



PUBLIC INVESTMENT
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PIC001/2023: APPOINTMENT OF A SUITABLE QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF, INSTALLATION, MAINTENANCE AND SUPPORT OF PUBLIC INVESTMENT CORPORATION (PIC) DATA AND TELEPHONE LINE SERVICES FOR A PERIOD OF FIVE YEARS

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

The scope of work entails for the renewal of the PIC Data and Telephone Line Services for a period of five (5) years, including the following but not limited to:

- Procurement of telephone line services and supporting data line services.
- Maintenance and support services.
- Reporting capability services.

Bid documentation will be available on the PIC website: www.pic.gov.za. The documents will be published on: tenders/corporate/advertised/PIC001/2023 from 3 April 2023. A virtual briefing session will be held on 6 April 2023 at 11:00 AM. Bidders need to submit a request to attend the briefing session not later than 17:00 on 5 April 2023 to tenders@pic.gov.za.

The closing date and time for submission of this bid is **21 April 2023 at 11:00AM**. All communication needs to be addressed to tenders@pic.gov.za. Reference number, PIC001/2023 needs to be quoted in all communication.

Sg CRAFFORD

29 April 2023



REQUEST FOR PROPOSAL 2023

BID REFERENCE NUMBER:	PIC001/2023
BID DESCRIPTION:	Appointment of a suitable qualified service provider for the procurement of the PIC Telephone line and services, with applicable peripherals, maintenance, and support for a five (5) year period.
PIC WEBSITE:	www.pic.gov.za
CLOSING DATE:	21 April 2023
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	90 Days
SUBMISSION DETAILS:	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 (PIC2022) in all correspondence.
SUBMISSION REQUIREMENTS	<ul style="list-style-type: none">• Bidders are required to submit their proposal on time.• All documents should be uploaded electronically.
BRIEFING SESSION:	<p>a. A virtual briefing session will be held on 6 April 2023 at 11:00am.</p> <p>b. Bidders are to send an electronic notification to tenders@pic.gov.za to be invited to the briefing session by latest at 17:00 PM on 5 April 2023 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.</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 **BBBEE 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 System;
- 1.12 **POPIA** means the Protection of Personal Information Act, 2013 (Act N4 of 2013);
- 1.13 **DDR4** means Double Data Rate Fourth Generation Synchronous Dynamic Random-Access Memory;
- 1.14 **DIMM** means Dual In-Line Memory Module. More commonly, it is called a RAM stick;
- 1.15 **GB** means Gigabyte;
- 1.16 **GBps** means Gigabits or Gigabytes per second;
- 1.17 **GHz** means Gigahertz;
- 1.18 **HDD** means Hard Disk Drive;
- 1.19 **HiPortfolio** means an investment accounting and asset servicing solution that enables users to manage the full transaction lifecycle.
- 1.20 **IT** means Information Technology;
- 1.21 **OS** means Operating System;
- 1.22 **PIC** means Public Investment Corporation;
- 1.23 **Server** means a computer that serves information to other computers;
- 1.24 **TB** means Terabyte;
- 1.25 **VM Server** means virtualizing servers involves converting one physical server into multiple virtual machines;
- 1.26 **Virtualisation** means using software to create an abstraction layer over computer hardware that allows the hardware elements of a single computer – processors, memory, storage and more – to be divided into multiple virtual computers, commonly called virtual machines;
- 1.27 **VM** means Virtual Machine.

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. With the increasing need for businesses to remain connected at all times, whether internally or externally, the business needs reliable and stable connectivity, which will assist in performing everyday work functions, increasing workforce productivity, and also meeting business goals.
- 3.2. The PIC currently has a telephone line and last-mile services that are being utilised to cater to critical and everyday telephony business needs. The telephony services are due to expire in May 2023 and will thus leave the PIC without a dedicated service provider to fulfil this requirement. The IT Infrastructure and Operations Management team initiated the process to source a service provider that will assist with the continuation of the telephony services.

4. PROPOSED RESPONSES FORMAT

Bidders are required to present their bid documentation under the following headings:

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	Scope of Work Response to Business Requirements and Non-Functional Requirements	Respond and cover all items presented for the procurement of the PIC Telephone line and last-mile data services.
Section 4	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 which require approval and signoff, triggering payment on completion of key milestones
Section 5	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.
Section 6	Client References	Provide a summary of client references

Reference	Title	Guideline
Section 7	Service Management	Should cover the proposed SLA, support, and maintenance plan for a period of 5 years
Section 8	Pricing Proposal	Cover all costs in detail as per pricing proposal details

4 SCOPE OF WORK

5.1 In Scope

The following items will be out of scope:

- Procurement of telephone line services and supporting data line services.
- Maintenance and support services.
- Reporting capability services.

4.2 Out of scope

The following items will be out of scope:

- N/A.

5 EVALUATION CRITERIA AND METHODOLOGY

- **Phase 1:** Compliance to administrative requirements (100% compliance to be evaluated in Phase 2).
- **Phase 2:** 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 3.
- **Phase 3:** Technical Functional Requirements (100 points).
Bidder, who score below 80 points, will not go through to the next phase Presentations and .site visits may form part of the technical evaluation.
- **Phase 4:** 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.		
CSD Registration Document		
Signed and completed POPIA Document		

6 PHASE 2: BUSINESS REQUIREMENTS

6.1 Business Requirements

The bidder(s) is expected to meet a minimum of 70% 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 found on the referenced page, a score of 0 will be allocated.**

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Telephone Line Service Requirements					
BR1	The service providers service must be able to provide PIC with the relevant telephone line services.				
BR2	The service provider's service will be integrated with the PIC's on-premises PABX, with the ability to transition to a cloud-based PABX – the PIC has plans to transition to the cloud.				
BR3	The service provider's service must be able to manage all incoming and outgoing calls at the PIC office. This includes all local, national, mobile, and international calls.				
BR4	The service provider's service must be able to cater for a minimum of 487 extensions with the ability to expand to 500 extensions, or more, due to business demand.				
BR5	The service must deliver a SIP-based VOIP service for the origination and termination of local, national, mobile, and international calls.				
Data Line Service Requirements					

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
BR6	The service provider must be able to provide a data link that will work as a last-mile access link that will connect the PIC office to the service provider's nearest point of presence. <ul style="list-style-type: none"> This last mile will also be utilized to support the telephone services. 				
BR7	The service provider must provide two 10 MB fibre link lines, which uses different routes for redundancy purposes.				
BR8	The service provider must provide accredited routers, with the original manufacturer's warranty, which will be used to transmit the acquired data service. The service provider must also provide maintenance of these routers.				
BR9	SLA-enforced performance must be factored in as a feature for increased reliability and availability.				

6.2 Non-functional / Technical Requirements

The bidder(s) is expected to meet a minimum of 70% 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 found on the referenced page, a score of 0 will be allocated.**

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
NFR- 1.	The service provider must have previously provided installation, maintenance, and support services of the requested services in the last five (5) years.				
NFR- 2.	The service provider must be an accredited ICASA telecom service provider.				
Reporting Capability Services Requirements					
NFR- 3.	The service provider must provide the PIC with either monitoring and/or reporting capability that caters for the following: <ul style="list-style-type: none"> • Monitor and track the overall health of the sourced services. • General reporting. 				
NFR- 4.	The service provider should be able to produce service performance reports on a monthly and ad-hoc basis.				
NFR- 5.	The service performance reports should also focus on monthly SLA performance, a summary of incidents (if applicable), and the utilization of data lines.				
Maintenance & Support Services Requirements					
NFR- 6.	The service provider will be responsible for the configuration and installation of all service-related software and equipment endpoints.				
NFR- 7.	The service provider must provide the required security patches or software				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	updates for the equipment or services provided.				
NFR- 8.	<p>The service provider must provide the PIC with the necessary support services for the leased telephone lines. Support services may at least include the following:</p> <ul style="list-style-type: none"> • 24x7x365 emergency support. • A dedicated team that will be the primary point of contact, from the first call to resolution. • Remedial services and reconfiguration of faulty equipment to a working state. • Escalation process in the event of emergency, outage, or service disruption. 				

7 FUNCTIONAL REQUIREMENTS

7.1 Project Management Services

The Bidder should provide Project Management Services for the full implementation of the solution. The PIC further recognizes the importance of employing the correct delivery model from the onset of the project.

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

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 which require approval and signoff, triggering payment on completion of key milestones.

The PIC expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training, and technical documentation.

The bidder shall clearly specify the proposed approach, methodology and plan for the implementation of the Data & Telephone Line Services.

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

- **Programme Methodology** (including Programme Management & Governance, Change Management and Risk Management)
- **PIC services offering Readiness Assessment** (with recommendations)
- **Implementation Plan** (including Installation, Configuration, Testing and Deployment)
- **Post Implementation** - stabilisation, service delivery and support (including **managed services life cycle**)

7.2 Client References

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

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. Reference details must include the following:

- The name of the entity, contact person, designation of contact, contact number, services rendered and duration.

Reference letter or list from the client confirming the implementation and/or support of the Data & Telephone Line Services. **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 name of the entity, contact person, designation of contact, contact number, services rendered and duration

7.3 Project Team Experience

The bidder **should provide a clear** summary of the company's staff complement and detailed experience of the team to be assigned to this project as follows:

- The Technical Lead assigned for this project must have a **minimum** of 5 years' experience implementing the proposed or similar solutions;
- The technical lead response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details;
- The technical resources should be certified in the solution proposed and evidence of valid certification must be provided;
- The bidder(s) must provide resource for this project who have a **minimum** of 2 years' experience implementing similar solutions;
- CV's and valid solution certifications must be provided for the bidder(s) Technical Lead and project resources who will be assigned to the PIC project;
- The bidder must have additional resources with similar experience as technical lead to cover when one resource is not available in order to reduce key man dependency risk and to enable the need for business continuity.

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 30 Minutes	Within 2 business hours
2	Within 30 Minutes	Within 4 business hours
3	Within 1 hour	Within 8 business hours

- Relationship Management Activities;
- Services credit methodology in case of a Service Level Breach;
- 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.

Technical / Functional Criteria	Weightings
<p>8.1 Programme Management</p> <p>Elements: Submission by bidder must include an adequate and clear plan on programme management (including assessment, and implementation) of the Data & Telephone Line Services at the PIC.</p> <p>The proposed programme management plan must include details on the following:</p> <ul style="list-style-type: none"> • Programme Methodology (including Programme Management & Governance, Change Management and Risk Management). 	<p>20</p>

Technical / Functional Criteria	Weightings
<ul style="list-style-type: none"> • Implementation Plan (including Installation, Configuration, Testing and Deployment). • Post Implementation - stabilisation, service delivery and support (including managed services life cycle). 	

Technical / Functional Criteria	Weightings																																			
<p>8.2 Technical Lead – Years of experience in implementing and/or supporting the Data & Telephone Line Services.</p> <p>The Technical Lead must have a minimum of five (5) years (e.g., from 2012 to 2017) technical lead experience on the implementation of the Data & Telephone Line Services as per scoring matrix below.</p> <p>Please provide a copy of the C.V. of the Technical Lead who will be responsible for the Data & Telephone Line services programme. In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V.</p> <table border="1" data-bbox="204 1377 1225 1742"> <thead> <tr> <th>Client</th> <th>Programme Implemented</th> <th>Budget</th> <th>Start Date</th> <th>End Date</th> <th>Relevance to Service Offerings</th> <th>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	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													<p>15</p>
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Technical / Functional Criteria	Weightings
<p>8.3 Company Experience (References)</p> <p>Please provide A MINIMUM of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads CONFIRMING IMPLEMENTATION of DATA & TELEPHONE LINE SERVICES.</p> <p>The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers, target solution/service requirement, and the achieved solution/service. (If the letters do not include the above requirements, as per the type of services, the PIC will not accept the letter as being valid.)</p> <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 from the respective customers.</p>	<p>15</p>

Technical / Functional Criteria	Weightings									
<p>8.4 Compliance to the scope</p> <p>Bidder must illustrate current capability and capacity to meet the Data & Telephone Line Services business requirements (refer to Section 4 and 5).</p> <table border="1" data-bbox="209 1357 1217 1592"> <thead> <tr> <th data-bbox="209 1357 683 1458">Data & Telephone Line Services Scope Item</th> <th data-bbox="683 1357 817 1458">Weight</th> <th data-bbox="817 1357 1217 1458">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 1458 683 1503">Response to:</td> <td data-bbox="683 1458 817 1503" style="text-align: center;">15</td> <td data-bbox="817 1458 1217 1503"></td> </tr> <tr> <td data-bbox="209 1503 683 1592"> <ul style="list-style-type: none"> • Business Requirements • Technical Requirements </td> <td data-bbox="683 1503 817 1592" style="text-align: center;">15</td> <td data-bbox="817 1503 1217 1592"></td> </tr> </tbody> </table>	Data & Telephone Line Services Scope Item	Weight	Section in Proposal	Response to:	15		<ul style="list-style-type: none"> • Business Requirements • Technical Requirements 	15		<p>30</p>
Data & Telephone Line Services Scope Item	Weight	Section in Proposal								
Response to:	15									
<ul style="list-style-type: none"> • Business Requirements • Technical Requirements 	15									

Technical / Functional Criteria	Weightings
<p>8.5 Service Level Agreement</p> <p>The bidder must:</p> <p>Propose SLAs inclusive of the following as per section 9:</p> <ul style="list-style-type: none"> • Premium support inclusive but not limited to the following: <ul style="list-style-type: none"> ○ 99.9% Availability of the Solution ○ Service Priority Levels and associated Turnaround times as per section 9. • Relationship Management Activities • Services credit methodology in case of a Service Level Breach; and • Sample service level reporting 	<p>20</p>

9 PHASE 4: 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 document 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:

All costs should be completely reflected in the pricing proposal.

Pricing Format:

Post Implementation Support		
Activity	Monthly	Annual Cost (Inc Vat)
Post Implementation Maintenance and Support		R
Telephone Line costs		
Sub Total 1.3		R

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

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 .

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 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 _____

12. PIC POPIA CONSENT FORM

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:	PIC001/2023	CLOSING DATE:	21 April 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	Telephone Management System				
Appointment of a suitably qualified service provider for the procurement & implementation of the Data & Telephone Line Services for a period of five (5) years					
tenders@pic.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	tenders@pic.gov.za		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					

TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> 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

- 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. 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 interest¹ 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.

¹ 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.

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

141.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

² 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.

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.

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:

.....
.....

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 consortium³ 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 will be reported to the Competition Commission for investigation and possible imposition of

³ 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.

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 SYSTEM 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:

* 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 favourable 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 _____ 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.

Date.