

PIC008/2023: Addendum to Advert published in Sunday Times of 11 June 2023- Virtual Briefing Session

PIC008/2023: Appointment of service providers on the PIC Business Application Development Panel for existing and new Service categories, contract period ending on 31 May 2025.

(Service Providers who are currently form part of the panel do not have to re-apply for existing service categories but may apply for new Service Categories)

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"):

- 3.1. The PIC had previously gone out on open tender to source service providers that will form part of the Applications Development Panel.
- 3.2. A number of service providers were onboarded onto the panel and are currently fulfilling activities which form part of the following areas of work:
 - a. Applications (including web and mobile) development services.
 - b. System Integration development services.
 - c. Applications portfolio management services.
 - d. Applications process optimization & modernisation (including DevSecOps) services.
 - e. Applications testing services – in partnership with the PIC resources.
 - f. Maintenance of the PIC source code repository.

- 3.3. Due to changes in the current technology landscape, there has been a need to source additional services, hence the PIC opted for the amendment of this panel.
- 3.4. The additional services required include the following services:
- a. Applications development services – MS Power Platform (e.g., Power Apps, Power BI, Power Automate, Virtual Agents).
 - b. MS Power Platform Training Services.
 - c. MS Power Platform Support and Maintenance Services.
 - d. Enablement of robotic process automation (RPA), digital process automation (DPA), and AI capabilities on PIC's Microsoft products (e.g., Power Automate, Virtual Agents and Azure).
 - e. Change management services pertaining to assigned development and/or support work.

All service providers that were previously onboarded, as part of the previous panel, do not need to reapply for the service categories that they are registered for. However, the service providers can apply for the new service categories.

New Service Providers may

.Bid documentation will be available on the PIC website: www.pic.gov.za The Documents will be published on: tenders/corporate/Advertised/PIC008/2023 from 12 June 2023.

A Virtual Briefing session will be held on 20 June 2023 at 11:00 AM. Bidders need to register on tenders@pic.gov.za on or before 19 June 2023 by 17:00 PM to be invited to the meeting, (No late registrations will be accepted) PIC008/203 to be quoted in all communication.

Closing date for the bid submission is 13 July 2023, Closing time: 11:00 AM; No late submissions will be accepted.

Proposals must be submitted electronically to tenders@pic.gov.za. Reference number: PIC008/2023 must be indicated in all correspondence.

Enquiries: tenders@pic.gov.za



BID REFERENCE NUMBER:	PIC008/2023
BID DESCRIPTION:	<p>Amendment of the Applications Development Panel (established in 2022) ending 31 May 2025</p> <p>The appointment of additional service providers for current categories and new categories will be in line with the initial contract period which will ended on 31 May 2025</p>
CLOSING DATE:	13 July 2023
CLOSING TIME:	11:00AM
VALIDITY PERIOD:	180 days
SUBMISSION DETAILS:	<p>Bidders to submit proposals electronically to tenders@pic.gov.za. (Size up to 10mb, One Drive (dependant on the bidder) or We Transfer (up to 2GB). RFP number to be quoted (PIC010/ 2021) in all correspondence.</p>
SUBMISSION REQUIREMENTS	<p>a. Bidders are required to submit their proposal on time. b. All documents should be uploaded electronically.</p>
BRIEFING SESSION:	<p>a. A virtual briefing session will be held on 20 June 2023 at 11:00am. b. Bidders are to send an electronic notification to tenders@pic.gov.za to be invited to the briefing session by latest 17:00 PM on 19 June 2023 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.</p>

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1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **B-BBEE** means Broad-Based Black Economic Empowerment;
- 1.2 **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.3 **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.4 **BBBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.5 **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;
- 1.6 **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 a service and the technical capacity and ability of a bidder;
- 1.7 **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;
- 1.8 **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.
- 1.10 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.11 **SANAS** means the South African National Accreditation System;

- 1.12 **Application Development Panel** means a group of service providers are appointed to potentially provide application development services for a specified period of years. The panel is engaged through an RFQ process;
- 1.13 **A+** means a fundamental course for candidates willing to make their careers in the field of hardware;
- 1.14 **BAS&D** means Business Application Systems and Development. A business unit within the PIC IT department;
- 1.15 **DevOps** means a set of practices that combines software development (Dev) and IT operations (Ops);
- 1.16 **DevSecOps** means a set of practices that incorporates security at every phase of the software development lifecycle, enabling the development of secure software at the speed of Agile and DevOps;
- 1.17 **ITIL** means Information Technology Infrastructure Library;
- 1.18 **MCITP** means Microsoft Certified IT Professional;
- 1.19 **MCSE** means Microsoft Certified Solutions Expert;
- 1.20 **MS** means Microsoft;
- 1.21 **N+** means a fundamental course for candidates willing to make their careers in the field of networking;
- 1.22 **SDLC** means Software Development Lifecycle;
- 1.23 **SQL** means Structured Query Language. A query language used for accessing and manipulating databases;
- 1.24 **TFS** means Team Foundation Server (Microsoft TFS) which assists in managing teams and their code (also offers version control, issue tracking, and application lifecycle management);
- 1.25 **AI** means Artificial Intelligence;
- 1.26 **DPA** means Digital Process Automation;
- 1.27 **RPA** means Robotic Process Automation.

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 the 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. Within the PIC Information Technology (IT) Division, exists the Business Application Systems and Development (BAS&D) department, which is responsible for provisioning and the management of business applications as well as intelligence solutions, throughout their lifecycle (i.e., from acquisition to decommissioning). The PIC primarily acquires off-the-shelf solutions which are deployed on-premises, cloud-based (SaaS or PaaS) and/or hosted solutions. In line with the PIC IT Strategy, the BAS&D department

aims to provide software applications and data solutions that enable the achievement of the operational and strategic objectives of the PIC.

- 3.2. The key challenges faced by the BAS&D team include the following:
 - a. Business requirements that currently cannot be fulfilled due to not having the sufficient capacity and appropriate internal resources to execute these requirements through in-house software development.
 - b. The team is unable to enhance some of the current solutions – such as the Isibaya Portal as well as solutions that are reliant on in-house Microsoft (MS) SharePoint or Power Platform development and support services.
 - c. In 2020, the PIC enabled the MS applications development platform which requires continuous enablement of various use cases within the organisation; this cannot be achieved due to internal resource constraints.
- 3.3. The BAS&D department has identified a need to partner with suitable providers in an initiative that will evaluate and optimise software development and applications management to align this function with agile and relevant practices (including DevSecOps) as required in modern-day applications' landscapes (i.e., multi-cloud and hybrid). The allocation of the PIC development and/or support work will be dependent on the nature of each requirement and the relevant specialist area of expertise required.
- 3.4. The PIC had previously gone out on open tender to source service providers that will form part of the Applications Development Panel. The RFP was published on the 24th of October 2021.
- 3.5. A number of service providers were onboarded onto the panel and are currently fulfilling activities which form part of the following areas of work:
 - a. Applications (including web and mobile) development services.
 - b. System Integration development services.
 - c. Applications portfolio management services.
 - d. Applications process optimization & modernisation (including DevSecOps) services.
 - e. Applications testing services – in partnership with the PIC resources.
 - f. Maintenance of the PIC source code repository.
- 3.6. Due to changes in the current technology landscape, there has been a need to source additional services, hence the PIC opted for the amendment of this panel.
- 3.7. The additional services required include the following services:

- a. Applications development services – MS Power Platform (e.g., Power Apps, Power BI, Power Automate, Virtual Agents).
 - b. MS Power Platform Training Services.
 - c. MS Power Platform Support and Maintenance Services.
 - d. Enablement of robotic process automation (RPA), digital process automation (DPA), and AI capabilities on PIC’s Microsoft products (e.g., Power Automate, Virtual Agents and Azure).
 - e. Change management services pertaining to assigned development and/or support work.
- 3.8. All service providers that were previously onboarded, as part of the previous panel, do not need to reapply for the service categories that they are registered for. However, the service providers can apply for the new service categories.

4 SCOPE OF WORK

The scope of work defines the development and support work activities to be performed, highlighting what deliverables are to be met from the prospective bidders. The scope of work includes the appointment of established application development service providers that can be consulted to provide their expert services for current and future application development and management (including support) requirements as and when needed for five (5) years. The allocation of the development and/or support 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 existing service categories:

Service Categories	Kindly indicate with a tick ✓ the category(ies) you are applying for:
<ul style="list-style-type: none"> • Applications (including web and mobile) development services. 	
<ul style="list-style-type: none"> • System Integration (including Connectors) development services. 	

Service Categories	Kindly indicate with a tick ✓ the category(ies) you are applying for:
<ul style="list-style-type: none"> • Applications portfolio management services. 	
<ul style="list-style-type: none"> • Applications process optimization and modernisation (including DevSecOps) services. 	
<ul style="list-style-type: none"> • Applications testing services – in partnership with PIC resources. 	
<ul style="list-style-type: none"> • Maintenance of the PIC source code repository. 	

As part of the amendment of the panel, the bidders are expected to cover the following service categories:

Service Categories	Kindly indicate with a tick ✓ the category(ies) you are applying for:
<ul style="list-style-type: none"> • Applications development services – MS Power Platform (e.g., Power Apps, Power BI, Power Automate, Virtual Agents). 	
<ul style="list-style-type: none"> • MS Power Platform Training Services. 	
<ul style="list-style-type: none"> • MS Power Platform Support and Maintenance Services. 	
<ul style="list-style-type: none"> • Enablement of robotic process automation (RPA), digital process automation (DPA), and AI capabilities on PIC’s Microsoft products (e.g., Power Automate, Virtual Agents and Azure). 	

Service Categories	Kindly indicate with a tick ✓ the category(ies) you are applying for:
<ul style="list-style-type: none"> Change management services pertaining to assigned development and/or support work. 	

4.2 Out of scope

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

- Development of existing PIC commercial-off-the-shelf applications.

5 APPLICATIONS DEVELOPMENT PANEL REQUIREMENTS

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

5.1 Services to be provided post the appointment on 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	Tick to confirm you note these requirements.	Comments
5.1.1.	The service provider will be required to conduct detailed assessments of the PIC's current applications portfolio as well as services and provide recommendations on the identified		

#	Description	Tick to confirm you note these requirements.	Comments
	gaps and roadmap towards maturing capabilities.		
5.1.2.	The service provider will be required to conduct a detailed assessment of the application portfolio to identify any duplication of capabilities and improvements on the current systems.		
5.1.3.	The service provider will be required to provide the PIC with innovative recommendations based on the current portfolio's status. The recommendations of the detailed assessment should assist the PIC in preparing for emergent technologies and the digital transformation journey.		
5.1.4.	The service provider should provide benchmarking services for IT-related services. This must assist the PIC in modernising the current services and capabilities.		
5.1.5.	The service provider will be required to assess, improve, and document current processes, procedures, and any application development (including governance) artefacts.		

#	Description	Tick to confirm you note these requirements.	Comments
5.1.6.	The service provider will be required to recommend appropriate processes and standards for agile software development (inclusive of technical design, coding, configuration, testing, and operationalisation).		
5.1.7.	The service provider will be required to evaluate the current tools and technologies that are being used, for software development and applications management, and recommend the appropriate improvements.		
5.1.8.	The service provider will be required to lead the implementation and adoption of the improvement of tools, technology and processes that have been recommended.		
5.1.9.	<p>The service provider must have experience in either of the following fields:</p> <ul style="list-style-type: none"> • Front and back-end applications (including mobile and web) development. • Development on MS products such as SharePoint, Power Platform and Azure. 		

#	Description	Tick to confirm you note these requirements.	Comments
	<ul style="list-style-type: none"> Development of cloud-native applications. 		
5.1.10.	<p>The service provider must have Administration experience in the various MS Portals:</p> <ul style="list-style-type: none"> Power Platform, Azure, Etc. 		
5.1.11.	<p>The service provider should be able to provide systems integration development services for various platforms and multi/hybrid cloud models.</p>		
5.1.12.	<p>Regarding the fields of development stated in requirement 5.1.9, the service provider will be required to conduct development work in relation to the modern Software Development Lifecycle (SDLC) methodologies (e.g., Agile, Lean, Iterative, Spiral, DevOps, etc.).</p>		
5.1.13.	<p>The service provider must have experience implementing and working with agile software development processes with rapid iteration cycles.</p>		

#	Description	Tick to confirm you note these requirements.	Comments
5.1.14.	The service provider will be required to review the PIC's current coding, and scripting, and provide recommendations, fixes and refresh existing in-house code/programs/applications and SQL scripts.		
5.1.15.	<p>The service provider should have experience in the development and enhancement of MS SharePoint 2016, 2019 and online, and will be responsible for the following aspects:</p> <ul style="list-style-type: none"> • Strategic and operational alignment of the applications to PIC business needs. • Respond to scheduled and non-schedule service requests. • Technical and User Support needs. • Upgrades and small enhancements or projects. • Planned maintenance. 		
5.1.16.	<p>The service provider should have professional development experience using the following tools:</p> <ul style="list-style-type: none"> • .Net Framework • Java / C# 		

#	Description	Tick to confirm you note these requirements.	Comments
	<ul style="list-style-type: none"> • MS SQL • Microsoft Power platform (including PowerApps, PowerBI, Power Automate, etc.). • Other Microsoft stack (including Azure) tools. • Any other modern programming languages. 		
5.1.17.	<p>For SharePoint-related development, testing and post-production support of the following related (within the PIC) technologies is required:</p> <ul style="list-style-type: none"> • Harmon.IE. • ShortPoint. • Nintex Workflows and Nintex Forms. • Sharegate. • WebLog. • FBA Suite. • Muhimbi PDF Converter. 		
5.1.18.	<p>All developed applications will be expected to adhere to the PIC Information Security Policy. Further Information Security requirements will be defined in the individual RFQs.</p>		

#	Description	Tick to confirm you note these requirements.	Comments
5.1.19.	The service provider will be required to conduct all development work in the PIC environment.		
5.1.20.	The service provider will be required to update and maintain the PIC source code repository. All development work, including source code and related documentation, will need to be stored and maintained in the PIC repository.		
5.1.21.	The service provider must have experience in development on MS Power Platform – as per req. 5.1.9.		
5.1.22.	The service provider must have experience in conducting maintenance and support for all development work done on the MS Power Platform.		
5.1.23.	The service provider must provide MS Power Platform training to the internal team.		
5.1.24.	The service provider will be responsible for the enablement of the following services: <ul style="list-style-type: none"> • Robotic Process Automation (RPA), 		

#	Description	Tick to confirm you note these requirements.	Comments
	<ul style="list-style-type: none"> • Digital Process Automation (DPA), and • AI capabilities on PIC's Microsoft products (e.g., Power Automate, Virtual Agents and Azure). 		
5.1.25.	The service provider will be responsible for the testing of the developed solutions.		
5.1.26.	The service provider is required to provide testing services that will cover unit testing, component testing, integration testing, information security testing on developed products and end-to-end testing.		
5.1.27.	The service provider will be required to provide quality assurance services and recommend best practice actions.		
5.1.28.	The service provider must provide Change Management Services (e.g., Communications, Excitement and Adoption) pertaining to assigned development and/or support work.		
5.1.29.	The service provider should have at least 3 - 5 years of experience in Mobile and/or Web Development.		

#	Description	Tick to confirm you note these requirements.	Comments
5.1.30.	The service provider should have at least 3 years of experience in Integration Development.		
5.1.31.	The service provider should have at least 5 years of experience in Microsoft SharePoint applications (including interfaces) development, implementation, and support.		
5.1.32.	<p>The service provider's resource should at least have the following certifications were applicable to the services required:</p> <ul style="list-style-type: none"> • Bachelor's Degree in IT or equivalent. • ITIL Foundation certification. • Microsoft Teams Foundation Server (TFS) certification. • Microsoft SQL certification. • Microsoft Windows/SharePoint Server certification. • N+, A+, MCSE/MCITP. • Microsoft SharePoint certification. • Microsoft Power Platform certification. • Agile certification. 		

#	Description	Tick to confirm you note these requirements.	Comments
	<ul style="list-style-type: none"> • DevOps / DevSecOps certification. • Other digital applications certification. 		

6 CLIENT REFERENCES

The bidder is expected to provide a list of at least **3 (three) contactable client references of companies** where similar services have been successfully implemented and/or supported within the last **5 (five)** years.

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

If it is not possible to provide references in the form of a letter any other reference document can be provided but must include the company name, the services offered, contact persons, and contact numbers e.g. appointment letters, contract documentation.

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/any other reference document as indicated above from the respective customers.

References details must include the following:

- The name of the entity, contact person, designation of contact, contact number, services rendered and duration.
- Reference letter or documents from the client confirming the implementation of the Project Management services.

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).
- **PhasPricing Proposal**

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

9 ADMINISTRATIVE REQUIREMENTS

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

Submission of:

Requirement	Appendix Number	Tick if included ✓
A valid and original Tax Clearance Certificate/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 declaration of interest document.		

Requirement	Appendix Number	Tick if included ✓
Signed and completed SBD 1 – Invitation to Bid document.		
Signed and completed Company Information document.		
Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document.		
Acceptance of the conditions as stipulated in the bid document.		
Submission of the bid document and a separate pricing proposal.		
POPIA completion and signature		

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>10.1 Company Experience (References)</p> <p>The bidder is expected to provide a list of at least 3 (three) contactable client references of companies where similar services have been successfully implemented and/or supported within the last 5 (five) years.</p> <p>The letters/reference document MUST INCLUDE the company name, the services offered, contact person, contact numbers. (If the letters/reference documents do not include the above requirements, as per the type of services, the PIC will not accept the letter as being valid.)</p> <p>If it is not possible to provide references in the form of a letter any other reference document can be provided but must include the company name, the services offered, contact persons, and contact numbers e.g. appointment letters, contract documentation.</p>	100

Technical / Functional Criteria	Weightings
<p>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/any other reference document as indicated above from the respective customers.</p>	

* Resource rate to increase in line with inflation.

11 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
Section 1	Cover letter	Brief company background, services, and expertise, contact name and details of delegate authorized to make representations for the organization.
Section 2	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
Section 3	Services to provided post appointment on the panel	Note the services as per par 5.1
Section 4	Functional evaluation criteria	Respond to requirements as per functional criteria

12 CONDITIONS

13.1 Non-Commitment

13.1.1 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.

13.1.2 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 -

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

13.2.4.2 have committed proven fraud or any other improper conduct in relation to such system;

13.2.4.3 have failed to perform on any previous contract and the proof thereof exists; and/or

13.2.4.4 is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.

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 -

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

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

13.3.1.3 no acceptable bids are received

13.3.1.4 unsuccessful contract negotiations

13.3.15 Material irregularity in the Procurement Process

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

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

13.3.2.2 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.

13.5 Receipt of Bids

No late bids will be accepted.

13.6 Service Level Agreement (SLA)/Agreement

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

13.6.2 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.

13.7 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.

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 _____

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).

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:	

13 PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC008/2023	CLOSING DATE:	13 July 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	AMENDMENT OF PANEL FOR APPLICATION DEVELOPMENT SERVICES ENDING 31 MAY 2025				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:					
tenders@pic.gov.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <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]			

<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>
--	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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.
2.2 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:

14 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹ “State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

applicable, may result in the disqualification of the bid.

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars:

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

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

2.10.1 If so, furnish particulars:

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

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

2.11.1 If so, furnish particulars:

.....

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

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

DECLARATION

I, _____ THE _____ UNDERSIGNED
 (NAME).....

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

I ACCEPT THAT THE PIC MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION

PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

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:**

Postal Code:	Postal Code:

5. Contact Details

Contact Name	
Contact Number	
Cell Number	
Email Address	
Alternative Contact	
Email Address	
Contact Number	

6. Company Information

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

7. Banking Details

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

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

8. Tax Registration Details:

Income Tax Reference Number:	
VAT Registration Number:	
PAYE Registration Number:	

9. List of Shareholders:

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

*** CIPC Documents must be attached.**

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

Please tick the relevant box(es):

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

17 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



Thus signed and accepted on this _____^{st / nd / rd / th} day of _____ ,
20____ at _____:

Who warrants his / her authority hereto

For and on behalf of:



ANNEXURE A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

PUBLIC INVESTMENT CORPORATION SOC LIMITED

(Registration Number 2005/009094/06)

("PIC")

AND

(Identity Number / Registration Number: _____)

(Hereinafter referred to as the parties.)

Introduction

1. The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

- 2 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

3. For the purposes of this agreement the party which discloses confidential information shall be referred to as “the disclosing party” and the party which receives the confidential information shall be referred to as “the receiving party”.

The Confidential Information

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

Disclosure of confidential information

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.

6. The receiving party acknowledges that the confidential information is a valuable, special, and unique proprietary asset to the disclosing party.

7. The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 17, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. In this agreement “third party” means any party other than the parties.

8. Notwithstanding anything to the contrary contained in this agreement the parties agree that the confidential information may be disclosed by the receiving party to other related parties on a need-to-know basis; provided that that party takes whatever steps are necessary to procure that such other related parties agree to abide by the terms of this agreement to prevent the unauthorised disclosure of the confidential information to third parties. For purposes of this clause, the receiving party’s other related parties and employees, directors or managers shall be deemed to be acting, in the event of a breach, as that party’s duly authorised agents.

9. The receiving party agrees:

- 9.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;
- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm, and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm, or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

Title

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

Restrictions on disclosure and use of the confidential information

11. The receiving party undertakes not to use the confidential information for any purpose other than:

- 11.1 that for which it is disclosed; and
- 11.2 in accordance with the provisions of this agreement.

Standard of care

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

Return of material containing or pertaining to the confidential information

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

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

Excluded confidential information

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

- 16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;
- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

Term

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

No Solicit

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

Additional Action

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

Breach

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

Amendments

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

Enforcement

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

Headings

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

Representations & Warranties

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

Entire agreement

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

Governing law

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

Submission

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

Domicile (Physical Address)

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

29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE
CORNER ARAMIST AVENUE & COROBAY AVENUE
WATERKLOOF GLEN EXTENSION 2
0181

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

29.2 in the case of _____ to

and shall be marked for the attention of _____.

30. A party may change that party's address, by prior notice in writing to the other party.

31. If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 10 (ten) days after the date of posting.

32. If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.

33. If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

Severability

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

Signed at on this the day of 2018

Witness signature.

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

Print name.

Print Name.

Date.

Date.

Signed at on this the day of 2018

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.

ANNEXURE B

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.