



PUBLIC INVESTMENT  
CORPORATION®  
Est. 1911



## **PIC017/2022: Appointment of a service provider to supply and deliver SmartBoard Devices and associated support & maintenance for a period of three 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"):

The PIC requires the supply and delivery of:

- Three (3) 50-inch SmartBoard Devices including associated Accessories
- Three (3) 85-inch SmartBoard Devices including associated Accessories

These devices need maintenance and support for a period of three years.

The technology needs to enable hybrid teams to work collaboratively anywhere at PIC offices through whiteboarding, audio and video conferencing meeting platforms to bring people together wherever they are working without boundaries.

The devices must not be static to any boardroom or office and must be moved to an individual's office, specific board room or any other area.

Bid documentation will be available on the PIC website: [www.pic.gov.za](http://www.pic.gov.za) The Documents will be published on: [tenders/corporate/Advertised/PIC017/2022](https://tenders.corporate/Advertised/PIC017/2022) from 3 October 2022.

A Virtual Briefing session will be held on 11 October 2022 at 11:00 AM. Bidders need to register on [tenders@pic.gov.za](mailto:tenders@pic.gov.za) on or before **10 October 2022** by 17:00 PM to be invited to the meeting, (No late registrations will be accepted) PIC017/2022 to be quoted in all communication.

**Closing date for the bid submission is 1 November 2022, Closing time: 11:00 AM; No late submissions will be accepted.**

**Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC017/2022 must be indicated in all correspondence.**

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

2022 17 44

## **PIC019/2022: Request for proposal for the establishment of an enterprise architecture and design service panel for a period of two (2) 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 ("CF"):

The Enterprise Architecture and Business Analysis Services (EABAS) unit are responsible for ensuring that the PIC's requirements are met and are accurately implemented in projects and business initiatives.

The PIC has recently introduced a Digital and IT Strategy. The strategy has identified priority initiatives that will need to run concurrently. Each of these initiatives will need to be managed accordingly and the PIC has identified a need to procure additional professional services for the Enterprise Architecture and Business Analysis Services (EABAS) unit.

The Bidders are expected to cover (one or more) the following service categories:

- Business & System Analysis
- Business Process Management
- Enterprise Architecture

Bid documentation will be available on the PIC website: [www.pic.gov.za](http://www.pic.gov.za) The Documents will be published on: [tenders/corporate/Advertised/PIC019/2022](https://tenders.corporate/Advertised/PIC019/2022) from 3 October 2022.

**The closing date for the bid submission is 1 November 2022, Closing time: 11:00 AM; No late submissions will be accepted.**

**Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC019/2022 must be indicated in all correspondence.**

**All clarification questions need to be addressed to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Due date for submission of questions 25 October 2022. Questions and answers will be published on PIC website.**

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

## REQUEST FOR PROPOSAL 2022

BID REFERENCE NUMBER:	<b>PIC019/2022</b>
BID DESCRIPTION:	REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF AN ENTERPRISE ARCHITECTURE AND DESIGN SERVICES PANEL FOR A PERIOD OF TWO (2) YEARS
PIC WEBSITE:	<a href="http://www.pic.gov.za">www.pic.gov.za</a>
CLOSING DATE:	1 November 2022
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	120 days
SUBMISSION DETAILS:	Bidders to submit proposals electronically to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a> (size up to 10mb, One Drive (dependant on the bidder) or We Transfer (up to 2GB). RFP number to be quoted (PIC019/2022) in all correspondence.
SUBMISSION REQUIREMENTS	<ul style="list-style-type: none"> <li>• Bidders are required to submit their proposal on time.</li> <li>• All documents should be uploaded electronically.</li> </ul>
CLARIFICATIONS	<b>No briefing session will be held; however, bidders may forward questions for clarification to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>. Due date for submission of questions is 25 October 2022. Questions and answers will be published on the PIC website.</b>

## 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. **BBEE 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. **ArchiMate** means a modelling technique (“language”) for describing enterprise architectures;
- 1.14. **BA** means Business Analysis or Business Analyst;
- 1.15. **BPM** means Business Process Management;
- 1.16. **BPMN** means Business Process Management Notation;
- 1.17. **EA** means Enterprise Architecture;
- 1.18. **EARC** means Enterprise Architecture Review Committee;
- 1.19. **Enterprise Architecture and Business Analysis Services (EA&BAS)** refers to a business unit with the PIC’s IT department;
- 1.20. **Enterprise Architecture and Design Services Panel** means a group of service providers are appointed to potentially provide Enterprise Architecture and Design Services for a specified period of years. The panel is engaged through an RFQ process;
- 1.21. **GEPP** means Government Employees Pension Fund;
- 1.22. **IT** means Information Technology;
- 1.23. **ITIL** means Information Technology Infrastructure Library;
- 1.24. **MS** means Microsoft;
- 1.25. **PIC** means Public Investment Corporation;
- 1.26. **QA** means Quality Assurance;
- 1.27. **RFP** means Request for Proposal;
- 1.28. **RFQ** means Request for Quotation;
- 1.29. **SOP** means Standard Operating Procedure;
- 1.30. **Sparx Enterprise Architect (EA)** means a visual modelling and design tool;
- 1.31. **TOGAF** means The Open Group Architecture Framework – provides an approach for designing, planning, implementing, and governing an enterprise information technology architecture;
- 1.32. **UML** means Unified Modelling Language.

## 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 the 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 R2 trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its client's expectations.

## 3 BACKGROUND

3.1. The Enterprise Architecture and Business Analysis Services (EABAS) business unit is responsible for ensuring that the PIC's requirements are met and are accurately implemented in projects and business initiatives. The current team consists of 3 Business Analysts, 1 System Analyst, and 1 Test Analyst. The EABA provides the following end-to-end services to the entire PIC:

- a. Business Analysis.
- b. Systems Analysis.

- c. Enterprise Architecture.
- d. Software Testing.
- e. Implementation Assurance.
- f. System design.
- g. IT acquisitions.
- h. System Architectures.
- i. Domain Architectures.
- j. Position papers.
- k. Standard and SOP documentation.
- l. Process Analysis.
- m. Process Re-engineering.
- n. Systems Automation.
- o. Quality Assurance.
- p. Gap Analysis.

3.2. The PIC has recently introduced a Digital and IT Strategy. The strategy has identified priority initiatives that will need to run concurrently. Each of these initiatives will need to be managed accordingly. The current staff capacity will not be adequate to implement the concurrent solutions that are required to fulfil the proposed strategy. Due to these constraints, the PIC has identified a need to procure additional professional services for the EA&BAS division.

#### **4 SCOPE OF WORK**

The scope of work defines the work activities to be performed, highlighting what deliverables are to be met by the prospective bidders. The scope of work includes the appointment of established Enterprise Architecture and Design service providers that can be consulted to provide their expert services for current and future requirements as and when needed for two (2) years. The allocation of the work will be dependent on the nature of each requirement and the relevant specialist area of expertise required.

#### 4.1 In Scope

The Bidders are expected to cover the following service categories:

Service Categories	Kindly indicate with a tick (✓) for the category(ies) you are applying for:
Business & System Analysis.	
Business Process Management.	
Enterprise Architecture.	

#### 4.2 Out of scope

The following items will be considered to be out of scope:

- N/A.

## 5 ENTERPRISE ARCHITECTURE AND DESIGN SERVICES PANEL BUSINESS REQUIREMENTS

The following business requirements are to be met by companies appointed on the panel. Compliance with these requirements will be assessed when successful bidders are approached via a Request for Quotation (RFQ).

### 5.1 Services to be provided post the appointment of the panel

The service providers will be required to quote on some, or all of the services mentioned below during the Request for Quote (RFQ) process.

#	Description	Please tick to confirm that you take note of the below		Comments	
<b>Business &amp; System Analysis Services</b>					
5.1.1.	The service provider must provide a resource with Business Analysis or System Analysis or Quality Assurance (QA) or Enterprise Architecture (EA) experience.				
5.1.2.	Must have the ability to run information and requirements gathering sessions.				
5.1.3.	Must have the ability to gather, interpret, validate, and document the relevant requirements (business, functional and technical) as per the PIC standards.				
5.1.4.	Must have the ability to transfer requirement documentation into user stories and integrate it into the Agile space				
5.1.5.	The resource must have experience in documenting the following artefacts:				



#	Description	Please tick to confirm that you take note of the below		Comments	
	<ul style="list-style-type: none"> <li>• Business Case - including business requirements.</li> <li>• Solution Acquisition Memos.</li> <li>• Request for Proposal (RFP) / Request for Quote.</li> <li>• Position Paper.</li> <li>• Gap Analysis Documentation.</li> </ul>				
5.1.6.	<p>The resource must have experience in documenting the following artefacts:</p> <ul style="list-style-type: none"> <li>• Business Requirement Specification (BRS).</li> <li>• Functional Requirement Specifications.</li> <li>• Technical Requirement Specification (TRS).</li> <li>• Use Cases and User Stories.</li> <li>• Stakeholder and RACI Matrix.</li> <li>• Gap Analysis Documentation.</li> <li>• Training Manuals.</li> <li>• Etc.</li> </ul>				
5.1.7.	The resource will be required to provide input into the project scope and product deliverables.				
5.1.8.	The resource will be required to provide input into process re-engineering initiatives.				
5.1.9.	The resource will be required to participate in the solution design process.				

#	Description	Please tick to confirm that you take note of the below		Comments	
5.1.10.	The resource must identify issues, risks and benefits of existing and proposed solutions and outline the potential business impacts.				
5.1.11.	The resource must assist (when necessary) with systems and user acceptance testing based on requirements.				
5.1.12.	The resource must ensure that the proposed test solutions cover all aspects of the delivered business specification.				
5.1.13.	The resource will be required to assist with solution delivery on implementation and training.				
<b>Business Process Management Services</b>					
5.1.14.	The service provider must provide a resource with Business Process Management experience.				
5.1.15.	The resource must have experience in the following areas: <ul style="list-style-type: none"> <li>• Business Process Mapping.</li> <li>• Business Process Improvement.</li> <li>• Business Process Re-Engineering &amp; Optimisation.</li> </ul>				
5.1.16.	The resource must evaluate PIC needs, internal workflows, and business processes.				
5.1.17.	The resource will be responsible for overseeing detailed business process reengineering projects.				

#	Description	Please tick to confirm that you take note of the below		Comments	
5.1.18.	The resource must lead a process mapping workshop and document results in line with the defined methodology.				
5.1.19.	The resource must be able to map core business processes and identify key dependencies of the processes.				
5.1.20.	The resource must be able to identify and map the various process landscapes. <ul style="list-style-type: none"> <li>• As-Is process landscape.</li> <li>• To-Be process landscape.</li> </ul>				
5.1.21.	The resource must conduct a gap analysis reporting to determine the following: <ul style="list-style-type: none"> <li>• Gaps between the various process landscape (as-is and to-be).</li> <li>• Gaps between the related systems and resources.</li> </ul>				
5.1.22.	The resource must document the process Standard Operating Procedures (SOPs).				
5.1.23.	The resource must be able to identify areas for process improvement or process re-engineering (optimization & automation).				
<b>Enterprise Architectural Services</b>					
5.1.24.	The service provider must provide a resource with Enterprise Architecture experience.				
5.1.25.	The resource must have knowledge and experience in the following enterprise architecture domains:				

#	Description	Please tick to confirm that you take note of the below		Comments	
	<ul style="list-style-type: none"> <li>• Business Architecture.</li> <li>• Data Architecture.</li> <li>• Application Architecture.</li> <li>• Technology Architecture.</li> </ul>				
5.1.26.	The resource must assist in aligning business and enterprise initiatives with the Enterprise Architecture				
5.1.27.	The resource must be able to develop, coordinate, and implement architectures, architecture patterns, and architecture plans.				
5.1.28.	The resource will be responsible for the development and maintenance of the key Enterprise Architecture deliverables, standards, and blueprints.				
5.1.29.	<p>The resource must collaborate with IT personnel to document the various EA documentation, such as:</p> <ul style="list-style-type: none"> <li>• Current State (As-Is) Architecture.</li> <li>• Future State Architecture (To-Be).</li> <li>• Develop Domain Capability Models.</li> <li>• Heatmaps.</li> <li>• Maturity Assessments.</li> <li>• Health Assessments.</li> <li>• Technical Roadmaps.</li> <li>• EA-related strategies.</li> <li>• Etc.</li> </ul>				

#	Description	Please tick to confirm that you take note of the below		Comments	
5.1.30.	The resource will be responsible for the maintenance of the EA repository.				
5.1.31.	The resource must collaborate with IT personnel to resolve near-term architectural issues and remove architectural design debt.				
5.1.32.	The resource will serve as an advisor on projects to ensure that proposed architectural changes align with the overall PIC objectives.				
5.1.33.	The resource will serve as an advisor on the procurement of tools and technologies.				
5.1.34.	The resource must review and recommend a selection of third-party software platforms as needed.				
5.1.35.	<p>The resource will be required to participate in the EARC sessions to contribute to the architecture review process.</p> <ul style="list-style-type: none"> <li>• Creating validation checklists.</li> <li>• Reviewing architectural artefacts and submissions.</li> <li>• Providing domain-specific guidance to drive architectural alignment across the enterprise.</li> </ul>				

## 5.2 Non-functional / Technical Requirements

The bidder(s) is expected to meet a minimum of 70% of the requirements (based on the above-selected service(s)) tabled below to proceed to the next stage of the evaluation process:

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.36.	The service provider must have at least 3 – 5 years of experience in providing similar services with the transaction value of the agreements that they have in place.				
<b>Business Analysis Services</b>					
5.1.37.	The resource must have at least 3 - 5 years of experience in Business Analysis.				
5.1.38.	The resource must have experience in the following tools: <ul style="list-style-type: none"> <li>• Proficient in Microsoft Visio.</li> <li>• Other process management tools.</li> </ul>				
5.1.39.	The resource must have experience in repository-based modelling tools. <ul style="list-style-type: none"> <li>• Sparx EA ArchiMate.</li> </ul>				
5.1.40.	The resource must have end-to-end project experience with the Agile and Waterfall project lifecycle.				
<b>Business Process Management Services</b>					
5.1.41.	The resource must have at least 3-5 years of experience in Business Process Analysis and Management.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.42.	The resource must have experience in using various process modelling techniques and methods: <ul style="list-style-type: none"> <li>• BPMN.</li> <li>• UML.</li> <li>• Etc.</li> </ul>				
5.1.43.	The resource must have experience in repository-based modelling tools. <ul style="list-style-type: none"> <li>• Sparx EA ArchiMate.</li> </ul>				
<b>Enterprise Architecture Services</b>					
5.1.44.	The resource should have at least 5 years of experience in Enterprise Architecture.				
5.1.45.	The resource should at least have the following certifications: <ul style="list-style-type: none"> <li>• TOGAF 9.</li> <li>• ArchiMate Foundation.</li> </ul>				
5.1.46.	The resource must have experience in repository-based modelling tools. <ul style="list-style-type: none"> <li>• Sparx EA ArchiMate.</li> </ul>				
5.1.47.	The resource must have experience in using ArchiMate as an Enterprise Architecture modelling language.				
5.1.48.	The resource must know the following EA framework: <ul style="list-style-type: none"> <li>• TOGAF.</li> </ul>				

## 6 CLIENT REFERENCES

Please provide A MINIMUM of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads CONFIRMING IMPLEMENTATION of ENTERPRISE ARCHITECTURE AND DESIGN SERVICE(S).

The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers. (If the letters do not include the above requirements, as per the type of services, the PIC will not accept the letter as being valid.)

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.

## 7 SERVICE MANAGEMENT

The Service Management parameters will be defined in the individual Request for Quotations (RFQ) that will be distributed to the panel for specific assignments.

## 8 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements.
- **Phase 2:** Technical Functional Requirements (100 points).
- **Phase 3:** Pricing Proposal.

Bidders will be evaluated on Price and BEE when approaching for Request for Proposals.



## 9 ADMINISTRATIVE REQUIREMENTS

Requirement	Appendix Number	Tick if included ✓
A valid Valid Tax Pin Number.		
BBBEE 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 Bidders disclosure document		
Signed and completed SBD 1 – Invitation to Bid document		
Signed and completed Company Information document		
Audited or independently reviewed financial statements (Management account) not older than 18 months.		
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		

Completed and signed Annexure A		
All documents should be clearly indexed,		
Proposal to be submitted electronically to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>		
Completion of POPIA consent included in this RFP		
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. <b>Kindly enclose your CSD Document.</b>		

## 10 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>12.1 Company Experience (References)</b></p> <p>Please provide <b>A MINIMUM</b> of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads <b>CONFIRMING IMPLEMENTATION of ENTERPRISE ARCHITECTURE AND DESIGN SERVICE(S)</b>.</p> <p>The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, contact numbers. (If the letters do not include the above requirements, as per the type of services, the PIC will not accept the letter as being valid.)</p>	<b>100</b>

Technical / Functional Criteria	Weightings
<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>	
<p><b>Total</b> <b>Minimum threshold 80</b></p>	<p><b>100</b></p>

## 11 PRICING PROPOSAL

Bidders need to indicate hourly costs as per table below. These hourly rates must be aligned with quotes when approached per assignment and will be included in the agreement between PIC and the successful bidder.

Enterprise Architecture and Design Services	Resource Costs (Rate per hour)
Resource Costing: Senior	
Resource Costing: Middle	
Resource Costing: Junior	
Other resource (add a row for each category)	
<b>TOTALS:</b>	

\* Resource rate to increase in line with inflation.

## 12 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. Bidder(s) **MUST** annex the response as indicated below:

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>	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
<b>Section 3</b>	Scope of Work	Respond and cover all items presented for the scope of work.
<b>Section 4</b>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
<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 8</b>	Pricing Proposal	Cover all resource costs as per the pricing proposal details

### **PRICE AND BEE EVALUATION**

Bidders will be evaluated during the Request for Quotation (RFQ) phase on Price and BEE as per the below:

- (a) A maximum of 80 points is allocated for price on the following basis:

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

List of Shareholders

<b>Name</b>	<b>ID No</b>	<b>SA Citizen</b>	<b>Race</b>	<b>Gender</b>	<b>Shareholding %</b>

- 12.1 Points scored will be rounded off to the nearest two decimal places.
- 12.2 The Bidder who scored the highest point will be awarded the bid.
- 12.3 In the event where two or more Bidder scored equal points, the successful bidder must be the one scoring the highest preference points for BBEE.

- 12.4 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.
- 12.5 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

### 13 CONDITIONS

#### 13.1 Non-Commitment

13.2.1 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.

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

#### 13.2 Reasons for rejection

13.2.1 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.

13.2.2 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.

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

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

- have abused the Supply Chain Management (SCM) system of any Government Department/ institution;

- have committed proven fraud or any other improper conduct in relation to such system;
- have failed to perform on any previous contract and the proof thereof exists; and/or
- 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.

### 13.3 Cancellation of Bid

13.3.1 The PIC may prior to the award of a bid, cancel a bid for the following reasons -

- due to changed circumstances, there is no longer a need for the goods or services requested;
- funds are no longer available to cover the total envisaged expenditure;
- no acceptable bids are received
- unsuccessful contract negotiations

13.3.2 The PIC may after award of the tender but before conclusion of a contract, cancel a bid for the following reasons-

- due to change of circumstances, there is no longer a need for the goods or services requested;
- funds are no longer available to cover the total envisaged expenditure.

### 13.4 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).

13.5 Receipt of Bids

Bids to be submitted electronically as indicated on the cover page to [tenders@pic.gov.za](mailto:tenders@pic.gov.za).

13.6 Late Bids

Bids received late shall not be considered.

13.7 Presentations

The PIC may require presentations and/or clarification sessions at a stipulated date and time from short-listed Bidder as part of the bid process.

13.8 Service Level Agreement (SLA)

- The SLA will set out the administration processes, service levels and timelines.
- The award of a tender shall always be subject too successful negotiation and conclusion of Master Agreement and SLA. There will be no binding agreement between the parties if a contract has not been concluded. PIC reserves the right to cancel the award.

13.9 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.



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## **14. PIC POPIA CONSENT FORM**

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General: In order for the Public Investment Corporation SOC Limited ("PIC") to consider the supplier's (referenced below) response to the RFP to become a supplier to the PIC ("RFP"), and to be included in the PIC supplier database, it will be necessary for the PIC to process certain personal information which the supplier may share with the PIC for the purpose of the RFP, including personal information – which may include special personal information (all hereafter referred to as "Personal Information"). The PIC will process the supplier's Personal Information in accordance with the PIC Privacy Policy available here ([www.pic.gov.za](http://www.pic.gov.za)).

Access to your Personal Information and purpose specification: Personal Information will be processed by the PIC for purposes of assessing the supplier's submission in relation to the RFP and for registering the supplier on the PIC supplier database and may be shared and stored internally for the purposes of assessing current and future services required by the PIC. We may also share the supplier's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the supplier acknowledges that the PIC's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent: By ticking "YES" and signing below, you agree and voluntarily consent to the PIC's processing of the supplier's Personal Information for the purposes of evaluating its RFP submission, including to confirm and verify any information provided in the submission and supplier gives PIC permission to do so.

The supplier understands that it is free to withdraw its consent on written notice to PIC and the supplier agrees that the Personal Information may be disclosed by the PIC to third parties, including PIC's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). Please note that if you withdraw your consent at any stage we may be unable to process your RFP and/or continue to retain your details on the supplier database.

YES

NO

Supplier name (company name):	
Company registration number:	
Name of signatory (representative):	
Signature:	
Date:	

## 15. PART A SBD 1

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC019/2022	CLOSING DATE:	1 November 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDERS FOR THE PROVISION OF ESTABLISHING A PANEL FOR ENTERPRISE ARCHITECTURE AND DESIGN SERVICES FOR THE PERIOD OF TWO (2) YEARS				
<b>BID RESPONSE DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a></b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<p><b>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.</b></p>			

## 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: .....

## **16. BIDDER'S DISCLOSURE**

### **PURPOSE OF THE FORM**

#### **ANY PERSON (NATURAL OR JURISTIC) MAY MAKE AN OFFER OR OFFERS IN**

#### **TERMS OF THIS INVITATION TO BID. IN** line with the principles of transparency,

accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **16.1 Bidder's declaration**

16.1.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

16.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

If so, furnish particulars:

.....

.....

16.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

if so, furnish particulars:

.....  
.....

**16.4 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- I. I have read and I understand the contents of this disclosure.
- II. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- III. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.



16.4.1 However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

16.4.2 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

16.4.3 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

16.4.4 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

16.4.5 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

## 17. 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:**

-

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

## 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 BBEE 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:

\_\_\_\_\_



**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.

Contracting terms and conditions

- 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 licenses; 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.