testimonial /certification etc attached the bid will immediately be disqualified. The letter/ testimonial /certification must be signed dated by authorized representative It should state expiry date or validity <u>FAILURE TO SUBMIT WILL RENDER YOUR BID BEING DISQUALIFIED</u>

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

4.2. 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:

No.	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Demonstrated 5 years' experience in Informix Database support and maintenance (Provide a minimum of three reference letters with contactable references from organizations) <u>Ratings to be awarded as follows:</u> 1 – No Reference Letters 2 – Two Reference Letters with less than 5 years' experience 3 – Three Reference Letters with 5 years' experience 4 – Four Reference Letters with 5 to 10 years' experience 5 – Five Reference Letters with greater than 10 years' experience						15	
2.	Demonstrated 6 years' experience in Oracle Database support and maintenance (Provide a minimum of three reference letters with contactable references from organisations) <u>Ratings to be awarded as follows:</u> 1 – No Reference Letters 2 – Two Reference Letters with less than 6 years' experience 3 – Three Reference Letters with 6 years' experience 4 – Four Reference Letters with 5 to 10 years' experience 5 – Five Reference Letters with greater than 10 years' experience						40	
3.	Demonstrated 4 years' experience in SQL Database support (Provide a minimum of three reference letters with contactable references from organisations) <u>Ratings to be awarded as follows:</u> 1 – No Reference Letters 2 – Two Reference Letters with less than 4 years' experience 3 – Three Reference Letters with 4 years' experience 4 – Four Reference Letters with 5 to 10 years' experience 5 – Five Reference Letters with greater than 10 years' experience						15	
4.	Expertise/ Experience/qualifications of technicians to be assigned to the CIPC contract. (CVs detailing competency of all personnel to be assigned to CIPC for all required services for the listed Database types). <u>Ratings to be awarded as follows:</u> 1 – No CV's submitted, no certifications, less than two years' experience 2 – Two CV's submitted, 2 or less certifications DB's (Oracle, SQL, Informix), less than 5 years' experience. 3 – Three CV's submitted with 3 certifications for DB's (Oracle, SQL, Informix), with 5 years' experience. 4 – Four CV's submitted with 3 certifications for DB's (Oracle, SQL, Informix), with greater than 5 years' experience. 5 – Four CV's submitted with 3 certifications for DB's (Oracle, SQL, Informix), with greater than 8 years' experience.						30	
	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 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY

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
Total	100

- 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

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

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

5. BRIEFING SESSION

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

BRIEFING SESSION/ SITE VISITS	NOT APPLICABLE
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6. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Meintjies Street, Sunnyside, **the DTIC** campus, Block F.

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

7. ENQUIRIES

A. Supply Chain Enquiries

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

B. Technical Enquiries

Mr Anand Moopanar
E-mail: amoopanar@cipc.co.za

8. BID DETAILS

BIDS OPENING DATE: 25 JANUARY 2022
BIDS CLOSING TIME: 11: 00 AM
BIDS CLOSING DATE: 25 FEBRUARY 2022

PLEASE NOTE: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.

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

NB: COVID -19 REGULATIONS TO BE ADHERED TO