



PUBLIC INVESTMENT  
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## **PIC024/22: APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF IMPLEMENTATION, MAINTENANCE AND SUPPORT OF ESG LISTED PROXY VOTING SOLUTION 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 ("GEPEF"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP").

The PIC's investment process includes consideration of Environmental, Social, and Governance (ESG) issues and principles. ESG is key to delivering positive, sustainable returns to our clients and cuts across all investments.

The following activities form an integral part of the Listed investment process and monitoring as it relates to ESG Listed: Conducting ESG quality reviews; exercising voting rights (proxy voting); liaison with investee companies and focused ESG engagements.

The PIC seeks to procure ESG Listed Electronic Proxy Voting solution implementation, maintenance, and support for a period of five (5) years.

Bid documentation with the detailed requirements 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/PIC024/2022 from 20 February 2023.

A Virtual Briefing session will be held on 28 February 2023 at 11:00 AM. Bidders need to indicate to [tenders@pic.gov.za](mailto:tenders@pic.gov.za) **their need to attend the session** on or before 27 February 2023 by not later than 17:00 PM. Bidders indicated on time will be invited to the meeting, (No late registrations will be accepted) PIC024/2022 to be quoted in all communication.

**Closing date for the bid submission 20 March 2023, 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: PIC024/2022 must be indicated in all correspondence.**

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



## REQUEST FOR PROPOSAL 2022

BID REFERENCE NUMBER:	<b>PIC024/2022</b>
BID DESCRIPTION:	Appointment of a suitably qualified service provider for the provision of implementation, maintenance and support of ESG Listed Electronic Proxy Voting Solution for a period of five (5) years
PIC WEBSITE:	<a href="http://www.pic.gov.za">www.pic.gov.za</a>
CLOSING DATE:	
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	180 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 (PIC2022) 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>
BRIEFING SESSION:	<p>a. A virtual briefing session will be held on <b>2023 at</b> 11:00am.</p> <p>b. <b>Bidders are to send an electronic notification to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a> to be invited to the briefing session by latest 17:00 PM on 2023 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.</b></p>

## 1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **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;
- 1.2 **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;
- 1.3 **BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.4 **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;
- 1.5 **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of the same by both parties delegated authorities;
- 1.6 **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 service and the technical capacity and ability of a bidder;

- 1.7 **Management** means an activity inclusive of control and performed daily, 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;
- 1.8 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.9 **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 180 (one hundred and twenty) days;
- 1.10 **PPPF** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.11 **SANAS** means the South African National Accreditation Solution;
- 1.12 **POPIA** means the Protection of Personal Information Act, 2013 (Act N4 of 2013);
- 1.13 **ESG** means ESG means Environmental, Social, and Corporate Governance refers to the three central factors in measuring the sustainability and societal impact of an investment in a company or business.
- 1.14 **ESG Proxy voting** means Shareholders, are entitled to vote by proxy on the big issues that impact a company's financials even if the person can't attend the meeting in person
- 1.15 **UNPRI** means UN Principles of Responsible Investments
- 1.16 **UNGC** means United Nations Global Compact.
- 1.17 **CRISA** means Code for Responsible Investing in South Africa.

- 1.18 **Listed Equities** means A listed security is a financial instrument that is traded through an exchange, such as the NYSE or Nasdaq.
- 1.19 **SIEM** means Security Information and Event Management (SIEM) provide a correlation of events gathered from different logs or security sources, using if-then rules that add intelligence to raw data.

## 2 INTRODUCTION

- 2.1 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.
- 2.2 The PIC manages investments on behalf of public sector funds which include the Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF), and Compensation Fund.
- 2.3 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 markets, 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.
- 2.4 The PIC manages assets exceeding R2 trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

### 3 BACKGROUND

3.1. The PIC is in a process of modernizing its processes to achieve its strategic objectives such as, but not limited to the following:

- Fulfilling and exceeding its client expectations by investing in sustainable growth, inclusivity, and transformation;
- Becoming a catalyst for continental integration and a global investor; and
- Growing our client base and investment products offering through innovative thinking.

3.2. The PIC's investment process includes consideration of Environmental, Social, and Governance (ESG) issues and principles. ESG is key to delivering positive, sustainable returns to our clients and cuts across listed and unlisted investments, including properties.

3.3. For listed and unlisted investments, the following activities form an integral part of the investment process and monitoring: Conducting ESG quality reviews; exercising voting rights (proxy voting); liaison with investee companies and focused ESG engagements.

3.4. The PIC seeks to procure ESG Listed Electronic Proxy Voting solution implementation, maintenance, and support for a period of five (5) years.

#### 4. PROPOSED RESPONSES FORMAT

Bidders 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>	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
<b>Section 3</b>	Minimum Requirements	Response to minimum requirements and evidence to proof compliance to requirement
<b>Section 3</b>	Scope of Work	Response to scope of work Response to Business Requirements and Non- Functional Requirements
<b>Section 4</b>	Project Management Services	The Bidder should also provide detailed description of their Project Management process/ methodology in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and on budget. The methodology should indicate clear stage gates



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<b>Section 5</b>	Project Team Experience	Provide a 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 6</b>	Client References	Provide a summary of client references
<b>Section 7</b>	Service Management	Should cover the proposed SLA, support, and maintenance plan for a period of 3 years
<b>Section 8</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

## 5. SCOPE OF WORK

The scope of work defines the activities to be performed and highlights what deliverables are to be met by the prospective bidder(s).

### 5.1 In Scope

#### 5.11 ESG Listed Proxy Voting Solution Product Delivery Management Framework

The table below highlights project phases and deliverables following project management methodology to implement ESG Listed Electronic Proxy Voting solution:

Project phases	Deliverables
Initiation	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following:               <ol style="list-style-type: none"> <li>a) Vision statement</li> </ol> </li> </ul>



	<ul style="list-style-type: none"><li>b) Project plan</li><li>c) Business requirements specifications</li><li>d) Solution requirement specification</li><li>e) Information security requirements</li><li>f) Technical and infrastructure document</li></ul>
Product Planning	<ul style="list-style-type: none"><li>• The Product Owner, in collaboration with the Executive Sponsor, must define the product vision and what is expected on completion of the product delivery.</li></ul>
Release Planning	<ul style="list-style-type: none"><li>• The release plan shows when the complete feature sets of a product will be released.</li><li>• The plan shall be produced in collaboration with Scrum Masters to identify and plan for product releases.</li></ul>
Sprint Planning	<ul style="list-style-type: none"><li>• The Scrum Master must facilitate sprint planning at the beginning to kick off each sprint. The Product Owner must define the goal of each sprint. Sprint planning must identify the work that will be delivered in the sprint and how it will be delivered.</li><li>• Each sprint should take two to four weeks to deliver and therefore the planning must be for the same time horizon.</li></ul>
Sprint Execution	<ul style="list-style-type: none"><li>• Below are the deliverables for this phase but not limited to the following:<ul style="list-style-type: none"><li>a) User stories</li><li>b) Test plans</li><li>c) Test cases</li></ul></li></ul>

	<ul style="list-style-type: none"> <li>d) Solution testing (integration, functional, performance, User Acceptance Testing, vulnerability &amp; penetration testing)</li> <li>e) Solution development, configuration and installation of the software and hardware (Test and production environment)</li> <li>f) Data migration plan</li> <li>g) Data migration implementation</li> <li>h) Change management</li> </ul>
Final delivery	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following: <ul style="list-style-type: none"> <li>a) Business handover</li> <li>b) Project closure</li> </ul> </li> </ul>
Maintenance and support	<ul style="list-style-type: none"> <li>• On-going maintenance and support</li> </ul>

Table 1: Implementation approach

### 3.1 IT Project Management Services

The Bidder must provide IT project management services including but not limited to the following:

- Agile scrum framework must be used for delivering products.
- Plan Project management documentation to track and monitor the risks, scope, milestones, time, and resources for the implementation of ESG Listed Electronic Proxy Voting solution (i.e., project plan, project charter, statement of work)., acquire, and set up subscription user licenses.
- Estimate and plan the provision of the data migration from data sources into ESG Listed Electronic Proxy Voting solution.

- **Project handover documentation and data handover.**

- Project management, deliverables delivered on time and budget.
- Plan and deliver functional and technical knowledge transfer training to the service desk and PIC employees.

### **3.2 Change management**

The Bidder must assist PIC with managing organizational change of the new ESG Listed Electronic Proxy Voting solution and related support services.

- Listed Electronic Proxy Voting solution and related support services. Providing activities and a structured approach for ensuring that changes are thoroughly and smoothly implemented and that the benefits of change are achieved.

### **3.3 Maintenance and Support**

The Bidder must provide ongoing support and maintenance of ESG Listed Electronic Proxy Voting solution, including software version upgrades and patches.

- Provide support and maintenance including both remote and onsite assistance for the resolution of technical problems.
- Operational processes must be documented and tested to support the maintenance of the solution.

## **4 EVALUATION CRITERIA AND METHODOLOGY**

- **Phase 1:** Compliance to administrative requirements (100% compliance to be evaluated in Phase 2).
- **Phase 2:** Compliance to minimum requirements (100% compliance required to be evaluated in Phase 3).



● **Phase 3:** Preliminary Requirements: Business and Non-Functional Requirements

Bidder(s) who score below 70% for the business requirements and below 70% for Non-functional Requirements will not proceed to Phase 4.

● **Phase 4:** Technical Functional Requirements (100 points).

Bidder, who score below 70 points, will not go through to the next phase Presentations and .site visits may form part of the functional/technical evaluation.

● **Phase 5:** Pricing Proposal.

(b) Bidders will be evaluated on Price and BEE 80/20

**Phase 1: Administrative requirements:** The Bidder will proceed to the next phase when they comply fully with the requirements stated herein below.

Submission of:

Requirement	Appendix Number	Tick if included ✓
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 disclosure of interest 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 from bid closing date.		
Acceptance of the conditions as stipulated in the bid document.		
Submission of the bid documents and a separate pricing proposal.		

## 5 PHASE 2: MINIMUM REQUIREMENTS

**If the bidder does not meet the minimum requirements, then the bidder will be disqualified immediately.**

#	Minimum requirements	Yes or No	Proof must be provided if the response is yes and paragraph in Bid Proposal to be referenced e.g. Document name, page 7, par 1
1.	The bidder must have with a minimum of 5 (five) years of experience in providing, implementing, maintenance, and support of ESG Listed Electronic Proxy Voting solutions. (the end or expiry of such experience/project should not be more than 12 months from the bid submission date);		

Bidder(s) is expected to provide a list of at least three (3) contactable client references of companies where implementation, maintenance, and support of ESG Listed Electronic Proxy Voting solution were successfully delivered within the last 12 months.

The Bidder is expected to provide references must be in the form of a letter, where it is not possible to provide references in the form of a letter any other reference document must be provided e.g., appointment letter/contract documentation (the reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.

The reference documents MUST INCLUDE the company name, the services offered, contact person, contact numbers and duration of the contract.

## 6 PHASE 3: PRELIMINARY REQUIREMENTS

The bidder(s) is expected to meet a minimum of 80% of the requirements tabled below to proceed to the next stage of the evaluation process-**If the evidence for your response is not referenced in the last column of the table below and cannot be find on the referenced page, a score of 0 will be allocated.** Bidders must indicate compliance with this requirement as follows - By ticking ✓ the relevant box “Comply” or “Not Compliant” in the event that no tick ✓ is made it will be accepted that the bidder is “Not Compliant”.

### 6.1 Business Requirements

No.	Business Requirements	Comply	Not Compliant	Comments	Reference the page on proposal
<b>Voting for individual directors</b>					
1.	The solution must have the capability to allow ESG members to re-elect directors who performed satisfactorily in the past.				
2.	The solution must have the capability to allow ESG members to elect a new director onto the board				



Est. 1911	provided the director meets all the conditions.				
3.	The solution must have the capability to allow ESG members to abstain from voting.				
4.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
5.	The solution must be able to send a notification to voters detailing information on the nominated candidates, including their respective backgrounds and positions.				
6.	The solution must be able to store detailed information on the nominated candidates, including their				





Est. 1911	respective backgrounds and positions.				
<b>Voting for the remuneration committee</b>					
7.	The solution must have the capability to allow ESG members to vote against any members of the remuneration committee if after numerous engagements there are no material changes and improvements.				
8.	In the event of satisfactory disclosure of the Remuneration Policy, the solution must have the capability to allow ESG members to vote in support of the remuneration committee.				
9.	The solution must have the capability to allow ESG				



Est. 1911	members to abstain from voting.				
10.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Voting for a new equity incentive scheme or amendment to existing schemes</b>					
11.	The solution must have the capability to allow ESG members to vote against the level of disclosure on the proposal is below what is required for shareholders to make an informed judgment on the scheme.				
12.	In the event of satisfactory disclosure, the solution must have the capability to allow ESG members to vote in support of the proposal.				



E13.211 13.	The solution must have the capability to allow ESG members to abstain from voting.				
14.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Voting for fees for non-executive directors</b>					
15.	The solution must have the capability to allow ESG members to vote in support of the fees payable to non-executive directors if all the conditions are met.				
16.	The solution must have the capability to allow ESG members to vote against the support of the fees payable to non-executive directors if				



Est. 1911	all the conditions are not met.				
17.	The solution must have the capability to allow ESG members to abstain from voting.				
18.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Voting for auditors' re-appointment and remuneration</b>					
19.	The solution must have the capability to allow ESG members to vote against the Board of Directors' proposal concerning the election or re-election of the external auditors or regarding the auditors' remuneration unless:				



20.	The solution must have the capability to allow ESG members to vote in support of proposal concerning the election or re-election of the external auditors or regarding the auditors' remuneration unless:				
21.	The solution must have the capability to allow ESG members to abstain from voting.				
22.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Voting for placing shares under the control of directors</b>					
23.	The solution must have the capability to allow ESG members to vote against				



Est. 1911	placing authorized but unissued ordinary shares under the control of the directors if not all the conditions are met.				
24.	The solution must have the capability to allow ESG members to vote in support of general authority to place authorised but unissued ordinary shares under the control of the directors.				
25.	The solution must have the capability to allow ESG members to abstain from voting.				
26.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				



**Voting for issuing of shares for cash**

27.	The solution must have the capability to allow ESG members to vote against issuing shares if all the conditions are met.				
28.	The solution must have the capability to allow ESG members to vote in support of issuing shares if not all the conditions are met.				
29.	The solution must have the capability to allow ESG members to abstain from voting.				
30.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				

**Voting for the repurchase of shares**



E31.911	The solution must have the capability to allow ESG members to vote against share repurchases if not all conditions are met.				
32.	The solution must have the capability to allow ESG members to vote in support of share repurchases are done judiciously and with the interest of all shareholders in mind				
33.	The solution must have the capability to allow ESG members to abstain from voting.				
34.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Voting for dividends and capital distribution</b>					





35.	The solution must have the capability to allow ESG members to vote against the award of a dividend if it is clear that the award of the dividend will place the company under financial stress.				
36.	The solution must have the capability to allow ESG members to vote in support of awarding dividends if it is clear that the award of the dividend will not place the company under financial stress.				
37.	The solution must have the capability to allow ESG members to abstain from voting.				
38.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which				



Est. 1911	will trigger an automated workflow before the voting can commence.				
<b>Voting for financial assistance to related or inter-related companies</b>					
39.	The solution must have the capability to allow ESG members to vote against acquiring financial assistance if not all conditions are not met.				
40.	The solution must have the capability to allow ESG members to vote in support of acquiring financial assistance.				
41.	The solution must have the capability to allow ESG members to abstain from voting.				
42.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated				



Est. 1911	workflow before the voting can commence.				
<b>Voting for new Memorandum of Incorporation (MOI)/amendments to the MOI</b>					
43.	The solution must have the capability to allow ESG members to vote against MOI or on amendments to the MOI If not all conditions are not met.				
44.	The solution must have the capability to allow ESG members to vote in support of the MOI or on amendments to the MOI.				
45.	The solution must have the capability to allow ESG members to abstain from voting.				
46.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated				



Est. 1911	workflow before the voting can commence.				
<b>Voting for Broad Based-Black Economic Empowerment (B-BBEE) Transactions</b>					
47.	The solution must have the capability to allow ESG members to vote against B-BBEE transactions if not all the conditions are not met.				
48.	The solution must have the capability to allow ESG members to vote in support of B-BBEE transactions.				
49.	The solution must have the capability to allow ESG members to abstain from voting.				
50.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				



**Voting for social and ethics committee**

51.	The solution must have the capability to allow ESG members to vote against B-BBEE transactions if not all the conditions are not met.				
52.	The solution must have the capability to allow ESG members to vote in support of B-BBEE transactions.				
53.	The solution must have the capability to allow ESG members to abstain from voting.				
54.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				

**Voting for Environmental and Social risks**

55.	The solution must have the capability to allow ESG				
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Est. 1911	members to vote against environmental and social risks if not all the conditions are not met.				
56.	The solution must have the capability to allow ESG members to vote in support of the environmental and social risks.				
57.	The solution must have the capability to allow ESG members to abstain from voting.				
58.	The solution must have a checklist to allow ESG members to tick fulfilled conditions or tasks which will trigger an automated workflow before the voting can commence.				
<b>Other business requirements</b>					
59.	The solution must enable ESG members to access				



Est. 1911	voting statistics, including but not limited to the following:  votes cast by proposal category, votes cast by type, alignment with management, meetings by type, meetings by sector, and meetings by market.				
60.	The solution must have the capability to allow the flexibility to display information by portfolio, fund, issuer, or meeting date, with the ability to drill into detailed meeting information for additional content				
61.	The solution must be able to integrate with PIC ESG investing policies and guidelines, for PIC to engage on responsible investment issues, and				



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62.	The solution must have the capability to create additional categories on issues or matters to be voted on, in the next board election.				

Table 2: Business Requirements

## 6.2 Non-Functional Requirements

The following table below represents the non-functional requirements for the ESG Listed Electronic Proxy Voting solution.

No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
<b>Access control</b>					
1.	The solution must require strong authentication, such as Multi-Factor Authentication (MFA) to allow a user to access the solution.				





No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
2.	The solution must comply with the PIC password standard policy.				
3.	The solution should provide password self-service capabilities.				
4.	The solution must have the capability to issue session IDs that are unique to users and must be randomly generated and issued after successful authentication.				
<b>Single sign-on</b>					
5.	The solution must be able to integrate with PIC AD to use the PIC username, and password.				
<b>Security and Privacy</b>					
6.	The solution must support defense-in-depth security architecture.				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
7.	The solution must be able to provide adequate protection for Sensitive information throughout the information lifecycle, i.e., acquisition, storage, in transit, decommissioning, and must be protected against unauthorized disclosure.				
8.	The solution must be able to scan malware on all files uploaded, and should only allow. excel, pdf, Docx, png, or jpeg to be uploaded.				
9.	The solution must be protected against cyber threats, including OWASP.				
10.	The solution must ensure privacy requirements are met and compliance with POPIA (e.g., the need to protect the confidentiality of				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	customer records or personally identifiable information (PII) while demonstrating a clear chain of custody.				
11.	The service provider must securely dispose of all PIC data and provide a certificate of destruction following the contract termination.				
<b>Availability and redundancy</b>					
12.	The solution must provide high availability architecture to minimize downtime.				
13.	The solution must be resistant to failure and low defect rate. Furthermore, a fail-safe design architecture should be employed should failure occur. The solution				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	must have the ability to perform required functions as required.				
14.	The solution should be available at 99.99% and above. The solution should be available 24/7 and 365 days with load-balancing and monitoring capabilities.				
<b>Data back-up and archive</b>					
15.	The solution must be able to perform regular backup and backup testing, to be able to restore the data to its original state before the disaster occurred.				
16.	The solution must have the ability to securely archive and backup data.				
<b>Attestation reports</b>					



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
17.	The service provider must provide SOC2 attestation reports annually.				
<b>Disaster recovery</b>					
18.	The solution should meet Enterprise Architecture standards and Security & production design principles in Disaster Recovery.				
<b>Audit Log Management</b>					
19.	The solution must have the capability for the audit logs generated by the solution to be able to integrate with Security Events and Information Management (SIEM) solutions.				
20.	The solution must support audit logging of all transactions at the database and application level; Audit				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	trail – all solution transactions to have a date, time, and user identity.				
21.	The solution must be able to provide tamper-proof for all audit logs				
22.	The service provider must be able to provide PIC with rights to audit upon request.				
<b>Solution Hardening</b>					
23.	The service provider must be able to provide Information security assurance reports, such as the relevant security certifications, e.g. SOC2, etc.				
24.	The service provider must be able to provide a pen-test report for the hosting infrastructure and application.				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
25.	The solution must be regularly patched, and insecure services must be disabled.				
26.	The cloud provider must provide an attestation for the code reviews that were done on the ESG Listed Electronic Proxy Voting solution.				
<b>Maintainability</b>					
27.	The solution must make use of the solution architecture that allows for maintaining production solution availability during patching.				
<b>Usability</b>					
28.	The solution must be user-friendly and easy for the user to learn and understand the solution.				
<b>Integrity</b>					



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
29.	The solution must ensure data integrity to verify the accuracy and consistency of data over its entire life cycle.				
30.	The solution must have database integrity capabilities such as checking and correcting for invalid data.				
31.	The solution should have a replication solution (array and/or database) that enables data consistency in Disaster Recovery.				
<b>Integration</b>					
32.	The solution must be able to but not limited to, integrate with SharePoint Online, Documents, and Records Management solution to				





No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	store and manage documents.				
33.	The solution must be able to integrate with PIC Security Operations Center				
34.	The solution must be able to integrate with Security Information and Event Management (SIEM).				
<b>Reporting</b>					
35.	The solution should be compatible with selected Monitoring and Reporting applications including Dashboard reports at least monthly. Or enable a portal for self-service security monitoring.				
<b>Dashboard</b>					
36.	The solution must allow customizable ESG Listed				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	Equities voting dashboards to be specific to PIC.				
37.	The solution must have the capability to display dashboards that provide a dynamic display of proxy voting data.				
<b>Cloud platform</b>					
38.	The solution must be web-based on a cloud platform.				
<b>Environment</b>					
39.	The service provider must be able to provide the testing environment, for testing by users as well as the production environment which will be used by the business for operational use.				
<b>Change management</b>					
40.	The service provider should assist PIC with the approach of preparing PIC				



No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
	for the change of using a new ESG Listed Electronic Proxy Voting solution.				
41.	The service provider must follow PIC change management processes.				

Table 3: Non-Functional Requirements

### 6.3 Technical Requirements

The following table indicates the technical requirements, for the ESG Listed Electronic Proxy Voting solution.

No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on proposal
1.	The ESG Listed Electronic Proxy Voting solution must be hosted on a secure cloud-based offsite as a Software-as-a-Service.				

Table 4: Technical Requirements

### 6.4 Information Requirements

The following table indicates the type of reports that must be generated from the ESG Listed Electronic Proxy Voting solution.

No.	Non-Functional Requirements	Comply	Not Compliant	Comments	Reference the page on the proposal
1.	Quarterly ESG-listed proxy voting report				
2.	Annual ESG-listed proxy voting report				
3.	ESG listed proxy Voting reports as and when the voting took place				

Table 5: Information requirement

## 7 FUNCTIONAL REQUIREMENTS

### 7.1 Project Management Services

The Bidder must provide Project Management Services for the development and implementation of the ESG Listed Electronic Proxy Voting solution following the PIC implementation approach. The PIC further recognizes the importance of employing the correct delivery model from the onset.

This will ensure that there is proper planning, phase identification and prioritization, improved coordination; reduced risk, and the eventual execution is seamless.

The Bidder must also provide a detailed description of their Project Management process/ methodology in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and within budget. The methodology should indicate clear stage gates that require approval and signoff, triggering payment on completion of key milestones.

The PIC expects the service provider to provide project management deliverables including but not limited to, a project plan to track and monitor the scope, milestones, and time.

The Bidder shall clearly specify the proposed approach, methodology, and plan for the development and implementation of the ESG Listed Electronic Proxy Voting solution.

As part of the project management services, the bidder(s) is expected to provide the following in the proposal:

- Agile Methodology Framework (including Initiation, product planning, release planning, sprint planning, sprint execution, final delivery, maintenance and support, change management, and risk management);
- PIC services offering Readiness Assessment (with recommendations);
- Implementation Plan (ESG Listed Electronic Proxy Voting solution); and
- Post Implementation - stabilisation, service delivery, and support (including managed services life cycle).

## **7.2 Client References**

Bidder(s) is expected to provide a list of at least three (3) contactable client references of companies where implementation, maintenance, and support of ESG Listed Electronic Proxy Voting solution were successfully delivered within the last 12 months. The references must be in the form of a letter, where it is not possible to provide references in the form of a letter any other reference document must be provided e.g appointment letter/contract documentation (the reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.

The reference documents MUST INCLUDE the company name, the services offered, contact person, contact numbers and duration of the contract.

The PIC may use the references provided as a basis for which client sites may be visited and/or call the provided references for reference check purposes. For shortlisted Bidders, the PIC may require assistance to arrange site visits and solution demonstration on request.

### 7.3 Team Experience

#### CVs of Allocated Resources – Years of experience in providing ESG Listed Electronic Proxy Voting solutions.

Provide at least five (5) CVs of resources that will be assigned to provide the development, maintenance, and support of the ESG Listed Electronic Proxy Voting solution.

All the resources must have the relevant experience and qualifications for handling, implementation, maintenance, and support of the ESG Listed Electronic Proxy Voting solution

### 7.4 Service Management

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

- Premium support should include the following:
  - **99.9% Availability of the Solution**
  - **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

Priority / Severity	Response Turn Around Time	Resolution Turn Around Time
1	Within 15 Minutes	Within 2 business hours
2	Within 30 Minutes	Within 4 business hours
3	Within 1 hour	Within 8 business hours

Table 6: Service Levels



1. Relationship Management Activities.
2. Services credit methodology in case of a Service Level Breach.
3. Provide dedicated resources that will assist in supporting PIC IT in the maintenance and support of ESG Listed Electronic Proxy Voting solution.
4. Implement and deliver ESG Listed Electronic Proxy Voting solution following PIC implementation approach. Refer to section **5.1 ESG Listed Electronic Proxy Voting solution implementation approach**
5. Additionally, if the resources assigned to the PIC by the Service Provider fails to deliver services in the required standard, the PIC reserves the right to request for a replacement within 72 (seventy-two) hours following a written request; and
6. Sample service level reporting.

## 8 PHASE 4: FUNCTIONAL SCORING CRITERIA

With regards to functionality the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below. Minimum threshold to qualified to be evaluated in the next phase is 70.

Technical / Functional Criteria			Weightings
<b>8.1 Compliance with the Scope of Work</b>  Bidder must illustrate the current capability and capacity to meet the PIC scope of work with regards to providing implementation, maintenance, and support of the ESG Listed Electronic Proxy Voting solution.			<b>45</b>
<b>Implementation, maintenance, and support of the ESG Listed Electronic Proxy Voting solution.</b>	<b>Weight</b>	<b>Please reference the Document name, page number in the Proposal</b>	
1.1.1. ESG Listed Electronic Proxy Voting solution implementation approach	5		
1.1.2. IT Project Management services	5		
1.1.3. Change management	5		





Est 1911	1.1.4. Maintenance and Support	10		
	1.1.5. Business requirements	5		
	1.1.6. Technical requirements	5		
	1.1.7. Non-functional requirements	5		
	1.1.8. Information requirements	5		
<p><b>The Bidder must provide the above table as an attachment to the RFP in response to the implementation, maintenance, and support of the ESG Listed Electronic Proxy Voting solution.</b></p>				

<p><b>8.2 CVs of Allocated Resources – Years of experience in providing ESG Listed Electronic Proxy Voting solutions.</b></p> <p>Provide at least five (5) CVs of resources that will be assigned to provide the development, maintenance, and support of the ESG Listed Electronic Proxy Voting solution.</p> <p>All the resources must have the relevant experience and qualifications for handling, implementation, maintenance, and support of the ESG Listed Electronic Proxy Voting solution</p> <p><b>In addition, the table below must be completed and included in the bid proposal section with the CVs. The Bidder must ensure that they provide resources with a similar experience and qualification in case there is a change of resources allocated to PIC.</b></p>	<p><b>20</b></p>
--	------------------



Technical / Functional Criteria	Weightings																																			
<p><b>8.3 Company Experience (Reference Letters)</b></p> <p>Bidder(s) is expected to provide a list of at least three (3) contactable client references of companies where implementation, maintenance, and support of ESG Listed Electronic Proxy Voting solution were successfully delivered within the last 12 months.</p> <p>The references must be in the form of a letter, where it is not possible to provide references in the form of a letter any other reference document must be provided e.g appointment letter/contract documentation (the reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.</p> <p><b>The reference documents must include information as indicated below:</b></p> <table border="1" data-bbox="207 969 1311 1326"> <thead> <tr> <th data-bbox="207 969 319 1122">Client</th> <th data-bbox="319 969 461 1122">Contact Person</th> <th data-bbox="461 969 675 1122">Designation of contact</th> <th data-bbox="675 969 794 1122">Start Date</th> <th data-bbox="794 969 914 1122">End Date</th> <th data-bbox="914 969 1129 1122">Relevance to Service Offerings</th> <th data-bbox="1129 969 1311 1122">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>	Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													<p><b>20</b></p>
Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														



Technical / Functional Criteria	Weightings
<p><b>8.4 Service Level Agreement</b></p> <p><b>Bidder must:</b></p> <p><b>Propose Premium Support SLAs inclusive but not limited to the following:</b></p> <ul style="list-style-type: none"> <li>○ <b>Service Priority Levels and associated Turnaround times</b></li> <li>○ <b>Relationship Management Activities;</b></li> <li>○ <b>Services credit methodology in case of a Service Level Breach; and</b></li> <li>○ <b>Sample service level reporting.</b></li> </ul>	<p><b>15</b></p>

Table 7: Technical / Functional Scoring Criteria

## 9 PHASE 5: PRICING AND BEE

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

Bidders 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 submission in line with the Scope of Work identified. Business and functional requirements. 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:  
Linked to Rate of Exchange (ROE)- Indicate the exchange rate to ZAR (Rand) on the date of submission

Indicate if ROE will be fluctuated and the basis of fluctuation

Annual increases to be aligned with CPI

All costs should be completely reflected in the pricing proposal.

Pricing Format:

Once off Costs	Exclusive of Vat	Inclusive of Vat	Total inclusive of VAT
Implementation			
Project Management			

Training (15)	Cost per unit Exclusive of VAT	Cost per unit Exclusive of VAT	Total for --- units inclusive of VAT				
Other costs	Year 1 exclusive of VAT	Year 1 inclusive of VAT	Year 2 exclusive of VAT	Year 2 inclusive of VAT	Year 3 exclusive of VAT	Year 3 inclusive of VAT	Total inclusive of VAT
Licenses* (15)							
Hosting Fees							
**Maintenance and support. Maintenance (including upgrades and							



--	--	--	--	--	--	--	--	--

Indicate total inclusive of VAT for:

Once Off Cost:	R
Training:	R
Other Costs:	R
<b>Total</b>	<b>R</b>

## 10 CONDITIONS

10.1 The PIC reserves the right not to accept the lowest-priced bid or any bid in part or in a whole.

### 10.2 Joint Ventures / Consortiums

**10.2.1** The following information and documentation must be submitted:

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

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

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

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

### 10.3 Non-Commitment

**10.3.1** 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.

**10.3.2** The cost of preparing bids will not be reimbursed.

## 10.4 Reasons for rejection

**10.4.1** 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.

**10.4.2** 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.

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

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

- have abused the Supply Chain Management (SCM) solution of any Government Department/ institution;
- have committed proven fraud or any other improper conduct in relation to such solution;
- 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.

## 10.5 Cancellation of Bid

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

10.5.1.1 due to changed circumstances, there is no longer a need for the goods or services requested;

10.5.1.2 funds are no longer available to cover the total envisaged expenditure;

10.5.1.3 no acceptable bids are received

10.5.1.4 unsuccessful contract negotiations

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

10.5.2.1 due to change of circumstances, there is no longer a need for the goods or services requested;

10.5.2.2 funds are no longer available to cover the total envisaged expenditure.

## 10.6 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) .

Clarifications questions must be provided by no later than and responses will be provided on

## 10.7 Receipt of Bids

Bids to be evaluated electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za) on or before the closing date.

No late bids will be considered for evaluations.

## 10.8 Presentations/Clarifications

1The PIC may require presentations and/or clarification session stipulated from short-listed Bidder as part of the bid process.

## 10.9 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 to successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

## 10.10 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.

### 11.10.1 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.

I (name of bidder accept the conditions as stipulated above) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## 12. 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.

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

### 13. PART A SBD 1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC023/2022	CLOSING DATE:		CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of a suitably qualified service provider for the implementation of the IT Service Management (ITSM) for a period of three (3) years				
	<a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	<a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>		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 SOLUTION PIN:		<b>OR</b>	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 SOLUTION 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

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 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. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.3. 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.
- 2.4. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.5. BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.8. 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: .....



## **14. 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.

### **14.1 Bidder's declaration**

14.1.1 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

14.2 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:

.....

.....

14.3 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:

.....

.....

**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.

**14.1 Bidder's declaration**



14:19:1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state?

**YES/NO**

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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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<sup>2</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.

14.2

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:

.....  
.....

14.3 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:

.....  
.....

**14.4 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.

14.4.1 However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

14.4.2 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.

14.4.3 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.

14.4.4 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.

14.4.5 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

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<sup>3</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.



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 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 SOLUTION SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

## 15. 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.

**10. 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

**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

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(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.

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Signed at                      on this the                      day of                      2023

---

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                      2023

---

Witness signature.

---

Duly authorised representative of

---

---

Print name.

---

Print Name.

---

Date.

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Date.

