



PUBLIC INVESTMENT
CORPORATION®
Est. 1911

PIC10/2020: REQUEST FOR PROPOSAL APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE REGULATORY HUB-REGULATORY ALERTS, REGULATORY UNIVERSE AND COMPLIANCE RISK MANAGEMENT PLAN (CRMP) FOR A PERIOD OF THREE YEARS RENEWABLE ANNUALLY.

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

The PIC requires the services of a qualified service provider to provide Regulatory Hub– Regulatory Alerts, Statutes, Regulatory Universe and Compliance Risk Management Plan (CRMP)

A compulsory virtual briefing session will be held on **Thursday, 8 October 2020, 10:00-12:00**. Service Providers must be connected at 09:45. The session will start at exactly 10:00. Bidders are requested to forward their email address to: tenders@pic.gov.za, before **Friday, 2 October 2020**, with this subject line: PIC10-2020.

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

<https://www.pic.gov.za/pic/tenders/corporate-procurement> from **Monday, 28 September 2020**.

Closing date for the submission of proposals is **Wednesday, 28 October 2020, at 11:00**.

All enquiries should be directed to: tenders@pic.gov.za

Due to the COVID-19 pandemic, all bids must be submitted via email. The email address to be used is tenders@pic.gov.za, no other email address must be used to submit bids. Alternative electronic methods of submission can be arranged on request.

**BID NO (PIC010/2020): REQUEST FOR PROPOSAL APPOINTMENT
OF A SERVICE PROVIDER TO PROVIDE REGULATORY HUB-
REGULATORY ALERTS, REGULATORY UNIVERSE AND
COMPLIANCE RISK MANAGEMENT PLAN (CRMP) FOR A PERIOD
OF THREE (3) YEARS RENEWABLE ANNUALLY**

Bid Number : PIC10-2020
Closing Date : 28 October 2020
Closing Time : 11:00 am
Submission : tenders@pic.gov.za

Compulsory Virtual Briefing Session:

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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 service and the technical capacity and ability of a bidder;

- 1.7 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.8 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.9 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.10 **SANAS** means the South African National Accreditation System;
- 1.11 **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;

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 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 OBJECTIVE

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential service providers (herewith referred to as "Bidders") to provide Regulatory Hub – Regulatory Alerts, Statutes, Regulatory Universe and Compliance Risk Management Plan (CRMP) .

4 SCOPE OF WORK

The service must entail;

4.1 Daily regulatory alerts

4.1.2 Alerts must be based, inter alia, on statutory updates, Bills, Regulations, Ombud's Rulings, Cases, Directives and Parliamentary Committee and Meetings Summaries and Reports..

4.2 Task Manager

4.2.1 Assigning of tasks, settling of deadlines, draw reports, dashboard, diary with statutory events.

4.2.2 Service must be personalized, in other words, we should be able to call and request information to a dedicated representative of the service provider. The offering must provide support throughout the duration of the contract.

4.3 Statutes

Up-to-date statutory database of Acts and Regulatory.

4.4 Regulatory Universe

4.4.1 provide Regulatory Universe of PIC applicable legislation which will be utilized by Regulatory Compliance, and serve at Board and committees of Board per quarter, bi-annual and year-end;

4.4.2 provide a detailed analysis;

4.4.3 provide information and Regulatory Universe on a need's basis based on PIC requirements due to the nature of business of the PIC; and

4.4.4 telephonic support must also be provided

4.5 Regulatory risk management software solution

Software solution which will enable the corporation to manage the Compliance Risk Management Plans (CRMPs), unpack legislation on a section by section basis in plain language and outline the prescribed compliance requirements. The solution must be provided as an end user product without any license cost implications. The PIC must be provided with a dedicated resource that must be available, within business hours to assist with any PIC queries.

4.6 Compliance Risk Management Plan (CRMPs)

Section by section summary of identified Acts in plain language, applicable compliance requirements, compliance triggers, penalties, ability to incorporate risk assessments in accordance with the corporation's enterprise wide risk framework, for each section, monitoring capabilities and produce quarterly reports / dashboards.

5. CONTRACT TERM

The appointed service provider may be required to start immediately after signing the contract and to provide the services for a period of three (3) years renewable annually.

6. VALIDITY PERIOD

Bids must remain valid and available for 180 days calculating from the closing date as advertised for the bid, for acceptance, or non-acceptance by PIC. The bidder undertakes not to withdraw, or alter, the bid during this period. Should no response is received within validity period, bidders should consider the bid unsuccessful

7. QUERIES AND CLARIFICATIONS

Any additional information required which is not clarified in the specifications must be addressed in writing to (tenders@pic.gov.za) by Friday 16 October 2020.

8. EVALUATION CRITERIA

The evaluation criteria will be based on the following three phases:

- **Phase 1: Administrative requirements**
- **Phase 2: Functionality Evaluation**

- **Phase 3: Price and BEE Evaluations (80/20 points).**

PHASE 1: ADMINISTRATIVE REQUIREMENTS

All bid responses that do not meet the mandatory administrative requirements will be disqualified and will not be considered for further evaluation on the other functional requirements. The mandatory administrative requirements are stated below, bidders that meet all administrative requirements will proceed to the next stage.

Bidders must submit the following documents and complete all documents

- CSD report with a compliant tax status
- 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 must produce a valid affidavit
- Signed and completed declaration of interest document (SBD4)
- Signed and completed SBD 1 – Invitation to Bid document
- Acceptance of the conditions as stipulated in the bid document
- ID copies of the shareholders/directors

PHASE 2: TECHNICAL / FUNCTIONAL SCORING CRITERIA

Bidder, who scores below 70 points, will not go through to the next level of evaluation. Presentations and/or site visits will form part of the evaluation. (Bidder who scores 70 or more points out of 100 points allocated at technical evaluation will be subjected to site visits and will be called for a presentation and further be evaluated on price and B-BBEE.

No	Element	Weight
1	<u>Company experience</u> The bidder must provide in their response a company profile, detailing structure, services offering as outlined in section 4 of the RFP, infrastructure to render the service and resources allocated .	30

2	<u>Approach and Methodology</u> The bidder must demonstrate a comprehensive approach and methodology in executing the scope. bidder must demonstrate a clear understanding of the tasks in the scope of work.	50
3	<u>Reference</u> Bidding Company must provide signed reference letters indicating that similar projects were executed successfully <u>within the past three years</u> . Each letter <u>must be on client letterhead</u> and include but not limited to; <ol style="list-style-type: none"> 1. Brief description of service rendered 2. Contract period and value 3. Contract person and number 	20
	Total	100

PRESENTATION

The shortlisted bidder/s will be required to deliver a 30 minutes presentation, which may include, but not limited to a demonstration of their proposal to the PIC. This provides an opportunity for the prospective service provider to clarify or elaborate on the proposal. The PIC will schedule the date and time of these presentations.

Pricing Structure

Bidders are required to use as the table a guideline for costing purposes the below table.

Description	Year 1 Cost Inc Vat	Year 2 Cost Inc Vat	Year 3 Cost Inc Vat
Modules			
License			
Support			

TOTAL Including VAT			R
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PHASE 3: PRICE & BEE

In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.

CRITERIA	POINTS
Price	80
B-BBEE	20
TOTAL	100 points
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

Points scored will be rounded off to the nearest two decimal places.

- a) The Bidder who scored the highest point will be awarded the bid.
- b) 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.

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

9. TERMS AND CONDITIONS

9.1 Joint Ventures / Consortiums

The following information and documentation must be submitted:

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

- a) A percentage breakdown of the work allocation between the parties must be clearly indicated.
- b) A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted

9.2 Non-Commitment

- a) 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
- b) Negotiate with all or some of the shortlisted bidders
- c) The cost of preparing of bids will not be reimbursed.
- d) If no correspondence is received 90 days after closing date then the bidder must consider their submission unsuccessful.

9.3 Reasons for rejection

- a) 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
- b) 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.
- c) 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 directors - 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.

9.4 Cancellation of Bid

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

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

- b) funds are no longer available to cover the total envisaged expenditure;
- c) no acceptable bids are received
- d) unsuccessful contract negotiations

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

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

9.5 Receipt of Bids

Bids shall be submitted to the designated email address tenders@pic.gov.za

9.6 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.

9.7 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 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.

9.8 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.

10. PART A SBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC10-2020	CLOSING DATE:	28 October 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of a service provider to provide regulatory hub-Regulatory Alerts, regulatory universe and compliance risk management plan (CRMP) for a period of three (3) years renewable annually.				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO :					
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					

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

11 . LIST OF SHAREHOLDERS

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information

Name	ID No	SA Citizen	Race	Gender	Shareholding %

Black Shareholders/ Members as per the B-BBEE Certificate

Name	Identity	Race	Gender	Shareholding %

12 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.

"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 **YES / NO** authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attach 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 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

13. 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:	

***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)	<input type="checkbox"/>

<p><i>Please submit the B-BBEE verification certificate.</i></p>	
<p>The company is in the process of being verified. Please submit a letter from verification agency. <i>(i.e. verification to be completed within a maximum of 2 months)</i></p>	<div data-bbox="1023 663 1126 763" data-label="Image"> </div>

14 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

15 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 2020

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 2020

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.

ANNEXURE B

Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

Ownership of Data

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

Termination of Convenience

PIC requires a clause addressing termination of convenience

Governing Law

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

Warranty

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

- the Services shall be rendered and executed in a professional manner in accordance with the standards agreed between the Parties and expected in the relevant industry; and
- the personnel tasked with rendering the Services have completed the requisite formal training and have the expertise to execute their functions properly, 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.