

# **PIC009/2019: REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF AN OFF-SITE STORAGE SOLUTION FOR A PERIOD OF FIVE (5) 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 ("GEFP"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP").

In order to preserve its institutional memory, the PIC has a responsibility to keep, protect, and secure its records.

As such, this RFP seeks to identify a suitably qualified and experienced service provider to offer an off-site storage services for PIC physical records and backup tapes for a period of five years. The selected bidder will be required to offer the following services:

- Secure off-site storage and retrieval of PIC records in line with the PIC file plan and retention schedules.
- Secure off-site storage of the backup tapes.
- Disaster recovery plan and backup plans for documents stored off-site.
- Retention management, archiving and disposal implementation plans and processes.
- Records management system to allow PIC access to the inventory of its records.

**A compulsory briefing session will be held on 27 November 2019 at, 11:00 AM, Menlyn Maine Central Square, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2.**

**Note: Attendees must be seated at 11:00AM, no late comers will be allowed.**

Bid documentation will be available on the PIC website, [www.pic.gov.za/tenders/adverts/PIC009/2019](http://www.pic.gov.za/tenders/adverts/PIC009/2019) from 17 November 2019.

**Closing date for the bid submission:** 17 December 2019, closing time: 11:00 AM

**For submission at:** Public Investment Corporation SOC Limited, Menlyn Maine Central Square, Ground Floor, next to ABSA Bank, 2nd Floor

Corner Aramist Avenue & Corobay Avenue  
Waterkloof Glen Extension 2

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

**BID NO PIC009/2019: REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF AN OFF-SITE STORAGE SOLUTION FOR A  
PERIOD OF FIVE (5) YEARS**

Bid Number : PIC009/2019  
Closing Date : 17 December 2019  
Closing Time : 11:00 am  
Place of Submission : Public Investment Corporation SOC Ltd  
Menlyn Main Central Square Corner Aramist Avenue  
and Corobay Avenue Waterkloof Glen Extension 2

**Compulsory Briefing Session: 27 November 2019**

**Briefing Time:** 11:00

Menlyn Main Central Square Corner Aramist Avenue and Corobay Avenue Waterkloof Glen  
Extension 2  
0181

Validity period of bid: 60 Days

## TABLE OF CONTENTS

BID NO PIC009/2019: REQUEST FOR PROPOSAL.....	1
<b>1 DEFINITIONS AND ABBREVIATIONS .....</b>	<b>4</b>
<b>2 INTRODUCTION.....</b>	<b>6</b>
<b>3 BACKGROUND.....</b>	<b>6</b>
<b>4 DESIRED OFF-SITE STORAGE SOLUTION .....</b>	<b>7</b>
4.1 Storage Services.....	7
4.2 Retrieval .....	7
4.3 Destruction Services .....	8
4.4 Vault Services.....	8
4.5 Turn-around times for delivery of files.....	8
<b>5 EVALUATION CRITERIA AND METHODOLOGY.....</b>	<b>9</b>
<b>6 TECHNICAL / FUNCTIONAL SCORING CRITERIA.....</b>	<b>10</b>
<b>7 PHASE 3: PRICE AND BEE EVALUATION .....</b>	<b>11</b>
<b>8 CONDITIONS .....</b>	<b>13</b>
8.1 Non-Commitment.....	13
8.2 Reasons for rejection .....	13
8.3 Cancellation of Bid .....	14
8.4 Clarifications.....	14



8.5	Receipt of Bids.....	14
8.6	Late Bids .....	15
8.7	Presentations.....	15
8.8	Service Level Agreement (SLA) .....	15
8.9	Contracting.....	16
<b>9</b>	<b>PART A SBD 1.....</b>	<b>16</b>
<b>10</b>	<b>DECLARATION OF INTEREST .....</b>	<b>20</b>
<b>11</b>	<b>COMPANY INFORMATION.....</b>	<b>24</b>
<b>12</b>	<b>DECLARATION .....</b>	<b>27</b>
	<b>PUBLIC INVESTMENT CORPORATION SOC LIMITED .....</b>	<b>29</b>

## 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 **BBEE 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;
- 1.12 **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;

- 1.13 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.14 **SANAS** means the South African National Accreditation System;
- 1.15 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.16 **ECTA** means the Electronic and Communications Act, 2002
- 1.18 **POPI** means the Protection of Personal Information Act

## **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 R2trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

## **3 BACKGROUND**

- 3.1. As part of the Records Management Strategy, the Records Management function of the PIC has a responsibility to establish business processes that will assist in the protection, securing and managing of the organisation's records in order to enable the achievement of strategic and operational objectives of the organisation.
- 3.2. As such, this RFP seeks to identify a suitably qualified and experienced Bidder to offer an off-site storage solution for the PIC's records.

3.3. The reason to acquire offsite storage is mainly due to the following reasons;

- Limitations of storage space.
- Storage space must comply with Occupational Health and Safety (OHS) Act regulations as well as National Archives Act regulations which provides for fire detection and prevention, HVAC, shelving and well as proper security requirements that outsourced companies comply with fully;
- The National Archives and Records Service (NARS) requires that the records should be stored in offsite facilities that were evaluated by the NARS as being suitable for all archival records of all Government Bodies;
- Storage of all PIC finalized files and backup tapes in a safe and accessible environment at a competitive tariff.

3.4. The scope of work for the off-site storage Solution comprises of the following services,

- Secure off-site storage of PIC records and alignment to the PIC file plan and retention schedules.
- Secure off-site storage of the backup tapes
- Disaster recovery plan and backup plans for documents stored off-site
- Retention management, archiving and disposal implementation plans and processes
- Records Management system to allow PIC access to the inventory of its records

## **4 DESIRED OFF-SITE STORAGE SOLUTION**

The bidder must be able to provide the following services:

### **4.1 Storage Services**

The storage process entails receipt of files by the Service Provider, the indexing of the files, the storage of files and the retrieval of files from time to time.

### **4.2 Retrieval**

The PIC shall be entitled, at its discretion, to require retrieval of records to take place either by way of:

- Hand delivery of the requested files



- Fetching of the files by the PIC driver
- The internet enabled retrieval and access to the repository of the PIC files

#### **4.3 Destruction Services**

The Service Provider shall against the receipt of written and/or electronically transmitted instruction from PIC destroy any of the files.

PIC shall be solely responsible for determining the date upon which files are destroyed.

#### **4.4 Vault Services**

The Service Provider shall provide a facility for the offsite storage of data backup computer disks, tapes, magnetic cartridges, optical disks and similar electronic records. Vault Services must also include storing of private and confidential files from Executive Management and the Board Secretariat. In order to ensure the confidentiality and safety of the electronic records and files stored in the vault facilities, only duly authorized PIC personnel will handover/receive the electronic records/files on behalf of PIC.

The Service Provider must ensure that it will store the electronic records in a secure, climate-controlled environment in order to protect the electronic media.

The Service Provider must provide emergency services to PIC in relation to the retrieval of records.

#### **4.5 Turn-around times for delivery of files**

##### Paper Files Storage & Management

The retrieval services below apply to physical retrievals.

Next Day Retrieval: (Shuttle): within 24 hours  
(Request before 16h30; delivery by 16h00 the next day)

Same Day Retrieval (Express): within 4 hours  
(Request before 12h00; delivery by 16h00)

Collection of new files from PIC:	within 24 hour
New cartons/boxes requests – flat pack deliveries:	within 24 hours

### Vault

The retrievals below apply to scheduled and unscheduled deliveries and collections

Unscheduled Delivery:

Request before 12h00: delivery by 16h00 the same business day

Same Day Retrieval: (Daytime Express):	within 2 hours
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Same Day Retrieval: (After Hours Express)	within 2 hours
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Collections:	Daily
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## 5 EVALUATION CRITERIA AND METHODOLOGY

**Proposals will be evaluated in the following 3 phases:**

- 5.1.1 Compliance to minimum and administrative requirements
- 5.1.2 Functionality (Only companies who achieved the minimum qualifying score (70) will be evaluated in terms of the third phase).
- 5.1.3 Preference Procurement points system as stipulated in the Preferential Procurement system percentage black ownership and percentage representation in the company's Executive Committee.

**Minimum and Administrative requirements are listed below:**

- A valid and original Tax Clearance Certificate (Please note that it is the responsibility of the winning bidder to ensure that the PIC is in possession of a valid tax clearance certificate for the duration of the contract).
- B-BBEE status level certificate issued by an SANAS accredited verification agency. (BBBEE Level 1- 4)

- Signed Declaration of Interest Document .(All companies submitted required documentation)
- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Minimum of three contactable references. This information must include, name of entity, designation of contact, contact person, contact number, contract value and date.
- Certifications and accreditation with relevant records management and archives bodies.
- Submission of 1 original and 4 copies of the bid document
- Indexed documents within a file
- Pricing must be, submitted in a separate envelope and must be a fixed fee clearly indicating costs for the following:
  - Implementation costs to align documents currently in offsite storage to the revised Records Management policy, file plan and retention schedule.
  - Implementation costs of a records management system to allow PIC access to the inventory of its records
  - Offsite storage and retrieval of documents and backup tapes
  - Transportation costs

## 6 FUNCTIONAL 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:

Functional Criteria	Points
<p><b>Capacity to handle projects of a similar nature</b></p> <p>The Bidder must demonstrate that they have the capacity to handle files for storage. The bidder must demonstrate ability to secure files physically and electronically. The latter includes security from fire, water damage and theft of information. The Bidder must provide a fire detection and prevention plan, as well as an Occupational Health &amp; Safety Plan (OHS)</p>	30

<p><b>Track record</b></p> <p>Bidders must send reference letters from three (3) of their most recent clients where similar services were rendered. The reference letters must include the contact number and the e-mail address of the referee.</p> <p><b>Note: The PIC will verify the information provided and if your referee does not confirm the information provided the reference will not be considered.</b></p>	10
<p><b>Proposal/Project Implementation Plan</b></p> <p>The Bidder must provide a project implementation plan which details how the service will be carried out. The project plan must have deliverables and time frames.</p>	40
<p><b>Compliance</b></p> <p>Bidders must submit evidence that they comply with regulations and legislation as per the following:</p> <ul style="list-style-type: none"> <li>- Their premises comply with legislation (OHS) Act regulations,</li> <li>- National Archives Act regulations, and the National Archives Records Service (NARS).</li> </ul>	20

## 7 PHASE 3: PRICE AND BEE EVALUATION

All bidders 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 %

- Points scored in terms of the 80/20 preference system will be added to the points scored for % black ownership and % of black Executive Management.
- Points scored will be rounded off to the nearest two decimal places.
- The Bidder who scored the highest point will be awarded the bid.
- In the event where two or more bidders scored equal points, the successful bidder must be the one scoring the highest preference points for BBEE.

- However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for BBBEE, the successful bidder must be the one scoring the highest for functionality.
- Should two or more bidders be equal in all respects, the award shall be decided by the drawing of lots.

## **8 CONDITIONS**

### **8.1 Non-Commitment**

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

### **8.2 Reasons for rejection**

- The PIC reserves the right to reject bids that are not according to specification/Terms of Reference. Bidders must clearly indicate compliance or non-compliance with specification/Terms of Reference.
- Bidders shall not contact the PIC on any matter pertaining to their bid from the time the bids are closed to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.
- The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- The PIC may disregard any submission if that Bidder, or any of its director-
  - have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
  - have committed proven fraud or any other improper conduct in relation to such system;
  - have failed to perform on any previous contract and the proof thereof exists; and/or
  - Is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.

### **8.3 Cancellation of Bid**

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

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

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

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

### **8.4 Clarifications**

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

### **8.5 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 bidders shall not be returned and shall remain the property of the PIC.

### **8.6 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. Bidders 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.

### **8.7 Presentations**

The PIC may require presentations at a stipulated date and time from short-listed bidders as part of the bid process.

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

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

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



### 8.9 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** for Contracting terms and conditions.

## 9 PART A

## SBD 1

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC009/2019	CLOSING DATE:	17 December 2019	CLOSING TIME:	11:00 AM
DESCRIPTION	TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF AN OFF-SITE STORAGE SOLUTION FOR A PERIOD OF FIVE (5) YEARS				TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF AN OFF-SITE STORAGE SOLUTION FOR A PERIOD OF FIVE (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				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON			CONTACT PERSON	
TELEPHONE NUMBER			TELEPHONE NUMBER	
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS			E-MAIL ADDRESS	
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

**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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS 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 BIDDERS 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: .....

## 10 DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

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

Any other particulars:

.....

.....

.....

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

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

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars:

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

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

2.10.1 If so, furnish particulars:

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

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

2.11.1 If so, furnish particulars:

.....

.....  
.....

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

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

**DECLARATION**

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

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

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



.....

.....  
Signature Date

.....  
Position

.....  
Name of bidder

**11 COMPANY INFORMATION**

Please complete the following questionnaire:

**1. Company Name:**

**2. Other Trading Names:**

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

**4. Physical and Postal Address of the Company:**

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

**5. Contact Details**

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

**6. Company Information**

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

**7. Banking Details**

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

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

**8. Tax Registration Details:**

Income Tax Reference Number:	
VAT Registration Number:	

PAYE Registration Number:	
---------------------------	--

**9. List of Shareholders:**

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

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

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

*Please tick the relevant box(es):*

STATUS	INDICATION
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>(i.e. verification to be completed within a maximum of 2 months)</i>	<input type="checkbox"/>

## 12 DECLARATION

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

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

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

I declare that:

- All information provided is true and correct
- The signatory of the bid document is duly authorised
- Documentary proof regarding any bid issue, will, when required be submitted to the satisfaction of the PIC  
PIC will upon detecting that:
  - The BBBEE status level of contribution has been claimed or obtained on a fraudulent basis;
  - Any of the conditions have not been fulfilled act against the bidder.

I understand that:

PIC may:

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



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

Who warrants his / her authority hereto

For and on behalf of:

\_\_\_\_\_



**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

---

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

(Hereinafter referred to as the parties.)

### **Introduction**

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

### **The Confidential Information**

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

**Disclosure of confidential information**

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



- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

**Title**

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

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

11. The receiving party undertakes not to use the confidential information for any purpose other than:
- 11.1 that for which it is disclosed; and

11.2 in accordance with the provisions of this agreement.

**Standard of care**

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

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

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

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

**Excluded confidential information**

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

- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

### **Term**

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

### **No Solicit**

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

### **Additional Action**

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

### **Breach**

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

### **Amendments**

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

### **Enforcement**

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

### **Headings**

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

### **Representations & Warranties**

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

### **Entire agreement**

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

### **Governing law**

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

### **Submission**

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

**Domicile (Physical Address)**

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

29.1 in the case of PIC to

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

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

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

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---

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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 D**

### **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.

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

- **Duration**

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

- **Limitation of Liability**

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

### **Ownership of Data**

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

### **Termination of Convenience**

PIC requires a clause addressing termination of convenience

### **Governing Law**

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

### **Warranty**

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

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

#### Data Storage

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

#### Exit Management

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