



PUBLIC INVESTMENT
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INVITATION TO TENDER

PIC011/21: Appointment of a suitably qualified service provider for the provision and implementation of an enterprise project management solution and maintenance and support of the solution for a period of five years

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

1. The Project Management Office (PMO), which forms part of the PIC's Information Technology division, needs to procure an Enterprise Project Management Solution (EPMS) that will assist in driving Project Management activities in a project. Currently, the PMO team is manually administering their product delivery.
2. The solution should assist Project Management Office with the following:
 - 2.1 Improve and automate product delivery processes in alignment with Scrum Agile.
 - 2.2 Provide a central platform that allows planning and reporting, including but not limited to product roadmap, increment plan, backlog, burndown charts, velocity reports, time and cost tracking.
 - 2.3 Capability to create new reports and dashboards in future.
 - 2.4 Standardise product delivery administration tasks.
 - 2.5 Create tasks and alerts for product delivery activities.
 - 2.6 Provide central visibility of progress on product delivery to stakeholders.
 - 2.7 Collaboration on the platform, and not limit it to emails and meetings.
 - 2.8 Defined access control for different stakeholders, including product delivery teams, product delivery stakeholders, program management.
 - 2.9 Consistent application of Quality Management Metrics, product delivery.

Bid documentation will be available on the PIC website: www.pic.gov.za The Documents will be published on: tenders/corporate/Advertised/PIC011/2021 from 18 October 2021.

A Virtual Briefing session will be held on 26 October 2021 at 11:00 AM. Bidders need to register on tenders@pic.gov.za on 25 October 2021 by 12:00 PM to be invited to the meeting, (No late registrations will be accepted) PIC011/2021 to be quoted in all communication.

Closing date for the bid submission 18 November 2021, Closing time: 11:00 AM (No late submissions will be accepted).

Proposals must be submitted electronically to tenders@pic.gov.za. Reference number: PIC011/2021 must be indicated in all correspondence.

Enquiries: tenders@pic.gov.za

REQUEST FOR PROPOSAL 2021

BID REFERENCE NUMBER:	PIC011/2021
BID DESCRIPTION:	Appointment of a suitably qualified service provider for the provision and implementation of an Enterprise Project Management Solution and the maintenance and support of the solution for a period of five years
PIC WEBSITE:	www.pic.gov.za
CLOSING DATE:	18 November2021
CLOSING TIME:	11:00 AM
VALIDITY PERIOD:	180 days
SUBMISSION DETAILS:	Bidders to submit proposals electronically to IsibayaTenders@pic.gov.za . (size up to 10mb, One Drive (dependant on the bidder) or We Transfer (up to 2GB). RFP number to be quoted (PIC011/2021) in all correspondence.
SUBMISSION REQUIREMENTS	<ul style="list-style-type: none"> a. Bidders are required to submit their proposal on time. b. All documents should be uploaded electronically.
BRIEFING SESSION:	<ul style="list-style-type: none"> a. A virtual briefing session will be held on 26 October at 11:00am. b. Bidders are to send an electronic notification to tenders@pic.gov.za to be invited to the briefing session by latest 12:00 PM on 25 October 2021 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.

TABLE OF CONTENTS

1	DEFINITIONS AND ABBREVIATIONS	4
2	INTRODUCTION	7
3	BACKGROUND	7
4	SCOPE OF WORK	8
4.1	In Scope	8
4.2	Out of scope.....	9
5	ENTERPRISE PROJECT MANAGEMENT SYSTEM BUSINESS REQUIREMENTS.....	9
5.1	Business Requirements.....	9
5.2	Minimum Requirements.....	Error! Bookmark not defined.
6	PROJECT MANAGEMENT SERVICES	28
7	CLIENT REFERENCES	29
8	PROJECT TEAM EXPERIENCE.....	29
9	SERVICE MANAGEMENT.....	30
10	EVALUATION CRITERIA AND METHODOLOGY.....	31

11	ADMINISTRATIVE REQUIREMENTS	31
12	TECHNICAL / FUNCTIONAL SCORING CRITERIA	33
13	PRICING PROPOSAL	38
14	PROPOSED RESPONSES FORMAT	40
15	CONDITIONS	42
17	PART A SBD 1	47
18	DECLARATION OF INTEREST	50
19	COMPANY INFORMATION	54
20	DECLARATION	57

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 parties 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, taking into account among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.8 **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 ownership and control, exercised by individuals within an enterprise;
- 1.10 **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;

- 1.11 **PPFA** 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 **CAB** means Change Advisory Board;
- 1.14 **CAD** means Computer-Aided Design;
- 1.15 **CSV** means Comma Separated Values;
- 1.16 **DDD** means Domain-Driven Design;
- 1.17 **DDoS** attack means Distributed Denial-of-Service attack;
- 1.18 **DRMS** means Document and Record Management System;
- 1.19 **ECT Act** means Electronic Communications Act;
- 1.20 **EPMS** means Enterprise Project Management System;
- 1.21 **GIS** means Geographical Information System;
- 1.22 **ISO 27001** refers to a specification for an Information Security Management System (ISMS);
- 1.23 **IT** means Information Technology;
- 1.24 **KPI** means Key Performance Indicator;
- 1.25 **MoSCoW** means a prioritization technique for managing requirements. The acronym, MoSCoW, stands for 4 different categories of initiatives, which includes: must-haves, should-haves, could-haves, and want to have;
- 1.26 **OCR** means Optical Character Recognition;
- 1.27 **OWASP** means Open Web Application Security Project;
- 1.28 **PAIA** means Promotion of Access to Information Act;
- 1.29 **PIC** means Public Investment Corporation;
- 1.30 **PMO** means Project Management Office;
- 1.31 **POPI** means Protection of Personal Information;
- 1.32 **POPIA** means Protection of Personal Information Act;
- 1.33 **RC File** means Run Commands File;
- 1.34 **SaaS** means Software as a Service;
- 1.35 **Scrum** refers to Scrum in Agile is a process that allows software development teams to focus on delivering business values in shortest time by rapidly and repeatedly inspecting actual working software;
- 1.36 **SLA** means Service Level Agreement;

- 1.37 **SOC 2** means Service Organisation Controls 2. The SOC 2 reporting standard is an Audit opinion report over internal controls related to Information Technology. It is based around the Trust Principles of Security, Availability, Integrity of processing, Confidentiality and Privacy;
- 1.38 **SOA** means Support Service-Oriented Architecture;
- 1.39 **SOPS** means Standard Operating Procedures;
- 1.30 **SQL** means Structured Query Language;
- 1.31 **TDD** means Test-Driven Development.

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 has a Digital and IT strategy that drives the project portfolio and related product delivery. To successfully achieve this, the PIC requires the use of Information Technology (IT) solutions to enable seamless product delivery processes and related digital business changes.
- 3.2. The Project Management Office (PMO), which forms part of the PIC's Information Technology division, is currently in the process of procuring an Enterprise Project Management System (EPMS) that will assist in driving Project Management activities in

a project. Currently, the PMO team is manually administering their product delivery. This has become cumbersome with the increased number of products and would like to automate some of the manual tasks.

- 3.3. The system should assist Project Management Office with the following:
 - a. Provide central visibility of progress on product delivery to stakeholders.
 - b. Central reporting and thus results in duplication of work.
 - c. Create dashboards to support the reporting functionality.
 - d. Collaboration through the platform, and not limit it to emails and meetings
 - e. The limited communication might result in information not visible within the team.
 - f. Co-location of communication issues with implementation teams.
 - g. Automate manual processes and introduce standard reports.
 - h. Standardise product delivery administration tasks.
 - i. Consistent application of Quality Management Metrics, product delivery.
 - j. Standardise ways of work and use of standardised terminology – thus resulting in causing confusion amongst the stakeholders in the various teams.
- 3.4. The PIC has therefore decided to go to the market to identify a suitable solution that will better enable and support the product management processes and functions, automate administrative project management tasks, enable transparency and collaboration between the various teams, and manage project timelines, risks, and costs.

4 SCOPE OF WORK

The scope of work defines the product delivery work activities to be performed, highlighting what deliverables are to be met from the prospective bidder. The bidder is expected to cover the following product categories:

4.1 In Scope

The scope of work defines the product work activities to be performed, highlighting what deliverables are to be met from the prospective bidder. The bidders are expected to cover the following categories:

- Enterprise-Wide Project Management System – the solution should support enterprise-wide project management and have the ability to share and add project specific stakeholders to a specific project dashboard;
- Project Implementation Services;
- Training for different stakeholders;
- Project Management Services;
- Proposal for support and maintenance services.

4.2 Out of scope

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

- Since this request for tender is for a cloud-based solution, the supply of hardware will be out of scope. Service providers should indicate whether proposals are SaaS or will be supported by PIC or the service provider.

5 ENTERPRISE PROJECT MANAGEMENT SYSTEM BUSINESS REQUIREMENTS

The following business requirements are to be met as part of the procurement of an Enterprise Project Management System at the PIC. The bidder(s) should indicate in their proposal how the proposed solution will address each of the stated business requirements below.

5.1 Business Requirements

The bidder(s) is expected to meet a minimum of 70% of the requirements (Business and Technical) tabled below in order to proceed to the next stage of the evaluation process:

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Team Collaboration					
5.1.1.	The solution must have the ability to have a formal/informal collaboration space, where project team members can chat, using Instant Messaging				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	(IM) or on discussion boards, in order to ask project related questions without having to wait for formal meetings.				
5.1.2.	The solution should have the ability to create conversation threads, commenting, attaching tags and attachments to feedback and tasks.				
5.1.3.	The solution must have the ability to create tasks from a discussion point.				
5.1.4.	The project calendars should be managed, shared, and synced with the Microsoft Outlook calendar.				
5.1.5.	The solution must have the ability to allow team members to share centralized data, documents, and contacts, with the ability to segregate privileges based on security groups.				
5.1.6.	Virtual workplace and project information should be accessible on any device.				
Task Management					
5.1.7.	The solution must have the ability to list, assign and prioritize tasks by deadlines and dependencies.				
5.1.8.	The solution must have the ability to organize, track and update task lists with status visible to the team.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.9.	The solution must have the option to use Scrum boards with tasks, files, and comments in one place.				
5.1.10.	The solution must have the option of providing a personalised task lists and deadline reminders for individual team members.				
5.1.11.	The solution must have the ability to view overdue, ongoing, and planned tasks & escalate overdue tasks				
5.1.12.	The solution must have the ability to automated notifications related to the assigned task activities (e.g., new task assigned, task due, etc.).				
5.1.13.	Integration with email to be able to send automated alerts to the assigned team members.				
5.1.14.	The solution must have the ability to visualize day-to-day tasks and progress across teams and projects.				
5.1.15.	The solution must have the ability to support the execution of multiple projects on time, quality, and budget.				
Planning and Scheduling					
5.1.16.	The solution must have the ability to set goals and objectives and plan how to achieve them.				
5.1.17.	The solution must have the ability to create virtual project teams with geographically dispersed members.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.18.	The solution must have the ability to define and manage requirements related to a specific project – encompassing all domains e.g., but not limited to functional requirements, non-functional requirements, technology requirements, security, and audit requirements.				
5.1.19.	The solution must have the ability to schedule task durations, milestones, and deadlines. This should include the scheduling of recurring tasks and milestones.				
5.1.20.	The solution must have the ability to set task dependencies.				
5.1.21.	The solution must have the ability to visualize project schedule, tasks, and dependencies with Gantt charts.				
5.1.22.	The solution must have the ability to ability to develop own templates or use standard planning and scheduling templates.				
5.1.23.	The solution must have the ability to allow users to build roadmaps for long-term work strategies.				
Workload and Resource Management					
5.1.24.	The solution must have an overview of current and upcoming project tasks and deliverables for the across teams and projects.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.25.	The solution must have the ability to assign team members and allocate resources based on availability and capacity.				
5.1.26.	The solution must have the ability to allow the project lead to see individual tasks (who is working on what), who is overloaded, and who has capacity.				
5.1.27.	The solution must have the ability to allow the team to view individual tasks.				
5.1.28.	The solution must have the ability to assign new work or balance workloads for overloaded team members.				
5.1.29.	The solution must have the ability to track project budget, cost-to-date and expected outcome per project.				
5.1.30.	The solution must have the ability to manage in-use, planned and scheduled resources by the cost of usage.				
Document Management					
5.1.31.	The solution should support secure file sharing among all the team members from multiple devices.				
5.1.32.	The solution must have the ability to allow for sharing of files from within all project management and				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	collaboration functions – among a defined set of users.				
5.1.33.	The solution must have the ability to allow for multiple users to work on the same document (co-authoring), with audit and history tracking capabilities.				
5.1.34.	The solution must have the ability to provide version control, change tracking and document history.				
5.1.35.	The solution must have the ability to enforce the use of the standard templates. Standard templates include, but are not limited to the following: <ul style="list-style-type: none"> Minutes of the meeting; Communication plans; Project plans; Risk, Issue, and Decision logs; Cost and expense tracker, Holiday Calendar, Assumptions, and Impacts; Constraints; Actions/Tasks; Dependencies; Timesheets; Deliverable log; and CAB Checklists. 				
5.1.36.	All standard templated should be editable and/or exportable.				
5.1.37.	The solution must have the ability to integrate with PIC Documents and Records Management System				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	(DRMS) – for document uploads and attachments.				
5.1.38.	The solution must manage and archive project files in a secure, structured, accessible way.				
Views					
5.1.39.	The solution should have the ability to have Scrum board view – for planning, scheduling, and task management related functions.				
5.1.40.	The solution should have the ability to have a Timeline & Calendar view – for planning and tracking of all timelines and schedules.				
Monitoring and Reporting					
5.1.41.	The solution should provide real-time, customisable dashboards to assist with monitoring and tracking of all project's statuses, team performance and workloads management.				
5.1.42.	The solution should have the ability to customise performance trackers and conduct benchmarks.				
5.1.43.	The solution must have the ability to display visual metrics on predefined Key Performance Indicators (KPI) – with the use of timelines, charts, and graphs.				
5.1.44.	The solution must have the ability to view and report on the team				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	performance and progress relative the project plan.				
5.1.45.	The solution must have the ability to track projects by upcoming, ongoing, and overdue work.				
5.1.46.	The solution must provide centralised data to provide a single source of truth for reporting.				
5.1.47.	The solution should have the ability to analyse, track and manage issues and risks.				
5.1.48.	Users should be able to use templates provided by the system and create a custom dashboard and reports.				
5.1.49.	The solution should have the ability to report on different cascading levels depending on stakeholder requirements, e.g., but not limited to strategic cost vs detailed projects cost reports.				
5.1.50.	The solution should have the ability to search for documents/ tasks related to the project.				
5.1.51.	The solution should have the ability to create different dashboards for different stakeholders.				
5.1.52.	The solution must be configured to align with the PIC's Product delivery Methodology.				

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5.1.53.	The solution must be able to generate Management Reports for the purpose of reporting to the project stakeholders.				
5.1.54.	<p>The system must produce product management reports for Planning, Tracking and Releasing. include the following:</p> <ul style="list-style-type: none"> • Product roadmap • Charter on a page (scope, team members, value proposition, time, budget) • Program Increment Plan • Product Backlog • Agile burndown chart • Sprint Burndown Report (completion of different tasks during a sprint (time vs work left)). • Average age report • Sprint Backlog Report (user stories to be delivering in the next iteration). • Velocity Report (average amount of work the team completes during an iteration). <ul style="list-style-type: none"> ▪ Speed of delivery per PI. • Iteration comparison report (e.g., comparison against 2 or 				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	<p>more iteration in terms of speed of delivery)</p> <ul style="list-style-type: none"> • Created vs Resolved report • Time Tracking • Cost tracking • User workload • Team dashboard. 				

Non-functional Requirements

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
1. Security					
Multi Factor Authentication (MFA) Authentication					
5.1.55.	The solution must have Multi Factor Authentication (MFA) as part of minimum requirements for authentication.				
User Authorization					
5.1.56.	The solution must have the capability to assign the right level of access depending on the user role (role-based access) and prohibit access for unauthorized users.				
5.1.57.	The solution must have the capability to assign the right level of access for ad-hoc users and tasks.				
Data Privacy and Integrity					

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.58.	The solution must ensure the privacy of raw or processed data by a way of encryption where in-transit or at rest.				
5.1.59.	The service provider must maintain assurance of the data accuracy, authenticity, and consistency of data over its entire life cycle, and is a critical aspect to the design, implementation and usage of any system which stores, processes, or retrieves data. The system should also have the ability to audit all processing and management activities relating to this function.				
Data Privacy and Integrity					
5.1.60.	The Solution must ensure the privacy of raw or processed data by a way of encryption where in-transit or at rest.				
5.1.61.	The service provider must maintain assurance of the data accuracy, authenticity, and consistency of data over its entire life cycle, and is a critical aspect to the design, implementation and usage of any system which stores, processes, or retrieves data. The system should also have the ability to audit all processing and management activities relating to this function.				
Data Protection					

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5.1.62.	The solution must have the capability of safeguarding important information from corruption, compromise, or loss.				
Availability					
5.1.63.	The solution must be available to PIC 24/7, 365 days a year.				
Reliability					
5.1.64.	The solution must be resistant to failure and low defect rate. The solution should have the ability to perform required functions as required.				
Usability					
5.1.65.	The solution must be user friendly and easy for the users to learn and understand.				
Performance					
5.1.66.	The solution performance must be reasonable also taking into account of the network speed.				
Capacity and Scalability					
5.1.67.	The solution must scalable, it must have the ability to increase or decrease in performance and in response to changes in processing demands.				
Maintainability					
5.1.68.	The solution must be maintainable with regards to the enhancement,				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	security updates and patches to the environment.				
Change Management					
5.1.69.	The service provider must comply with PIC change management process before implementing a change.				
SOC 2 Type II Compliance					
5.1.70.	The service provider should be compliant and provide the PIC with SOC 2 compliance reports on an annual basis.				
PIC Password Policy					
5.1.71.	PIC Access control policies and standards must be adhered to i.e., including but limited to the password standard. The solution must align to PIC password standard complexity policy. The minimum password length is 11 characters.				
Compliance					
5.1.72.	The service providers solution must be compliant with, but not limited to, the following acts: <ul style="list-style-type: none"> • POPI Act. • PAIA Act. • ECT Act. 				
DDoS Attacks					

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5.1.73.	The provider should have the necessary security measures to protect the application against possible DDOS attacks.				
OWASP Threats					
5.1.74.	The solution must be protected against the OWASP Threats.				
Integrability					
5.1.75.	The solution must be able to be integrate with various data source formats for consumption.				
5.1.76.	The solution should have the ability to integrate with the PIC digital signatures' solution for approvals.				
Data Formats					
5.1.77.	The solution must support multiple data formats (such as CSV, RC File, OCR, SQL, GIS data, CAD Drawings) from different data sources must be allowed for the data upload in the ingestion tier.				
5.1.78.	The solution must be able to integrate with various software (e.g., Microsoft Office Products, PDF Readers, etc.) in order to produce related output files.				
Cloud Storage & Backup					
5.1.79.	The solution must be able to perform regular back-up, in order to restore				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	the data to its original state before the disaster occurred. The cloud data back-up must be able to be testable on regular basis to make sure that the back-ups are working as expected.				
Infrastructure Governance					
5.1.80.	Extend on-premises security and governance controls to the cloud and meet PIC IT security and regulatory compliance needs.				
Disaster Recovery					
5.1.81.	The solution must have a Disaster Recover (DR) environment to ensure Business Continuity of critical functions following a disruption. The appointed Service provider must provide relevant documentation about the DR environment (i.e., test documentation, DR plan).				
Audit Log					
5.1.82.	The solution should provide data lineage to track changes on the dataset elements. The audit log should monitor how, when and who made the changes to the data set elements.				
2. Audit					

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.83.	Right to Audit – The PIC will conduct audits to see if the solution meets audit criteria.				
5.1.84.	No-disclosure of PIC information/data.				
5.1.85.	The solution must have the ability to authenticate users with a username and password.				
5.1.86.	The solution must cater for role-based permissions.				
5.1.87.	The system must allow for various project process workflows. <ul style="list-style-type: none"> • Scheduling & tasking • Risk Management & Tracking • Collaboration & coordination 				
5.1.88.	The application must allow for visibility of budgeting and spending activities.				
3. Application Management					
The solution is expected to operate on the following minimum solution platforms:					
5.1.89.	<ul style="list-style-type: none"> • SQL Platform: SQL 2014 Enterprise and above (Preferably the latest version) or Azure services. • Server Platform: Windows Server 2016 and above (Preferably the latest version) or Azure services. 				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	<ul style="list-style-type: none"> Windows Platform: Windows 10 Enterprise or Azure services. 				
The solution is expected to operate on the following PIC hardware including but not limited to:					
5.1.90.	<ul style="list-style-type: none"> Laptops and Desktops e.g.: Dell. Mobile devices with the following but not limited to operating systems: Apple iOS, Windows, and Android. Multi-functional device printer models. 				
The solution is expected to operate on the following database standards:					
5.1.91.	The solution must provide an ODBC (Open Database Connectivity) driver.				
5.1.92.	The solution must be operational on a structured MS SQL Server database standard.				
5.1.93.	Cloud / hybrid deployment and Integration with other databases systems.				
5.1.94.	High-Speed, High-Volume Processing with support for In-Memory data processing.				
5.1.95.	Online backup and recovery with archiving and partitioning support.				
5.1.96.	Relational DBMS with object-relational capabilities.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.97.	Concurrency control to minimize or eliminate contention wait times.				
5.1.98.	Provide encryption for database files and data at rest.				
5.1.99.	Support for unstructured data and advanced datatypes such as XML, BLOB.				
5.1.100.	Provision of scheduled database backups to the PIC cloud environment.				
The solution must meet the following Application Management requirements:					
5.1.101.	Support the latest development platforms such as .NET and Microsoft.				
5.1.102.	Support Service-Oriented Architecture (SOA) and Web services with international (non-proprietary) integration standards.				
5.1.103.	Integrate with Microsoft Office 365 with Exchange Online.				
5.1.104.	Integrate with SharePoint Online.				
5.1.105.	Microsoft Office integration: Microsoft Office acts as the reporting or analytics client. In these cases, it is vital that the tool provides integration with Microsoft Office, including support for native document and presentation formats, formulas, charts, data "refreshes" and pivot tables.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.106.	Support scripting languages (e.g., SQL and C#).				
5.1.107.	The solution must support the following browsers and applications: <ul style="list-style-type: none"> • IE 11 or higher, • Office 365, • Exchange Online, • Azure Active Directory, • Share Point online. 				
5.1.108.	Must support the following Client operating solutions: <ul style="list-style-type: none"> • Windows 10. 				
5.1.109.	The solution must be cloud hosted with a user-friendly portal for PIC IT to conduct: <ul style="list-style-type: none"> • Remote administration & User Management. • Monitoring of overall health of all components. 				
5.1.110.	The solution must support API integration, REST API design etc.				
5.1.111.	The solution must support integration with MS Stack or similar.				
5.1.112.	The solution must have digital extensibility via PaaS.				
5.1.113.	The solution is expected to align with PIC cloud computing guidelines.				
Service Desk Level 1 Application Support					

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.114.	The service provider must provide the PIC with system training for system troubleshooting.				
5.1.115.	The service provider must provide the PIC with vendor system manuals for system usage and troubleshooting.				

6 PROJECT MANAGEMENT SERVICES

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

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

The bidder should also provide detailed description of their Project Management process/ methodology in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and on budget. The methodology should indicate clear stage gates which require approval and signoff, triggering payment on completion of key milestones.

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

The bidder shall clearly specify the proposed approach, methodology and plan for the development and implementation of the Enterprise Project Management System.

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

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

7 CLIENT REFERENCES

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

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

- 8.1. **The name of the entity, contact person, designation of contact, contact number, contract value, and start date.**
- 8.2. **Reference letter or list from the client confirming the development and implementation of the Enterprise Project Management System.**

8 PROJECT TEAM EXPERIENCE

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

- The technical lead assigned for this project must have a **minimum** of 5 years' experience implementing the proposed or similar solutions;

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

9 SERVICE MANAGEMENT

The Bidder is expected to provide Service Level Agreements for Support and Maintenance for a period of 5 years stipulating and inclusive of the following:

- **Premium support should include the following:**
 - **99.9% Availability of the Solution**
 - **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

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

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

10 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements
- **Phase 2:** Business Requirements
Bidder(s) who score below 70% of the business and technical requirements (section 5) will not proceed level of evaluations.
- **Phase 3:** Technical Functional Requirements (100 points).
Bidder, who score below 80 points, will not go through to the next level of evaluations. **Presentations** and site visits may form part of the technical evaluation. (Bidder who score 80 or more points out of 100 points allocated at technical 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

11 ADMINISTRATIVE REQUIREMENTS

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

Submission of:

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

Requirement	Appendix Number	Tick if included ✓
Signed and completed declaration of interest document.		
Signed and completed SBD 1 – Invitation to Bid document.		
Signed and completed Company Information document.		
Audited or independently reviewed financial statements (Management account) not older than 18 months.		
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.		
Completion of POPIA consent included in Par 11.1 of this RFP.		
Submission of the bidder's latest Central Supplier Database (CSD) report		

- Proposal to be submitted electronically to tenders@pic.gov.za.

11.1 PROCESSING OF PERSONAL INFORMATION

In order for the Public Investment Corporation soc limited ("PIC") to consider the bidder's response to the RFP to become a service provider of the PIC, it will be necessary for the PIC to process certain personal information which the service provider 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 service provider's personal information in accordance with the pic privacy policy. Access to your personal information and purpose specification: personal information will be processed by the PIC for purposes of assessing the service provider's submission in relation to the RFP the purposes of assessing current services required by the PIC. We may also share the service provider'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 service provider 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 service provider's personal information for the purposes of evaluating its RFP submission, including to confirm and verify any information provided in the submission and service provider gives pic permission to do so. The service provider understands that it is free to withdraw its consent on written notice to pic and the service provider 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

response to the RFP

Yes

No

Supplier Name

Date

Signature

Authorised representative, who warrants that he/she is duly authorised

12 TECHNICAL / FUNCTIONAL SCORING CRITERIA

With regards to technicality / functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below (minimum threshold 70 %):

Technical / Functional Criteria	Weightings
<p>12.1 Programme Management</p> <p>Elements: Submission by bidder must include an adequate and clear plan on programme management (including assessment, and implementation) of the Enterprise Project Management System transitioning at the PIC.</p> <p>The proposed programme management plan must include details on the following:</p> <ul style="list-style-type: none"> • Programme Methodology (including Programme Management & Governance, Change Management and Risk Management) • Implementation Plan (including Installation, Configuration, Testing and Deployment) • Post Implementation - stabilisation, service delivery and support (including managed services life cycle) 	<p>15</p>

Technical / Functional Criteria	Weightings																																			
<p>12.2 Technical Lead – Years of experience in implementing the Enterprise Project Management System</p> <p>The Technical Lead must have a minimum of five (5) years (e.g., from 2012 to 2017) technical lead experience on the implementation of Enterprise Project Management System as per scoring matrix below.</p> <p>Please provide a copy of the C.V. of the Technical Lead who will be responsible for the implementation of the Enterprise Project Management System. In addition, the table below must be completed and included in the bid proposal section with the C.V.</p> <table border="1" data-bbox="209 1182 1201 1547"> <thead> <tr> <th data-bbox="209 1182 320 1339">Client</th> <th data-bbox="320 1182 531 1339">Programme Implemented</th> <th data-bbox="531 1182 671 1339">Budget</th> <th data-bbox="671 1182 778 1339">Start Date</th> <th data-bbox="778 1182 885 1339">End Date</th> <th data-bbox="885 1182 1062 1339">Relevance to Service Offerings</th> <th data-bbox="1062 1182 1201 1339">Client Contact Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													<p>15</p>
Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														

Technical / Functional Criteria	Weightings
<p>12.3 Company Experience (References)</p> <p>The bidder is expected to provide a list of at least 3 (three) contactable client references of companies where similar services have been successfully implemented and/or supported within the last 5 (five) years.</p> <p>The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved</p> <p>Please note: The PIC will accept a list of references and/or references listed. The table must include the following information: Project Name, Company Name, services offered, Contact details.</p>	<p>15</p>

Technical / Functional Criteria	Weightings									
<p>12.4 Compliance to the Enterprise Project Management System scope</p> <p>Bidder must illustrate current capability and capacity to meet the Enterprise Project Management System Business requirements (refer to Section 4 and 5)</p> <table border="1" data-bbox="204 1480 1193 1787"> <thead> <tr> <th data-bbox="204 1480 683 1585">Enterprise Project Management System Scope Item</th> <th data-bbox="683 1480 815 1585">Weight</th> <th data-bbox="815 1480 1193 1585">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="204 1585 683 1653">Response to scope of work</td> <td data-bbox="683 1585 815 1653" style="text-align: center;">20</td> <td data-bbox="815 1585 1193 1653"></td> </tr> <tr> <td data-bbox="204 1653 683 1787"> Response to: <ul style="list-style-type: none"> • Business Requirements • Technical Requirements </td> <td data-bbox="683 1653 815 1787" style="text-align: center;">25</td> <td data-bbox="815 1653 1193 1787"></td> </tr> </tbody> </table> <p>The Bidder must provide the above table as an attachment to the RFP response to the Enterprise Project Management System requirements.</p>	Enterprise Project Management System Scope Item	Weight	Section in Proposal	Response to scope of work	20		Response to: <ul style="list-style-type: none"> • Business Requirements • Technical Requirements 	25		<p>45</p>
Enterprise Project Management System Scope Item	Weight	Section in Proposal								
Response to scope of work	20									
Response to: <ul style="list-style-type: none"> • Business Requirements • Technical Requirements 	25									

Technical / Functional Criteria	Weightings
<p>12.5 Service Level Agreement</p> <p>Bidder must:</p> <p>Propose SLAs inclusive of the following as per section 9:</p> <ul style="list-style-type: none"> - Premium support inclusive but not limited to the following: <ul style="list-style-type: none"> o 99.9% Availability of the Solution o Service Priority Levels and associated Turnaround times as per section 9. - Relationship Management Activities - Services credit methodology in case of a Service Level Breach; and - Sample service level reporting 	<p>15</p>

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(s) 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.
- Bidder(s) to incorporate pricing assumptions which will include:
 - o Forex;
 - o Licensing fees; and

- Price fluctuations.
- 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.

	Once-Off Costs (e.g., Transitioning and Implementation services)	Monthly Maintenance & Support	Monthly Fee	Sub- Totals	Explain Basis for Total Monthly Fee / Comments
Enterprise Project Management System Costs					
Annual Fees (e.g., Licensing / Subscription Fees)					
Reports and dashboards					
Other (add a row for each category)					
TOTALS:					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. Bidder(s) **MUST** annex the response as indicated below:

Reference	Title	Guideline
Section 1	Cover letter	Brief company background, services, and expertise, contact name and details of delegate authorized to make representations for the organization.
Section 2	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
Section 3	Scope of Work	Respond and cover all items presented for the Enterprise Project Management System.
Section 4	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
Section 5	Project Management Services	Respond and cover on how the project will be approached and planned.
Section 6	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.
Section 7	Client References	Provide a summary of client references
Section 8	Service Management	Should cover the proposed SLA, support, and maintenance plan for a period of 5 years
Section 9	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 %

- 15.7 Points scored will be rounded off to the nearest two decimal places.
- 15.8 The Bidder who scored the highest point will be awarded the bid.
- 15.9 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.
- 15.10 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.
- 15.11 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

15 CONDITIONS

16.1 Joint Ventures / Consortiums

16.1.1 The following information and documentation must be submitted:

16.1.1.1 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.

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

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

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

16.2 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.

16.3 Reasons for rejection

16.3.1 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.

16.3.2 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.

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

16.3.4 The PIC may disregard any submission if that Bidder, or any of its directors -

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

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

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

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

16.4 Cancellation of Bid

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

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

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

16.4.1.3 no acceptable bids are received

16.4.1.4 unsuccessful contract negotiations

16.4.2 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.

16.5 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 tenders@pic.gov.za.

16.6 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.

16.7 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.

16.8 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.

16.9 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 Master Agreement and SLA. There will be no binding agreement between the parties if a contract has not been concluded. PIC reserves the right to cancel the award.

16.10 Contracting

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.

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

17 PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER: PIC011/2021		CLOSING DATE:		CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDERS FOR THE PROVISION OF ENTERPRISE PROJECT MANAGEMENT SYSTEM FOR THE PERIOD OF THREE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	

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:

18 DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹ “State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you 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 Reference Number	Tax	State Number	Employee / Personal Number

DECLARATION

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

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

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

Postal Code:	Postal Code:

5. Contact Details

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

6. Company Information

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

7. Banking Details

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

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

8. Tax Registration Details:

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

9. List of Shareholders:

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

*** CIPC Documents must be attached.**

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

Please tick the relevant box(es):

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

20 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 _____^{st / nd / rd / th} day of _____ ,
20____ at _____:

Who warrants his / her authority hereto

For and on behalf of:



ANNEXURE A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

PUBLIC INVESTMENT CORPORATION SOC LIMITED

(Registration Number 2005/009094/06)

("PIC")

AND

(Identity Number / Registration Number: _____)

(Hereinafter referred to as the parties.)

Introduction

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

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

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

The Confidential Information

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

Disclosure of confidential information

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
6. The receiving party acknowledges that the confidential information is a valuable, special and unique proprietary asset to the disclosing party.
7. The receiving party agrees that it will not, during or after the course of their relationship and/or the term of this agreement as described in Clause 17, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this agreement. In this agreement “third party” means any party other than the parties.
8. Notwithstanding anything to the contrary contained in this agreement the parties agree that the confidential information may be disclosed by the receiving party to other related parties on a need-to-know basis; provided that that party takes whatever steps are necessary to procure that such other related parties agree to abide by the terms of this agreement to prevent the unauthorised disclosure of the confidential information to third parties. For purposes of this clause, the receiving party’s other related parties and employees, directors or managers shall be deemed to be acting, in the event of a breach, as that party’s duly authorised agents.
9. The receiving party agrees:

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

Title

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

Restrictions on disclosure and use of the confidential information

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

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

Standard of care

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

Return of material containing or pertaining to the confidential information

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

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

Excluded confidential information

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

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

Term

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

No Solicit

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

Additional Action

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

Breach

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

Amendments

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

Enforcement

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

Headings

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

Representations & Warranties

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

Entire agreement

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

Governing law

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

Submission

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

Domicile (Physical Address)

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

29.1 in the case of PIC to

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

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

29.2 in the case of _____ to

and shall be marked for the attention of _____.

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

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

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

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

Severability

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

Signed at on this the day of 2018

Witness signature.

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

Print name.

Print Name.

Date.

Date.

Signed at on this the day of 2018

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.

ANNEXURE B

Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

Ownership of Data

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

Termination of Convenience

PIC requires a clause addressing termination of convenience

Governing Law

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

Warranty

The Successful Bidder warrants that it:

- is authorised to enter into an Agreement and able to perform each of its duties in terms of the Agreement;
- is suitably qualified to provide the Services;
- is registered with the relevant industry body and its employees have the required certification and licenses; and
- has public liability insurance cover commensurate with the risks to which it is exposed for the Term of the Agreement. Documentary proof of such insurance cover is to be provided to on or before the Date of Signature.

The Bidder shall provide the Services:

- with due care and skill;
- in accordance with the terms and conditions of this Agreement; and
- in compliance with all applicable laws and regulations.

The Bidder further warrants and guarantees that:

- the Services shall be rendered and executed in a professional manner in accordance with the standards agreed between the Parties and expected in the relevant industry; and
- the personnel tasked with rendering the Services have completed the requisite formal training and have the expertise to execute their functions properly, in particular regarding but not limited to:
- the execution of their Services, having regard for the legal aspects thereof;

Data Storage

The Successful Bidder must disclose where the data is stored. PIC requires data to be stored in the Republic of South Africa or an EU jurisdiction.

Exit Management

If this Agreement is terminated in whole or in part for any reason whatsoever the provisions of the exit management plan agreed (if any) between the Parties shall come into effect and in any event, including where no agreed exit management plan exists, the Supplier shall co-operate fully with the PIC to ensure an orderly migration of the Services to the PIC or, at the PIC's request, a new supplier (an **Orderly Migration**). Without limiting the foregoing, the PIC shall be entitled to require the Supplier to continue to provide the Services for up to **[6 (six)]** months after the effective date of the termination of this Agreement on the same payment terms if, in the opinion of the PIC, such continuation is required in order to allow for an Orderly Migration. Co-operation by the Supplier shall include (without limitation), at the PIC's election, the provision by the Supplier of such personnel, equipment, resources, software, documentation, training and consultancy as may reasonably be required to enable an Orderly Migration and the return of the PIC's data in the manner, timeframes and a form and format specified by the PIC.