

**PIC014/2020:  
REQUEST FOR PROPOSAL (RFP) TO APPOINT  
A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF IBM COGNOS FINANCIAL  
REPORTING DEVELOPMENT, SUPPORT,  
MAINTENANCE AND LICENSE RENEWAL  
SERVICES FOR A PERIOD OF THREE (3) 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").

The PIC uses IBM Cognos Express for Financial Business Intelligence and client reporting, Cognos is implemented in three (3) environments i.e. Test, Production & Disaster Recovery. The Cognos implementation at the PIC comprises the following key IBM components / modules:  
• Planning Analytics Express • Cognos Express Performance Management; and • Planning Analytics Cognos Analytics.

The PIC has limited IBM Cognos skilled resources hence the requirement for development, maintenance and support services; to ensure continued operability and reliability of the Cognos solution.

The PIC IBM Cognos products are licensed through the IBM International Passport Advantage with entitlement to the PIC and requires annual software subscription and support renewal. As such, the RFP document seeks to identify a suitably qualified bidder for the provision of IBM Cognos financial reporting development, support, maintenance and license renewal services for a period of three (3) years.

**Bid documentation will be available on the PIC website:  
[www.pic.gov.za](http://www.pic.gov.za). The documents will be published on: tenders/  
corporate/Advertised/PIC014/202 as from 02 November 2020.**

***A virtual, compulsory briefing session will be held on 10 November 2020 at 11h00. Bidders need to register on [tenders@pic.gov.za](mailto:tenders@pic.gov.za) by 12h00, 9 November 2020 (No late registrations will be accepted). PIC014/2020 to be quoted in all communication.***

**Closing date for the bid submission:**

**01 December 2020.**

**Closing time: 11h00.**

***Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC014/2020 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): 01-11-2020**

**Approved for publication by:**

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

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

**Bid No (PIC014/2020): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF IBM COGNOS FINANCIAL REPORTING  
DEVELOPMENT, SUPPORT, MAINTENANCE AND LICENSE  
RENEWAL SERVICES FOR A PERIOD OF THREE (3) YEARS**

Bid Number : PIC 014/2020

Closing Date : 1 December 2020 Closing Time :  
11:00 am

Place of Submission : Public Investment Corporation SOC Ltd  
Menlyn Main Central Square Corner Aramist  
Avenue and Corobay Avenue Waterkloof Glen  
Extension 2

**Compulsory Virtual Briefing Session: 10 November 2020**

**Briefing Time:** 11:00 AM

Validity period of bid: 180 days

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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 **Management** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;
- 1.8 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.9 **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid, in this case, being a period of 120 (one hundred and twenty) days;
- 1.10 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.11 **SANAS** means the South African National Accreditation System;
- 1.12 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- 1.13 **GDPR** means the General Data Protection Regulation;
- 1.14 **POPI** means the Protection of Personal Information Act;
- 1.15 **Cognos Analytics** means a business intelligence platform that supports the entire analytics cycle, from discovery to operationalization.
- 1.16 **T-SQL (Transact-SQL)** means a set of programming extensions from Sybase and Microsoft that add several features to the Structured Query Language (SQL), including transaction control, exception and error handling, row processing, and declared variables.

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 the 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 markets, 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 the mandate to invest in the rest of the African continent and beyond. Over and above generating financial returns for clients, through its impact-investing programme, the PIC seeks to generate social returns by investing in projects that ensure inclusive growth. The PIC supports the United Nations' Sustainable Development Goals and considers environmental, social and governance issues in all its investments.

The PIC manages assets exceeding R2 trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

3.1. The PIC is in a process of modernizing its processes in an effort to achieve its strategic objectives such as, but not limited to the following:

- Fulfilling and exceeding its client expectations by investing in sustainable growth, inclusivity, and transformation;
- Becoming a catalyst for continental integration and a global investor; and
- Growing our client base and investment products offering through innovative thinking.

3.2. The PIC uses IBM Cognos Express for Financial Business Intelligence and Client reporting, Cognos is implemented in three (3) environments i.e. Test, Production & Disaster Recovery. The Cognos implementation at the PIC comprises the following key IBM components/modules:

- Planning Analytics Express;
- Cognos Express Performance Management; and
- Planning Analytics Cognos Analytics

3.3. The PIC has limited IBM Cognos skilled resources hence the requirement for Development, Maintenance, and Support services; to ensure continued operability and reliability of the Cognos solution.

3.4. The PIC IBM Cognos products are licensed through the IBM International Passport Advantage with entitlement to the PIC and requires annual software subscription and support renewal.



## 4 KEY DATES AND ACTIVITIES

No	Description	Date/Time
1.	RFP is published	2 November 1020
2.	Bidders to submit questions	10 November 2020
3.	PIC to respond to bidders written questions	11 November 2020 to 23 November 2020
4.	Closing date	Weekly from 16 November 2020 to 25 November 2020

Table 1: Key dates and activities

## 5 SCOPE OF WORK

The scope of work defines the activities to be performed and highlights what deliverables are to be met by the prospective bidder(s).



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## 5.1 IBM Cognos Maintenance and Support

Maintenance and support services for the IBM Cognos solution to support system continuity including routine maintenance on all its customized development including the following;

#	Scope of work	Comply	Not Compliant	Comments	Reference Page on Proposal
1.	Corrective and preventative maintenance on the Cognos solution as and when required.				
2.	Provide IBM Cognos enhancements upon request.				
3.	Cognos software and process analysis in response to the frequent occurrence of the same or related problems.				
4.	Performance tuning as and when required, and when the performance benchmark is not met.				
5.	Any ad-hoc support requirements or other mutually agreed activities required by the PIC for the continuous operation of the solution.				
6.	Planning and implementing software upgrades and maintenance.				



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7.	General troubleshooting and resolution to queries related to the customized Cognos solution.				
8.	General needs analysis and support.				

Table 2: IBM Cognos Maintenance and Support

## 5.2 IT Project Management services

The service provider must provide IT project management services including but not limited to the following;

#	Scope of work	Comply	Not Compliant	Comments	Reference Page on Proposal
1.	Project management documentation to track and monitor the risks, scope, milestones, time, and resources for the development and implementation of the logic of reports on IBM Cognos (i.e. project plan, statement of work).				
2.	Project management, deliverables delivered on time and budget.				
3.	Plan and deliver functional and technical knowledge transfer training to Information				



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Table 3: IT Project Management services

### 5.3 IBM Cognos Financial Reporting Development Services

An allocation of at least forty (40) to a maximum of hundred (100) development services hours per month, that would be used for further enhancements of Cognos for requirements that include but not limited to; the following:

#	Scope of work	Comply	Not Compliant	Comments	Reference Page on Proposal
1.	Perform analysis to understand the current issues, relationships from the data source extracts to generate the various financial reports in Cognos.				
2.	Document in detail the outcome of the analysis stage, according to PIC standard and obtain sign-off before the logic of the financial report/s can be built.				
3.	Develop the logic for generating different types of monthly and quarterly financial reports.				



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4.	Design and development of new Cognos report i.e. logic of the reports, processes, or cubes.				
5.	Ad-hoc development of Cognos database T-SQL scripts and procedures.				
6.	Configuration, amendment, or implementation of new report sources.				
7.	Any additional enhancements of the existing Cognos reports, cubes, processes, or databases.				
8.	Document test cases and test scenarios to be performed by the end-users during User Acceptance Testing (UAT).				
9.	Perform testing and quality assurance of the logic built for the different types of reports.				
10.	Assist with User Acceptance Testing (UAT) with the business end-users and ensure there is necessary sign-off before deploying the change into the production environment.				

Table 4: IBM Cognos Financial Reporting Development Services

### 5.3.1 IBM Cognos Financial Reporting Development hourly rate



Please indicate the hourly rate per grouping of the quantity of development hours. This must also be reflected under the pricing model **13 Phase 4: PRICING PROPOSAL**.

Hours	Price per hour
40-60	
61-80	
81-100	

Table 5: Development hourly rate

#### 5.4 IBM Cognos License Renewal

Provide IBM Cognos license renewal services through PIC Passport Advantage for each of the three (3) years, for the following products. The IBM Cognos license will be renewed annually.

Product Code	Product Description	Quantity
E09T0LL	IBM Planning Analytics Express Connector per Install	1
E09T7LL	IBM Planning Analytics Express Connector for Non-Production environment per Install	2
E07PQLL	IBM Planning Analytics Express Administrator Authorised User	3
E01NALL	IBM Cognos Express Performance Management User Per Authorised User	20
E07PLLL	IBM Planning Analytics Cognos Analytics User Per Authorised User	10

Table 6: Cognos License Renewal

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

#	Minimum requirements	Yes or No	Proof must be provided if the response is yes and paragraph in Bid Proposal to be referenced e.g. page 7, par 1
1.	The company must have a minimum of five (5) years' experience in implementing and supporting IBM Cognos financial reporting.		
2.	The prospective bidder must be an IBM business partner with either of the following recognition level (: <ul style="list-style-type: none"> <li>• Silver,</li> <li>• Gold; or</li> <li>• Platinum).</li> </ul>		

Table 7: Minimum Requirements

## 7 PROJECT MANAGEMENT SERVICES

The Bidder should provide Project Management Services for the development and implementation of Cognos reporting logic. The PIC further recognizes the importance of employing the correct delivery model from the onset.

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



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

The PIC expects the service provider to provide project management deliverables including but not limited to, project plan to track and monitor the scope, milestones, and time.

The bidder shall clearly specify the proposed approach, methodology, and plan for the development and implementation of Cognos monthly reporting logic

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

- **Project Methodology** (including Project Management & Governance, Change Management, and Risk Management);
- **PIC services offering Readiness Assessment** (with recommendations);
- **Implementation Plan** (IBM Cognos financial reporting development); and
- **Post Implementation** - stabilisation, service delivery, and support (including managed services life cycle)

## 8 CLIENT REFERENCES



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Bidder(s) is expected to provide a list of at least three (3) contactable clients references of companies where IBM Cognos financial reporting work has been successfully delivered within the last 12 months.

The PIC may use the references provided as a basis for which client sites will be visited. For shortlisted Bidder(s), the PIC may require assistance to arrange site visits and demonstration of IBM Cognos services on request. References details must be as follows:

- 8.1 The name of the entity, contact person, designation of contact, contact number, services provided and contract, dates; or
- 8.2 Reference letter from the client confirming the IBM Cognos financial reporting development, maintenance, and support services.

## 9 SERVICE MANAGEMENT

The Bidder is expected to provide Service Level Agreements for Support and Maintenance for a period of 3 years stipulating and inclusive of the following:

- **Premium support must include the following:**
  - **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

Priority/ Severity	Response Turn Around Time	Resolution Turn Around Time
1	Within 15 Minutes	Within 2 business hours
2	Within 30 Minutes	Within 4 business hours



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3	Within 1 hour	Within 8 business hours
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1. Relationship Management Activities;
2. Services credit methodology in case of a Service Level Breach;
3. Provide dedicated resources that will support the PIC remotely and when required physically at the PIC offices especially during the month-end period where the PIC team will be relying on the IBM Cognos financial reporting.

Additionally, if the resources assigned to the PIC by the Service Provider fails to deliver services in the required standard, the PIC reserves the right to request for a replacement within 72 (seventy-two) hours following a written request; and

4. Sample service level reporting.

## 10 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

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

Bidders, who score below 70 points, will not go through to the next level of evaluations. Presentations and site visits will form part of the technical evaluation. (Bidders who score 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 fail to comply phase 1 and 2 requirements will not proceed to the next phases

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

## 11 PHASE 1: ADMINISTRATIVE REQUIREMENTS

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

Submission of:

Requirement	Appendix Number	Tick if included ✓
A valid and original Tax Clearance Certificate/Valid Tax Pin Number.		

BBBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).  EME's and QSE's –sworn Affidavit		
Signed and completed declaration of interest document		
Signed and completed SBD 1 – Invitation to Bid document		
Signed and completed Company Information document		
Audited or independently reviewed financial statements (Management account) not older than 18 months.		
Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document		
Acceptance of the conditions as stipulated in the bid document		
All documents should be clearly indexed,		

Requirement	Appendix Number	Tick if included ✓
Proposal to be submitted electronically to <a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>		
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. <b>Kindly enclose your CSD Document.</b>		

## 12 PHASE 3: TECHNICAL / FUNCTIONAL SCORING CRITERIA

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

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



## 12.1 Compliance to the Scope of Work

Bidder must illustrate the current capability and capacity to meet PIC IBM Cognos maintenance support, development, and license renewal services.

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IBM Cognos Financial Reporting Development, Maintenance Support, & License Service Scope Item	Weight	Section in Proposal
IBM Cognos Maintenance and Support (incl. license renewal)	25	
IT Project Management services	10	
IBM Cognos Financial Reporting Development Services	20	

**The Bidder must provide the above table as an attachment to the RFP response to the PIC IBM Cognos financial reporting maintenance support, development, and license requirements.**



Technical / Functional Criteria					Weightings
<b>12.2 CVs of Allocated Resources – Years of experience in development, supporting, and maintenance of IBM Cognos financial reporting environment.</b>					20
<p>All the resources must be IBM Cognos certified (i.e. on one or more of Cognos products within the PIC) and have a minimum of three (3) years of IBM Cognos Financial Reporting maintenance and support, and/or development experience.</p> <p>Provide at least three (3) CVs of IBM Cognos certified resources that will be assigned to service the PIC.</p> <p><b>In addition, the table below must be completed and included in the bid proposal section with the CVs. Failure to include the table will result in non-consideration of the CVs. The Bidder must ensure that they provide resources with a similar experience and qualification in case there is a change of resources allocated to PIC.</b></p>					
Client	Name of IBM Cognos Assignment	Relevance to Service Offerings	Start Date	End Date	Client Contact Details



Technical / Functional Criteria						Weightings																																			
<p><b>12.3 Company Experience (Reference Letters)</b></p> <p>Please provide <b>A MINIMUM</b> of three (3) recent (not older than 12 months) attestation letters from the respective customers on the letterheads <b>confirming the development, support, and maintenance of IBM Cognos financial reporting environment. The reference letters must be in the form of individual letters from their respective customers.</b></p> <p><b>Solution Scope Services.</b></p> <p>The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, the designation of contact, and contact numbers. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.)</p> <p><b>Please note: The PIC will also accept a list of references and/or references listed on the below table.</b></p> <table border="1"> <thead> <tr> <th>Client</th><th>Contact Person</th><th>Designation of contact</th><th>Start Date</th><th>End Date</th><th>Relevance to Service Offerings</th><th>Client Contact Details</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>						Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													20
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Technical / Functional Criteria	Weightings
<b>12.4 Service Level Agreement</b>  <b>Bidder must:</b>  <b>Propose Premium Support SLAs inclusive but not limited to the following:</b> <ul style="list-style-type: none"> <li>○ <b>Service Priority Levels and associated Turnaround times</b></li> <li>○ <b>Relationship Management Activities;</b></li> <li>○ <b>Services credit methodology in case of a Service Level Breach; and</b></li> <li>○ <b>Sample service level reporting.</b></li> </ul>	<b>5</b>

### **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

### 13 PHASE 4: 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, quantities 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:

- Licensing fees;
- Price fluctuations.
- Disbursements will be discussed and agreed during contract negotiations in line with the PFMA and/or National Treasury Regulations.

## Pricing Model

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

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

IBM Cognos Financial Reporting Development Services			
	Item	Monthly Cost	Annual Cost
Hours	Hourly rate	Annual Monthly Cost (Incl. Vat)	Annual Cost (Incl. Vat)
40-60			
61-80			
81-100			
	Sub Total 1.1	R	R

Maintenance and Support		
Cost element		Total Cost Inc VAT
	Year 1	R
	Year 2	R



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	Year 3	R
Sub Total 1.2		R

Project Management Services	
Hours	Hourly rate
40-60	R
61-80	R
81-100	R
Sub Total 1.3	R

IBM Cognos License Renewal Year 1		
Product	Quantity	Cost (Incl. Vat)
IBM Cognos License Renewal Year 2		
Product	Quantity	Cost (Incl. Vat)
IBM Cognos License Renewal Year 3		
Product	Quantity	Cost (Incl. Vat)
Sub Total 1.4		R

Total Bid Price

Sub-total	Amount
SUB-TOTAL 1.1	
SUB-TOTAL 1.2	

SUB-TOTAL 1.3

SUB-TOTAL 1.4

TOTAL BID INC VAT

## 14 PROPOSED RESPONSES FORMAT

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

Reference	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>	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
<b>Section 3</b>	Scope of Work	Respond and cover all items presented for IBM Cognos maintenance support, development and license.
<b>Section 4</b>	Bidder Experience	Provide a 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



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<b>Section 6</b>	<b>Service Management</b>	Should cover the proposed SLA, support, and maintenance plan for a period of 3 years
<b>Section 7</b>	<b>Pricing Proposal</b>	Cover all costs in detail as per pricing proposal details

**List of Shareholders**

Name	ID No	SA Citizen	Race	Gender	Shareholding %

- 14.1 Points scored will be rounded off to the nearest two decimal places.
- 14.2 The Bidder who scored the highest point will be awarded the bid.
- 14.3 In the event where two or more Bidder scored equal points, the successful bidder must be the one scoring the highest preference points for BBBEE.
- 14.4 However, when functionality is part of the evaluation process and two or more Bidder have scored equal points including equal preference points for BBBEE, the successful bidder must be the one scoring the highest for functionality.

14.5 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

## 15 CONDITIONS

**15.1** The PIC reserves the right not to accept the lowest priced bid or any bid in part or in a whole.

### **15.2** Joint Ventures / Consortiums

15.2.1 The following information and documentation must be submitted:

15.2.1.1 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.

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

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

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

### **15.3** Non-Commitment

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

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

### **15.4** Reasons for rejection

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

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.

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

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

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

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

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

15.4.2.2.4 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.

## 15.5 Cancellation of Bid

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

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

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

15.5.1.3 no acceptable bids are received

15.5.1.4 unsuccessful contract negotiations

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

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

## **15.6 Clarifications**

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

Clarifications questions must be provided by no later than 5 December 2019 and responses will be provided on 9 December 2019.

## **15.7 Receipt of Bids**

Each bid shall be in writing using non-erasable ink and shall be submitted on the official document of Bid issued with the bid documents. The bid shall be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, the bid box number (where applicable), and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

The onus shall be on the bidder to place the sealed envelope in the official marked locked bid box provided for this purpose, at the designated venue, not later than the closing date and time specified in the bid notice.

Postal bids will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate bid box by the closing time for such bids, it being understood that PIC disclaims any responsibility for ensuring that such bids are in fact lodged in the bid box. Proof of posting of a bid will not be accepted as proof of delivery to the appropriate place for the receipt of bids. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

#### **15.8 Late Bids**

Bids received late shall not be considered. A bid will be considered late if arrived only one second after 11h00 or any time thereafter. The tender box shall be locked at exactly 11h00. Bids received late shall be returned unopened. Bidder are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

#### **15.9 Presentations**

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

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

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

15.10.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no

binding agreement between the parties if a contract has not been concluded.

#### **15.11 Contracting**

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

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

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION</b>					
BID NUMBER:	PIC ****	CLOSING DATE:	****	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF IBM COGNOS DEVELOPMENT MAINTENANCE, SUPPORT, AND LICENSE RENEWAL SERVICES FOR A PERIOD OF THREE(3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					



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SUPPLIER COMPLIANCE STATUS _____		TAX COMPLIANCE  SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					



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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](http://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



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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: .....

## 17 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.**



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2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup> "State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved



in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

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

Any other particulars:

.....

.....

.....

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

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....



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2.8 Did you or your spouse, or any of the company's directors / trustees / **YES / NO**

shareholders / members or their spouses conduct business with the state  
in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship **YES / NO**

(family, friend, other) with a person employed by the state and who may be  
involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship **YES/NO**

(family, friend, other) between any other bidder and any person employed  
by the state/PIC who may be involved with the evaluation and or  
adjudication of this bid?

2.10.1 If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members of the **YES/NO**

company have any interest in any other related companies whether or not  
they are bidding for this contract?



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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).....



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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



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## 18 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:	
---------	--



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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.**

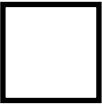
**10. B-BBEE (Broad-based Black Economic Empowerment) Status Details:**

***Please tick the relevant box(es):***

STATUS	INDICATION
The company has been independently verified (assessed / rated / certified)	<input type="checkbox"/>



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<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>	

## **19 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;



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- 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 D**

**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**



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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.



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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**



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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**



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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



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CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

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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.



PUBLIC INVESTMENT  
CORPORATION®  
Est. 1911

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Witness signature.

\_\_\_\_\_  
Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

\_\_\_\_\_  
Print name.

\_\_\_\_\_  
Print Name.

\_\_\_\_\_  
Date.

\_\_\_\_\_  
Date.



PUBLIC INVESTMENT  
CORPORATION®  
Signed at \_\_\_\_\_  
Est. 1911

on this the

day of

2018

\_\_\_\_\_

\_\_\_\_\_

Witness signature.

Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print name.

Print Name.

\_\_\_\_\_

\_\_\_\_\_

Date.

Date.

### 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, in particular regarding but not limited to:
- the execution of their Services, having regard for the legal aspects thereof;

#### 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.

