



PUBLIC INVESTMENT  
CORPORATION®

Est. 1911

# PIC011/2019: REQUEST FOR PROPOSAL

**APPOINTMENT OF A SUITABLY QUALIFIED  
BIDDER FOR THE PROVISION OF CISCO  
LICENSE RENEWAL, MAINTENANCE AND  
SUPPORT FOR A PERIOD OF FIVE (5) YEARS**

The Public Investment Corporation (PIC) is a registered Financial Service Provider (FSP) and a public entity, wholly owned by the South African Government. PIC invests funds on behalf of public sector entities. Among the PIC's clients are the Government Employees Fund ("GEPF"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP").

As part of the PIC Strategy, the Information Technology(IT) division has a responsibility to establish business processes that will assist in the protection, securing and monitoring of the organisation technology infrastructure in order to enable the achievement of strategic and operational objectives of the organisation.

As such, this RFP seeks to identify a suitably qualified and experienced service provider to offer a license renewal, support & Maintenance services of PIC CISCO infrastructure for a period of Five years. The selected Bidder will be required to:

- Renew Cisco licenses for AV& VC, Network and Security Equipment, Telephony equipment.
- Technical Support and Maintenance

**A Compulsory Briefing session will be held on 20 November 2019 at 10:00AM, Menlyn Maine Central Square, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2.**

**Note: Attendees must be seated at 10:00AM, no late comers will be allowed.**

Bid documentation will be available on the PIC website,  
[www.pic.gov.za/tenders/adverts/PIC011/2019](http://www.pic.gov.za/tenders/adverts/PIC011/2019) from 11 November 2019.

**Closing date for the bid submission: 12 December 2019, Closing time: 11:00 AM**

**For submission at:**

**Public Investment Corporation SOC Limited**

**Menlyn Maine Central Square, Ground Floor, next to ABSA Bank, 2<sup>nd</sup> Floor**

Corner Aramist Avenue & Corobay Avenue

Waterkloof Glen Extension 2

Enquiries: [tenders@pic.gov.za](mailto:tenders@pic.gov.za)

**BID NO (PIC011/2019): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF CISCO LICENSE RENEWAL FOR TECHNICAL  
MAINTENANCE SUPPORT SERVICES FOR CISCO VIDEO  
CONFERENCE & AUDIO VISUAL, NETWORK SECURITY  
EQUIPMENT AND TELEPHONY EQUIPMENT FOR A PERIOD  
OF FIVE (5) YEARS**

Bid Number : PIC 011/2019  
Closing Date : 12 December 2019  
Closing Time : 11:00 AM  
Place of Submission : Public Investment Corporation SOC Ltd  
Menlyn Main Central Square Corner Aramist Avenue  
and Corobay Avenue Waterkloof Glen Extension 2

**Compulsory Briefing Session: 20 November 2019**

**Briefing Time:** 10:00AM

Menlyn Main Central Square Corner Aramist Avenue and Corobay Avenue Waterkloof Glen  
Extension 2 mentainance

0181

Validity period of bid: 60 days

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## 1 DEFINITIONS AND ABBREVIATIONS

- 1.1. **B-BBEE** means black broad-based economic empowerment;
- 1.2. **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.3. **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.4. **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.5. **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, skill and knowledge in an activity for the execution of a contract;
- 1.6. **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of same by both parties delegated authorities;
- 1.7. **Functionality** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.8. **Management** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;
- 1.9. **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.10. **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid, in this case, being a period of 120 (one hundred and twenty) days;

- 1.11. **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.12. **SANAS** means the South African National Accreditation System;
- 1.13. **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.14. **Information Security means** the state of being protected against the unauthorized use of information, especially electronic data
- 1.15. **IT Systems** means Citrix, UNIX, Network infrastructure, Databases and all other Microsoft systems and applications.
- 1.16. **Cisco** means Networking Infrastructure, PIC internet Security Gateway
- 1.17. **CCIE**, means Cisco Certified Internetwork Expert (certification) is a series of technical certifications for senior networking professionals
- 1.18. **CCDE**, means Cisco Certified Design Expert (CCDE)
- 1.19. **CCAr**, means Cisco Certified Architect

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance. The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF) and Compensation Fund.

Established in 1911, the PIC ranks amongst the best and most successful asset management firms in the world and is by far the biggest in Africa. The PIC runs one of the most diversified portfolios, which is made-up of multiple asset classes. These asset classes include listed equities, real estate, capital market, private equity and impact investing. Through listed investments, the PIC controls over 10% of the Johannesburg Stock Exchange and has direct and indirect exposure to almost all sectors of the South African economy. The corporation has a mandate to invest in the rest of the African continent and beyond. Over and above generating financial returns for clients, through its impact-investing programme, the PIC seeks to generate social returns by investing in projects that ensure inclusive growth. The PIC supports the United Nations' Sustainable Development Goals and considers environmental, social and governance issues in all its investments.

The PIC manages assets exceeding R2trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

## 3 BACKGROUND

- 3.1. During the process of moving PIC offices from 41 Matroosberg Riverwalk Office Park in Menlo Park to a newly built Central Square Menlyn Maine in Pretoria, Information Security and IT Infrastructure Team went out on procurement tender process to procure the services of Cisco Audio-Visual & Video Conference (AV and VC), Network Security equipment and Telephony services.
- 3.2. The (AV and VC) solution implementation was designed to deliver audio-visual and video conference in most of the PIC boardrooms.

- 3.3. The Network and Security maintenance and support network devices was meant to assist PIC with configurations and maintenance support of network and security equipment.
- 3.4. Service Provider is currently appointed as the preferred service provider to assist with the maintenance and support of Network and Security Equipment as well as the Cisco (AV and VC) solution for the period of 3 years, from November 2017 until January 2020.
- 3.5. The licensing of Cisco infrastructure was attained through a service provider when the equipment was newly purchased in 2016. The service provider's technical support and the licenses for network and security infrastructure is due to expire in January 2020.
- 3.6. A different service provider for a period of three (3) years from January 2017 to January 2020 was appointed to supply, maintain and support for Telephony services.
- 3.7. All the three contracts are now coming to an end and needs to be revitalized in order for the continued services to be maintained to provide support to Information Security and IT Infrastructure Team.
- 3.8. As such, this RFP seeks to identify a suitably qualified and experienced Bidder to offer comprehensive technical maintenance and support for the services of
- 3.9. The key benefits that are expected by the PIC from the maintenance and support of Telephony equipment, Cisco Audio Visual and Visual Conference and Network Security equipment include but are not limited to the following:
  - 3.4.1. Enhance productivity. Information Security and IT Infrastructure Team can be able to focus on the other administrative and support services to PIC users, while the Service Provider will be focusing on the more technical support and routine maintenance.
  - 3.4.2. Reduce unexpected downtime. By appointing a service provider Information Security and IT infrastructure Team can have planned and preventative maintenance, to minimize downtime and the impact.
  - 3.4.3. Having the right level of skill set on-board in the event of incident to the Cisco infrastructure and security networking infrastructure.
  - 3.4.4. Reduce operational risk and maximize the value of investment by relying on Service Provider as it relates to critical technical incident.



#### 4 SCOPE OF WORK

This section entails the scope of work for Cisco License renewal, technical maintenance and support of Telephony equipment, Cisco Audio Visual and Visual Conference and Network Security equipment. The maintenance and support services will be for a period of five (5)-years cycle.

##### Cisco Audio Visual & Visual Conference

- Comprehensive technical support and maintenance of Cisco Audio Visual & Visual Conference various equipment across 51 board rooms in the PIC building. The table below indicates various equipment that which requires Cisco license renewal, maintenance and support for Cisco Audio Visual & Visual Conference.

Description	Total
12.5 meter flat grey Ethernet cable for Touch 10	7
2.10 GHz E5-2695 v4/120W 18C/45MB Cache/DDR4 2400MHz	2
2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	4
300GB 12G SAS 10K RPM SFF HDD	18
4 meter flat grey Ethernet cable for Touch 10	7
4-PIN MINI DIN , 0.3 meters for MX700	1
4-PIN MINI DIN , 0.65 meters for MX800	6
770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	6
8 meter flat grey Ethernet cable for Touch 10	11
8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	12
8GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v	8
AC Power Cord - 250V, 10A , India	2
Acceptance of Terms, Standalone VMW License for UCS Servers	2
BE6K UCM 11X Enhanced User Connect Lic - Single Fulfillment	28
Business Edition 6000 v11 Add-on licenses	1
Center Frame Bottom Bracket MX700 and MX800	7

<b>Choose if VCS or for CUCM version 11.x TP-Room License</b>	18
<b>Cisco 12G SAS Modular Raid Controller</b>	3
<b>Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)</b>	2
<b>Cisco 8831 Base/Control Panel for APAC, EMEA, &amp; Australia</b>	28
<b>Cisco 8831 Wired Microphone Kit</b>	28
<b>Cisco Business Edition 6000 - Enhanced User Connect License</b>	28
<b>Cisco Business Edition 6000 - PAK - Single Fulfillment</b>	1
<b>Cisco Business Edition 6000 - Software App Version 10.X 11.X</b>	2
<b>Cisco Business Edition 6000-Electronic SW Delivery-Top Level</b>	1
<b>Cisco Business Edition 6000H Svr (M4), Export Restricted SW</b>	2
<b>Cisco Expressway-C Server, Virtual Edition</b>	2
<b>Cisco Expressway-E Server, Virtual Edition</b>	2
<b>Cisco Meeting Server (CMS) 2.x Software image</b>	1
<b>Cisco Meeting Server (CMS) PAK</b>	19
<b>Cisco Meeting Server (CMS) Software Release key</b>	1
<b>Cisco Meeting Server 1000</b>	1
<b>Cisco Meeting Server 1000 Bundle</b>	1
<b>Cisco Meeting server 1000 sw preload</b>	1
<b>Cisco Multi-Connector Presentation Cable (HDMI to Multi)</b>	18
<b>Cisco MX700 and MX800 ski for Floorstand option</b>	7
<b>Cisco MX700 Dual Screen Floor Stand Kit</b>	1
<b>Cisco MX700, Dual 55, Dual Cam</b>	1
<b>Cisco MX800 Dual Screen Floor Stand Kit</b>	2
<b>Cisco MX800, Dual 70</b>	2
<b>Cisco MX800, Single 70, Dual Camera</b>	4
<b>Cisco TelePresence Ceiling Microphone Generation 2</b>	10
<b>Cisco TelePresence MX300 55 Gen 2, PHD 1080p 8x , Touch, Mic</b>	11
<b>Cisco TelePresence MX300 Gen 2 Floor Stand Kit Spare</b>	7
<b>Cisco TelePresence MX300 Gen 2 Wheel Base</b>	4
<b>Cisco TelePresence Shared Multiparty</b>	1
<b>Cisco TelePresence Table Microphone 20</b>	22
<b>Cisco TelePresence Table Microphone 60</b>	14
<b>Cisco TMS - Additional 25 Direct Managed Systems</b>	1
<b>Cisco TMS - included 10 System License</b>	1

<b>Codec for MX700/MX800</b>	7
<b>CTS-MX800-S-FSK Cisco MX800 Single Screen Floor stand kit</b>	4
<b>DC Power Cable w/Barrel Plug, 0.6 meters long for MXCAM-D</b>	7
<b>DC Power Cable w/Barrel Plug, 1.15 meters long for MXCAM-D</b>	7
<b>Dual cam top rear cover, Center Top profile and.....</b>	3
<b>Dual Camera with speaker tracking option for MX700/MX800</b>	7
<b>Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)</b>	2
<b>Enable Advanced Networking Option</b>	2
<b>Enable Expressway Series Feature Set</b>	2
<b>Enable Expressway-E Feature Set</b>	2
<b>Enable GW Feature (H323-SIP)</b>	2
<b>Enable RAID 1 Setting</b>	1
<b>Enable RAID 5 Setting</b>	2
<b>Enable TURN Relay Option</b>	2
<b>Ethernet cable for MX300</b>	11
<b>Ethernet Cable w/ RJ45 3.45 meters</b>	1
<b>Expressway Room License</b>	18
<b>Expressway Series, Expressway-E PAK</b>	20
<b>HDMI to HDMI Cable with Lock, 1.85 meters long for MX800</b>	4
<b>HDMI to HDMI Cable, 1.20 meters long for MX800</b>	6
<b>HDMI to HDMI Cable, 1.4 meters long for MX800</b>	4
<b>HDMI to HDMI Cable, 1.75 meters long for MX700</b>	1
<b>HDMI to HDMI Cable, 2.2 meters long for MX700</b>	4
<b>HDMI to HDMI Cable, 2.75 meters long for MX800 Dual</b>	4
<b>HDMI to HDMI Cable, 0.95 meters long for MX700</b>	1
<b>Installation sheet for MX700 dual camera, floor stand kit</b>	1
<b>Installation sheet for MX800 dual camera, floor stand kit</b>	2
<b>Intel i350 Quad Port 1Gb Adapter</b>	2
<b>Internal C13-C14 Power Cord NOT APPROVED for China,</b>	4
<b>Internal C13-C14 Power Cord NOT APPROVED for China, 110/22</b>	10
<b>Internal C13-C14 Power Cord NOT APPROVED for China, IEC603</b>	3
<b>Left Monitor for MX700 55 Dual Screen w/Dual Camera</b>	1
<b>Left Monitor for MX800 70 Dual Screen w/Dual Camera</b>	2
<b>Left Speaker Cable for MX700</b>	2
<b>Left Speaker Cable for MX800</b>	8

<b>License Key Software Encrypted</b>	2
<b>License key to activate sw encryption module</b>	18
<b>Monitor for MX800 70</b>	4
<b>MX - Pwr cable Euro 5m</b>	11
<b>MX300 Gen 2 integrated codec, LCD, camera, speaker, mic</b>	11
<b>MX700 Dual - Dual Camera Top Grill</b>	1
<b>MX700 Dual Floor Stand Lower Grill</b>	1
<b>MX800 Dual - Dual Camera Top Grill</b>	2
<b>MX800 Dual Lower Grill</b>	2
<b>MX800 Single - Dual Camera Top Grill</b>	4
<b>MX800 Single Floorstand Lower Grill</b>	4
<b>PAK for virtual Conductor</b>	18
<b>Power Cord Jumper, C13-C14 Connectors, 2 Meter Length</b>	4
<b>Power Cord South Africa</b>	7
<b>Power Injector (802.3af)</b>	7
<b>Presentation cable w/audio, VGA/Jack to DVI/Phoenix</b>	7
<b>Presentation cable, HDMI to HDMI, 8 meter, gray</b>	18
<b>PRTNR TP VID 8X5XNBD Cisco MX800 NPP Single 70in Dual Camera</b>	4
<b>PRTNR TP VID 8X5XNBD Cisco TelePres MX300 55 Gen2 PHD 1080p</b>	11
<b>PRTNR TP VID 8X5XNBD NPP Dual 55in Dual Camera</b>	1
<b>PRTNR TP VID 8X5XNBD, Cisco MX800, NPP, Dual 70</b>	2
<b>PRTNR TP VID 8X5XNBDCisco TP Ceiling Mic Gen 2</b>	10
<b>PSS SWSS UPGRADES BE6K UCM 10X Enhance</b>	28
<b>PSS SWSS UPGRADES Cisco Business Editi</b>	1
<b>PSS SWSS UPGRADES Cisco Meeting Serve</b>	1
<b>PSS SWSS UPGRADES Cisco Meeting Server</b>	1
<b>PSS SWSS UPGRADES Cisco TelePresence Shared Multiparty</b>	1
<b>PSS SWSS UPGRADES Shared Multiparty Li</b>	18
<b>PSS SWSS UPGRADES TMS Starter Kit for</b>	1
<b>PSS SWSS UPGRADES Virtual Edition Cisc</b>	1
<b>Right Monitor for MX700 55 Dual Screen w/Dual Camera</b>	1
<b>Right Monitor for MX800 70 Dual Screen w/Dual Camera</b>	2
<b>Right Speaker Cable for MX700</b>	2
<b>Right Speaker Cable for MX800</b>	8
<b>RJ.5 Microphone Cable, 0.5 meters long, for MXCAM-D</b>	7
<b>RJ.5 Microphone Cable, 1.0 meters long, for MXCAM-D</b>	7
<b>RMS Licensing included with PMP &amp; SMP</b>	18

<b>Shared Multiparty License for 1 Concurrent Meeting</b>	18
<b>Shared Multiparty License for 1 Concurrent Meeting for CMS</b>	18
<b>Shared Multiparty License for 1 Concurrent Meeting for XC/TS</b>	18
<b>Shielded cable for Ceiling Mic (10m), not plenum rated</b>	10
<b>Shielded Twisted Pair Eth Cable w/ RJ45 0.7 mts, MXCAM-D</b>	7
<b>Shielded Twisted Pair Eth Cable w/ RJ45 1.2 mts, MXCAM-D</b>	7
<b>Shielded Twisted Pair Ethernet Cable w/ RJ45 1.05 mts</b>	4
<b>Shielded Twisted Pair Ethernet Cable w/ RJ45 1.35 m</b>	1
<b>Shielded Twisted Pair Ethernet Cable w/ RJ45 1.85 mts</b>	2
<b>Shielded Twisted Pair Ethernet Cable w/ RJ45 2.6 mts long,</b>	4
<b>Shielded Twisted Pair Ethernet Cable w/ RJ45 4.2 mts long,</b>	2
<b>Sidecover for MX700 Dual screen ( left and right included)</b>	1
<b>Sidecover for MX800 ( left and right included)</b>	6
<b>SNTC-8X5XNBD Cisco 8831 IP Confer Phone w/ controller</b>	28
<b>SNTC-8X5XNBD Cisco Business Edition 6000H Server, Exp</b>	2
<b>Software Image for Expressway with Encryption, Version X8</b>	2
<b>Spare Cisco 8831 Display Control Unit (DCU)</b>	28
<b>SW Image for SX20 and MX200/300 (2nd gen) series endpoints</b>	11
<b>SW Image for SX80, MX700, MX800</b>	7
<b>TelePresence MX700 Product ID Dual Screen Dual Camera</b>	1
<b>TelePresence MX800 Product ID Dual Screen Dual Camera</b>	2
<b>TelePresence MX800 Product ID Single Screen Dual Camera</b>	4
<b>TMS Base Software Image Version 15.X</b>	1
<b>TMS Exchange integration for 25 Systems</b>	1
<b>TMS PAK for Configuration Use</b>	1
<b>TMS Serial Number included with Base Software</b>	1
<b>TMS Starter Kit for CMS (Acano). Includes TMS 25 devices</b>	1
<b>Top Speaker MX700 and MX800</b>	51
<b>Touch 10 auto expand</b>	18
<b>UCM 9X/10X/11X PAK</b>	18

<b>USB A to USB B Cable, 1.15 meters long for MX700</b>	1
<b>USB A to USB B Cable, 1.45 meters long for MX700/800</b>	7
<b>USB A to USB B Cable, 1.7 meters long for MX800 Dual</b>	2
<b>Virtual Edition Cisco Meeting Server (CMS)</b>	1
<b>VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required</b>	2
<b>VSphere Standard for 1 CPU; ANNUAL List 1-YR Req'd</b>	2
<b>Grand Total</b>	1064

- Cisco Support Services for Collaboration covers the following products.
  - a. Meetings, Cisco webex meetings and Teams
  - b. Calling, Unified Communications (UC), UC Manager (UCM) cloud, Hosted Collaboration, Cisco webex calling, UC applications.
  - c. End Point, Video desk units, collaboration room kits, telepresence boards, telepresence immersive systems,
- The table below provides high-level floor plans and meeting rooms that are fitted with Cisco Audio Visual & Visual Conference various equipment.

<b>Floors</b>	<b>Description</b>	<b>Rooms</b>
Second floor	4 and 6 seater meeting rooms	7
	8 seater meeting room	5
	10 seater meeting room	3
	12 seater meeting room	4
	20 seater board room	1
	40 seater board room	1
	Training room	2
	Pause area	7
Third - sixth floor	6 seater meeting room	7
	8 seater meeting rooms	4
	10 seater meeting room	4
	14 seater meeting room	4
Seventh floor	10 seater meeting room	1
	14 seater meeting room	1

### **Network Security Equipment**

- Renewal of Licenses with the service provider (Cisco), for the network security equipment.

- Maintenance and support for renewal of network and security equipment.
- Cisco Stealth watch solution is currently not part of the existing list, however this needs to be included as part of services required and as well as part of the maintenance. The response should include implementation cost, software license, support and maintenance services for the duration of the contract
- The solution must be comprehensive in that it must provide a security audit report with an overall security rating.
- The table below indicates list of bill material equipment which IT Infrastructure require technical maintenance and support for Network security.

<b>Product Code / Description</b>	<b>Quantity</b>
<b>CON-PSBU-C1A4330S : C1AUPISR4330SK9</b>	1
<b>CON-PSBU-C1F2PNE9 : C1F2PNEX9500K9</b>	2
<b>CON-PSBU-C1F4330S : C1F1PISR4330SK9</b>	2
<b>CON-PSBU-C1FA4500X : C1FAPCAT4500X</b>	2
<b>CON-PSBU-C1FC3652 : C1FPCAT36502K9</b>	17
<b>CON-PSBU-C1FPAIR : C1FPAIRK9</b>	88
<b>CON-PSBU-ISEVM : ISE-VM-K9=</b>	2
<b>CON-PSBU-LICSMPEP : LIC-SMP+EP</b>	4
<b>CON-PSBU-LICTTERK : LIC-TMS- STARTERKIT</b>	1
<b>CON-PSBU-LMGMBASE : L-MGMT3X- PI-BASE</b>	1
<b>CON-PSBU-LMGMT3HA : L-MGMT3X- HA</b>	1
<b>CON-PSBU-LMGMTAPK : L-MGMT3X- AP-K9</b>	1
<b>CON-PSBU-N95LAN : N95-LAN1K9</b>	2
<b>CON-PSBU-N95SRVC : N95- SERVICES1K9</b>	2
<b>CON-PSBU-RPI31SW9 : R-PI31-SW- K9</b>	1
<b>CON-PSBU-UCMENHUC : UCM-11X- ENH-UCL</b>	28
<b>CON-PSBU-VMW2 : FS-VMW-2-SW- K9</b>	1
<b>CON-PSJ1-CTICMS1K : CTI-CMS- 1000-K9</b>	1

CON-PSRN-CTLDV10 : CS-TOUCH10=	2
CON-PSRT-3648FDK9 : C1-WS3650-48FD/K9	17
CON-PSRT-3750X4FL : WS-C3750X-48PF-L	5
CON-PSRT-45X16SFP : C1-C4500X-16SFP+	2
CON-PSRT-A45FPK9 : ASA5545-FPWR-K9	2
CON-PSRT-ARAPIEK9 : AIR-AP2802I-E-K9	87
CON-PSRT-ASASFC1 : ASA-IC-6GE-SFP-C	2
CON-PSRT-C14331K9 : C1-CISCO4331/K9	2
CON-PSRT-CN9KCBNZ : C1-N9K-C9504-B3	2
CON-PSRT-CP8831K9 : CP-8831-EU-K9=	28
CON-PSRT-CT5508K9 : C1-AIR-CT5508-K9	2
CON-SNT-BE6HM4K9 : BE6H-M4-K9=	2
L-AC-PLS-1Y-S3 : L-AC-PLS-LIC=	350
<b>Grand Total</b>	<b>660</b>

### Telephony Services

Below entails the scope of work for maintenance and support to Telephony services:

- Renewal of Licenses for the Telephony systems.
- Technical maintenance and support of 1x BE 6000
- Technical maintenance and support Telephony systems.
- Identification and provision of training when required
- Planning software upgrades to BE 6000 with Cisco UC Phone 7800 series
- Post-implementation support after go-live of any software upgrades
- Security Management
  - Assistance with the initial security configuration and setup
  - Provide quarterly review of security access.
  - Assistance in the investigation of security violations, when requested.



The table below indicates the PIC Telephony systems:

<b>Manufacture's Part No</b>	<b>Product Name</b>	<b>Quantity</b>
<b>R-CBE6K-K9</b>	CISCO Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1
<b>BE6K-UCL-ENH</b>	CISCO Cisco Business Edition 6000 - Enhanced User Connect License	464
<b>CON-PSBU-UCMENHUC</b>	PSS SWSS UPGRADES BE6K UCM 10X Enhance	464
<b>LIC-EXP-E-PAK</b>	CISCO Expressway Series, Expressway-E PAK	1
<b>LIC-EXP-GW</b>	CISCO Enable GW Feature (H323-SIP)	4
<b>LIC-EXP-E</b>	CISCO Enable Expressway-E Feature Set	2
<b>LIC-EXP-TURN</b>	CISCO Enable TURN Relay Option	2
<b>LIC-EXP-AN</b>	CISCO Enable Advanced Networking Option	2
<b>LIC-SW-EXP-K9</b>	CISCO License Key Software Encrypted	4
<b>LIC-EXP-SERIES</b>	CISCO Enable Expressway Series Feature Set	4
<b>EXPWY-VE-E-K9</b>	CISCO Cisco Expressway-E Server, Virtual Edition	2
<b>BE6K-PAK</b>	CISCO Cisco Business Edition 6000 - PAK - Single Fulfillment	1
<b>EXPWY-VE-C-K9</b>	CISCO Cisco Expressway-C Server, Virtual Edition	2
<b>SW-EXP-8.X-K9</b>	CISCO Software Image for Expressway with Encryption, Version X8	4
<b>LIC-EXP-DSK</b>	CISCO Expressway Desktop Endpoint License	464
<b>CP-8811-K9=</b>	CISCO Cisco IP Phone 8811 Series	450
<b>CON-PSRT-CP8811K9</b>	CISCO PRTNR SS 8X5XNBD Cisco IP Phone 8811 Series	450
<b>CP-8851-K9=</b>	CISCO Cisco IP Phone 8851	4
<b>CISCO Cisco IP Phone 8851</b>	PRTNR SS 8X5XNBD Cisco UC Phone 8851	4
<b>CP-BEKEM=</b>	CISCO Cisco IP Phone 8800 Key Expansion Module	4
<b>CON-PSRT-CPBEKEM</b>	CISCO PRTNR SS 8X5XNBD Cisco IP Phone 8800 Key Expansion Module	4
<b>MCP11-LIC-K9</b>	CISCO MediaSense 11.x Software	1
<b>CON-ECMU-MCP11LIL</b>	CISCO SWSS UPGRADES MediaSense 11.x Soft	1
<b>MCP-AUDIO-11X-LIC</b>	CISCO MediaSense 11.0 Audio Port License	10
<b>CON-ECMU-MCPAUDIX</b>	CISCO SWSS UPGRADES MediaSense 11.0 Audi	10

<b>BE6H-M4-K9=</b>	CISCO Cisco Business Edition 6000H Svr (M4), Export Restricted SW	1
<b>CON-PSRT-BE6HM4K9</b>	CISCOPRTNR SS 8X5XNBD Cisco Business Edition 6000H Server, Exp	1

## 5 PIC TELEPHONY EQUIPMENT, CISCO AUDIO VISUAL & VISUAL CONFERENCE AND NETWORK SECURITY EQUIPMENT. BUSINESS REQUIREMENTS

In addition, the following minimum requirements are to be met as part of the Cisco Telephony equipment, Cisco Audio Visual and Visual Conference and Network Security equipment at the PIC:

### 5.1 Technical Requirements

#	Description	Comply	Not Comply	Comments	Ref of RFP Response
<b>Cisco Audio Visual and Visual Conference</b>					
5.1.1	The service provider must be able to provide technical maintenance and support of Cisco Audio Visual and Visual Conference subject to Cisco service provider standard.				
5.1.2	The service provider should make available the patches or software updates of which have been published via the Cisco support network.				
5.1.3	The service provider must be able to provide comprehensive portfolio support services of Cisco hardware and software components when required.				
5.1.4	The service provider must provide reasonable commercial efforts to remedy errors reported by PIC. Such remedy may consist of corrected portion(s) of the software patches, to the conferencing solution.				
<b>Cisco Network and Security Infrastructure</b>					
5.1.5	The service provider supply, configurations and maintenance support of network and				

	security equipment as indicated under <b>section 4.</b>				
5.1.6	<p>Technical support and maintenance Network Security required from the service provider include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Server administration and traffic patterns</li> <li>• Network design, installation, and utilities</li> <li>• Information technology</li> <li>• Wireless security and threat analysis</li> <li>• Protocol filters</li> <li>• Federal and state computer laws</li> </ul>				
5.1.7	<p>The Service provider must be able to implement, configure, maintain and support Cisco Stealthwatch. The following must be covered:</p> <ul style="list-style-type: none"> <li>• Network traffic and analysis</li> <li>• Firewall log analysis including non-repudiation when a firewall rule has been changed</li> </ul>				
<b>Telephony Equipment</b>					
5.1.8	The service provider must be able to provide technical support and maintenance to Cisco Business Edition 6000 and Cisco UC Phone 7800 series.				

## 6 MAINTENANCE AND SUPPORT SERVICES CONSIDERATIONS

#	Description	Comply	Not Comply	Comments	Ref of RFP Response
<b>Technical Requirements</b>					
5.1.9	The service provider must be able to provide live telephone or e-mail support for reapplication of certain technical and non-technical support requests.				
5.1.10	The service provider must provide 24x7x365 emergency support.				
5.1.11	The service provider must be able to provide a dedicated team or person that will be the primary point of contact, from the first call to resolution. In the event that the person is not available then there should secondary person on standby.				
5.1.12	The service provider should be proactive in the approach of identifying susceptibility to known issues and provides recommendations for adjustments or issue resolution as required.				
5.1.13	The service provider should have deep understanding of the PIC IT environment, operations, and business goals and will work side by side with IT Infrastructure and IT Security Team.				
5.1.14	The service provider must participate in essential support engagements.				
5.1.15	The service provider must be able to provide different technical maintenance support Specialists onsite for 60 hours per month for the following:				

	<ul style="list-style-type: none"> <li>• Telephony services</li> <li>• Network services</li> <li>• security services</li> <li>• Video Conference and Audio Visual</li> </ul>				
5.1.16	The service provider must be able to provide Cisco hardware replacement parts when required.				
5.1.17	The service provider should be able to provide remedial services and reconfiguration of faulty equipment to a working state				
5.1.18	The service provider must be able to escalate logged incident in the event of emergency				
5.1.19	The service provider should be able to produce various reports either weekly, monthly and ad-hoc basis to Information Security and IT Infrastructure Team.				
5.1.20	The service provider should be able to provide training or skill transfer to Information Security and IT Infrastructure personnel when required.				
5.1.21	The service provider should, on a continual basis propose a new or latest solutions to Cisco Audio Visual and Visual Conference products in order to continually help PIC to optimize Cisco environment solution				
5.1.22	The service provider must be minimum of Cisco certified tier 1 Gold partner				
5.1.23	The service provider must provide renewal current Cisco licenses				
5.1.24	<p>The service provider must be certified and accredited with the following</p> <ul style="list-style-type: none"> <li>• CCIE data centre</li> <li>• CCIE R &amp; S</li> </ul>				

	<ul style="list-style-type: none"> <li>• CCIE Voice</li> <li>• CCIE Certification – 10 year achievement</li> <li>• CCIE Certified Network Associate CCNA</li> <li>• CCIE routing and switching</li> <li>• CCIE collaboration</li> <li>• CCIE security</li> <li>• CCIE wireless</li> <li>• CCIE service provider</li> <li>• CCNA Voice</li> <li>• CCNA Security</li> <li>• Cisco Certified Network Professional CCNP</li> <li>• CCNA Wireless</li> <li>• CCNP Security</li> <li>• CCDE</li> <li>• CCAr</li> <li>• Cisco Certified Design Associate CCDA</li> <li>• Cisco Certified Design Associate CCDP</li> <li>• Cisco Certified Design Associate CCSP</li> <li>• Cisco Certified Design Associate CCIP</li> <li>• Cisco Certified Design Associate CCVP</li> </ul>				
5.1.25	The service provider must be able to provide the PIC with loan equipment until new equipment arrives and can be replaced				

5.1.26	The Service Provider should be able to conduct preventative quarterly maintenance visits				
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## 7 MINIMUM REQUIREMENTS

The bidder must comply to the following minimum requirements in order to respond to this RFP.

**Bidder who are NOT compliant will be disqualified.**

No	Requirement	Comply	Not Comply	Reference Page in Proposal
7.1.	Network Cisco certification. See section 6			
7.2	Cisco certified tier 1 Gold partner			
7.3	Company experience of at least minimum of five (5) years			
7.4	Technical lead resource experience of at least minimum of ten (10) years			

## 8 CLIENT REFERENCES

Bidder must provide a list of contactable clients references of four (4) companies where similar work has been successfully delivered within the last 5 (five) years (e.g. 2014 to 2019). Bidder must include reference letters from clients.

The PIC may use the references provided as a basis for which client sites will be visited. For shortlisted Bidder, the PIC may require assistance to arrange site visits. References details must include the following:

The name of the entity, contact person, designation of contact, contact number, contract value and date; and

Reference letter from client confirming the Cisco Audio Visual & Visual Conference, Network Telephony and Network Security equipment.

## 9 PROJECT TEAM EXPERIENCE

The Bidder must provide a summary of the company's staff compliment and CV details/experience of the team to be assigned to this project.

- Experience of the core project team to be involved in the implementation of the project and years of experience must have a minimum of 10 years combined (Excluding the IT technical lead);
- The resources should be certified in at least one of the following;
  - Network Cisco certification:
    - Cisco Certified Internetwork Expert
    - Cisco Certified Design Expert
    - Cisco Certified Architect
- Technical Lead must have a minimum of 10 years' experience implementing the proposed or similar solution;
- CV must be provided for the Bidder's Technical Lead who will be assigned to the PIC project, as well as the secondary Technical support resources.
- The service provider response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details.

## 10 SERVICE MANAGEMENT

The Bidder must provide Service Level Agreements for Support and Maintenance for a period of 5 years stipulating and inclusive of the following:

- **Premium support must be inclusive but not limited to the following:**
  - **99.9% service level adherence**



- **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

Priority/ Severity	Response Turn Around Time	Resolution Turn Around Time
1	Within 30 Minutes	Within 2 business hours
2	Within 30 Minutes	Within 4 business hours
3	Within 1 hour	Within 8 business hours

- Relationship Management Activities
- Services credit methodology in case of a Service Level Breach; and
- Sample service level reporting

## 11 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements
- **Phase 2:** Minimum Requirements
- **Phase 3:** Technical Functional Requirements (100 points).  
Bidder, who score below 80 points, will not go through to the next level of evaluations. **Presentations** and site visits will form part of the technical evaluation. (Bidder who score 80 or more points out of 100 points allocated at technical evaluation will be subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).  
Price and BEE Evaluations (80/20 points).
- **Phase 4: Pricing Proposal**

Bidder(s) who fail to comply phase 1 and 2 requirements will not proceed to the next phases

## 12 ADMINISTRATIVE REQUIREMENTS

***The Bidder will proceed to the next stage when they comply with the requirements stated herein below.***

***The bidder will proceed to the next stage when they comply with the following requirements:***

Submission of:

- A valid and original Tax Clearance Certificate/Valid Tax Pin Number.
- BBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).
- EME's and QSE's –sworn Affidavit
- Signed and completed declaration of interest document
- Signed and completed SBD 1 – Invitation to Bid document
- Signed and completed Company Information document
- Latest audited Financial statements
- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document
- Submission of the bid document and a pricing quotation.
- All documents should be indexed, clearly marked with bid number.
- Technical and administrative requirements 1 original and 4 copies. Financial Proposal one original.
- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. **Kindly enclose your CSD registration number.**

### 13 TECHNICAL / FUNCTIONAL SCORING CRITERIA

With regards to technicality / functionality, the following criteria shall be applicable and the maximum points of each criterion are indicated in the table below:

Technical / Functional Criteria	Weightings
<p><b>12.2 Technical Lead – Years of experience in Cisco Video Conference and Audio Visual, Networking Security equipment and Networking Telephony technical maintenance and support.</b></p> <p><b>=[/</b></p> <p>Technical Lead must have a minimum of ten (10) years (e.g. from 2010 to 2020) technical lead maintenance and support experience on Cisco Video Conference and Audio Visual, Networking Security equipment and Telephony equipment technical maintenance and support as per scoring matrix below. If less than 10 years 'experience, no score will be awarded. For the supporting team must have minimum of five (5) years</p> <p><b>Please provide a copy of the C.V. of the Technical Lead who will be responsible for the technical maintenance and support of Cisco Video Conference and Audio Visual, Networking Security equipment and Telephony equipment. In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V</b></p>	<p><b>10</b></p>

Technical / Functional Criteria	Weightings																																			
<p><b>12.3 Company Experience (References)</b></p> <p>Please provide <b>A MINIMUM</b> of three (3) recent (not older than 5 years ) attestation letters from the respective customers on the letterheads <b>CONFIRMING IMPLEMENTATION of a Telephony equipment, Cisco Audio Visual and Visual Conference and Network Security equipment.</b> The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.)</p> <table border="1" data-bbox="209 891 1193 1249"> <thead> <tr> <th data-bbox="209 891 317 1043">Client</th> <th data-bbox="317 891 531 1043">Programme Implemented</th> <th data-bbox="531 891 663 1043">Budget</th> <th data-bbox="663 891 772 1043">Start Date</th> <th data-bbox="772 891 880 1043">End Date</th> <th data-bbox="880 891 1054 1043">Relevance to Service Offerings</th> <th data-bbox="1054 891 1193 1043">Client Contact Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>Please note: The PIC will not accept a list of references and/or references listed on a table. The reference letters must be in the form of individual letters from the respective customers.</b></p>	Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													<p><b>10</b></p>
Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														

Technical / Functional Criteria	Weightings															
<p><b>12.4 Compliance to the Cisco (VC &amp; AV) equipment, Networking Security equipment and Telephony equipment as per the technical requirements in section <u>5 and 6.1 Technical Requirements</u>.</b></p> <p><b>Bidder must illustrate current capability and capacity to meet PIC Cisco, Networking Security equipment and Telephony Services (refer to Section 4,5 and 6):</b></p> <table border="1" data-bbox="209 887 1217 1402"> <thead> <tr> <th data-bbox="209 887 703 938">Scope Item</th> <th data-bbox="707 887 836 938">Weight</th> <th data-bbox="839 887 1217 938">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 943 703 1093">Cisco Video Conferencing and Audio Visual licensing and maintenance support</td> <td data-bbox="707 943 836 1093">10</td> <td data-bbox="839 943 1217 1093"></td> </tr> <tr> <td data-bbox="209 1097 703 1196">Networking Security equipment and maintenance support</td> <td data-bbox="707 1097 836 1196">20</td> <td data-bbox="839 1097 1217 1196"></td> </tr> <tr> <td data-bbox="209 1200 703 1299">Cisco Telephony equipment and maintenance support</td> <td data-bbox="707 1200 836 1299">20</td> <td data-bbox="839 1200 1217 1299"></td> </tr> <tr> <td data-bbox="209 1303 703 1402">Maintenance and support services considerations</td> <td data-bbox="707 1303 836 1402">20</td> <td data-bbox="839 1303 1217 1402"></td> </tr> </tbody> </table> <p><b>The Bidder must provide the above table as an attachment to the RFP response to the PIC Datacentres &amp; Converged Infrastructure requirements. *All value adds must be clearly articulated and referenced as per the table above.</b></p>	Scope Item	Weight	Section in Proposal	Cisco Video Conferencing and Audio Visual licensing and maintenance support	10		Networking Security equipment and maintenance support	20		Cisco Telephony equipment and maintenance support	20		Maintenance and support services considerations	20		<p style="text-align: center;"><b>70</b></p>
Scope Item	Weight	Section in Proposal														
Cisco Video Conferencing and Audio Visual licensing and maintenance support	10															
Networking Security equipment and maintenance support	20															
Cisco Telephony equipment and maintenance support	20															
Maintenance and support services considerations	20															

Technical / Functional Criteria	Weightings
<p><b>12.5 Service Level Agreement</b></p> <p><b>Bidder must:</b></p> <p><b>Propose SLAs as per section 9, inclusive of the following below:</b></p> <ul style="list-style-type: none"> <li>• 99.9% service level adherence</li> <li>• Service Levels: Service Priority Levels and associated Turnaround times as follows:</li> <li>• Relationship Management Activities</li> <li>• Services credit methodology in case of a Service Level Breach; and</li> <li>• Sample service level reporting</li> </ul>	<p><b>10</b></p>

#### 14 PRICING PROPOSAL

Bidder are required to submit a proposal for all services outlined in the Scope of work. The costs for the Bidder's proposal should be submitted in a separate document in line with the Scope of Work identified. It is the responsibility of the Bidder to ensure the accuracy of the pricing provided as part of the response.

Costs should include the complete, fixed costs (if not fixed please indicate and provide details) for the services requested, including but not limited to the following:

All costs should be completely reflected on the pricing proposal.

When completing the Pricing Bidder must take note of the following:

- All pricing (including services, resources, hourly rates charged etc.) to be quoted in South African Rand including VAT. Pricing should be in alignment with the National Treasury.
- Bidders to incorporate pricing assumptions which will include:
  - Forex;
  - Licensing fees;
  - Hosting fees; and
  - Price fluctuations.
- Pricing assumptions must cater for growth of PIC staff complement.

- Pricing must show clearly the once off implementation cost and ongoing maintenance cost.
- Disbursements will be discussed and agreed during contract negotiations in line with the PFMA and/or National Treasury Regulations.

Pricing should follow this format considering the outlined deliverables specified in the tender document.

<b>Cisco License Renewal, Maintenance and Support</b>	<b>Monthly Maintenance &amp; Support</b>	<b>Monthly Fee</b>	<b>Annual Fees(e.g. Licensing Fees)</b>	<b>Sub-Totals</b>	<b>Explain Basis for Total Monthly Fee / Comments</b>
Cisco license renewal					
Network security equipment support and maintenance					
Cisco AC & VC technical support					
Telephony support services					
<b>TOTALS:</b>					N/A

## 15 PROPOSED RESPONSES FORMAT

For the purpose of ease in evaluating the **Functionality of bids**, Bidder are required to present their bid documentation under the following headings:

Reference	Title	Guideline
<b>Section 1</b>	Cover letter	Brief company background, services and expertise, contact name and details of delegate authorized to make representations for the organization.
<b>Section 2</b>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
<b>Section 4</b>	Scope of Work	Respond and cover all items presented for Cisco Video Conference and Audio Visual, Networking Security equipment and Telephone equipment support and maintenance scope of work.
<b>Section 6</b>	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 7</b>	Client References	Provide a summary of client references
<b>Section 9</b>	Service Management	Should cover the proposed SLA, support and maintenance plan for a period of 5 years
<b>Section 13</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details



### **Phase 3: PRICE AND BEE EVALUATION**

All Bidder to submit their pricing as per schedule below-

- (a) Annual increases must not exceed CPI related to the specific year;
- (b) A maximum of 80 points is allocated for price on the following basis:

Where

P = Points scored for price of bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

Points will also be awarded based to a bidder for attaining their B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points /20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non- compliant Contributor	0

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

- 15.7 Points scored in terms of the 80/20 preference system will be added to the points scored for % black ownership and % of black Executive Management.
- 15.8 Points scored will be rounded off to the nearest two decimal places.
- 15.9 The Bidder who scored the highest point will be awarded the bid.
- 15.10 In the event where two or more Bidder scored equal points, the successful bidder must be the one scoring the highest preference points for BBBEE.
- 15.11 However, when functionality is part of the evaluation process and two or more Bidder have scored equal points including equal preference points for BBBEE, the successful bidder must be the one scoring the highest for functionality.
- 15.12 Should two or more Bidder be equal in all respects, the award shall be decided by the drawing of lots.

**16 CONDITIONS**

16.1 Joint Ventures / Consortiums

16.1.1 The following information and documentation must be submitted:

16.1.1.1 All information stipulated in paragraph 10 under minimum and administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums, including ownership and executive management information.

16.1.1.2 A percentage breakdown of the work allocation between the parties must be clearly indicated.

16.1.1.3 A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted.

16.1.1.4 A skills transfer plan between the parties must be submitted.

## 16.2 Non-Commitment

16.2.1 The PIC reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.

16.2.2 The cost of preparing of bids will not be reimbursed.

## 16.3 Reasons for rejection

16.3.1 The PIC reserves the right to reject bids that are not according to specification/Terms of Reference. Bidder must clearly indicate compliance or non-compliance with specification/Terms of Reference.

16.3.2 Bidder shall not contact the PIC on any matter pertaining to their bid from the time the bids are closed to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.

16.3.3 The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

16.3.4 The PIC may disregard any submission if that Bidder, or any of its directors -

- 16.3.3.1 have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- 16.3.3.2 have committed proven fraud or any other improper conduct in relation to such system;
- 16.3.3.3 have failed to perform on any previous contract and the proof thereof exists; and/or
- 16.3.3.4 Is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.

#### 16.4 Cancellation of Bid

- 16.4.1 The PIC may prior to the award of a bid, cancel a bid for the following reasons -
  - 16.4.1.1 due to changed circumstances, there is no longer a need for the goods or services requested;
  - 16.4.1.2 funds are no longer available to cover the total envisaged expenditure;
  - 16.4.1.3 no acceptable bids are received.
  
- 16.4.2 The PIC may after award of the tender but before conclusion of a contract, cancel a bid for the following reasons-
  - 16.4.2.1 due to change of circumstances, there is no longer a need for the goods or services requested;
  - 16.4.2.2 funds are no longer available to cover the total envisaged expenditure.

#### 16.5 Clarifications

Any clarification required by a bidder regarding the meaning or interpretation of the document, or any other aspect concerning the submission, is to be requested in writing e-mail to [tenders@pic.gov.za](mailto:tenders@pic.gov.za) .

#### 16.6 Receipt of Bids

Each bid shall be in writing using non-erasable ink and shall be submitted on the official document of Bid issued with the bid documents. The bid shall be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, the bid box number (where applicable), and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

The onus shall be on the bidder to place the sealed envelope in the official marked locked bid box provided for this purpose, at the designated venue, not later than the closing date and time specified in the bid notice.

Postal bids will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate bid box by the closing time for such bids, it being understood that PIC disclaims any responsibility for ensuring that such bids are in fact lodged in the bid box. Proof of posting of a bid will not be accepted as proof of delivery to the appropriate place for the receipt of bids. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

#### 16.7 Late Bids

Bids received late shall not be considered. A bid will be considered late if arrived only one second after 11h00 or any time thereafter. The tender box shall be locked at exactly 11h00. Bids received late shall be returned unopened. Bidder are

therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

#### 16.8 Presentations

The PIC will require presentations at a stipulated date and time from short-listed Bidder as part of the bid process.

#### 16.9 Service Level Agreement (SLA)

16.9.1 The SLA will set out the administration processes, service levels and timelines.

16.9.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

#### 16.10 Contracting

Bidder are advised that a valid contract will only come into existence between the PIC and the successful bidder after conclusion of successful negotiations and signature of the Contract by both parties' respective delegated authorities.

See **ANNEXURE D** for Contracting terms and conditions.

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC 011/2019	CLOSING DATE:	12 DECEMBER 2019	CLOSING TIME:	11:00 AM
DESCRIPTION	TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF CISCO LICENSE RENEWAL FOR TECHNICAL MAINTENANCE SUPPORT SERVICES FOR CISCO VIDEO CONFERENCE & AUDIO VISUAL, NETWORK SECURITY EQUIPMENT AND TELEPHONY EQUIPMENT FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	

	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes  <input type="checkbox"/> No
--	--	--	---

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
---	--	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?       YES    NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?       YES    NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?       YES    NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?       YES    NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       YES    NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## 18 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder: **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

2.7.2.1 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / **YES / NO**  
shareholders / members or their spouses conduct business with the state  
in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship **YES / NO**  
(family, friend, other) with a person employed by the state and who may be  
involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship **YES/NO**  
(family, friend, other) between any other bidder and any person employed  
by the state/PIC who may be involved with the evaluation and or  
adjudication of this bid?

2.10.1 If so, furnish particulars:

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the **YES/NO**  
company have any interest in any other related companies whether or not  
they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....  
.....

**3. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Personal Number

**DECLARATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED  
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE PIC MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

**19 COMPANY INFORMATION**

Please complete the following questionnaire:

**1. Company Name:**

**2. Other Trading Names:**

**3. Type of Organization: (Public Company ('Limited'), Private Company ('(Pty) Ltd'), Close Corporations ('cc'))**

**4. Physical and Postal Address of the Company:**

<b>Postal Code:</b>	<b>Postal Code:</b>

**5. Contact Details**

<b>Contact Name</b>	
<b>Contact Number</b>	
<b>Cell Number</b>	
<b>Email Address</b>	
<b>Alternative Contact</b>	
<b>Email Address</b>	
<b>Contact Number</b>	

**6. Company Information**

Average no. of employees:	
Average annual turnover:	
Type of Enterprise: (e.g. Generic, Qualifying small enterprise, Exempted Micro Enterprise)	
Industry in which the entity operates:	

**7. Banking Details**

Banker:	
Auditor:	
Year of Establishment:	
Registration number of entity:	
Sector:	

**\*A letter from your bank with a bank stamp or cancelled cheque must be submitted.**

**8. Tax Registration Details:**

Income Tax Reference Number:	
VAT Registration Number:	

PAYE Registration Number:	
---------------------------	--

**9. List of Shareholders:**

**\*ID Documents of the Board of directors/members, owners, shareholders or executive committee must be submitted.**

**\* CIPC Documents must be attached.**

**10. B-BBEE (Broad-based Black Economic Empowerment) Status Details:**

*Please tick the relevant box(es):*

STATUS	INDICATION
The company has been independently verified (assessed / rated / certified)  <i>Please submit the B-BBEE verification certificate.</i>	<input type="checkbox"/>
The company is in the process of being verified. Please submit a letter from verification agency. (i.e. verification to be completed within a maximum of 2 months)	<input type="checkbox"/>



## 20 DECLARATION

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

I declare that:

- All information provided is true and correct
- The signatory of the bid document is duly authorized
- Documentary proof regarding any bid issue, will, when required be submitted to the satisfaction of the PIC  
PIC will upon detecting that:
  - The BBBEE status level of contribution has been claimed or obtained on a fraudulent basis;
  - Any of the conditions have not been fulfilled act against the bidder.

I understand that:

PIC may:

- Disqualify the bidder from the bidding process;
- Recover all costs, losses or damages it has incurred or suffered as a result of the bidder's conduct;
- Cancel the contract and claim any damages which has suffered as a result of having less favorable arrangements due to cancellation;
- Restrict the bidder, its shareholders and directors or only shareholders and directors who acted on fraudulent basis, from obtaining business from any organ or state for a period not exceeding 10 years after audi alteram partem (hear the other side) rule has been applied; and
- Forward the matter for criminal prosecution



PUBLIC INVESTMENT  
CORPORATION®  
Est. 1911

**Thus signed and accepted on this** \_\_\_\_\_ <sup>st / nd / rd / th</sup> **day of** \_\_\_\_\_ ,  
**20** \_\_\_\_\_ **at** \_\_\_\_\_ :

Who warrants his / her authority hereto

For and on behalf of:

\_\_\_\_\_



**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

**(Registration Number 2005/009094/06)**

(“PIC”)

AND

---

(Identity Number / Registration Number: \_\_\_\_\_)

(Hereinafter referred to as the parties.)

### **Introduction**

1. The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.
  
2. This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
  
3. For the purposes of this agreement the party which discloses confidential information shall be referred to as “the disclosing party” and the party which receives the confidential information shall be referred to as “the receiving party”.

### **The Confidential Information**

4. "Confidential Information" shall, for the purpose of this agreement include, without limitation, any technical, commercial or scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, terms of agreements, details of investment strategies, organisational strategies or structure of either party, products or services offered by either party or any other matter which relates to the business of either party in respect of which information is not readily available in the normal course of business which may come to the knowledge of the other party in whatever form, disclosed to or assessed by either party during the course of his relationship with the other party.

**Disclosure of confidential information**

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
  
6. The receiving party acknowledges that the confidential information is a valuable, special and unique proprietary asset to the disclosing party.
  
7. The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 17, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. In this agreement “third party” means any party other than the parties.
  
8. Notwithstanding anything to the contrary contained in this agreement the parties agree that the confidential information may be disclosed by the receiving party to other related parties on a need-to-know basis; provided that that party takes whatever steps are necessary to procure that such other related parties agree to abide by the terms of this agreement to prevent the unauthorised disclosure of the confidential information to third parties. For purposes of this clause, the receiving party’s other related parties and employees, directors or managers shall be deemed to be acting, in the event of a breach, as that party’s duly authorised agents.
  
9. The receiving party agrees:
  - 9.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;

- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

**Title**

10. All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 10.1 to be proprietary to the disclosing party; and
- 10.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

**Restrictions on disclosure and use of the confidential information**

11. The receiving party undertakes not to use the confidential information for any purpose other than:
- 11.1 that for which it is disclosed; and

11.2 in accordance with the provisions of this agreement.

**Standard of care**

12. The receiving party agrees that it shall protect the confidential information disclosed pursuant to the provisions of this agreement using the same standard of care that the receiving party applies to safeguard its own proprietary, secret or confidential information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

**Return of material containing or pertaining to the confidential information**

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

15. The receiving party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

**Excluded confidential information**

16. The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any confidential information that:
- 16.1 is known to, or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
- 16.2 is or becomes publicly known, otherwise than as a result of a breach of this agreement by the receiving party;
- 16.3 is developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;
- 16.4 is disclosed by the receiving party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the receiving party shall advise the disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- 16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;



- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

### **Term**

17. Subject to clause 2 this agreement shall commence upon the date of signature of the last signing party hereto ("the effective date") and shall endure for a period of 12 (twelve) months ("the term") thereafter, or for a period of one year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time. In the event that the parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months mutatis mutandis.

### **No Solicit**

18. Both parties agree that they will not solicit, interfere with, or entice or endeavour to solicit, interfere with or entice away from the other party, any employee or consultant of the other party, or of either parties consultant(s) or sub-contractor, for the duration of this agreement.

### **Additional Action**

19. Each party to this agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this agreement.

### **Breach**

20. In the event that the receiving party should breach the provisions of this agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the disclosing party shall be entitled to invoke all remedies available to it in law including the institution of urgent interim proceedings and/or an action for damages.

### **Amendments**

21. No amendment, interpretation or waiver of any of the provisions of this agreement shall be effective unless reduced in writing and signed by both parties.

### **Enforcement**

22. The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

### **Headings**

23. The headings of the clauses of this agreement are used for convenience only and shall not affect the meaning or construction of the contents of this agreement.

### **Representations & Warranties**

24. Each party represents that it has authority to enter into this agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this agreement.

### **Entire agreement**

25. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this agreement.

### **Governing law**

26. This agreement and the relationship of the parties in connection with the subject matter of this agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

**Submission**

27. The parties hereby submit to the non-exclusive jurisdiction of the Northern - Gauteng High Court.

**Domicile (Physical Address)**

28. Any written notice in connection with this agreement may be addressed:

- 29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

and shall be marked for the attention of.....;

29.2 in the case of \_\_\_\_\_ to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and shall be marked for the attention of \_\_\_\_\_.

30. A party may change that party's address, by prior notice in writing to the other party.
31. If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 10 (ten) days after the date of posting.
32. If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.
33. If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

**Severability**

34. In the event of any one or more of the provisions of this agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this agreement, and the agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

---

Signed at                    on this the                    day of                    2018

---

Witness signature.

---

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

---

Print name.

---

Print Name.



---

Date.

---

Date.



Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Witness signature. Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_  
Print name. Print Name.

\_\_\_\_\_  
Date. Date.



## **ANNEXURE D**

### **Contracting**

- Bidder are advised that a valid contract will only come into existence between the PIC and the successful bidder after conclusion of successful negotiations and signature of the Contract by both parties' respective delegated authorities.

Key contractual principles that successful Bidder must note for the final contract are as follows:

- **Duration**

Contracts will be for a fixed period. There will be no auto-renewals renewals.

- **Limitation of Liability**

The limitation of liability is subject to negotiation and will be informed by the contract value and risk associated with the contract.

### **Ownership of Data**

The PIC shall retain ownership of the Data and all Intellectual Property Rights in and to all the Data.

### **Termination of Convenience**

PIC requires a clause addressing termination of convenience

### **Governing Law**

The PIC preferred Governing Law of the Contract between the parties is the law of the Republic of South Africa. In the event that the parties cannot agree on South African law, the PIC will accept the law of England.

### **Warranty**

The Successful Bidder warrants that it:

- is authorised to enter into an Agreement and able to perform each of its duties in terms of the Agreement;
- is suitably qualified to provide the Services;
- is registered with the relevant industry body and its employees have the required certification and licences; and
- has public liability insurance cover commensurate with the risks to which it is exposed for the Term of the Agreement. Documentary proof of such insurance cover is to be provided to on or before the Date of Signature.

The Bidder shall provide the Services:

- with due care and skill;
- in accordance with the terms and conditions of this Agreement; and
- in compliance with all applicable laws and regulations.

The Bidder further warrants and guarantees that:

- the Services shall be rendered and executed in a professional manner in accordance with the standards agreed between the Parties and expected in the relevant industry; and
- the personnel tasked with rendering the Services have completed the requisite formal training and have the expertise to execute their functions properly, in particular regarding but not limited to:
- the execution of their Services, having regard for the legal aspects thereof;

#### Data Storage

The Successful Bidder must disclose where the data is stored. PIC requires data to be stored in the Republic of South Africa or an EU jurisdiction.

#### Exit Management

If this Agreement is terminated in whole or in part for any reason whatsoever the provisions of the exit management plan agreed (if any) between the Parties shall come into effect and in any event, including where no agreed exit management plan exists, the Supplier shall co-operate fully with the PIC to ensure an orderly migration of the Services to the PIC or, at the PIC's request, a new supplier (an **Orderly Migration**). Without limiting the foregoing, the PIC shall be entitled to require the Supplier to continue to provide the Services for up to **[6 (six)]** months after the effective date of the termination of this Agreement on the same payment terms if, in the opinion of the PIC, such continuation is required in order to allow for an Orderly Migration. Co-operation by the Supplier shall include (without limitation), at the PIC's election, the provision by the Supplier of such personnel, equipment, resources, software, documentation, training and consultancy as may reasonably be required to enable an Orderly Migration and the return of the PIC's data in the manner, timeframes and a form and format specified by the PIC.