

**(PIC002/2020): REQUEST FOR PROPOSAL TO APPOINT A
SUITABLY QUALIFIED BIDDER FOR THE PROVISION,
IMPLEMENTATION, SUPPORT AND MAINTENANCE OF
PROPERTY GROWTH NODES ANALYTICS SOLUTION FOR A
PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND
FOR ANOTHER TWO (2) YEARS**

Bid Number	:	PIC002/2020
Closing Date	:	12 August 2020
Closing Time	:	11:00 am
Place of Submission	:	Electronic submission: tenders@pic.gov.za
Validity Period	:	180 days

No Briefing session will be held however slides will be published on PIC website to summarise PIC's requirements. The slides will be published on PIC Website on 20 July 2020

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1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.2 **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.3 **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.4 **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, skill and knowledge in an activity for the execution of a contract;
- 1.5 **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of same by both parties delegated authorities;
- 1.6 **Functionality** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.7 **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;
- 1.8 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.9 **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid, in this case, being a period of 180 (one hundred and eighty) days;
- 1.10 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.11 **SANAS** means the South African National Accreditation System;
- 1.12 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.13 **POPI** means the Protection of Personal Information Act
- 1.14 **PII** means Personally Identifiable Information
- 1.15 **SPII** means Sensitive Personally Identifiable Information
- 1.16 **DAX** means Data Analysis Expressions
- 1.17 **BI** means Business Intelligence
- 1.18 **Data Lake** means data storage repository that holds a vast amount of raw data in its native format.

- 1.19 **SQL** means structured query language used in programming and designed for managing data held in a relational database
- 1.20 **ADFS** means Active Directory Federation Services
- 1.21 **Microsoft AD** means Microsoft Active Directory

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 & bonds, real estate, 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, 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 PIC Unlisted Property Asset Management Division has invested in properties which are worth over R51 billion; and this includes iconic properties such as the V&A Waterfront and approximately 280 other properties.
- 3.2 In fulfilling the asset manager function, PIC Properties is responsible for the investment performance of these assets.
- 3.3 The PIC recognizes the importance of data driven investment management and has initiated this research project to best take advantage of the data available and the use of data science techniques and technologies to ingest and analyse this data.
- 3.4 As such, this RFP seeks to identify a suitably qualified and experienced Bidder to offer a Property Growth Analytics solution for the organisation.
- 3.5 The Property Growth Node Analytics Project will be implemented in three phases.
- 3.6 These three phases can be understood in terms of 1) Plumbing (i.e. extract, transform and load data), 2) Architecture (i.e. Structuring of data for consumption by analysts) and 3) Interpretation of the data so that it can be transformed into information, which can be used to assist the asset management team leverage data driven insights to improve investment performance.

4 DURATION OF THE APPOINTMENT

- 4.1 The contract will be for a period of three (3) years subject to renewal for another two (2) years.

5 KEY DATES AND ACTIVITIES

No	Description	Date/Time
1.	RFP is published	12/07/2020
2.	Bidders to submit questions	20/07/2020 - 31/07/2020
3.	PIC to respond to bidders written questions- Published on PIC website	24/07/2020 and 03/08/2020

4.	Closing date	12/08/2020 at 11:00AM
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6 SCOPE OF WORK

6.1 In-scope

This section entails the scope of work for the implementation, maintenance and support of Property Growth Nodes Analytics solution for the period of three (3) years with an option to extend for another two (2) years.

6.1.1 Plumbing

Below indicates the scope of work to be delivered by the service provider:

- Cleaning and normalizing the data from different data sources so that it can be loaded into the Data Lake;
- Creating a catalogue of the data (meta-data) so that analysts can reference the changes and understand the integrity of the data in future analysis.
 - This may also include rules which govern the use of the data based on the legal constraints applicable to the future use and sharing of the data.
- Geo-coding of the data to enable spatial analysis.
- Data mapping from the data sources to the metadata or data dictionary.
- Data sizing for all the data to be migrated into the data lake.
- Provide coding expert for following language but to limited to (DAX, M, R and Python) and Power BI consulting services to enable the creation of dashboards and insights from the data loaded into the Data Lake.
- Prospective Bidder(s)p provider must have local (South African) representation.

6.1.2 Data Lake architecture setup

The scope of work for Property Growth Nodes Architectural Conceptual view is described under section 7 **PROPERTY GROWTH NODES ARCHITECTURAL CONCEPTUAL VIEW**.

6.1.3 Property Growth Nodes Analytics implementation

The service provider is expected to deliver implement Property Growth Nodes Analytics solution following below project management approach:

Project phase	Deliverables
Initiation	<ul style="list-style-type: none"> Below are the deliverables for this phase but not limited to the following: <ol style="list-style-type: none"> Project charter Project plan Business requirement System requirement specification Information security requirements Technical and Infrastructure document
Delivery	<ul style="list-style-type: none"> Below are the deliverables for this phase but not limited to the following: <ol style="list-style-type: none"> Test plans Test cases Solution testing (integration, functional, performance, User Acceptance Testing, vulnerability & penetration testing) Configuration and installation (Test and production environment) Data migration plan

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

6.1.4 IT Project Management services

The tasks listed below are high level and the bidder is required to provide a breakdown of detailed project management services during the contracting stage:

- Project management documentation to track and monitor the scope, milestones, time and resources (i.e. project plan, project charter, statement of work).
- Plan, acquire and setup user subscriptions and/or other required licenses.
- Estimate and plan the provision of the data migration from different data sources into the Data Lake.
- Project handover, documentation and data handover.
- Project management, deliverables delivered on time and budget.
- Plan and deliver the implementation of the Property Growth Nodes on Microsoft Azure cloud environment end to end
- Plan training and development for the relevant stakeholders.

6.1.5 Change management

The service provider is expected to assist PIC with managing organizational change of the new Property Growth Nodes Analytics solution implementation.

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

6.1.6 Production support and maintenance

Post go-live of implementation the service provider must provide the support and maintenance of the Property Growth Nodes Analytics solution when needed by the PIC for a period of 3 years.

6.2 Out of Scope

Below activities are out of scope and will be considered at the later stage to enhance the Property Growth Nodes Analytics.

- This also involves the hosting of the spatial data to be used by GIS Software linked to Power BI.
- The design and provision of the Data Warehouse. This is a much larger and more complex undertaking than setting up the Data Lake. It is, therefore, going to be delayed to a later phase of the project (if required based on the performance of the current project) as this will entail a detailed understanding of the data and a thoroughly planned project with well-defined outcomes.

It is envisioned that the structured and unstructured data will be loaded into the data lake in batches as part of the initial ingestion of data into the data lake. Post the implementation of the data ingestion into the data lake must be automated customized data feed.

7.2 Plan and Setup the Azure Analytics Environment

Design and develop optimal (cost and fit-for-purpose) Azure ecosystem for satisfying the scope as presented herein. This extends to the hosted components that the service provider might propose as minimum required technologies. The requirement is for the development of a fundamental information management infrastructure that best supports PIC Properties given its level of maturity, and the agile nature of delivery. Cost optimization at every stage of delivery is key in such an approach. Use the conceptual architecture diagram above as a guide in the design of a proposed Architecture.:

7.3 Azure Analytics Services Optimization Plan

Continuously ensure that the most optimal use of Azure Analytics Services and are properly maintained. This includes but not limited to:

1. Underlying platform utilization.
2. Design of the BI and Analytics platform.
3. Cost Management enabling PIC Properties to optimize usage and expenditure of the Azure Analytics Services through monitoring consumption and associated cost trends.
4. Recommendations on services that need to be discontinued either due to suboptimal utilization or change in approach.
5. Continued support and maintenance around the changing landscape on Azure Analytics platform.
6. Alternatives and their Functional, Quality, Technical, Risk, Cost posture.

7. Hypothetical use cases and potential benefits of a variety of Azure Analytics Services which are not used by PIC Properties but from which the company and its customers could benefit.

7.4 Continuous Innovation; Ad hoc Reporting and Market Data Enrichment

Continuously innovate in the solution space to provide different types of reports, dashboards and ad-hoc query capabilities being made available. There is an expectation that the service provider will utilize their domain knowledge and expertise around data, as well as the knowledge of the platform, their expertise around data visualization and their expertise within the properties industry as well as other industries to push the boundaries of what is possible in the provisioning of highly actionable insights.

Even as the data quality and provisioned data formats might be a limitation and a challenge, the two most important criteria for continuous innovation and insights for PIC Properties are:

1. The expanding scope of property market data available to make powerful insights informing decision making, particularly those extending to other countries in Africa.
2. High user adoption of Data Lake and Analytics outputs, including in increased trust and dependability factor.

Assess, Understand and Collate Metadata associated with the provided list of data sources for integration into the data lake analytics solution. An assessment of the provided list of data sources, reviewing with intent to understand the contents of data contained within the datasets in preparation for loading into the new data lake environment.

Development of the data catalogue (meta-data) of all applicable datasets and associated data elements, mapping of data elements from source to target in line with the divisional timelines, priorities and requirements. The data catalogue is required as a key component in facilitating data discovery while ensuring data integrity and speedy development of predictive data analytics to support effective investment decision making.

Assess, Design, Plan and Implement the Data Ingestion Approach An assessment of the provided data and associated files, liaising with the key stakeholders, designing of the required temporary or permanent data ingestion approach given the variant formats of data sources and frequencies from which the given scope can be satisfied – especially given non-negotiable expectation for timeous delivery. Development of the data ingestion plan or approach depending on the provided file formats in line with the divisional reporting or investment decision making timelines, priorities and requirements. Depending on the nature of a relevant market data source, it is expected to provide viable options for ingesting data into the lake, such as batch mode,

API, and/or real-time where applicable. It is expected to ensure that the adopted approach enforces data curation through a soundly viable metadata management approach.

7.5 Design, Develop and Enable Data Discovery & Search Mechanism

It is expected to provide a presentation platform allowing access to details of the ingested data through comprehensive metadata to ensure that data consumers find and consume data that has been curated and ready for use in exploratory analysis while ensuring data lineage on completed analytics and dashboards.

7.6 Business Rules Development and Quality Assurance of Market data sources Scope of Work

Identify and develop business rules to define applicable data elements, conceptual and value domains that are crucial in the development of meta and reference data as well as cater for service provider identified as well as PIC.

Properties known data quality issues both in the applicable market data sources as well as both advisory and non-advisory data that might be required. At a much more advanced level, PIC Properties is looking for a service provider who will contribute, use and adhere to the unfolding data governance practices that may be managed under a separate data management programs within the wider PIC environment. Data cleansing is assumed to include the following functions:

- Exclusion of data elements that do not meet data quality requirements,

- Transformation of data elements that do not meet data quality requirements

7.7 Development of Reporting Data Models, Data Lake and Analytics Layers

Define and model applicable subject data areas relevant to the market data being sourced into a reporting data model based on PIC provided data from identified non-advisory sources in addition to data provided by the service provider for use in the development of required reports, dashboards, ad-hoc queries and data quality auditing requirements within scope. Enabling DAX-enabled reporting capability.

7.8 Data Lake, and Analytics Security

Given the multi-tenancy nature of the planned deployment, it is of utmost importance that access to data be easily manageable. Concepts such as role-based management of data is a requirement.

Horizontal data management i.e. common data sensitivity security management across tenants as well as vertical data management i.e. tenant-specific data security management is a requirement. This solution must support ADFS or Single sign on using Microsoft AD.

The following must be taken into consideration when designing security:

- User Authentication
- User Authorization
- Multi-tier Architecture Security
- User Groups and Roles
- Provisioning of security related to use of API, where needed

8 PIC ENTERPRISE ARCHITECTURE PRINCIPLES

Table 1 PIC Enterprise Architecture Principles

Principle	Rationale
Information Management is everybody's business	The business experts from across the enterprise and the technical staff responsible for developing and sustaining the information environment need to come together as a team to jointly define the technology goals and objectives of the business.
Maximize Benefit to the Enterprise	This principle embodies "service above self". Decisions made from an enterprise-wide perspective have greater long-term value than decisions made from any particular organisational perspective. Maximum return on investment requires information management decisions to adhere to enterprise-wide drivers and priorities. No minority group should detract from the benefit of the whole. However, this principle will not prevent any minority group from getting its job done.
Ensure Business Continuity	The PIC must at all times be in a position to react to market events. Critical operations must therefore be able to continue in spite of any failure, whether it be information technology or infrastructure related. Such failures disrupt operations and lead to service delivery failures.
Consider Future Benefit	Short term benefits satisfy the craving for low hanging fruit and immediate gratification, however, not balancing immediate needs for longer term needs will usually cause longer terms problems that can easily outweigh short term gains. By considering the future state, design decisions made now are less likely to be impacted by future changes to requirements.
Share Data and Reduce Duplication	Data is a strategic resource that requires effective and efficient management within the PIC and with its partners and clients. Duplicate information and data sources across systems result in duplicate labour-intensive data management processes and frustrated customers and partners who repeatedly need to provide the same information. Duplication also lead to poorly informed decisions, fragmented data management responsibilities, reduced validity of data, poor data quality, and is open for localised exploitation and potential fraud and corruption.

Data is Accessible	Wide access to data leads to efficiency and effectiveness in decision-making and affords timely response to information requests and service delivery. Using information must be considered from an enterprise perspective to allow access by a wide variety of users. Staff time is saved, and consistency of data is improved.
Share Common Applications	The sharing of applications that are designed to enable common business processes reduces the number of applications required and promotes standardisation of processes and sharing of information.
Buy before Build	There is no reason to re-invent the wheel. Where possible, the PIC should leverage existing and future functionality offered by software vendors instead of developing bespoke solutions.
Minimize Customization of COTS	One of the benefits of buying a COTS package (or service) is the reduced maintenance burden and the easy acceptance of updates from the manufacturer. The more a COTS package is Customised (as opposed to configure) the more these basic benefits are lost. A heavily customised COTS package effectively becomes a built application.
Contain Technical Diversity	There is a real, non-trivial cost to support alternative technologies for processing environments. Limiting the number of supported technologies will simplify maintainability and reduce costs. Furthermore, common technology across the enterprise brings the benefits of economies of scale to the enterprise. Technical administration and support costs are better controlled when limited resources can focus on this shared set of technology.
Technology as a Service	Technology as service can provide greater scalability making is easier and more cost effective to respond to changes in demand.
Secure Sensitive Information	The duty to protect and secure sensitive information must be balanced against the duty to share and release information. South African legislation requires the safeguarding of sensitive information (e.g. national security, medical confidentiality and privacy, etc.), while permitting free access to public information. The PIC has sensitive information which if not properly secured could be used for fraudulent purposes and must therefore protect their information from unauthorised access, modification or damage.

Defence in Depth	Layered security mechanisms increase security of the system as a whole.
Least Privilege	Every module (such as a process, a user, or a program) must be able to access only the information and resources that are necessary for its legitimate purpose.

9 PROPERTY GROWTH NODES ANALYTICS REQUIREMENTS

Bidders must indicate compliance with this requirement 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 bidder is "Not Compliant".

The bidder(s) is expected to meet a minimum of 70% of the Property Growth Nodes Analytics requirements as indicated under section header 9.1 – 9.3 (Business, Non-functional and Technical requirements).

Prospective bidder(s) must be able to deliver a Property Growth Nodes Analytics solution with the following components:

The table below details business requirements that the solution must/should address:

9.1 Business Requirement

The table below details the business requirements that the solution must/should address:

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
1.	The solution must have the capability to consume the data from different data sources through periodically customised				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
	<p>automated data feed into the data lake</p> <p>Ingestion must also be treated as an operations process, since it involves recurring and continual data sets that are highly time sensitive. Ingest pipelines must be monitored continually to ensure that they are not dropping data or that the data is not becoming corroded over time.</p>				
2.	The solution must have mechanisms for getting data with various data formats (i.e. PDF, SQL, CSV, OCR) into and out of the Data Lake backend storage platform.				
3.	The solution must allow the ability to dump data into the Data Lake before fully understanding the schema of the data and prepare the data that is acquired.				
4.	The solution must provide a web based or spreadsheet-like interfaces to investigate raw data, cleansing and pulling out relevant data.				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
5.	The solution must have the capability to enable the data to flow in and out through both batch and real time upload interface.				
6.	The solution must provide flexibility in the types of data that can be stored, queried and computations that be performed on the data storage.				
7.	The solution should have the ability to use plugin tools like Hive, Impala, and Spark SQL to enable the user to bring SQL-like queries into Data Lake.				
8.	The solution should have the capability to support tools like Cascading, Crunch, and to enable the user to process the data in the Data Lake.				
9.	The solution must have the ability to enable the user to perform data transformations and analytics such as simple transformations, analytics queries, and ad-hoc computation.				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
	<p>Simple transformations include tasks such as data preparation, data cleansing, and filtering.</p> <p>Analytic queries, to provide a summary view of a data set, perhaps cross-referencing other data sets.</p> <p>Ad-hoc computation used to support a variety of algorithms. Building a search index or classification via machine learning.</p>				
10.	<p>The solution should have the capability to schedule jobs to launch at specified times or in response to an external trigger.</p> <p>Orchestration in the data lake is a mandatory requirement.</p>				
11.	<p>The solution must have workflow capability to enable the user to specify job dependencies and providing a means to execute jobs in a way that the dependencies are respected. A job could be a form of data</p>				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
	<p>ingestion, data transformation, or data delivery.</p> <p>In the context of a Data Lake, scheduling and workflow both need to interface with the underlying data storage and data processing platforms</p>				
12.	The solution must have the ability to enable the end user to collect, discover, organise and understand metadata in Data Lake in order to perform advanced analytics.				
13.	<p>The solution must have catalogue and meta data of the Data Lake in order to make it easier for the user to find, access and control the processing of the various engines operating inside the Data Lake.</p> <p>The catalogue consists of the following tightly integrated types of metadata:</p> <p>Governance metadata: defines the governance program and the glossaries of business terminology that describes the</p>				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
	<p>types of data held and used by the PIC.</p> <p>Technical metadata: provides the inventory of the data assets of the organization. These data assets are used by numerous run times, such as applications, data movement and transformation engines, and databases and reporting platforms.</p> <p>Operational metadata: provides transparency on the operation of the information supply chains as they copy data between the systems and data platforms, which is often referred to as lineage.</p>				
14.	The solution must have capability for self-service business intelligence (BI), where new tools allow Property Asset Management Division to produce smart reports quickly.				
15.	The solution must have the ability to allow the end user to access the raw data as well as data that is already processed.				

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
16.	The solution must have the capability to enable the user to be able to track data from multiple data sources.				

9.2 Non-Functional Requirements

The table below details Information non-functional requirements including the security requirements that the solution must/should address:

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
No.	Description				
Security					
1.	Multi Factor Authentication (MFA) The system must have Multi Factor Authentication (MFA) as part of the minimum requirements for authentication.				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
	PIC Access control policies and standards must be adhered to.				
2.	Segregation of duties The solution should cater segregation of duties requirement including peer reviews based on the assigned roles. Only PIC should add or remove users on the system.				
3.	Data privacy The Solution must ensure the privacy of data are met to protect confidential information of PIC Personally Identifiable Information (PII) and compliant with Protection of Personal Information Act (POPIA). All locations of PIC data should be clearly communicated.				
4.	Audit log				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
	<p>The Solution must have the capability for audit logging user activities and log the events. The solution must support audit logging of all transactions at database and application-level. The audit trail of all solution transactions must have at least the following but not limited to date, time, and user identity).</p> <p>The solution must have tamper-proof audit logging capability and be able to demonstrate chain of custody.</p> <p>PIC should be provided with a read-only access to the logs.</p>				
5.	<p>OWASP threats</p> <p>The solution must be protected against the OWASP Threats.</p>				
6.	<p>DDoS attacks</p> <p>The cloud provider should have the necessary security measures to protect the application against possible DDOS attacks.</p>				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
7.	Disaster recovery 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).				
8.	Cloud data back-up The solution must be able to perform regular back-up, in order to restore 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.				
9.	Maintainability The solution must be maintainable with regards to the enhancement, security updates and patches to the environment.				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
10.	Integrability The solution must be able to be integrate with various data sources to get the data into the data lake and perform analytics through Power BI.				
11.	Availability The solution should be available to PIC 24/7, 365 days a year.				
12.	Compliance to Legal Regulations The solution must have a technical safeguard of business and personal information to protect PIC information from unauthorised person.				
13.	Performance The solution performance should be reasonable also taking into account of the network speed. The solution should be able to handle multi-user workload				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
	requests based on the current and future demands.				
14.	Capacity and scalability The solution must scalable, it must have the ability to increase or decrease in performance and in response to changes in processing demands. The solution should be able to handle multi-user workload requests based on the current and future demands.				
15.	Reliability The solution should be resistant to failure and low defect rate. The solution should have the ability to perform required functions as required.				
16.	Usability The solution must be user friendly and easy for user to learn and understand the solution.				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
17.	Integrity The solution must have high level of data integrity to assure the accuracy and consistency of data over its entire lifecycle in the way which the solution stores, processes and retrieve the data. The integrity of data is also required while the data is in transit.				
18.	Change management The service provider should assist PIC with the approach of preparing PIC with the change of using new Property Growth Nodes Analytics solution The service provider must follow PIC change management process whenever applying.				
19.	Data migration The service provider should assist PIC with the data migration from various data sources as mentioned under section 5.1				

Non-Functional Requirements		Comply	Not Compliant	Comments	Reference Page on Proposal
20.	<p>The service provider must be able to render an after-service to PIC after project delivery:</p> <ul style="list-style-type: none"> • Change management • Handover • Maintenance and support 				

9.3 Technical Requirements

The table below details the technical requirements that the solution must/should address:

Technical Requirements		Comply	Not Comply	Comments	Reference Page on Proposal
NO.					
1.	The solution must be hosted on PIC Microsoft Azure cloud environment.				

10 PROPERTY GROWTH NODES ANALYTICS IMPLEMENTATION CONSIDERATIONS

10.1 Phase 1: Minimum Requirements

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

The Bidder must:

	Yes	No	Proof to be provided if response is yes and paragraph in proposal to be referenced e.g. par 1 page 7.
Have a minimum of 5 (five) years' experience in implementing and supporting similar solutions (the end or expiry of such experience/project should not be more than 3 (three) years from the bid submission date);			
Have a minimum of 5 (five) years' experience in implementing and supporting similar solutions (the end or expiry of such experience/project should not be more than 3 (three) years from the bid submission date);			

11 PROJECT MANAGEMENT SERVICES

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

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

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

The PIC expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training and technical documentation. The bidder shall clearly specify the proposed approach, methodology and plan for the implementation of the Property Growth Nodes Analytics solution.

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)

12 CLIENT REFERENCES

Bidder should provide a list of at least **3 (three)** contactable clients references of companies where similar work has been successfully delivered within the last **5 (five)** years. Bidder must include reference letters from clients;

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

- 12.1 The name of the entity, contact person, designation of contact, contact number, contract value and date; and
- 12.2 Reference letter from client confirming the Property Growth Nodes Analytics solution implementation, or alternatively
- 12.3 The bidder must provide a list of references where they have implemented similar solution.

13 PROJECT TEAM EXPERIENCE

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

- The Technical Lead assigned for this project must have a **minimum** of 5 years' experience implementing the proposed or similar solutions;
- The technical lead response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details;
- The technical resources should be certified in the solution proposed and evidence of valid certification must be provided;
- The bidder(s) must provide a 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.

14 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	Description	Response Around Time	Turn Resolution Around Time
1	Critical business impact	Within 30 Minutes	Within 2 business hours

	Issue critical, which results to PIC not being able to perform analytics functions, resulting in critical impact to PIC business operations.		
2	Significant business impact Issue is significant to PIC analytics functions. Rapid resolution should be provided.	Within 30 Minutes	Within 4 business hours
3	Limited business impact Issue has an acceptable workaround not impacting significant or critical functions of business operations.	Within 1 hour	Within 8 business hours

- Relationship Management Activities;
- Services credit methodology in case of a Service Level Breach;
- Provide a year's worth of resource (for year 1) based support with the bidder's resource physically based at the PIC. The physical support must be **4 hours, 2 days a month bi-weekly**; and

- Sample service level reporting.

15 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Minimum Requirements
- **Phase 2:** Compliance to the administrative requirement
- **Phase 3:** Technical/functional scoring criteria (100 points).

Bidders, who score below 80 points, will not go through to the next level of evaluations. **Presentations** and site visits will form part of the technical evaluation. (Bidders 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 in phase 1 and 2 requirements will not proceed to the next phases

Price and BEE Evaluations (80/20 points). (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).

16 PHASE 2: ADMINISTRATIVE REQUIREMENTS

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

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

Submission of:

- *A valid and original Tax Clearance Certificate/Valid Tax Pin Number.

- *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
- *The bidder must provide a summary of its professional indemnity insurance policy.
- *Signed and completed declaration of interest document
- *Signed and completed SBD 1 – Invitation to Bid document
- *Signed and completed Company Information document
- *Completed and Signed Non-Disclosure Agreement
- *Latest audited Financial statements within the last two years
- *Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document by sign off of all declarations.
- Submission of all information as per the bid evaluation criteria, the bid document (proposal) and a separate pricing proposal.
- *The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. Kindly enclose your CSD registration number.
- Bid Documents (1 x Technical and Administrative proposal and 1 x Fee proposal to be submitted as separate documents) to be submitted **electronically** to tenders@pic.gov.za quoted reference number PIC002/2020.
- All the documents must be in PDF format and be clearly indexed.

17 PHASE 3: 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:

Bidders must achieve the minimum threshold of 80% for technical/functional evaluation proceed to Price and BEE evaluation.

Bidders who obtain less than 80% will be declared non-responsive and therefore disqualified to proceed for further evaluation.

Technical / Functional Criteria			Weightings
17.1 Compliance to the Property Growth Nodes Analytics solution. implementation scope Bidder must illustrate current capability and capacity to meet Property Growth Nodes Analytics solution. implementation Business requirements (refer to Section 4 and 6)			60
Property Growth Nodes Analytics solution implementation.	Weight	Section in Proposal	
Response to scope of work	20		
Response to: <ul style="list-style-type: none">• Business Requirements• Non-functional Requirements• Technical Requirements	40		
The Bidder must provide the above table as an attachment to the RFP response to the Property Growth Nodes Analytics solution implementation requirements. Only bidders score 70% and above will be considered for further evaluation.			

Technical / Functional Criteria	Weightings
---------------------------------	------------

<p>17.2 Programme Management</p> <p>Elements: Submission by bidder must include an adequate and clear plan on programme management (including assessment, migration and implementation) of Property Growth Nodes Analytics solution. implementation.</p> <p>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>20</p>
--	------------------

Technical / Functional Criteria	Weightings
Technical / Functional Criteria	Weightings
<p>7.3 Company Experience (References)</p> <p>Please provide A MINIMUM of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads CONFIRMING IMPLEMENTATION OF PROPERTY GROWTH NODES ANALYTICS SOLUTION.</p> <p>The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.)</p> <p>Please note: The PIC will either accept a list of references and/or The reference letters must be in the form of individual letters from their respective customers.</p>	<p>15</p>

Technical / Functional Criteria	Weightings
12.5 Service Level Agreement Bidder must: Propose SLAs inclusive of the following as per section 9: <ul style="list-style-type: none"> - Premium support inclusive but not limited to the following: <ul style="list-style-type: none"> ○ 99.9% Availability of the Solution ○ Service Priority Levels and associated Turnaround times as per section 9. - Relationship Management Activities - Services credit methodology in case of a Service Level Breach; and - Sample service level reporting 	5

Phase 3: PRICE AND BEE EVALUATION

In this stage of the evaluation, bidders that have qualified after the technical evaluation will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000, read with the Preferential Procurement Regulations 2017.

Price must be quoted in ZAR Inclusive of VAT

All Bidder to submit their pricing as per schedule below. All fee proposals must be in ZAR and be inclusive of VAT. The following must be clearly indicated where applicable

- Forex; (if applicable)
- Price fluctuations due to exchange rates (if applicable)
- Pricing must show clearly the once off implementation cost and ongoing maintenance cost for the period of the contract
- Annual increases must not exceed CPI related to the specific year;

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

18 PHASE 4: 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 of Licensing fees excluding Microsoft Azure and Power BI).

- Pricing assumptions must cater averaged 1 device per employee, for an estimation of 20 employees. But this number of users can potentially grow as number of users begin to use the solution.
- Pricing must show clearly the once off implementation cost and ongoing maintenance cost.

Pricing Model

Note: The price proposal must inclusive of **all software related costs**. The bidder must provide a detailed breakdown of all elements which make up the cost of the proposed software e.g. software license structure, services included in the license, number licenses etc.

The proposed cost must be inclusive of all required services to complete the **implementation** as per the requirements

Software cost		
Cost element		Total Cost Inc VAT
Once off		R
Software license renewal	Year 1	R
	Year 2	R
	Year 3	R
	Year 4	R
	Year 5	R
Sub Total 1.1		R

Implementation Cost		
Activity Deliverable	Number of Hours	Total Cost Inc VAT
Customization/Development		R

Testing		R
Migration of Data		R
Other Cost		R
Disbursement		

Sub Total 1.2		R

Post Implementation Support		
Activity	Monthly	Annual Cost (Incl. Vat)
Post Implementation Support		
Sub Total 1.3		R

Total Bid Price

Activity /Deliverables	Amount
SUB-TOTAL 1.1	
SUB-TOTAL 1.2	
SUB- TOTAL 1.3	
TOTAL BID INC VAT	

19 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 Property Growth Nodes Analytics solution implementation.
Section 4	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
Section 5	Programme 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 must be submitted as a separate document	Cover all costs in detail as per pricing proposal details

Name	ID No	SA Citizen	Race	Gender	Shareholding %

- 19.1 Points scored will be rounded off to the nearest two decimal places.
- 19.2 The Bidder who scored the highest point will be awarded the bid.
- 19.3 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.
- 19.4 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.
- 19.5 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

20 CONDITIONS

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

20.2 Joint Ventures / Consortiums/Sub-Contracting

- 20.2.1 The following information and documentation must be submitted:

- 20.2.2 All information stipulated in paragraph 16 under administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums/Sub-Contracting, including ownership and executive management information.
- 20.2.3 A percentage breakdown of the work allocation between the parties must be clearly indicated.
- 20.2.4 A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted.

20.3 Non-Commitment

- 20.3.1 The PIC reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- 20.3.2 The cost of preparing of bids will not be reimbursed.

20.4 Reasons for rejection

- 20.4.1 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.
- 20.4.2 Bidder shall not contact the PIC on any matter pertaining to their bid from the time the bids are closed to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.
- 20.4.3 The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 20.4.4 The PIC may disregard any submission if that Bidder, or any of its directors -

- 20.4.4.1 have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- 20.4.4.2 have committed proven fraud or any other improper conduct in relation to such system;
- 20.4.4.3 have failed to perform on any previous contract and the proof thereof exists; and/or
- 20.4.4.4 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.

20.5 Cancellation of Bid

- 20.5.1 The PIC may prior to the award of a bid, cancel a bid for the following reasons -
 - 20.5.1.1 due to changed circumstances, there is no longer a need for the goods or services requested;
 - 20.5.1.2 funds are no longer available to cover the total envisaged expenditure;
 - 20.5.1.3 no acceptable bids are received
 - 20.5.1.4 unsuccessful contract negotiations

- 20.5.2 The PIC may after award of the tender but before conclusion of a contract, cancel a bid for the following reasons-
 - 20.5.2.1 due to change of circumstances, there is no longer a need for the goods or services requested;
 - 20.5.2.2 funds are no longer available to cover the total envisaged expenditure.

20.6 Clarifications

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

Clarifications questions must be provided by no later than 31 May 2020 and responses will be provided between 01 June to 03 June 2020.

20.7 Receipt of Bids

Bids must be submitted electronically as per the administrative requirements. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

20.8 Late Bids

Bids received late (after 11:00Am on the closing date) shall not be considered.

20.9 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.

20.10 Service Level Agreement (SLA)

- 20.10.1 The SLA will set out the administration processes, service levels and timelines.
- 20.10.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

20.11 Contracting

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

21. PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC002/2020	CLOSING DATE:	12 August 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	SIGN-OFF CERTIFICATE FOR BID NO (PIC002/2020): REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF PROPERTY GROWTH NODES ANALYTICS SOLUTION FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR ANOTHER TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE SEND TO THE EMAIL ADDRESS:					
tenders@pic.gov.za					
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] <input type="checkbox"/> Yes

	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> No
--	--	--	-----------------------------

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

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

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

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.</p>	<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>
--	--

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:

22. 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 Number	State Number	Employee / Personal Number

DECLARATION

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

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

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

PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

Position

.....

Name of bidder

23. COMPANY INFORMATION

Please complete the following questionnaire:

1. Company Name:

2. Other Trading Names:

3. Type of Organization: (Public Company ('Limited'), Private Company ('(Pty) Ltd'), Close Corporations ('cc'))

4. Physical and Postal Address of the Company:

Postal Code:	Postal Code:

5. Contact Details

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

6. Company Information

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

7. Banking Details

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

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.**

24. 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.