



## **BID NO (PIC005/2021): APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CUSTOMISED UNITIZATION AND REPORTING ON AUM FOR A PERIOD OF THREE (3) YEARS**

This RFP seeks to identify a suitable qualified bidder to offer a customized unitization and reporting system for specific funds. The appointed service provider will also be responsible for issuing and distributing monthly statements to clients.

Please note there will be no briefing session on this tender

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## **BID NO (PIC004/2021): REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SUITABLE QUALIFIED BIDDER FOR THE PROVISION OF DOCUMENTS AND RECORDS MANAGEMENT SERVICES: FILE PLAN ENHANCEMENT; SCANNING AND INDEXING; AND CLASSIFICATION AND MIGRATION FOR PERIOD OF 5 (FIVE) YEARS.**

The Public Investment Corporation SOC Limited (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 Pension Fund ("GEPF"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP"):

The successful bidder will be required to provide solution in the following phases: **Phase 1: File Plan Enhancement; Phase 2: Scanning and Indexing; and Phase 3: Classification and Migration.**

**Closing date for all bid submissions: Monday, 28 June, 2021, Closing time: 11:00 AM**

**Enquiries:** A compulsory virtual briefing session will be held on Thursday, 10 June 2021 (starting at 11:00 to 12:00). Service providers must be connected at 10:45, as the session will start at exactly 11:00.

Bidders are requested to forward their email address before Friday 04 June 2021 to: [tenders3@pic.gov.za](mailto:tenders3@pic.gov.za) with this subject line: BID No (PIC004/2021)\_Appointment of a Service Provider specialising in the File Plan, Scanning and Indexing and Classification and Migration.

A soft copy of the RFP document will be available from the PIC website:

<https://www.pic.gov.za/pic/tenders/-procurement> from Monday, 31 May 2021.

**All enquiries should be directed to: [tenders3@pic.gov.za](mailto:tenders3@pic.gov.za)**

Due to the COVID-19 pandemic, all bidders who attend the compulsory briefing session will be provided with a one drive link to submit their bids.

No other methods will be accepted.

**BID NO (PIC004/2021): REQUEST FOR PROPOSAL  
FOR THE APPOINTMENT OF A SUITABLE QUALIFIED BIDDER FOR THE  
PROVISION OF DOCUMENTS AND RECORDS MANAGEMENT  
SERVICES: FILE PLAN ENHANCMENT; SCANNING AND INDEXING;  
AND CLASSIFICATION AND MIGRATION.**

Bid Number : PIC004/2021  
Closing Date : 28 June 2021  
Closing Time : 11:00am  
Place of Submission : OneDrive portal

**Compulsory Briefing Session: 10 June 2021**

**Briefing Time: 11am**

**Venue: On Microsoft Teams**

Validity period of bid: 90 days

## TABLE OF CONTENTS

	BID NO (PIC002/2021): REQUEST FOR PROPOSAL.....	1
1	<b>DEFINITIONS AND ABBREVIATIONS.....</b>	<b>4</b>
2	<b>INTRODUCTION.....</b>	<b>6</b>
3	<b>BACKGROUND.....</b>	<b>7</b>
4	<b>PIC DOCUMENTS AND RECORDS MANAGEMENT SCANNING AND MIGRATION BUSINESS REQUIREMENTS.....</b>	<b>11</b>
4.1	<b>Business Requirements.....</b>	<b>11</b>
4.2	<b>Minimum Requirements.....</b>	<b>13</b>
5	<b>PROJECT MANAGEMENT SERVICES.....</b>	<b>14</b>
6	<b>CLIENT REFERENCES.....</b>	<b>15</b>
7	<b>PROJECT TEAM EXPERIENCE.....</b>	<b>15</b>
8	<b>SERVICE MANAGEMENT.....</b>	<b>16</b>
9	<b>EVALUATION CRITERIA AND METHODOLOGY.....</b>	<b>17</b>
10	<b>ADMINISTRATIVE REQUIREMENTS.....</b>	<b>18</b>
11	<b>TECHNICAL/FUNCTIONAL SCORING CRITERIA.....</b>	<b>19</b>
12	<b>PRICING PROPOSAL.....</b>	<b>25</b>
13	<b>PROPOSED RESPONSES FORMAT.....</b>	<b>27</b>
14	<b>CONDITIONS.....</b>	<b>30</b>
15	<b>PART A SBD 1.....</b>	<b>37</b>
16	<b>DECLARATION OF INTEREST.....</b>	<b>421</b>
17	<b>COMPANY INFORMATION.....</b>	<b>488</b>



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18	DECLARATION.....	52
19	PUBLIC INVESTMENT CORPORATION SOC LIMITED.....	54

## 1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **ASA** mean Adaptive Security Appliance-CISCO
- 1.2 **B-BBEE** means black broad-based economic empowerment; status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.3 **BBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.4 **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;
- 1.5 **CC** means Compensation Commissioner Fund;
- 1.6 **Client** means the primary/principal Department that will 'own' the project and be the end-users of the project implementation;
- 1.5 **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, skill and knowledge in an activity for the execution of a contract;
- 1.7 **Document Appraisal** means the process of determining the value and thus the final disposition of institutional records, making them either temporary or permanent;
- 1.8 **DRMS** means Documents and Records Management Systems;
- 1.9 **ECM** means Enterprise Content Management;
- 1.10 **ECTA** means Electronic Communications and Transactions Act;
- 1.11 **GEPF** means Government Employee Pension Fund;

- 1.12 **Indexing** means the process of associating information with a file or specific tag allowing it to be easily found and retrieved later. The Indexed information will then be programmed into a document management system, which helps users to easily access the data they require;
- 1.13 **IT** means Information Technology;
- 1.14 **Migration** means data migration is the process of transferring data from a source system to a target system. It is a core task for any data storage professional;
- 1.15 **Naming Convention** means a well-chosen naming convention aid the casual user in navigating and searching larger structures;
- 1.16 **PIC** means the Public Investment Corporation;
- 1.17 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- 1.18 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.19 **SANAS** means the South African National Accreditation System;
- 1.20 **UIF** means Unemployment Insurance Fund;
- 1.21 **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid, in this case, being a period of 120 (one hundred and twenty) days;
- 1.22 **Records scanning** is the process of capturing paper documents and converting them to a digital format via an industrial scanning machine. Records scanning is also commonly referred to as document conversion or document imaging;
- 1.23 **Documents/Data Migration** is the transfer of data between data storage systems, data formats or computer systems.

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance. The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF) and Compensation Fund. Established in 1911, the PIC ranks amongst the best and most successful asset management firms in the world and is by far the biggest in Africa. The PIC runs one of the most diversified portfolios, which is made-up of multiple asset classes. These asset classes include listed equities, real estate, capital market, private equity and impact investing. Through listed investments, the PIC controls over 10% of the Johannesburg Stock Exchange and has direct and indirect exposure to almost all sectors of the South African economy. The corporation has a mandate to invest in the rest of the African continent and beyond. Over and above generating financial returns for clients, through its impact-investing programme, the PIC seeks to generate social returns by investing in projects that ensure inclusive growth. The PIC supports the United Nations' Sustainable Development Goals and considers environmental, social and governance issues in all its investments.

The PIC manages assets exceeding R2 trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

### 3 BACKGROUND

- 3.1. The PIC is in a process of modernizing its processes in an effort to achieve its strategic objectives such as, but not limited to the following:
- 3.1.1 Fulfilling and exceeding its client expectations by investing in sustainable growth, inclusivity, and transformation;
  - 3.1.2 Becoming a catalyst for continental integration and a global investor;  
and
  - 3.1.3 Growing our client base and investment products offering through innovative thinking.
- 3.2. To successfully achieve this, improve its documents and records management processes, and become compliant with regulations, the PIC has implemented a documents and records management systems (DRMS);
- 3.3. The implementation of the solution included the development of various document libraries to which the organisations departments and business units could securely store documents and records produced from the various business processes within the organisation.
- 3.4. However, the DRMS project did not include the migration of documents from shared drives, personal computers, and physical document storage areas e.g. cupboards;
- 3.5. The PIC has therefore decided to go to market to identify a suitably qualified bidder/s that will assist the organisation in the process Documents and Records



Management: File Plan Enhancement; Scanning and Indexing; and Classification and Migration;

3.6. This programme seeks to acquire the services of a suitably qualified bidder/s to assist the PIC with the enhancement of the file plan, identification, analyses, scanning, and migration of its physical and electronic documents and records from share drives, physical files, document management systems into the implemented Documents and Records Management System (DRMS);

3.7. The key benefits that are expected by the PIC from the proposed Documents and Records Management: File Plan Enhancement; Scanning and Indexing; and Classification and Migration include but are not limited to the following:

3.7.1 Improve adherence to record management policies, statutory requirements and regulations;

3.7.2 Improved accountability through the creation and preservation of records as reliable and authentic evidence;

3.7.3 Enable the PIC to improve compliance with documents and records management regulations;

3.7.4 Provide secure documents and records storage capabilities;

3.7.5 Enable improved turnaround times for the business to effectively respond to stakeholder needs;

3.7.6 Reduce the number of physical documents exchanging hands in the organisation;

3.7.7 Reduce loss of documents in transit between different PIC departments and business units;

- 3.7.8 Facilitate faster access to information from anywhere in the world, with security controls;
  - 3.7.9 Introduce improved document and records audit trail capabilities;
  - 3.7.10 Improve control over records and document-oriented process; and
  - 3.7.11 Enable comprehensive support for corporate and investment decisions which drives the performance of the PIC.
- 3.8. The scope of work defines the work what is to be done including specific tasks and detailed information about the expected deliverables;
- 3.9. The Documents and Records Management: File Plan Enhancement; Scanning and Indexing; and Classification and Migration programme must cover the entire PIC and will include the following in Scope areas:

### **3.9.1 IN-SCOPE**

- 3.9.1.1 Identification and approval of the scanning and migration approach;
- 3.9.1.2 Enhancement of the PIC File plan;
- 3.9.1.3 Determination of the eDocs and File Share content to be migrated (redundant, outdated and still relevant);
- 3.9.1.4 Information Classification of relevant records;
- 3.9.1.5 Determination of hard copy files to be scanned (redundant, outdated and still relevant);
- 3.9.1.6 Compilation of Scanning and Migration specifications;

- 3.9.1.7 Compile Document and Records Management Scanning and Migration strategy;
- 3.9.1.8 Conduct user requirements sessions;
- 3.9.1.9 Review a File Plan, Retention Schedule, and other related policies;
- 3.9.1.10 Leasing of the scanning equipment to the PIC;
- 3.9.1.11 Provision of Change and Communication Management; and
- 3.9.1.12 Provision of Project Management services;

3.10. Furthermore, the scope of the project includes:

- 3.10.1 Analysis of existing PIC records, both electronic and hard copies;
- 3.10.2 Scanning of hard copies into an electronic repository;
- 3.10.3 Migrating documents from different systems/environments into the central DRMS;
- 3.10.4 Ensuring adequate labelling and referencing of documents;
- 3.10.5 Identifying documents and archiving them in line with retention requirements;
- 3.10.6 Identification of documents and disposing them in line with POPIA and PIC retention policy; and
- 3.10.7 Classifying and streamlining access control in line with PIC classification policy.

#### 4 PIC DOCUMENTS AND RECORDS MANAGEMENT: FILE PLAN ENHANCEMENT; SCANNING AND INDEXING; AND CLASSIFICATION AND MIGRATION BUSINESS REQUIREMENTS

In addition to the scope of the programme, the following requirements are to be met as part of the Documents and Records Management: File Plan Enhancement; Scanning and Indexing; and Classification and Migration services:

##### 4.1 Business Requirements

#	Business Requirements Description	Comply	Not Comply	Comment	Ref on RFP Response
BR1	<p><u>Provide of the scanning equipment, RPA and resources</u></p> <p><b>BR 1.1:</b> The service provider/s is expected to provide scanning equipment to the PIC on a lease agreement for the duration of the program.</p>				
	<p><b>BR 1.2:</b> The service provider should deliver a Robotic Process Automation – a computer software that can integrate into SharePoint to facilitate the elimination of wrong indexing.</p>				

	<b>BR 1.3:</b> Scan Operator, Document Preppers, Document / data Capturers.				
<b>BR2</b>	<b><u>Provide document migration services</u></b>  <b>BR 2.1:</b> Facilitate content clean-up of the current file storage applications and network drives for migration of PIC documents to the DRMS.				
	<b>BR 2.2:</b> Adopt and adapt the proposed PIC migration strategy;				
	<b>BR 2.3:</b> Classify existing document to determine where documents should be migrated to.				
	<b>BR 2.4:</b> Enhance the PIC file plan				
<b>BR3</b>	<b><u>Provide Change and Project management services</u></b>  <b>BR 3.1:</b> Implement a comprehensive communication and training strategy to help drive user adoption of the DRMS solution;	<b>M</b>			
	<b>BR 3.2:</b> Execute communications and training strategy.				

	<p><b>BR 3.3:</b> A designated full-time Project Manager from inception to close-out of the Project.</p>				
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## 4.2 Minimum Requirements (Phase1)

The bidder must comply to the following **minimum requirements** in order to respond to this RFP.

- 4.2.1 One of the bidder’s managing directors must have a minimum of ten (10) years working in the documents and records management field and with experience offering Document Scanning and Migration, and File plan enhancement services;
- 4.2.2 The Bidder must provide Records Management practitioners with the following records management qualification/s:
  - 4.2.2.1 Bachelor of Arts in Archives and Records Management or any equivalent qualifications.
- 4.2.3 The Bidder must provide the following resources for the PIC Documents and Records Management: File Plan Enhancement; Scanning and Indexing; and Classification and Migration programme:

- 4.2.3.1 Suitably qualified and experienced File Plan Specialist with a minimum of 5-years' experience;
- 4.2.3.2 Suitably qualified and experienced Project Manager a minimum of 5-years' experience;
- 4.2.3.3 Suitably qualified and experienced Change Management Specialist a minimum of 5-years' experience; and
- 4.2.3.4 Suitably qualified and experienced Records Management Practitioner with Seven (7) years' experience in providing Documents and Records Management Scanning and Migration program, and File Plan Enhancement or similar services:

**NB: The Project Lead assigned to the PIC Documents and Records Management Scanning and Migration program, and File Plan Enhancement must have a minimum of ten (10) years' experience.**

## **5 PROJECT MANAGEMENT SERVICES**

The PIC recognizes the extent of the scope of work that the bidder will be engaging in during the provision of Documents and Records Management Scanning and Migration program, and File Plan Enhancement services:

**The bidder is therefore requested to provide Project Management Services for the full duration of the Documents and Records Management Scanning and Migration program, and File Plan Enhancement Programme.**

In responding to this RFP, the bidder/s must 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 must indicate clear stage gates which require approval and signoff, **triggering payment on completion of key milestones.**

The PIC expects the bidder/s to provide project documentation, from Project initiation document, project plan, requirements analysis and documentation, deployment strategy, risk and issue register, training and skills transfer to PIC personnel, change management documentation and a signed-off project closeout report.

## 6 CLIENT REFERENCES

The bidder/s must provide a list of at least 4(four) contactable client references (excluding the PIC) of companies where similar work has been successfully delivered within the last 5 (five) years. **Bidder must include reference letters from clients;**

The PIC may use the references provided as a basis for which client sites will be visited. For shortlisted Bidder/s, the PIC may require assistance to arrange site visits. References details must include the following:

- 6.1. The name of the entity, service provided, contact person, designation of contact, contact number, and date of service rendered; and
- 6.2. Reference letter from client confirming the provision of **document and records scanning and migration services.**

## 7 PROJECT TEAM EXPERIENCE

7.1. The bidder must provide a summary of the company's staff compliment and CV details/experience of the team to be assigned to this project.

- 7.1.1. Experience of the core project team to be involved in the provision of the **Documents and Records Management Scanning and Migration program, and File Plan Enhancement**



must be a minimum of 15 years combined (Excluding the project lead) delivering the similar projects;

7.1.2. The Project Lead must have a minimum of 10 years' experience providing **document and records scanning and migration services**;

7.1.3. CV's and valid documents and records management certifications for all the team members assigned to the project must be provided;

7.1.4. The project lead response must include a table with Client, Project Implemented, Project Start and End Dates, Client Contact Details.

**NB:** The bidder must have additional resources with similar experience as project lead to cover when one resource is not available in order to reduce key man dependency risk;

7.2. The resources assigned to this project are expected to have a combination of experience and the following certifications mentioned in section 4.2.

Valid certified copies of the resources' certifications must be included for verification.

## **8 SERVICE MANAGEMENT**

The Bidder must provide Service Level Agreements for Support and Maintenance for a period of 3 years stipulating and inclusive of the following:

- **Premium support inclusive but not limited to the following:**
  - **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; and
- Sample service level reporting

## 9 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Minimum Requirements
- **Phase 2:** Compliance to administrative requirements
- **Phase 3:** Service Offering Requirements (100 points).

Bidder, who score below 70 points, will not go through to the next level of evaluations. **Presentations** and site visits will form part of the technical evaluation. (Bidder who score 70 or more points out of 100 points allocated at service offering evaluation will be subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).

Price and BEE Evaluations (80/20 points).

- **Phase 4: Pricing Proposal**

Bidder(s) who fail to comply phase 1 and 2 requirements will not proceed to the next phases

## 10 ADMINISTRATIVE REQUIREMENTS (PHASE 2)

***The Bidder will proceed to the next stage when they comply with the requirements stated herein below.*** Bidders who are **NOT compliant** will be **disqualified**

***The bidder will proceed to the next stage when they comply with the following requirements:***

Submission of:

- A valid and original Tax Clearance Certificate/Valid Tax Pin Number.
- BBEE 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 are to submit sworn Affidavit.
- In case of a joint venture or consortium a Valid certified copy of consolidated BEE certificate must be submitted.
- Signed and completed declaration of interest document
- Signed and completed SBD 1 – Invitation to Bid document
- Signed and completed Company Information document
- Latest audited or reviewed Financial statements within the last two years

- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document
- Submission of the bid document and a separate pricing proposal.
- All documents should be indexed, clearly marked with bid number.
- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. **Kindly enclose your CSD registration number.**

## 11 PROJECT DELIVERY PHASES

The bidder/s is expected to deliver the PIC Documents and Records Management Scanning and Migration program, and File Plan Enhancement programme in the following phases:

**Phase 1:** File Plan Enhancement;

**Phase 2:** Scanning and Indexing; and

**Phase 3:** Classification and Migration.

## 12 TECHNICAL/FUNCTIONAL SCORING CRITERIA

With regards to technical/functional, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below:

Technical / Functional Criteria	Weightings
<p><b>12.1 Project Management</b></p> <p><b>Elements:</b> Submission by bidder must include an adequate and clear plan on project management for Documents and Records Management Scanning and Migration program, and File Plan Enhancement programme.</p> <p>The proposed project management plan must include details on the following:</p> <ul style="list-style-type: none"> <li>• <b>Project Methodology</b> (including Project Management &amp; Governance, Change Management and Risk Management) – The project methodology must indicate how the bidder/s will deliver the programme through the three (3) phases state in <b>section 11</b></li> <li>• <b>PIC services offering Readiness Assessment</b> (with recommendations)</li> <li>• <b>PIC services Roadmap</b></li> <li>• <b>Implementation Plan</b> (including migration)</li> <li>• <b>Post Implementation</b> - stabilisation, service delivery and support (including managed services life cycle)</li> </ul>	<p><b>15</b></p>

Technical / Functional Criteria	Weightings
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**12.2 Project Team Lead and Core Team – Years of experience in providing Documents and Records Management Scanning and Migration Services**

**15**

- The Project Team Lead must have a minimum of ten (10) years (e.g. from 2010 to current) project team lead experience providing Documents and Records Management Scanning and Migration Services.
- The core project team to be involved in the provision of the Documents and Records Management Scanning and Migration Services project must have a combined minimum of fifteen (15) years' experience. This is excluding the required experience of the Project team lead.

**Please provide copies and Documents and Records Management Scanning and Migration Services certification of the C.V. of the Project Team Lead and the project team that will be responsible for the provision of the Documents and Records Management Scanning and Migration program, and File Plan Enhancement Services. In addition, the table below must be completed and be included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V**

<b>Client</b>	<b>Project Implemented</b>	<b>Budget</b>	<b>Start Date</b>	<b>End Date</b>	<b>Relevance to Service Offerings</b>	<b>Client Contact Details</b>

Technical / Functional Criteria	Weightings
<p><b>12.3 Company Experience (References)</b></p> <p>Please provide <b>A MINIMUM</b> of four (4) recent) attestation letters from the respective customers on the letterheads <b>CONFIRMING Provision of a Documents and Records Management Scanning and Migration Services.</b></p> <p>The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, contact numbers.</p> <p><b>Please note: The PIC will not accept a list of references and/or references listed on a table. The reference letters must be in the form of individual letters from the respective customers. Reference letters must not be older than three (3) years.</b></p>	<p style="text-align: center;"><b>20</b></p>

Technical / Functional Criteria	Weightings													
<p><b>12.4 Compliance to the PIC Documents and Records Management Scanning and Migration program, and File Plan Enhancement Services scope</b></p> <p><b>Bidder must illustrate current capability and capacity to meet PIC Documents and Records Management Scanning and Migration program, and File Plan Enhancement Services Business requirements:</b></p> <table border="1" data-bbox="209 902 1160 1570"> <thead> <tr> <th data-bbox="209 902 815 1037">Documents and Records Management Scanning and Migration Services Scope Item</th> <th data-bbox="818 902 970 1037">Weight</th> <th data-bbox="973 902 1160 1037">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 1041 815 1435">           Documents and Records Management Scanning and Migration program, and File Plan Enhancement Business Requirements           <ul style="list-style-type: none"> <li>- File Plan Enhancement</li> <li>- Scanning and Indexing</li> <li>- Classification and Migration</li> </ul> </td> <td data-bbox="818 1041 970 1435" style="text-align: center; vertical-align: middle;">30</td> <td data-bbox="973 1041 1160 1435"></td> </tr> <tr> <td data-bbox="209 1440 815 1503">Minimum Requirements <b>see section 4.2</b></td> <td data-bbox="818 1440 970 1503" style="text-align: center;">10</td> <td data-bbox="973 1440 1160 1503"></td> </tr> <tr> <td data-bbox="209 1507 815 1570">Value Adds</td> <td data-bbox="818 1507 970 1570" style="text-align: center;">5</td> <td data-bbox="973 1507 1160 1570"></td> </tr> </tbody> </table> <p><b>The Bidder must provide the above table as an attachment to the RFP response to the Documents and Records Management Scanning and Migration program, and File Plan Enhancement: Services requirements.</b></p> <p><b>*All value adds must be clearly articulated and referenced as per the table above.</b></p>	Documents and Records Management Scanning and Migration Services Scope Item	Weight	Section in Proposal	Documents and Records Management Scanning and Migration program, and File Plan Enhancement Business Requirements <ul style="list-style-type: none"> <li>- File Plan Enhancement</li> <li>- Scanning and Indexing</li> <li>- Classification and Migration</li> </ul>	30		Minimum Requirements <b>see section 4.2</b>	10		Value Adds	5		45	
Documents and Records Management Scanning and Migration Services Scope Item	Weight	Section in Proposal												
Documents and Records Management Scanning and Migration program, and File Plan Enhancement Business Requirements <ul style="list-style-type: none"> <li>- File Plan Enhancement</li> <li>- Scanning and Indexing</li> <li>- Classification and Migration</li> </ul>	30													
Minimum Requirements <b>see section 4.2</b>	10													
Value Adds	5													



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Technical / Functional Criteria	Weightings
<p><b>12.5 Service Level Agreement</b></p> <p><b>Bidder must:</b></p> <p><b>Propose SLAs inclusive of the following as per section 8:</b></p> <ul style="list-style-type: none"> <li>- <b>Premium support inclusive but not limited to the following:</b> <ul style="list-style-type: none"> <li>○ <b>Service Priority Levels and associated Turnaround times as per section 8.</b></li> </ul> </li> <li>- <b>Relationship Management Activities</b></li> <li>- <b>Services credit methodology in case of a Service Level Breach; and</b></li> <li>- <b>Sample service level reporting</b></li> </ul>	<p><b>5</b></p>

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### 13 PRICING PROPOSAL

Bidder/s 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. 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 on the pricing proposal.

When completing the Pricing Bidder must take note of the following:

- All pricing (including services, resources, hourly rates charged etc.) to be quoted in South African Rand including VAT. Pricing should be in alignment with the National Treasury.
- Bidders to incorporate pricing assumptions which will include:
  - Forex;
  - Licensing fees; and
  - Price fluctuations.
- Pricing assumptions must cater for growth of PIC staff complement.
- Pricing must show clearly the once off implementation cost and ongoing maintenance cost.
- Disbursements will be discussed and agreed during contract negotiations in line with the PFMA and/or National Treasury Regulations.

Pricing should follow this format considering the outlined deliverables specified in the tender document.

<b>PIC Documents and Records Management Scanning and Migration Services</b>	<b>Once-Off Costs (e.g. Transitioning and Implementation services)</b>	<b>Monthly Maintenance &amp; Support</b>	<b>Monthly Fee</b>	<b>Annual Fees (e.g. Licensing Fees)</b>	<b>Sub-Totals</b>	<b>Explain Basis for Total Monthly Fee / Comments</b>
<b>Documents and Records</b>						

<b>Management Scanning and Migration Services</b>						
<b>Scanning Equipment</b>						
<b>Other (add a row for each category)</b>						
<b>TOTALS:</b>						N/A

#### 14 PROPOSED RESPONSES FORMAT

For the purpose of ease in evaluating the **Functionality of bids**, Bidder are required to present their bid documentation under the following headings:

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>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
<b>Section 4</b>	Scope of Work	Respond and cover all items presented for Documents and Records Management Scanning and Migration program, and File Plan Enhancement Services.
<b>Section 5</b>	Project Management Services	Respond and cover on how the project will be approached and planned.
<b>Section 6</b>	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 7</b>	Client References	Provide a summary of client references
<b>Section 9</b>	Service Management	Should cover the proposed SLA, support and maintenance plan for a period of 5 years
<b>Section 13</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

### **Phase 3: PRICE AND BEE EVALUATION**

All Bidder to submit their pricing as per schedule below-

- (a) Annual increases must not exceed CPI related to the specific year;
- (b) A maximum of 80 points is allocated for price on the following basis:

Where

P = Points scored for price of bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

Points will also be awarded based to a bidder for attaining their B-BBEE status level of contribution in accordance with the table below:

B-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

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

- 13.7 Points scored will be rounded off to the nearest two decimal places.
- 13.8 The Bidder who scored the highest point will be awarded the bid.
- 13.9 In the event where two or more Bidder scored equal points, the successful bidder must be the one scoring the highest preference points for BBBEE.
- 13.10 However, when functionality is part of the evaluation process and two or more Bidder have scored equal points including equal preference points for BBBEE, the successful bidder must be the one scoring the highest for functionality.
- 13.11 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

## 14.1 Joint Ventures / Consortiums

14.1.1 The following information and documentation must be submitted:

14.1.1.1 All information stipulated in paragraph 10 under minimum and administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums, including ownership and executive management information.

14.1.1.2 In case of a joint venture a valid certified copy of consolidated BEE certificate must be submitted.

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

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

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

## 14.2 Non-Commitment

16.2.1 The PIC reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.

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



### 14.3 Reasons for rejection

- 14.3.1 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.
- 14.3.2 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.
- 14.3.3 The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 14.3.4 The PIC may disregard any submission if that Bidder, or any of its directors -
- 14.3.5 Have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- 14.3.6 Have committed proven fraud or any other improper conduct in relation to such system;
- 14.3.7 Have failed to perform on any previous contract and the proof thereof exists; and/or
- 14.3.8 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.

#### 14.4 Cancellation of Bid

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

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

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

14.4.1.3 no acceptable bids are received

14.4.1.4 unsuccessful contract negotiations

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

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

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

#### 14.5 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 [tenders3@pic.gov.za](mailto:tenders3@pic.gov.za) .

Clarifications questions must be provided by no later than the 28 June 2021 and responses will be provided by the 22 June 2021.

#### 14.6 Receipt of Bids

Each bid shall be in writing using non-erasable ink and shall be submitted on the official document of Bid issued with the bid documents. The bid shall be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, the bid box number (where applicable), and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

The onus shall be on the bidder to place the sealed envelope in the official marked locked bid box provided for this purpose, at the designated venue, not later than the closing date and time specified in the bid notice.

Postal bids will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate bid box by the closing time for such bids, it being understood that PIC disclaims any responsibility for ensuring that such bids are in fact lodged in the bid box. Proof of posting

of a bid will not be accepted as proof of delivery to the appropriate place for the receipt of bids. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

#### 14.7 Late Bids

Bids received late shall not be considered. A bid will be considered late if arrived only one second after 11h00 or any time thereafter. The tender box shall be locked at exactly 11h00. Bids received late shall be returned unopened. Bidder are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

#### 14.8 Presentations

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

#### 14.9 Service Level Agreement (SLA)

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

16.9.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

#### 14.10 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.

See **ANNEXURE B** for Contracting terms and conditions.



**16 PART A SBD 1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION</b>					
BID NUMBER:	PIC010/2019	CLOSING DATE:	*****	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF THE <b>Documents and Records Management Scanning and Migration program, and File Plan Enhancement SERVICES.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		

E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					

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

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

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

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



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST

SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## 17 DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the

enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

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

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars:

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

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

2.10.1 If so, furnish particulars:

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

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

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

**DECLARATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED  
(NAME).....

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

I ACCEPT THAT THE PIC MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION  
PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder



**18 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:**

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

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

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

***Please tick the relevant box(es):***

STATUS	INDICATION
--------	------------

<p>The company has been independently verified (assessed / rated / certified)</p> <p><i>Please submit the B-BBEE verification certificate.</i></p>	<input data-bbox="1023 472 1126 573" type="checkbox"/>
<p>The company is in the process of being verified. Please submit a letter from verification agency. <i>(i.e. verification to be completed within a maximum of 2 months)</i></p>	<input data-bbox="1023 741 1126 842" type="checkbox"/>

## 19 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:

\_\_\_\_\_

**19. 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 \_\_\_\_\_ 2018

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Witness signature.

---

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

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Print name.

---

Print Name.

---

Date.

---

Date.



Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_

Witness signature.

\_\_\_\_\_

Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_

Print name.

\_\_\_\_\_

Print Name.

\_\_\_\_\_

Date.

\_\_\_\_\_

Date.

## **ANNEXURE B**

### **Contracting terms and conditions**

- Bidder are advised that a valid contract will only come into existence between the PIC and the successful bidder after conclusion of successful negotiations and signature of the Contract by both parties' respective delegated authorities.

Key contractual principles that successful Bidder must note for the final contract are as follows:

- **Duration**

Contracts will be for a fixed period. There will be no auto-renewals renewals.

- **Limitation of Liability**

The limitation of liability is subject to negotiation and will be informed by the contract value and risk associated with the contract.

### **Ownership of Data**

The PIC shall retain ownership of the Data and all Intellectual Property Rights in and to all the Data.

### Termination of Convenience

PIC requires a clause addressing termination of convenience

### Governing Law

The PIC preferred Governing Law of the Contract between the parties is the law of the Republic of South Africa. In the event that the parties cannot agree on South African law, the PIC will accept the law of England.

### Warranty

The Successful Bidder warrants that it:

- is authorised to enter into an Agreement and able to perform each of its duties in terms of the Agreement;
- is suitably qualified to provide the Services;
- is registered with the relevant industry body and its employees have the required certification and licences; 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.