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## **BID NO: PIC023 2023**

### **APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER(S) WITH A PROVEN TRACK RECORD OF SUCCESSFULLY DESIGNING, IMPLEMENTING, AND PROVIDING COMPREHENSIVE SUPPORT FOR AN ENTERPRISE RISK MANAGEMENT AND OPERATIONAL RISK MANAGEMENT SYSTEM.**

The successful Service provider(s) will be required to provide maintenance and support of the proposed system for a period of five (5) years

Bid Number: PIC0232023  
Briefing Session: 24 November at 11:00 – 13:00  
Closing Date: 13 December 2023  
Closing Time: 11:00 AM

Access to documents: [www.pic.gov.za/pic/tenders/corporate-procurement/PIC023/2023](http://www.pic.gov.za/pic/tenders/corporate-procurement/PIC023/2023)

Document will be available on the PIC website from 13 November 2023

## REQUEST FOR PROPOSAL: PIC023 2023

BID REFERENCE NUMBER:	<b>PIC023 2023</b>
BID DESCRIPTION:	<p>Appointment of suitably qualified Service provider(s) with a proven track record of successfully designing, implementing, and providing comprehensive support for an ERM/ORM system.</p> <p>The successful Service provider(s) is required to provide maintenance and support of the proposed system for a period of five (5) years.</p>
PIC WEBSITE:	<a href="http://www.pic.gov.za">www.pic.gov.za</a>
CLOSING DATE:	13 December 2023
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	12 months
SUBMISSION DETAILS:	Bidders are to request submission email at <a href="mailto:enquiries3@pic.gov.za">enquiries3@pic.gov.za</a>
SUBMISSION REQUIREMENTS	<p>Bidders are required to submit their proposal on time.</p> <p>All documents should be uploaded electronically.</p>
NON-COMPULSORY BRIEFING SESSION:	<p>a. A virtual briefing session will be held on 24 November 2023 at 11:00 – 13:00.</p> <p><b>b. Bidders are to send an electronic notification to <a href="mailto:enquiries3@pic.gov.za">enquiries3@pic.gov.za</a> to be invited to the briefing session by latest 17:00 PM on to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.</b></p>

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## 1. Definitions and Abbreviations

- 1.1. **B-BBEE** means black broad-based economic empowerment.
- 1.2. **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.3. **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals.
- 1.4. **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 1.5. **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.
- 1.6. **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of same by both party's delegated authorities.
- 1.7. **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, considering among other factors,

the quality, reliability, viability, and durability of a service and the technical capacity and ability of a service provider.

- 1.8. **Management** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.9. **Ownership** means the percentage of ownership and control, exercised by individuals within an enterprise.
- 1.10. **Validity Period** means the 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.
- 1.11. **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).
- 1.12. **SANAS** means the South African National Accreditation System.
- 1.13. **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013).
- 1.14. **GDPR** means the General Data Protection Regulation.
- 1.15. **POPI** means the Protection of Personal Information Act.
- 1.16. **IFRS 9** means International Financial Reporting Standard.

## 2. Introduction

- 2.1. The PIC is in a process of reinventing itself into a world-class asset management house assured to achieve its investment and development mandate. To achieve this, the PIC seeks to:
  - 2.1.1. Streamline and simplify its business processes.
  - 2.1.2. Empower teams to make decisions at the lowest level of the organisation which is closer to the action in line with the approved DoA.
  - 2.1.3. Reduce the number of manual paper-based business processes through automation.
  - 2.1.4. Redefine the organisation's business processes, readying itself to be a future fit by being agile and responsive.
- 2.2. To that end, the PIC intends to acquire and implement an ERM and ORM (Enterprise Risk Management and Operational Risk Management) system for its ERM and ORM department.
- 2.3. The ERM and ORM is tasked with helping the PIC identify and recognize potential risks and uncertainties that could impact its operations, objectives, and strategic goals. This heightened awareness is essential for proactive risk management.
- 2.4. Furthermore, the department is accountable for the identification and assessment of risks that can adversely impact the organisation. The PIC can take steps to protect its assets, including financial resources, physical assets,

intellectual property, and human capital. This protection helps ensure the sustainability of the organization.

### 3. Instructions On Submission of Proposal

<b>Section 1</b>	Cover letter	Brief company background, services, and expertise, contact name, and details of delegate authorized to make representations for the organization.
<b>Section 2</b>	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
<b>Section 3</b>	Minimum Requirements	Response to minimum requirements and evidence to proof compliance to requirement
<b>Section 4</b>	Scope of Work	Response to ERM/ORM System Business Requirements Annexure A-D.
<b>Section 5</b>	Project Management Services	The Bidder should also provide detailed description of their Project Management process / methodology in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and on budget. The methodology should indicate



		clear stage gates which require approval and signoff, triggering payment on completion of key milestones
<b>Section 6</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 7</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

#### 4. Background and Scope of Services

- 4.1. The PIC is in a process of modernizing its processes to achieve its strategic objectives such as, but not limited to the following:
- 4.1.1. Fulfilling and exceeding its client expectations by investing in sustainable growth, inclusivity, and transformation.
  - 4.1.2. Becoming a catalyst for continental integration and a global investor.
  - 4.1.3. Growing our client base and investment products offering through innovative thinking.

- 4.2. To successfully achieve this, the PIC requires the use of Information Technology solutions necessary to enable seamless ERM/ORM processes and related digital business changes.
- 4.3. Currently, the organisation has fragmented systems and manual processes used to fulfill risk management processes which have presented several challenges including but not limited to:
  - 4.3.1. **Risk Mitigation:** The primary driver for the implementation of the ERM/ORM system in the PIC is the need to identify, assess, and mitigate risks that could threaten the organization's financial sustainability, reputation, or operational continuity.
  - 4.3.2. **Compliance Requirements:** Regulatory compliance is a significant driver, especially in industries with stringent regulations such as those the PIC operates in. The PIC needs to adhere to legal and industry-specific standards, and the ERM/ORM system will assist in meeting these compliance requirements.
  - 4.3.3. **Business Continuity:** Ensuring business continuity during adverse events, such as natural disasters, cyberattacks, or supply chain disruptions, is a driver for implementing the ERM/ORM system in the PIC. The ERM/ORM system will help plan for and manage such events.
  - 4.3.4. **Global Expansion:** The PIC endeavors to expand into new markets and therefore faces different risks and challenges. Implementation of the ERM/ORM system in the PIC will help identify and navigate these risks, making global expansion more manageable and successful.

- 4.3.5. Aged and fragmented application architecture which is inflexible and difficult to maintain i.e. it cannot be extended for use on mobile devices nor enhanced with emerging technologies (e.g. artificial intelligence) which are critical for investment management.
- 4.4. As a result, the PIC seeks to solicit proposals and appoint a suitably qualified service provider(s) with a proven track record of successfully implementing and providing comprehensive support for an ERM/ORM system.
- 4.5. The prospective Service provider(s) is required to provide maintenance and support of the proposed solution for a period of five (5) years.
- 4.6. The key benefits expected by the PIC from the proposed ERM/ORM system offering include but are not limited to the following:
- 4.6.1. **Comprehensive Risk Identification:** ERM/ORM systems provide a structured framework for identifying and cataloguing risks, ensuring that no significant risk goes unnoticed. This comprehensive approach will help the PIC recognize potential threats and opportunities.
- 4.6.2. **Proactive Risk Management:** ERM/ORM systems promote a proactive approach to risk management. This will allow the PIC to anticipate and address risks before they escalate into larger issues, reducing the likelihood of costly incidents.
- 4.6.3. **Resource Allocation Optimization:** With a clear understanding of risks and their priorities, the PIC will be enabled to allocate resources, including finances, personnel, and technology, more effectively to address critical risks.

- 4.6.4. **Enhanced Stakeholder Confidence:** Demonstrating a commitment to risk management through ERM/ORM systems can enhance stakeholder confidence, including investors, customers, and partners. This can lead to increased trust and potential business opportunities for the PIC.
- 4.6.5. **Enhanced Communication:** The ERM/ORM system will assist in the facilitation of communication and collaboration among different PIC departments and teams within an organization, ensuring that everyone is on the same page regarding risk management efforts.
- 4.6.6. **Enhanced Reporting:** The ERM/ORM system will enhance the reporting process for the ERM/ORM processes, which is currently manual. The manual reporting process is time-consuming.
- 4.7. The scope of work for the implementation of the ERM/ORM system includes implementation of the system using agile methodologies, including:
  - 4.7.1. **Project planning** – carried out for stakeholders to get a clear understanding of the end goal and value the ERM/ORM system is to deliver to the organisations.
  - 4.7.2. **Product roadmap creation** – breaking down features for the final ERM/ORM system. A product backlog will be developed to detail all the features and deliverables of the completed PIC-ERM/ORM system.
  - 4.7.3. **Release planning** – used for shorter development cycles(sprints) with ERM/ORM system features released at the end of each implementation cycle.

- 4.7.4. **Sprint planning** – detailing what each cycle of the ERM/ORM system must accomplish and how the deliverable is achieved and assessing the task load of the project team.
- 4.7.5. **Daily Standups** – will be used by the project team to assess the progress of each sprint, assessing whether changes must be made.
- 4.7.6. **Sprint Review and Retrospective** – Post the completion of the ERM/ORM system sprint, the team will present the finished sprints to all stakeholders ensuring that requirements are being adhered to.
- 4.8. The service provider is expected to perform data migration from the current PIC-ERM/ORM systems/documents to their proposed solution.
- 4.9. The prospective service provider is expected to provide comprehensive maintenance and support for the deployed ERM/ORM system for a period of five (5) years.

## 5. Evaluation Criteria

- 5.1. The following evaluation criteria will be applied:
  - 5.1.1. **Phase 1:** Compliance with Administrative requirements (100% Pass threshold).
  - 5.1.2. **Phase 2:** Compliance with Minimum requirements (100% Pass threshold).
  - 5.1.3. **Phase 3:** Compliance with ERM/ORM Solution requirements (75% Pass threshold) – **Annexure A-E.**

5.1.4. **Phase 4:** Functional Evaluation criteria (70%) As part of the Due Diligence exercise, Shortlisted Bidders may be requested to:

5.1.4.1. Conduct presentations on Functional requirements and demonstration of proposed solution and/or arrange site visits with selected reference clients/arrange on-line reference check interviews. Only bidders that have obtained 70% and above may be shortlisted for presentations.

5.1.5. **Phase 5: Price & B-BBEE**

## 5.2. Phase 1: Administrative Requirements (100%)

Requirement	Appendix Number	Tick ✓
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). <b>(Applicable to local bidders)</b>		
EME's and QSE's – Sworn Affidavit. <b>(Applicable to local bidders)</b>		
Signed and completed disclosure of interest document.		
Signed and completed SBD 1 – Invitation to Bid document.		
Signed and completed Company Information document.		
Acceptance of the conditions as stipulated in the bid document.		
CSD Registration Document		
Completion and signing of POPIA Consent Form		

Requirement	Appendix Number	Tick ✓
Submission of the bid documents and a separate pricing proposal.		

### 5.3. Phase 2: Minimum Requirements (100%)

Requirement	Bidders to indicate comply/no comply	Indicate page and paragraph numbers where evidence requirements can be found for responses, failure to do so will disqualify your proposal from further evaluation
<p><b>The service provider(s) must have a minimum of five (5) years 'experience implementing similar solutions in the financial services sector (Preferably Asset Management).</b> Proof must be included but is not limited to reference letters (on company letterhead), and contactable references. <b>Where it is not possible to provide references in the form of a letter, any other reference document must be provided e.g., appointment letter/contract documentation (the</b></p>		



<p><b>reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.</b></p>		
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<p><b>In the case of a joint venture the majority partner must be the lead and must have been in business for a minimum of five (5) years.</b></p> <p>Proof must be included but is not limited to reference letters (on company letterhead), and contactable references. <b>Where it is not possible to provide references in the form of a letter, any other reference document must be provided e.g., appointment letter/contract documentation (the reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract.</b></p>		
<p><b>Maintenance of the solution must not interrupt PIC's business day-to-day activities.</b></p>		

<p><b>Scheduled maintenance must be performed after hours or in pre-approved time slots in line with, and the solution must have <u>99.95% availability of the SaaS Offering.</u></b></p>		
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#### 5.4. Phase 3: ERM/ORM business requirements

5.4.1. The service provider must indicate compliance with requirements stated in **Annexure A - E** as follows - By ticking ✓ the relevant box **“Comply”** or **“Not Compliant”**. In the event that no tick ✓ is made, it will be accepted that the service provider is **“Not Compliant”**.

5.4.2. The service provider is expected to meet a **minimum of 75%** of the requirements (Annexure A - ORM, Annexure B - ERM, Annexure C - SHE, Annexure D - BCM, Annexure - E – Nonfunctional Requirements).

**NB: A minimum of 75% must be achieved on all the annexures except for Annexure C(SHE) but an aggregate score of 75% must be achieved on all requirements.** The service provider must indicate the section page in their proposal under “Reference in proposal” **on Annexure A-E.**

## 5.5. Phase 4: Implementation Requirements(Functional Criteria), (70% Threshold)

Implementation Requirements	Score
Company Experience	30%
Team Experience – Team Lead	25%
Team Experience – Supporting Team	20%
Agile Project Management Methodology <ul style="list-style-type: none"> <li>- Business/User Story/Requirements Analysis</li> <li>- Project Plan</li> <li>- Migration of ERM/ORM data</li> <li>- Change Management</li> </ul>	15%
Client References	10%
<b>Total</b>	<b>100%</b>

### 5.5.1. Project Management Services

5.5.1.1. The service provider must provide project management services including but not limited to:

5.5.1.1.1. Project Management.

5.5.1.1.2. Change Management.

5.5.1.1.3. Data Migration process of ORM/ERM data from old systems/documents to the newly implemented ERM/ORM Management System.

### 5.5.2. Client References- Company Experience

5.5.2.1. The service provider must indicate compliance with the requirements stated in **Annexure F** as follows - By ticking ✓ the relevant box **“Comply”** or **“Not Compliant”**. In the event that no tick ✓ is made it will be accepted that the service provider is **“Not Compliant”**.

5.5.2.2. The service provider **must provide a list of at least 5 (five) contactable client references** of companies where similar work has been successfully delivered/and or supported within the last **5 (five) years**. The service provider must include reference letters from clients. **Where it is not possible to provide references in the form of a letter, any other reference document must be provided e.g., appointment letter/contract documentation (the reference documentation must be related to a similar assignment, where a similar solution has been successfully implemented and maintenance and support were part of the contract. - contact details of client must be included.**

### 5.5.3. Project Team Experience

5.5.3.1. The service provider must provide a summary of the company’s staff complement and CV details/experience of the team to be assigned to this project detailing:

- 5.5.3.2. Experience of the core project team to be involved in the implementation of the project and years of experience must have a **minimum of 10 years combined (Excluding the Technical Lead)**.
- 5.5.3.3. The service provider must provide at least **two (2) Technical Lead resources** that will be assigned to service the PIC.
- 5.5.3.4. The Technical Lead must have a **minimum of five (5) years of experience (per technical lead)** implementing and supporting the proposed or similar solution.
- 5.5.3.5. CVs must be provided for the service provider's Technical Leads who will be assigned to the PIC project.

**The service provider must have additional resources with similar experience as the Technical Lead to cover when one resource is not available to reduce key man dependency risk.**

**NB:** The service provider is expected to meet a **minimum of 75%** of the requirements (Project Management, Change Management, Company Experience, Team Experience, and Data Migration requirements). **Further details on Annexure F: Implementation Services.**

**5.6. Phase 5: Pricing and BEE:**

**Bidders must submit a summary of the pricing schedule in the below format.**

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Licensing Costs</b>	<p>Costing to be broken down in the following categories:</p> <ul style="list-style-type: none"> <li>• Risk users (10)</li> <li>• Company-wide portal access (for logging SHE incidents)</li> <li>• Company-wide contribute - or populating project risk registers.</li> <li>• Licenses for report only users</li> </ul>					

		Year 1	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> <li>IT admin licenses for support tasks (10)</li> </ul>					
<b>Hosting if not SaaS</b>						
<b>Specify resource</b>						
	<b>Rate per hour</b>					
	<b>Estimated number of hours</b>					
<b>Support and maintenance of the system</b>						
<b>Other</b>						
<b>Itemize</b>						
<b>Amounts excluding VAT</b>						
<b>VAT</b>						
<b>Amount including VAT</b>						

6. The procurement of goods and services above R30 001 but not exceeding R50 000 000 must be procured through a 80/20 bidding system (wherein 80 points represents the maximum points that can be claimed for price, and 20 points represents the maximum points that can be claimed for “specific goals” as defined in the PPPFA), and the successful bidder will be determined based on the “responsive bidder” achieving the highest number of points for a combination of price and specific goals.
7. The procurement of goods and services above R50 000 000 must be procured through a 90/10 bidding system (wherein 90 points shall represent the maximum points that can be claimed for price, and 10 points represents the maximum points that can be claimed for “specific goals” as defined in the PPPFA), and the successful bidder will be determined based on the “responsive bidder” achieving the highest number of points for a combination of price and specific goals.

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

B-BBEE Status Level of contribution	Number of Points 80/20	Number of Points 90/10
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

7.2. Bidders are required to submit a proposal for all services outlined in the Scope of Work. The costs for the Bidder’s proposal should be submitted in a separate submission in line with the Scope of Work identified. Business and functional requirements. The Bidder is responsible for ensuring the accuracy of the pricing provided as part of the response.



7.3. 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:

- 7.3.1. Linked to Rate of Exchange (ROE)- Indicate the exchange rate to ZAR (Rand) on the date of submission.
- 7.3.2. Indicate if ROE will fluctuate and the basis of fluctuation.
- 7.3.3. Annual increases to be aligned with CPI.
- 7.3.4. All costs should be completely reflected in the pricing proposal.

Resources				
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## 8. CONDITIONS

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

### 8.2. Joint Ventures / Consortiums

8.2.1. The following information and documentation must be submitted:

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

- 8.2.1.2. A percentage breakdown of the work allocation between the parties must be clearly indicated.
- 8.2.1.3. 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.

### 8.3. 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.

### 8.4. Reasons for rejection

- 8.4.1. The PIC reserves the right to reject bids that are not according to specification/Terms of Reference. Bidder must clearly indicate compliance or non-compliance with specification/Terms of Reference.
- 8.4.2. The 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.

- 8.4.2.1. The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 8.4.2.2. The PIC may disregard any submission if that Bidder, or any of its directors -
- have abused the Supply Chain Management (SCM) solution of any Government Department/ institution;
  - have committed proven fraud or any other improper conduct in relation to such solution;
  - have failed to perform on any previous contract and the proof thereof exists; and/or
  - Is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.

8.5. Cancellation of Bid

- 8.5.1. The PIC may prior to the award of a bid, cancel a bid for the following reasons -
- 8.5.1.1. due to changed circumstances, there is no longer a need for the goods or services requested;
  - 8.5.1.2. funds are no longer available to cover the total envisaged expenditure;
  - 8.5.1.3. no acceptable bids are received
  - 8.5.1.4. unsuccessful contract negotiations
- 8.5.2. The PIC may after award of the tender but before conclusion of a contract, cancel a bid for the following reasons-

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

#### 8.6. Clarifications

- 8.6.1. 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 [enquiries3@pic.gov.za](mailto:enquiries3@pic.gov.za)
- 8.6.2. Clarifications questions must be provided by no later than 05 December 2023 and responses will be provided by 08 December 2023.

#### 8.7. Receipt of Bids

- 8.7.1. Bids to be submitted electronically to [enquiries3@pic.gov.za](mailto:enquiries3@pic.gov.za) on or before the closing date.No late bids will be considered for evaluations.

#### 8.8. Service Level Agreement (SLA)

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

8.8.2. 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.

8.9. Contracting

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

8.10. Contracting terms and conditions

8.10.1. Bidders 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.

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

8.11. Duration

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

8.12. Limitation of Liability

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

8.13. Ownership of Data

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

8.14. Termination of Convenience

8.14.1. PIC requires a clause addressing termination of convenience

8.15. Governing Law

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

8.16. Warranty

8.16.1. 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 PIC on or before the Date of Signature.

8.17. 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, regarding but not limited to:

the execution of their Services, having regard for the legal aspects thereof;

8.18. Data Storage

8.18.1. The Successful Bidder must disclose where the data is stored. PIC requires data to be stored in the Republic of South Africa or a European Union (EU) jurisdiction.

8.19. Exit Management

8.19.1. 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 \_\_\_\_\_

## 9. PIC POPIA CONSENT FORM

General: In order for the Public Investment Corporation SOC Limited ("PIC") to consider the supplier's (referenced below) response to the RFP to become a supplier to the PIC ("RFP"), and to be included in the PIC supplier database, it will be necessary for the PIC to process certain personal information which the supplier may share with the PIC for the purpose of the RFP, including personal information – which may include special personal information (all hereafter

referred to as "Personal Information"). The PIC will process the supplier's Personal Information in accordance with the PIC Privacy Policy available here ([www.pic.gov.za](http://www.pic.gov.za)).

Access to your Personal Information and purpose specification: Personal Information will be processed by the PIC for purposes of assessing the supplier's submission in relation to the RFP and for registering the supplier on the PIC supplier database and may be shared and stored internally for the purposes of assessing current and future services required by the PIC. We may also share the supplier's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the supplier acknowledges that the PIC's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent: By ticking "YES" and signing below, you agree and voluntarily consent to the PIC's processing of the supplier's Personal Information for the purposes of evaluating its RFP submission, including to confirm and verify any information provided in the submission and supplier gives PIC permission to do so.

The supplier understands that it is free to withdraw its consent on written notice to PIC and the supplier agrees that the Personal Information may be disclosed by the PIC to third parties, including PIC's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). Please note that if you withdraw your consent at any stage we may be unable to process your RFP and/or continue to retain your details on the supplier database.



YES

NO

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

**10. PART A SBD 1**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC023 2023	CLOSING DATE:	13 December 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	<p>Appointment of suitably qualified Service provider(s) with a proven track record of successfully designing, implementing and provide comprehensive support for a ERM/ORM system.</p> <p>The successful Service provider(s) is required to provide maintenance and support of the proposed solution for a period of ten (10) years.</p>				

<a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Shala Msomi		CONTACT PERSON	Musa Mkwanazi	
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		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
	SOLUTION PIN:				

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]     <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]     <input type="checkbox"/> Yes     <input type="checkbox"/> No
---	--	--	--

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?     [IF YES ENCLOSE PROOF]	<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
---	--	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

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

APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.**

**2. TAX COMPLIANCE REQUIREMENTS**

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: .....

## **11. 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.

#### **11.1. Bidder's declaration**

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

**YES/NO**

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

---

<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.


11.1.2. 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:

.....

.....

22.3 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:

.....

.....

## **12. 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.

### **22.4 BIDDER'S DECLARATION**

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution

---

<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.


22.4.2 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:

.....

.....

22.4.3 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:

.....

.....

**13. 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.

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

---

<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.

22.5.2 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.

22.5.3 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.

22.5.4 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.

22.5.4.1 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 2004 or any other applicable legislation.

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SOLUTION SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

## 14. 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:**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

<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.**

**15. DECLARATION**

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

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

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

I declare that:

**16.** All information provided is true and correct

**17.** The signatory of the bid document is duly authorized

**18.** 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 F**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

---

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

(Hereinafter referred to as the parties.)

### **Introduction**

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

### **The Confidential Information**

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

### **Disclosure of confidential information**

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
6. The receiving party acknowledges that the confidential information is a valuable, special, and unique proprietary asset to the disclosing party.
7. The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 17, disclose the information to any third party for any reason or

purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. In this agreement “third party” means any party other than the parties.

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

**Title**

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

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

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

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

**Standard of care**

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

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

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

**Excluded confidential information**

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

**Term**

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



**No Solicit**

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

**Additional Action**

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

**Breach**

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

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

**Amendments**

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

**Enforcement**

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

**Headings**

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

**Representations & Warranties**

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

**Entire agreement**

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

**Governing law**

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

**Submission**

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

**Domicile (Physical Address)**

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

- 29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

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

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

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

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

**Severability**

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

---

Signed at                    on this the                    day of                    2023

---

Witness signature.

---

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

---

Print name.

---

Print Name.

---

---

Date.

Date.

Signed at                    on this the                    day of                    2023

\_\_\_\_\_

\_\_\_\_\_

Witness signature.

Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print name.

Print Name.

\_\_\_\_\_

\_\_\_\_\_

Date.

Date.

