

# **PIC007/2020: REQUEST FOR PROPOSAL (RFP) TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF BOARD AND COMMITTEE MEETINGS MANAGEMENT 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 ("GEF"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP").

This RFP seeks to identify suitably qualified and experienced bidders to offer the Meetings Management solution for the organisation. The key benefits that are expected by the PIC from the proposed Meetings Management solution include, but are not limited to, the following:

- Meeting packs will be accessible to only authorised users, anywhere and anytime.
- Improved collaboration by the Board and Executives.
- Comprehensive audit trail of all activities by Corporate Secretaries, Board and Executive members.
- Improved security for the sensitive data in the meeting documents:
  - MFA (Multi-Factor Authentication) capability
  - AD (Active Directory) integration
  - PIC Password policy compliant
  - Improved user experience due to more user-friendly interface and stable functionality.

**Bid documentation will be available on the PIC website ([www.pic.gov.za](http://www.pic.gov.za)) as from 10 August 2020. The documents will be published on: [tenders/corporate/Advertised/PIC007/2020](http://tenders/corporate/Advertised/PIC007/2020).**

**Briefing session slides will be available on the PIC website from 17 August 2020.**

**Closing date for the bid submission:  
11 September 2020  
Closing time: 11h00 am.**

***Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za).  
Reference number: PIC007/2020 must be indicated in all correspondence.***

**Enquiries may be emailed to:  
[tenders@pic.gov.za](mailto:tenders@pic.gov.za)**



**Sunday Times (Tender/notices section): 09-08-2020**

**Approved for publication by:**

**Signature:\_\_\_\_\_ Date:\_\_\_\_\_**

**Print name: \_\_\_\_\_**

**BID NO (PIC007/2020): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF BOARD AND COMMITTEE MEETINGS  
MANAGEMENT SOLUTION FOR A PERIOD OF FIVE (5) YEARS**

Bid Number : PIC 007/2020  
Closing Date : 11 September 2020  
Closing Time : 11:00 am  
Electronic Submission : [tenders@pic.gov.za](mailto:tenders@pic.gov.za)

**No briefing session- Briefing slides will be published on PIC website on 17 August 2020**

Validity period of bid: 90 days

## **TABLE OF CONTENTS**

<b>1</b>	<b>DEFINITIONS AND ABBREVIATIONS .....</b>	<b>3</b>
<b>2</b>	<b>INTRODUCTION.....</b>	<b>5</b>
<b>3</b>	<b>BACKGROUND .....</b>	<b>5</b>
<b>4</b>	<b>SCOPE OF WORK - DESIRED MEETING MANAGEMENT SOLUTION .....</b>	<b>7</b>
<b>5</b>	<b>MEETING MANAGEMENT SOLUTION BUSINESS REQUIREMENTS.....</b>	<b>8</b>
<b>5.1</b>	<b>Business Requirements.....</b>	<b>9</b>
<b>5.2</b>	<b>Minimum Requirements .....</b>	<b>14</b>
<b>6</b>	<b>CLIENT REFERENCES .....</b>	<b>15</b>
<b>7</b>	<b>PROJECT TEAM EXPERIENCE.....</b>	<b>15</b>
<b>8</b>	<b>EVALUATION CRITERIA AND METHODOLOGY.....</b>	<b>16</b>
<b>9</b>	<b>ADMINISTRATIVE REQUIREMENTS .....</b>	<b>16</b>
<b>10</b>	<b>TECHNICAL / FUNCTIONAL SCORING CRITERIA.....</b>	<b>17</b>
<b>11</b>	<b>PRICING PROPOSAL.....</b>	<b>20</b>
<b>12</b>	<b>PROPOSED RESPONSES FORMAT .....</b>	<b>22</b>
<b>13</b>	<b>CONDITIONS .....</b>	<b>24</b>
<b>17</b>	<b>PART A SBD 1.....</b>	<b>27</b>
<b>18</b>	<b>DECLARATION OF INTEREST .....</b>	<b>32</b>
<b>19</b>	<b>COMPANY INFORMATION.....</b>	<b>36</b>
<b>20</b>	<b>DECLARATION .....</b>	<b>38</b>

PUBLIC INVESTMENT CORPORATION SOC LIMITED .....	40
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## 1 DEFINITIONS AND ABBREVIATIONS

1.1 **B-BBEE** means black broad-based economic empowerment;

- 1.2 **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.3 **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.4 **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.7 **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;
- 1.8 **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;
- 1.10 **DMZ** means Demilitarized Zone (sometimes referred to as a perimeter network)
- 1.11 **Functionality** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 1.14 **IT Systems** means Network infrastructure, Databases and all other Microsoft systems and Applications.
- 1.15 **Management** means an activity inclusive of control and performed daily, 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;
- 1.16 **MFA** means Multi-Factor Authentication
- 1.17 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.18 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);

- 1.19 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.20 **SANAS** means the South African National Accreditation System;
- 1.21 **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;
- 1.22 **SIEM** means Security Information and Event Management;
- 1.23 **OWASP** means Open Web Application Security Project;

## 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. The PIC seeks to acquire and implement a new cloud- based Board and Committee Meetings Management solution.
- 3.2. This solution will allow setting up of meeting workspaces (meeting packs), modification, distribution (including changes to meetings and supporting documentation) for Corporate Secretaries.
- 3.3. The meetings workspaces will display details about the meeting along with the actual agenda items and documents to be reviewed during the meeting.
- 3.4. The meetings management system will provide, amongst others
  - Online access for review and collaboration on published documents (agenda, meeting minutes, supporting documents)
  - Offline access for members for reviewing the documents (including recording comments) whilst maintaining strict security levels.
  - Secured archiving of meeting workspaces.
  - Due to the sensitive nature of the meeting documents security is critical but also ensuring easy access to the meeting documents.
- 3.5. As such, this RFP seeks to identify suitably qualified and experienced bidders to offer the Meetings Management solution for the organisation.
- 3.6. The key benefits that are expected by the PIC from the proposed Meetings Management solution include but are not limited to the following:
  - Meeting packs will be accessible to only authorised users, anywhere and anytime.
  - Improved collaboration by the Board and Executives
  - Comprehensive audit trail of all activities by Corporate Secretaries, Board and Executive members.
  - Improved security for the sensitive data in the meeting documents
    - **MFA** (Multi-Factor Authentication) capability
    - **AD** (Active Directory) integration
    - PIC Password policy compliant
  - Improved user experience due to more user-friendly interface and stable functionality

## **4 SCOPE OF WORK**

The scope of work defines the key project work activities to be performed, highlighting what deliverables are to be met by the prospective Bidder.

### **4.1 PROJECT APPROACH**

The Bidder is expected to cover the following project scope items in the delivery of the of Meetings Management Solution project:

#### **4.1.1. Requirements Gathering and Analysis**

The bidder is expected to conduct thorough requirements gathering sessions with PIC stakeholders. The bidder is expected to produce deliverables including but not limited: Business Requirements Specification, Technical Requirements Specification and Software Requirement Specifications which will be used as input into the design phase of the project;

#### **4.1.2. Design**

As part of the design phase of this project, the bidder is expected to deliver design phase deliverables such as System Architecture and Detailed Design Specifications;

#### **4.1.3. Implementation and Configuration**

Based on the requirements gathered, the bidder is expected to configure and deliver a Meetings Management Solution that meets all approved requirements/specification to the PIC's.

#### **4.1.4. Testing**

The bidder is expected to lead the testing effort for the configured solution. The bidder will be requested to produce test cases, test summary reports, test results, quality assurance plan, revised bug lists and user acceptance test.

#### **4.1.5. Deployment**

The bidder is expected to deploy the fully tested solution to environments such as Development, Quality Assurance, Pre-Production and Production and Disaster Recovery environments respectively. The Pre-Production environment must be similar to the Production environment for use by the PIC.

#### **4.1.6. Data Migration**



The bidder is expected to lead and perform data migration (as per scope agreed with the PIC during the Analysis phase) from the current PIC Meetings management solution onto the proposed solution.

The bidder is expected to lead the data migration process and develop the necessary technical capabilities to extract, transform and load the data into the proposed solution.

The PIC expects the bidder to produce data migration deliverables **including but not limited** to migration strategy, source to target mapping specification, and data quality management specification as part of this process.

#### **4.1.7. Maintenance and Support**

The bidder is expected to provide comprehensive maintenance and support for the deployed of the Meetings Management solution for a period of Five (5) years. New upgrades to the solution will be carried out as per the PIC's solution upgrade processes. The bidder is expected to upskill PIC IT personnel and document detailed operationalization manuals.

## **5 MEETINGS MANAGEMENT SOLUTION BUSINESS REQUIREMENTS**

The following requirements are to be met as part of the meetings management solution implementation at the PIC:

## 5.1 Business Requirements

The bidder(s) is expected to meet 70% of the below requirements (Functional and Non-Functional) in order to proceed to the next stage.

#	Description	Comply	Not Comply	Comments	Ref of RFP Response
	<b>Business Requirements</b>				
5.1.1	The system must be available 24x7 to allow users who may be in a different time zone access to the system.				
5.1.2	The system must be available 24x7 for the uploading and downloading of documents.				
5.1.3	System must be available offline, where there is no Internet Access and still apply security controls and have a time limit to content access offline.				
5.1.4	Automatic synching of changes to documents when the user was offline.				
5.1.5	Addition of late papers and changes should be without any issues.				
5.1.6	Users should be able to make notes on documents and the notes should be specific to the user, but the user should be able to share the notes they made and should be easy to navigate your notes.				
5.1.7	Should be able to set rules for reviewing actions and provide a "Read receipt" capability.				
5.1.8	Distribute finalised Minutes and assign actions and record decisions.				

5.1.9	Agendas, board packs, and minutes, should be easily searchable by date or keyword, while applying relevant Chinese walls and security.				
5.1.10	The finished product must look like a collection of documents (meeting pack).				
	<b>Non-Functional Requirements</b>				
5.1.11	<b>The solution should require a user name and password in order to allow a user to access it.</b>				
5.1.12	The solution is expected to comply with PIC password standards.				
5.1.13	Segregation of Duties – Ability to enforce separation of duties through defined user roles and rights.				
5.1.14	The solution should have the ability to restrict functionality by user or group of users, including the ability to restrict the export of data.				
5.1.15	The solution should be able to interface directly with Microsoft Active Directory for Role Based Access Control (RBAC) when accessed from the internal PIC network. When accessed from externally, the solution should be able to interface with Microsoft Active Directory Federation Services for RBAC.				
5.1.16	The solution should use Multi-Factor Authentication (MFA).				
5.1.17	The solution should provide password self service capabilities.				

5.1.18	All files uploaded external sources and internal sources The system must able to malware scanning.				
5.1.19	Ensure privacy requirements are met (e.g. the need to protect the confidentiality of customer records or personally identifiable information (PII) while demonstrating a clear chain of custody.				
5.1.20	The solution must be able to provide adequate protection for Sensitive information in transit (e.g. between client and server) and must be protected against unauthorized disclosure.				
5.1.21	The solution should be fully auditable with an ability to create and provide audit trails for all the actions performed on the system , with date and time stamp, changes, and the user making the change.				
5.1.22	The solution should be protected against the OWASP (Open Web Application Security Project) threats.				
5.1.23	Session management - Application should be capable of issuing session IDs that are unique to users and should be randomly generated, and issued after successful authentication.				
5.1.24	The solution should be compliant to privacy regulations including but to not limited to POPI, GDPR etc.				
5.1.25	The system should have a replication solution (array and/or database) that enables data consistency to Disaster Recovery.				
5.1.26	Archiving and Backup capability – Ability to archive and backup data.				

5.1.27	Recoverability – ability to recover within reasonable time of power failure or network failure				
5.1.28	The system should be compatible with selected Monitoring and Reporting applications including Dashboard reports at requested frequency.				
5.1.29	Seamless integration with security monitoring solutions, such as SIEM (Security information and event management), Mobile device Management.				
5.1.30	Capability to integrate audit logs generated by the solution with SIEM (Security Events and Information Management system).				
5.1.31	Implement baseline configuration on hosting servers (security patches and antivirus).				
5.1.32	Security-related events generated for each not only for access attempt but the significant solution and network events (e.g. service creation, solution crash, object deletion and failed login attempt); should look at the possibility of combining with, Incorporated relevant event attributes in the event entries (e.g. Process description, process owner, IP address, username, time and date, protocol used, port accessed, method of connection and name of device.				
5.1.33	The bidder should provide pen test report for the hosting infrastructure and application before solution Go-live,  Right to Audit confirmation.				
5.1.34	The Bidder should be able to provide Security Certifications such as (ISO27001, SOC 2 Report) for the solution including data centres and application systems.				

5.1.35	The solution upgrade process should not result in any business hour downtime – all planned upgrades are to occur on weekends or holidays or after business hours following PIC change management process.				
5.1.36	The solution should make use of the Solution Architecture that allows for maintaining production solution availability during patching.				
5.1.37	The applications should exist in Disaster Recovery and should be kept in synchronized with respect to configurations, versions and patches.				
5.1.38	The solution should be compatible with selected Business Services Management applications.				
5.1.39	The solution should allow for planned changes to take place without impact to users, where technically feasible.				
5.1.40	The solution should be able to handle large volumes during peak times.				
5.1.41	The solution should provide a Disaster Recovery solution with no more than 7 minutes of potential data loss (Recovery Point Objective) in the event of catastrophic site level disasters.				
5.1.42	The solution should be compatible with selected quality of service (QoS) applications.				
5.1.43	The solution should be able to perform business functions during downtime and solution should be synchronized with activities that were taking place during the time the solution was down.				
5.1.44	The solution should provide up-to-date business continuity plan that demonstrates company's continuity arrangements for operational disruptions.				

5.1.45	The solution should cater for future growth, e.g., adding of new functions and or users.				
5.1.46	The solution should provide ability to support visibility of the PIC brand.				
5.1.47	The service provider should provide ease of first and second level supportability.				
5.1.48	Provide details of cloud / hybrid deployment and Integration with other databases systems.				
5.1.59	Online backup and recovery with archiving and partitioning support.				

## 5.2 Minimum Requirements

The bidder must comply with the following **minimum requirements** to respond to this RFP. Bidders who are **NOT compliant** will be **disqualified**.

- 5.2.1.** The technical resources assigned to this service **MUST** have experience in implementing IT systems.- **Indicate comply/Not Comply/ Ref Par in RFP Response**

The technical resources assigned to this service **MUST** have a minimum of five (5) years' experience providing Meetings Management Solutions. **Indicate comply/Not Comply/ Ref Par in RFP Response**

**CV** of the technical resources indicating the relevant experience must be provided;  
**Indicate comply/Not Comply/ Ref Par in RFP Response**

Valid certified copies of the resource's certifications must be included for verification.

- 5.2.2.** The bidder is expected to provide at **least 4 (four) contactable client references of companies** where Meetings Management have been successfully delivered and maintained within the last **5 (five)** years. **Indicate comply/Not Comply/ Ref Par in RFP Response**

## 6 CLIENT REFERENCES

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

- 6.1. The name of the entity, contact person, designation of contact, contact number, contract value and date; and
- 6.2. Reference letter from the client confirming Meetings Management solution services rendered.

## 7 PROJECT TEAM EXPERIENCE

Bidder(s) must provide a summary of the company's staff complement and CV details/experience of the team to be assigned to this project.

- Provide details showing implementation approach and breakdown of key milestones that will be delivered during the project
- Bidders must show how they will lead Change Management of the proposed solution to ensure easy adoption by stakeholders
- Experience of the core project team to be involved in the implementation of the project and years of experience must have a minimum of 10 years combined (Excluding the IT technical lead);
- IT Technical Lead must have a minimum of 10 years' experience offering Meeting Management solution and other IT related services;
- CV of Project Manager with experience of implementing similar solutions;
- CV for all the team members assigned to the project must be provided;
- The IT Technical lead response must include a table with Client, Project Implemented, Project Start and End Dates, Client Contact Details.



**NB:** The bidder(s) must have additional resources with similar experience as technical lead to cover when one resource is not available in order to reduce key man dependency risk;

## 8 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements
- **Phase 2:** Minimum Requirements
- **Phase 3:** Meeting Management solution Requirements (100 points).

Bidder, who scores below 70 points, will not go through to the next level of evaluations.

**Presentations** and 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 further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).

Price and BEE Evaluations (80/20 points).

- **Phase 4: Pricing Proposal**

Bidder(s) who fails to comply with phase 1 and 2 requirements will not proceed to the next phases.

## 9 ADMINISTRATIVE REQUIREMENTS

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

Submission of:

- A valid and original Tax Clearance Certificate/Valid Tax Pin Number.
- BBBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).
- EME's and QSE's –affidavit
- Signed and completed declaration of interest document
- Signed and completed SBD 1 – Invitation to Bid document
- Signed and completed Company Information document

- Latest audited Financial statements within the last two years
- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document by signing all declarations.
- Submission of the proposal electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number PIC007/2020 must be indicated on all submissions.
- All documents should be indexed, clearly marked with bid number.
- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. **Kindly enclose your CSD registration number MAAA\_\_\_\_\_**

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

Technical / Functional Criteria	Weightings																																			
<p><b>11.2 Technical Lead – Years of experience in implementing Meeting Management solutions and related programmes</b></p> <p>The Technical Lead must have a minimum of ten <b>(10)</b> years (e.g. from 2007 to 2017) technical lead experience in Meetings Management solution programmes as per scoring matrix below. If less than Ten <b>(10) years’</b> experience, no score will be awarded.</p> <p><b>Please provide a copy of the C.V. of the Project Manager and Technical Lead who will be responsible for the PIC Meetings Management solution. In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V</b></p> <table><tr><th>Client</th><th>Programme Implemented</th><th>Budget</th><th>Start Date</th><th>End Date</th><th>Relevance to Service Offerings</th><th>Client Contact Details</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													10
Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														

Technical / Functional Criteria	Weightings
<p><b>11.3 Company Experience (References)</b></p> <p>Please provide <b>A MINIMUM</b> of four (4) recent) attestation letters from the respective customers on the letterheads <b>CONFIRMING IMPLEMENTATION of Meetings Management solution Scope Services.</b> The letters <b>MUST INCLUDE</b> the company name, the services offered, duration, contact person and contact numbers. (If the letters do not include all the above requirements, the PIC will not accept the letter as being valid.)</p> <p><b>Please note: The PIC will not accept a list of references and/or references listed on a table. The reference letters must be in the form of individual letters from the respective customers.</b></p>	<p><b>10</b></p>

Technical / Functional Criteria	Weightings
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#### 11.4 Compliance with Meetings Management solution scope

Bidder must illustrate current capability and capacity to meet PIC Meetings Management solution Business requirements (refer to Sections 4 and 5: Meetings Management Solution); plus, Bidder must illustrate their future growth plans (including product roadmap):

Meeting Management solution Scope Item	Weight	Section in Proposal
Business Requirements (See sections 4 and 5)	35	
Reporting Requirements (See section 4)	20	
Value Adds	15	

The Bidder must provide the above table as an attachment to the RFP response to the PIC Meetings Management solution requirements. \*All value adds must be clearly articulated and referenced as per the table above.

70

## 11 PRICING PROPOSAL

Bidder are required to submit a proposal for all services outlined in the Scope of work. The costs for the Bidder's proposal should be submitted in a separate document in line with the Scope of Work identified. It is the responsibility of the Bidder to ensure the accuracy of the pricing provided as part of the response.

Costs should include the complete, fixed costs (if not fixed please indicate and provide details) for the services requested, including but not limited to the following:

All costs should be completely reflected on the pricing proposal.

When completing the Pricing Bidder must take note of the following:

- All pricing (including services, resources, hourly rates charged etc.) to be quoted in South African Rand including VAT. Pricing should be in alignment with the National Treasury.
- Bidders to incorporate pricing assumptions which will include any:
  - Forex; and
  - Price fluctuations.
- Pricing assumptions must cater for growth of PIC staff complement.
- Pricing must show clearly the once off implementation cost and ongoing maintenance cost.
- Disbursements will be discussed and agreed during contract negotiations in line with the PFMA and/or National Treasury Regulations.

Pricing should follow this format considering the outlined deliverables specified in the tender document.

<b>Meetings Management solution</b>	<b>Once-Off Costs (e.g. Transitioning and Implementation services)</b>	<b>Monthly Maintenance &amp; Support</b>	<b>Monthly Fee</b>	<b>Annual Fees (e.g. Licensing / Subscription Fees)</b>	<b>Sub-Totals</b>	<b>Explain Basis for Total Monthly Fee / Comments</b>
<b>Meetings Management solution</b>						
<b>Other (add a row for each category)</b>						
<b>TOTALS:</b>						N/A

## 12 PROPOSED RESPONSES FORMAT

For the purpose of ease in evaluating the **Functionality of bids**, Bidder are required to present their bid documentation under the following headings:

Reference - Bidder(s)On Response)	Title	Guideline
<b>Section 1</b>	Cover letter	Brief company background, services and expertise, contact name and details of delegate authorized to make representations for the organization.
<b>Section 2</b>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
<b>Section 3</b>	Scope of Work	Respond and cover all items presented for Meetings Management solution.
<b>Section 4</b>	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 5</b>	Client References	Provide a summary of client references
<b>Section 6</b>	Service Management	Should cover the proposed SLA, support and maintenance plan for a period of 5 years
<b>Section 7</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

### **Phase 3: PRICE AND BEE EVALUATION**

All Bidder to submit their pricing as per schedule below-

- (a) Annual increases must not exceed CPI related to the specific year;
- (b) A maximum of 80 points is allocated for price on the following basis:

Where

P = Points scored for price of bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of points /20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non- compliant Contributor	0

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

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

15.8 The Bidder who scored the highest point will be awarded the bid.



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

### 13 CONDITIONS

#### 16.1 Joint Ventures / Consortiums

16.1.1 The following information and documentation must be submitted:

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

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

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

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

#### 16.2 Non-Commitment

16.2.1 The PIC reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.

16.2.2 The cost of preparing of bids will not be reimbursed.

#### 16.3 Reasons for rejection

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

16.3.2 Bidder shall not contact the PIC on any matter pertaining to their bid from the time the bids are closed to the time the bid has been adjudicated. Any

effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.

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

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

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

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

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

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

#### 16.4 Cancellation of Bid

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

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

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

16.4.1.3 no acceptable bids are received

16.4.1.4 unsuccessful contract negotiations

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

16.4.2.1 due to change of circumstances, there is no longer a need for the goods or services requested;

16.4.2.2 funds are no longer available to cover the total envisaged expenditure.

#### 16.5 Clarifications

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

#### 16.6 Receipt of Bids

Bids to be received electronic to [tenders@pic.gov.za](mailto:tenders@pic.gov.za)

#### 16.7 Late Bids

Electronic bids received late shall not be considered. A bid will be considered late if only received one second after 11h00 or any time thereafter. Bids received late shall be not be opened. Bidder are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

#### 16.8 Presentations

The PIC may require presentations and/or site visits at a stipulated date and time from short-listed Bidder as part of the bid process.

#### 16.9 Service Level Agreement (SLA)

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

16.9.2 The award of a tender shall always be subject too successful negotiation and conclusion of Master Agreement and SLA. There will be no binding

agreement between the parties if a contract has not been concluded. PIC reserves the right to cancel the award.

#### 16.10 Contracting

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.

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

## 17 PART A SBD 1

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC007/2020	CLOSING DATE:	11 September 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE IMPLEMENTATION OF A MEETING MANAGEMENT SOLUTION FOR A PERIOD OF FIVE YEARS				
BID RESPONSE DOCUMENTS TO BE SUBMITTED ELECTRONICALLY					
tenders@pic.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	tenders@pic.gov.za		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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes    <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <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></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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



SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



## 18 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.

"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 Reference Number	Tax Number	State Number / Employee Personal Number

**DECLARATION**

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

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

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

.....

Signature

Date

.....

Position

.....

Name of bidder

## 19 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. 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 \_\_\_\_\_<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

---

---

---

---

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.