



PUBLIC INVESTMENT  
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**PIC013/2023: APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF SECURE NETWORK INFRASTRUCTURE INCLUDING INTERNET BREAKOUT, WEB SECURITY, MANAGED PERIMETER SECURITY SERVICES, VPN, DNS SECURITY AND DATA CENTRE HOSTING FOR A PERIOD OF FIVE (5) YEARS (RE-ISSUE)**

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").

PIC seeks for a suitable qualified service provider for the provision of fully managed Secure Network Infrastructure, including internet provision, web security, managed perimeter security services, Virtual Private Network (VPN), and Domain Name System (DNS) security implementation-based WAN service that will interconnect with Menlyn Maine, Disaster Recovery (DR) site on a single network that is capable of transmitting data, voice and additional applications.

Bid documentation will be available on the PIC website: [www.pic.gov.za](http://www.pic.gov.za). The documents will be published on: [tenders/corporate/advertised/PIC013/2023](http://tenders/corporate/advertised/PIC013/2023) from 24 July 2023. A virtual briefing session will be held on 1 August 2023 at 11:00 AM. Bidders need to submit a request to attend the briefing session not later than 17:00 on 31 July 2023 to [tenders@pic.gov.za](mailto:tenders@pic.gov.za).

The closing date and time for submission of this bid is 8 September 2023 at 11:00AM. All communication needs to be addressed to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number, PIC013/2023 needs to be quoted in all communication.



## REQUEST FOR PROPOSAL 2023

BID REFERENCE NUMBER:	<b>PIC013/2023</b>
BID DESCRIPTION:	Appointment of a suitably qualified bidder for the provision of implementation, maintenance and support of Secure Network Infrastructure including internet breakout, web security, managed perimeter security services, VPN, DNS security and Data Centre Hosting for a period of five (5) years.
PIC WEBSITE:	<a href="http://www.pic.gov.za">www.pic.gov.za</a>
CLOSING DATE:	8 September 2023
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	180 days
SUBMISSION DETAILS:	Bidders to submit proposals electronically to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a> (size up to 10mb, or We Transfer (up to 2GB). RFP number to be quoted (PIC013/2023) in all correspondence.
SUBMISSION REQUIREMENTS	<ul style="list-style-type: none"><li>• Bidders are required to submit their proposal on time.</li><li>• All documents should be uploaded electronically.</li></ul>
BRIEFING SESSION:	<p>a. A Non-Compulsory virtual briefing session will be held on 1 August 2023 at 11:00am.</p> <p>b. <b>Bidders are to send an electronic notification to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a> to be invited to the briefing session by latest 17:00 PM 31 July on 2023 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.</b></p>

## 1. DEFINITIONS AND ABBREVIATIONS

- 1.1 **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.2 **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.3 **BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.4 **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, skill, and knowledge in an activity for the execution of a contract;
- 1.5 **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of the same by both parties delegated authorities;
- 1.6 **Functionality** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account among other factors, the quality, reliability, viability, and durability of service and the technical capacity and ability of a bidder;
- 1.7 **Management** means an activity inclusive of control and performed daily, by any person who is a principal executive officer of the company, by whatever

- name that person may be designated, and whether or not that person is a director;
- 1.8 **Ownership** means the percentage of 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 **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 **DRMS** means Document and Records Management System;
- 1.14 **KM** means Knowledge Management;
- 1.15 **MS** means Microsoft;
- 1.16 **PIC** means Public Investment Corporation;
- 1.17 **SLA** means Service Level Agreement;
- 1.18 **System Availability** means a metric used to measure the amount of time, as a percentage, that a system functions as required;
- 1.19 **System Downtime** means the duration of time that a system is unavailable, offline, or not operational;
- 1.20 **System Uptime** means the duration of time that a system has been working and is available in a reliable operating manner.
- 1.21 **DR**, Disaster recovery is the process of maintaining or re-establishing vital infrastructure and systems following a natural or human-induced disaster, such as a storm or battle. It employs policies, tools, and procedures.

**1.22<sup>1</sup> Secure Network Infrastructure**

- 1.23 **WAN** means Wide Area Network which is a telecommunications network that extends over a large geographic area.
- 1.24 **MPLS** means Multi-Protocol Label Switching a networking technology that routes traffic using the shortest path based on labels, rather than network addresses, to handle forwarding over private wide area networks.
- 1.25 **ISP** means Internet Service Provider, a company that provides individuals and organizations access to the Internet and other related services. A
- 1.26 **DNS** means Domain Name System a hierarchical and distributed naming system for computers, services, and other resources in the Internet or other Internet Protocol networks.
- 1.27 **VPN** means Virtual Private Network a mechanism for creating a secure connection between a computing device and a computer network, or between two networks, using an insecure communication medium such as the public Internet.
- 1.28 **JSE** means Johannesburg Stock Exchange is the largest stock exchange in Africa.
- 1.29 **AWS** means Amazon Web Service which provides on-demand cloud computing platforms and APIs to individuals, companies, and governments.
- 1.30 **UPS** means Uninterruptible Power Supply a source is an electrical apparatus that provides emergency power to a load when the input power source or mains power fails
- 1.31 **HVAC** means Heating, Ventilation, and Air Conditioning use of various technologies to control the temperature, humidity, and purity of the air in an



enclosed space. Its goal is to provide thermal comfort and acceptable indoor air quality

- 1.32 **ACX** means Africa Cloud Exchange which offers a low-risk entry point for both enterprise cloud consumers and cloud providers to host their infrastructure platforms and leverage the most interconnected data centre hubs in Africa.
- 1.33 **MFA** means Multi-Factor Authentication a method in which a user is granted access to a website or application only after successfully presenting two or more pieces of evidence to an authentication mechanism.
- 1.34 **FaaS** means Function as a Service a cloud computing service that makes it easier for cloud application developers to run and manage microservices applications
- 1.35 **IPS** means Intrusion Prevention System a network security tool that continuously monitors a network for malicious activity and takes action to prevent it.
- 1.36 **IDS** means Intrusion Detection System is a system that monitors network traffic for suspicious activity and alerts when such activity is discovered.
- 1.37 **TLS** means Transport Layer Security a cryptographic protocol that provides end-to-end security of data sent between applications over the Internet Inspection,
- 1.38 **IPSec** Internet Protocol Security is a group of networking protocols used for setting up secure encrypted connections, such as VPNs, across publicly shared networks. Protocols.
- 1.39 ExpressRoute, an Azure service that lets you create private connections between Microsoft data centers and infrastructure that's on your premises or in a colocation facility.

## 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.



- 3.1 The PIC is in a process of modernizing its processes to achieve its strategic objectives such as, but not limited to the following:
  - Fulfilling and exceeding its client expectations by investing in sustainable growth, inclusivity, and transformation.
  - Becoming a catalyst for continental integration and a global investor; and
- 3.2 Growing our client base and investment product offering through innovative thinking.
- 3.3 To successfully achieve this, the PIC requires the use of Information Technology solutions necessary to enable seamless business processes and related digital business changes.
- 3.4 This RFP document seeks to look for a suitably qualified service provider for the provision of fully managed Secure Network Infrastructure, including internet provision, web security, managed perimeter security services, Virtual Private Network (VPN), and Domain Name System (DNS) security implementation-based WAN service that will interconnect with Menlyn Maine, Disaster Recovery (DR) site on a single network that is capable of transmitting data, voice and additional applications.
- 3.5 The PIC dedicated network infrastructure must assure high-quality, low latency and low jitter performance. This ensures efficiency and a good user experience. It is also essential for real-time communication, like voice, data, video and mission-critical information.



#### 4. PROPOSED RESPONSES FORMAT

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

Reference	Title	Guideline
<b>Section 1</b>	Cover letter	Brief company background, services, and expertise, contact name, and details of delegate authorized to make representations for the organization.
<b>Section 2</b>	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements.
<b>Section 3</b>	Scope of Work Response to Business Requirements and Non-Functional Requirements	Respond and cover all items presented for the provision of implementation, maintenance and support of Secure Network Infrastructure including internet breakout, web security, managed perimeter security services, VPN, DNS security and Data Centre Hosting.
<b>Section 4</b>	Project Management Services	The Bidder should also provide a detailed description of their Project Management process/ methodology in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and on budget. The methodology should indicate clear stage gates



		which require approval and signoff, triggering payment on completion of key milestones
<b>Section 5</b>	Project Team Experience	Provide a summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 6</b>	Client References	Provide a summary of client references
<b>Section 7</b>	Service Management	Should cover the proposed SLA, support, and maintenance plan for a period of 5 years
<b>Section 8</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

## 5. SCOPE OF WORK

### 5.1 In Scope

#### 5.1.1 Secure Network Infrastructure Agile Delivery Management Framework

The table below highlights project phases and deliverables following the project management methodology to implement the Secure Network Infrastructure:

Project phases	Deliverables
Initiation	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following:               <ol style="list-style-type: none"> <li>a) Vision statement</li> <li>b) Project delivery plan</li> <li>c) Solution Architecture Design</li> <li>d) Information Security Requirements</li> <li>e) Technical and Infrastructure Document</li> </ol> </li> </ul>



Product Planning	<ul style="list-style-type: none"><li>• The Product Owner, in collaboration with the Executive Sponsor, must define the product vision and what is expected on completion of the product delivery.</li></ul>
Release Planning	<ul style="list-style-type: none"><li>• The release plan shows when the complete feature sets of a product will be released.</li><li>• The plan shall be produced in collaboration with Scrum Masters to identify and plan for product releases.</li></ul>
Sprint Planning	<ul style="list-style-type: none"><li>• The Scrum Master must facilitate sprint planning at the beginning to kick off each sprint. The Product Owner must define the goal of each sprint. Sprint planning must identify the work that will be delivered in the sprint and how it will be delivered.</li><li>• Each sprint should take two to four weeks to deliver and therefore the planning must be for the same time horizon.</li></ul>
Sprint Execution	<ul style="list-style-type: none"><li>• Below are the deliverables for this phase but not limited to the following:<ol style="list-style-type: none"><li>a) User stories</li><li>b) Test plans</li><li>c) Test cases</li><li>d) Solution testing (integration, functional, performance, User Acceptance Testing, vulnerability &amp; penetration testing)</li><li>e) Solution development, configuration and installation of the software and hardware (Test and production environment)</li><li>f) Data migration plan</li><li>g) Data migration implementation</li></ol></li></ul>

	h) Change management
Final delivery	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following:             <ul style="list-style-type: none"> <li>a) Business handover</li> <li>b) Project closure</li> </ul> </li> </ul>
Maintenance and support	<ul style="list-style-type: none"> <li>• On-going maintenance and support</li> </ul>

### 5..1.2 Secure Network Infrastructure Delivery Management Framework

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

- An agile scrum framework must be used for delivering products.
- Plan Project management documentation to track and monitor the risks, scope, milestones, time, and resources for the implementation of Secure Network Infrastructure (i.e., project plan, project charter, statement of work)., acquire, and set up subscription user licenses.
- Estimate and plan the provision of the service migration from the current ISP.
- Project handover documentation and data handover.
- Project management, deliverables delivered on time and within budget.
- Plan and deliver functional and technical knowledge transfer training to the PIC employees.

### 5..1.3 Change Management

The Bidder must assist PIC with managing organizational change of the new Secure Network Infrastructure and related support services.

Providing activities and a structured approach for ensuring that changes are thoroughly and smoothly implemented and that the benefits of change are achieved.

## 6. EVALUATION CRITERIA AND METHODOLOGY

- **Phase 1:** Compliance to administrative requirements (100% compliance to be evaluated in Phase 2).
- **Phase 2:** Compliance to minimum requirements (100% compliance required to be evaluated in Phase 3).
- **Phase 3:** Preliminary Requirement: Business and Non-Functional Requirements  
Bidder(s) who score below 70% for the business requirements and below 70% for Non-functional Requirements will not proceed to Phase 4.
- **Phase 4:** Technical Functional Requirements (100 points).  
A bidder, who scores below 70 points, will not go through to the next phase Presentations and .site visits may form part of the functional/technical evaluation.
- **Phase 5:** Pricing Proposal.
  - (b) Bidders will be evaluated on Price and BEE 80/20

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

Submission of:

Requirement	Appendix Number	Tick if included ✓
Valid Tax Pin Number		
BBBEE status level certificate – Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).		



Requirement	Appendix Number	Tick if included ✓
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.		
Submission signed and completed POPIA Document		
Submission of Central Supplier Data Base Registration Document (CSD)		

## 7. PHASE 2: MINIMUM REQUIREMENTS

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

#	Minimum requirements	Yes or No	Proof must be provided if the response is yes and the paragraph in Bid Proposal to be referenced e.g. Document name, page 7, par 1
1.	Provide the following SOC2 Type 2 attestation report or ISO27001 certificate.  The report or certificate must have a valid date and not expired. Any other reports or certificates not mentioned above will not be considered.		
2.	The Bidder must provide proof that they are authorised to provide direct express route connectivity.		
3.	Bidder must provide proof that they are an Africa Cloud Exchange provider.		
4.	Provide a premium SLA that guarantees 99.95% availability for the services.		
5.	Bidder must provide a dedicated Service Delivery Manager.		

## 8. PHASE 2: PRELIMINARY REQUIREMENTS

### 8.1 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
1	The service provider must provide network connectivity to all cloud services, business applications and PIC employees wherever they are connected. This can be done via IPsec Tunnel, Point-to-Point VPN, Express Route, or Direct Connection between the PIC and through ISP facilitation (Firewall).				
2	The service provider must provide perimeter network security services and VPN access services.				
3	The service provider must provide Domain Name Services (DNS) security services.				





**8.2 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
<b>Secure Network Infrastructure</b>					
1	The service provider must provide Internet Services at the PIC Menlyn Maine office with the capability to scale to home fibre.				
2	The service provider must provide improved service levels measured by transactional network throughput (latency).				
3	The service provider must provide flexible classes of service that meet the individual site networked application profiles.				
4	The service provider must provide detail on performance metrics, punitive SLAs, and guarantees.				
5	The service provider must provide provisioning of Internet Break-out Services.				





<b>Internet Break-Out Services</b>					
10	The service provider must provision high availability 1 Gigabit Per Second (GBPS) fixed fibre connection for internet connectivity with high availability and is easily scalable to 10Gbps.				
11	The service provider must provide Software-Defined Wide Area Network (SDWAN) based connectivity solution as a service.				
12	The service provider must provide additional bandwidth available on an ad-hoc basis and at short notice whenever requested.				
13	100% of the bandwidth purchased must be available to local and international sites without contention.				
14	Break-out internet routers should be hosted and managed by the service provider.				
15	Provision Redundant Internet Service Provider				
<b>Data Centre Hosting</b>					



Est. 1911 16	The service provider must provide the PIC with 1 rack space with power feeds.				
17	The service provider must provide the PIC with a reliable and secure data centre cage with biometric access functionality.				
18	The equipment must be hosted in a top-tier data centre.				
19	The service provider must provide a guaranteed power supply and relevant backup power in an event of an outage (e.g., have at least an Uninterruptible Power Supply (UPS) system and a backup generator). Availability must be linked to an SLA.				
20	The data centre must contain a climate control system to ensure that the hosted equipment is in an environment of an acceptable temperature (for both cooling and Heating, Ventilation, and Air Conditioning (HVAC)).				
21	Additional security measures must be in place for safeguarding the PIC				



Est. 1911	equipment (e.g., video surveillance).				
22	The data centre must provide secure, direct, flexible network connections to a wide range of local and global cloud service providers.				
23	The data centre must have the ability to cater for cross-connects which results in the reduction of networking cost, latency, and resilience.				
24	The solution must provide an interconnected network architecture approach that allows the PIC to improve cloud application performance, reduce latency, scale on demand, and lower network costs.				
25	The service provider must be able to provide the PIC with a monthly data centre performance report.				
26	The service provider must be able to provide the PIC with a monthly access report, based on the biometrics system, stating all individuals that accessed the PIC cabinet.				



**Perimeter and Security Services**

27	The service provider must provide Function as a Service fully managed (FaaS) and dedicated firewall solution with IPS/IDS (inspection to occur inside SP network), TLS Inspection, and IPSec Tunnel functionality.				
28	The service provider must provision DNS security.				
29	The service provider must provision highly available internet proxy services.				
30	The service provider must provide all traffic inbound (to PIC) from the internet is to be scanned for and cleansed of known attacks. It must support all internet connections such as HTTP, HTTPS etc. The required throughput is 2 links, 200Mbps scalable to 1Gbps.				
<b>Domain Name Services and Public IPs Provisioning</b>					
31	The service provider must provide DNS (Domain Name Services) and hosting services (i.e., PIC DR Servers).				



Est. 1911 32	The service provider must provide planning and design of public IP addressing services.				
<b>24/7 Monitoring and Availability</b>					
33	The service provider must provide a real-time dashboard that has comprehensive reporting that indicates performance and utilisation so that predetermined policy-based up/downgrades can occur where required.				
34	The service provider must provide identification of probable causes of failures in the PIC environment.				
35	The service provider must provide an impact of associated systems, which can affect the PIC services availability.				
36	The service provider must define redundant methodologies/workaround.				

### 8.3 Information Requirements

The following table indicates the type of reports that must be generated from the Secure Network Connectivity., but not limited to.

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
1.	Network availability reports and real-time dashboards.				
2.	Capacity report and real-time view dashboards				
3.	Monthly service performance reports				
4.	Yearly vulnerability assessment report on all external public-facing IPs.				

## 9. FUNCTIONAL REQUIREMENTS

### 8.1 Project Management Services

The Bidder must provide Project Management Services for the development and implementation of the Secure Network Connectivity following the PIC implementation approach. The PIC further recognizes the importance of employing the correct delivery model from the onset.

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

The Bidder must also provide a detailed description of their Project Management process/ methodology in sufficient detail to convey to the PIC that it is capable to



implement its proposed service on time and within budget. The methodology should indicate clear stage gates that require approval and signoff, triggering payment on completion of key milestones.

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

The Bidder shall clearly specify the proposed approach, methodology, and plan for the development and implementation of the Secure Network Connectivity.

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

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

## **8.2 Client References**

Bidder(s) is expected to provide a list of at least three (3) contactable client references of companies where implementation, maintenance, and support of secure network infrastructure were successfully delivered within the last 12 months.

The Bidder is expected to provide references must be in the form of a letter, whereas it is not possible to provide references in the form of a letter e.g., appointment letter/contract documentation (the reference letter or other reference documents) be

related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.

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

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

### **8.3 Project Team Experience**

#### **CVs of Allocated Resources – Years of experience in providing Secure Network Infrastructure.**

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 of experience implementing the proposed or similar solutions;
- The technical lead response must include a table with the 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 a resource for this project who have a **minimum** of 2 years of experience implementing similar solutions;
- CVs 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 the 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.



**8.4 Support and Maintenance**

The Bidder is expected to provide Service Level Agreements for Support and Maintenance for a period of 5 years inclusive of the following but not limited to:

**Premium** support and maintenance SLA should include the following:

- **99.95% availability of the solution proposed.**
- **Service Levels: Service Priority Levels and associated Turnaround times for Incidents follows:**

Priority	Response Turn Around Time	Resolution Turn Around Time
1	Within 15 Minutes	Within 1 business hour
2	Within 30 Minutes	Within 4 business hours
3	Within 1 hour	Within 6 business hours

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

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

- Relationship and account management Activities.
- Bidder must provide a dedicated Service Delivery Manager.
- Bidder must provide an account manager.
- Services credit/penalty methodology/regime in case of a Service Level Breach on Service levels and availability.

• **Sample service level reporting.**

- The Bidder must provide ongoing support and maintenance of the WAN secure network infrastructure and perimeter security services.
- Provide support and maintenance, including remote and onsite assistance to resolve technical problems.

**10.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

Concerning functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below. The minimum threshold to qualify to be evaluated in the next phase is 70.

Technical / Functional Criteria	Weightings
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<b>10.1 Compliance with the Scope of Work</b>		
<p>Bidder must illustrate the current capability and capacity to meet the PIC scope of work with regards to providing implementation, maintenance, and support of the Secure Network Connectivity.</p>		
<b>Implementation, maintenance, and support of the Secure Network Connectivity</b>	<b>Weight</b>	<b>Please reference the Document name, page number in the Proposal</b>
10.1.1 Secure Network Infrastructure implementation approach	2.5	
10.1.2 IT Project Management services	2.5	
10.1.3 Change management	5	
10.1.4 Maintenance and Support	5	
10.1.5 Business requirements	5	
10.1.6 Technical requirements	5	
10.1.7 Information requirements	5	
<p><b>The Bidder must provide the above table as an attachment to the RFP in response to the implementation, maintenance, and support of the Secure Network Connectivity.</b></p>		

30



Technical / Functional Criteria	Weightings																														
<p><b>10.2CVs of Allocated Resources Technical Lead and Supporting Team – Years of experience in providing Secure Network Infrastructure</b></p> <p>Provide at least five (5) CVs of resources that will be assigned to provide the development, maintenance, and support of the Secure Network Infrastructure.</p> <p>All the resources must have the relevant experience and qualifications for handling, implementing, maintaining, and support of Secure Network Connectivity.</p> <p><b>In addition, the table below must be completed and included in the bid proposal section with the CVs. The Bidder must ensure that they provide resources with a similar experience and qualification in case there is a change of resources allocated to PIC.</b></p> <table border="1" data-bbox="209 1084 1256 1825"> <thead> <tr> <th data-bbox="209 1084 328 1525">Client</th> <th data-bbox="328 1084 577 1525">Development, maintenance, and support of the Secure Network Infrastructure</th> <th data-bbox="577 1084 770 1525">Relevance to Service Offerings</th> <th data-bbox="770 1084 916 1525">Start Date</th> <th data-bbox="916 1084 1059 1525">End Date</th> <th data-bbox="1059 1084 1256 1525">Client Contact Details</th> </tr> </thead> <tbody> <tr> <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> </tr> <tr> <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> </tr> </tbody> </table>	Client	Development, maintenance, and support of the Secure Network Infrastructure	Relevance to Service Offerings	Start Date	End Date	Client Contact Details																									<p><b>20</b></p>
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Technical / Functional Criteria	Weightings																																			
<p><b>10.3 Company Experience (Reference Letters)</b></p> <p>Bidder(s) is expected to provide a list of at least three (3) contactable client references of companies where implementation, maintenance, and support of Secure Network Infrastructure were successfully delivered within the last 12 months.</p> <p>The references must be in the form of a letter, whereas it is not possible to provide references in the form of a letter or alternative documentation e.g., appointment letter/contract documentation (the reference letter must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.</p> <p><b>The reference documents must include information as indicated below:</b></p> <table border="1" data-bbox="205 987 1311 1348"> <thead> <tr> <th data-bbox="209 987 319 1142">Client</th> <th data-bbox="319 987 461 1142">Contact Person</th> <th data-bbox="461 987 675 1142">Designation of contact</th> <th data-bbox="675 987 794 1142">Start Date</th> <th data-bbox="794 987 914 1142">End Date</th> <th data-bbox="914 987 1129 1142">Relevance to Service Offerings</th> <th data-bbox="1129 987 1308 1142">Client Contact Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													<p><b>20</b></p>
Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														

Technical / Functional Criteria	Weightings
<p><b>10.4 Service Level Agreement</b></p> <p>Bidder must:</p> <p>Propose Premium Support SLAs as detailed under <b>8.4 Support and Maintenance.</b></p>	<p><b>30</b></p>

## 11. 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



Est. 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:

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

	Year 1 exclusive of VAT	Year 1 inclusive of VAT	Year 2 exclusive of VAT	Year 3 inclusive of VAT	Year 4 exclusive of VAT	Year 5 inclusive of VAT	Total inclusive of VAT
<b>Other costs</b>							
Hosting Fees							
**Maintenance and support. Maintenance (including upgrades and minor enhancements)- and support services for a cloud-based							
Any other costs							

## 12. CONDITIONS

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

7.2 Joint Ventures / Consortiums

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

- All information stipulated in administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums, including ownership and executive management information.
- A percentage breakdown of the work allocation between the parties must be clearly indicated.
- A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted.

A skills transfer plan between the parties must be submitted.

**Non-Commitment**

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

**12.2** Reasons for rejection

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.

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.

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

### 12.3 Cancellation of Bid

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

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

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

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

#### 12.4 Clarifications

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

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

#### 12.5 Receipt of Bids

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

No late bids will be considered for evaluations.

#### 12.6 Presentations/Clarifications

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

#### 12.7 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.



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

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

Access to your Personal Information and purpose specification: Personal Information will be processed by the PIC for purposes of assessing the supplier's submission in relation to the RFP and for registering the supplier on the PIC supplier database and may be shared and stored internally for the purposes of assessing current and future services required by the PIC.

We<sup>9</sup> 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:	PIC003/2023	CLOSING DATE:		CLOSING TIME:	11:00 AM
-------------	-------------	---------------	--	---------------	----------

DESCRIPTION	
-------------	--

Appointment of a suitably qualified service provider for the implementation of the IT Service Management (ITSM) for a period of three (3) years

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

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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
---	--

CONTACT PERSON	<a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>	CONTACT PERSON	
----------------	--	----------------	--

TELEPHONE NUMBER		TELEPHONE NUMBER	
------------------	--	------------------	--

FACSIMILE NUMBER		FACSIMILE NUMBER	
------------------	--	------------------	--

E-MAIL ADDRESS		E-MAIL ADDRESS	
----------------	--	----------------	--

**SUPPLIER INFORMATION**

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS	
----------------	--





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**

- 13 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 14 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.
- 15 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 16 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 17 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 18 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 19 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**



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

**YES/NO**

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

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

---

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




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 interest<sup>2</sup> in the enterprise, employed by the state?

\_\_\_\_\_

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



**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 consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

14.4.5 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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:**




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

**5. Contact Details**

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

**6. Company Information**

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

**7. Banking Details**



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

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

**8. Tax Registration Details:**

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

**9. List of Shareholders:**

\* CIPC Documents must be attached.

**10. DECLARATION**

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

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

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

I declare that:

- All information provided is true and correct
- The signatory of the bid document is duly authorized
- Documentary proof regarding any bid issue, will, when required be submitted to the satisfaction of the PIC

PIC will upon detecting that:

- The BBBEE status level of contribution has been claimed or obtained on a fraudulent basis;
- Any of the conditions have not been fulfilled act against the bidder.

I understand that:

PIC may:

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

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

**20** \_\_\_\_\_ **at** \_\_\_\_\_:

Who warrants his / her authority hereto

For and on behalf of: \_\_\_\_\_



**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

---

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

(Hereinafter referred to as the parties.)

### **Introduction**

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

### **The Confidential Information**

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

### **Disclosure of confidential information**

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
6. The receiving party acknowledges that the confidential information is a valuable, special, and unique proprietary asset to the disclosing party.
7. The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 17, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. In this agreement “third party” means any party other than the parties.

8. Notwithstanding anything to the contrary contained in this agreement the parties agree that the confidential information may be disclosed by the receiving party to other related parties on a need-to-know basis; provided that that party takes whatever steps are necessary to procure that such other related parties agree to abide by the terms of this agreement to prevent the unauthorised disclosure of the confidential information to third parties. For purposes of this clause, the receiving party's other related parties and employees, directors or managers shall be deemed to be acting, in the event of a breach, as that party's duly authorised agents.
9. The receiving party agrees:
  - 9.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;
  - 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm, and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm, or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

**Title**

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

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

11. The receiving party undertakes not to use the confidential information for any purpose other than:
  - 11.1 that for which it is disclosed; and
  - 11.2 in accordance with the provisions of this agreement.

### **Standard of care**

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

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

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.
15. The receiving party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

### **Excluded confidential information**

16. The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any confidential information that:
  - 16.1 is known to, or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
  - 16.2 is or becomes publicly known, otherwise than as a result of a breach of this agreement by the receiving party;
  - 16.3 is developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;

- 16.4 is disclosed by the receiving party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the receiving party shall advise the disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- 16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;
- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

#### **Term**

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

#### **No Solicit**

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

#### **Additional Action**

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

#### **Breach**

20. In the event that the receiving party should breach the provisions of this agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the disclosing party shall

be entitled to invoke all remedies available to it in law including the institution of urgent interim proceedings and/or an action for damages.

#### **Amendments**

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

#### **Enforcement**

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

#### **Headings**

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

#### **Representations & Warranties**

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

#### **Entire agreement**

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

#### **Governing law**

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

**Submission**

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

**Domicile (Physical Address)**

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

29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

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

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

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

**Severability**

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

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Signed at                    on this the                    day of                    2023

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Witness signature.

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Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

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Print name.

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Print Name.



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Date.

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Date.

Signed at                    on this the                    day of                    2023

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Witness signature.

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Duly authorised representative of

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Print name.

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Print Name.

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Date.

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Date.

