

## **PIC003/21: Bid No (PIC003/2021): ESTABLISHMENT OF A PANEL OF MARKET DATA AND NON-MARKET DATA PROVIDERS FOR A PERIOD OF FIVE 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 panel of market data and non-market data providers required includes those service providers that fall within the following categories:

- Market Data Owners – those with the right to license Market Data Redistributors of their data, i.e. Market Exchanges, Benchmark Data owners - JSE; and FTSE. Data Service Provider who can supply customised indices; consolidated standard equities, fixed income, and options/derivatives data, and other market data-related applications licenses according to PIC requirements.
- Market Data Redistributors – those who are licensed to consolidate and redistribute data owned by the above group and can deliver such data to the PIC as and when it is required.
- Alternate Data Providers – all other 'reference' data other than price and trading related.

These service providers will be consulted to provide the various market, risk and compliance data either through a secure integrated interface or proprietary application platform for a period of 5 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/PIC003/2021](http://tenders/corporate/Advertised/PIC003/2021) from 5 July 2021

A Virtual Briefing session will be held on 14 July 2021 at 11:00 AM, Bidders need to register on [tenders@pic.gov.za](mailto:tenders@pic.gov.za) by 12:00 PM, 13 July 2021 (No late registrations will be accepted) PIC003/2021 to be quoted in all communication.

**Closing date for the bid submission- 7 August 2021 , Closing time: 11:00 AM (No late submissions will be accepted).**

Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC003/2021 must be indicated in all correspondence.

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

## **PIC006/2021: REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF MICROSOFT DYNAMICS GREAT PLAINS SUPPORT, MAINTENANCE, AND LICENSE RENEWAL SERVICES FOR A PERIOD OF THREE (3) YEARS**

The PIC uses MS Dynamics GP as a Financial Accounting System. The key business function performed on MS Dynamics include:

- Sale purchased order • Inventory management • Fixed assets • General ledger • Cash book management • Purchase order processing • Payables • Creditors reconciliation • Budgeting management • Supplier database • Procurement • Financial reporting • Interface with Greenfield • Management Reporter;

PIC seeks to solicit proposals and appoint a suitably qualified Bidder with a proven track record of Microsoft Dynamics Great Plains maintenance, support and Licencing Services.

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/PIC006/2021](http://tenders/corporate/Advertised/PIC006/2021) from 5 July 2021

A Virtual Compulsory briefing session will be held on 13 July 2021, 11:00 AM, Bidders need to register on [tenders@pic.gov.za](mailto:tenders@pic.gov.za) by 12:00 PM, 12 July 2021 (No late registrations will be accepted)- PIC006/2021 to be quoted in all communication.

**Closing date for the bid submission: 6 August, Closing time: 11:00 AM**

Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC006/2021 must be indicated in all correspondence.

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

**Bid No (PIC003/2021): REQUEST FOR PROPOSAL**

**ESTABLISHMENT OF A PANEL OF MARKET DATA AND NON-**

**MARKET DATA PROVIDERS FOR A PERIOD OF FIVE YEARS**

Bid Number : PIC 003/2021

Closing Date : 7 August 2021

Closing Time : 11:00 am

Electronic submission to [tenders@pic.gov.za](mailto:tenders@pic.gov.za)

**Virtual Briefing Session: 14 July 2021**

**Briefing Time:** 11:00 AM

Service Providers to indicate on [tenders@pic.gov.za](mailto:tenders@pic.gov.za) if interested to attend the virtual briefing session. Email to be forwarded to above- mentioned email address before or on 12:00PM, 13 August 2021. No late emails after 12:00PM on 13 July 2021 will be accepted. Interested parties will receive an email to be invited through a Teams invitation to join the meeting.

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 the 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 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;
- 1.8 **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 **End of Day (EoD) Data** mean to equity data and/or Interest Rate Market data which is supplied by the Data Distributor at the close of business each day. Short Message Service that allows for text messages;
- 1.16 **Intra-day Data** means Refers to equity data and/or Interest Rate Market data which is supplied by the Data Distributor at various intervals during each business day;
- 1.17 **MtD** means the period starting from the beginning of the current month up until a particular day. Where intraday data applies, it might not reflect the current date;

- 1.18 **SQL** means SQL standard for Structured Query Language for storing, manipulating, and retrieving data in databases;
- 1.19 **XML** means XML stands for eXtensible Mark-up Language. (XML) is a language designed to store and transport data between systems.
- 1.20 **YTD** means the period beginning the first day of the current calendar year or fiscal year up to the current date;
- 1.21 **YoY** means financial comparison for comparing two or more measurable events on an annualized basis;
- 1.22 **Data Feed Application** means data that is delivered through an application, e.g. Bloomberg app; Reuters app;
- 1.23 **Data feed** means data that is provided and /or delivered as a flat file via SFTP or website channels.
- 1.24 **API** means application programming interface is a computing interface that defines interactions between multiple software intermediaries;
- 1.25 **SFTP** means Secure File Transfer Protocol is a network protocol that provides file access, file transfer, and file management over any reliable data stream;
- 1.26 **iPaas** means Cloud-based integration is a form of systems integration business delivered as a cloud computing service that addresses data, process, service-oriented architecture, and application integration;
- 1.27 **Representational State Transfer** means Representational State Transfer (REST), Representational state transfer is a software architectural style that defines a set of constraints to be used for creating Web services;

- 1.28 **SOAP** means Simple Object Access Protocol (SOAP), is a messaging protocol specification for exchanging structured information in the implementation of web services in computer networks;
- 1.29 **VPN** means A Virtual Private Network (VPN) extends a private network across a public network and enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network;
- 1.30 **Connect Direct** means computer software product that transfers files between mainframe computers and/or midrange computers;
- 1.31 **WSS** means Web Services Security is an extension to SOAP to apply security to Web services. It is a member of the Web service specifications and was published by OASIS;
- 1.32 **TLS** means Transport Layer Security (TLS), and its now-deprecated predecessor, Secure Sockets Layer (SSL), are cryptographic protocols designed to provide communications security over a computer network;



## 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 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 BACKGROUND

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 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.

3.3. Due to diverse asset classes, PIC requires access to market, risk, and compliance reference data including but not limited to instrument data, price and trade-related, company data, and both publicly available and privately managed research data, etc.

3.4. The panel of market data and non-market data providers required includes those that fall within the following categories:

- Market Data owners – those with the right to license Market Data Redistributors of their data, i.e. Market Exchanges, Benchmark Data owners - JSE; and FTSE.

- Market Data Redistributors – those who are licensed to consolidate and redistribute data owned by the above group and can deliver such data to the PIC as and when it is required.
- Market Data Providers - who can supply customised indices; consolidated standard equities, fixed income, and options/derivatives data, and other market data-related applications licenses according to PIC requirements.
- Alternate data providers – all other data other than price and trading related.

#### **4 SCOPE OF WORK**

The scope of work includes establishing a panel of data service providers that can be consulted to provide the various market, risk, and compliance data either through a secure integrated interface or proprietary application platform for a period of five (5) years.

#### 4.1 Current Market Data Required

The table below provides a list of the current market data required by PIC including applicable frequencies as well as the number of impacted applications based on current PIC requirements. Bidders are requested to indicate yes or no to the market data can be provided by their company.

Market data	Description	Frequency	Impacted Applications	Yes	No
Economic indicators	<ul style="list-style-type: none"> <li>• CPI</li> <li>• Repo Rate</li> <li>• Prime Rate</li> <li>• JIBAR - All Maturities</li> <li>• SA Bond Rates</li> </ul>	Daily	Unlisted Investment System		
	<ul style="list-style-type: none"> <li>• CPI YoY</li> <li>• Repo Rate</li> <li>• Prime Rate</li> <li>• US 10yr bond yield</li> </ul>	Every 15 mins	Website / Intranet		
Indices	<ul style="list-style-type: none"> <li>• FTSE/JSE Equities and indices feeds</li> <li>• FTSE/JSE Top 40</li> <li>• Industrial</li> <li>• Financial</li> </ul>	(Realtime with a possible delay of 15 mins)	Website / Intranet		

Market data	Description	Frequency	Impacted Applications	Yes	No
	<ul style="list-style-type: none"> <li>Resources</li> <li>USS&amp;P500</li> <li>NIKKEI</li> <li>NASDAQ</li> <li>GERMAN DAXX</li> <li>UK FTSE All Share</li> <li>ALBI</li> <li>CILI</li> <li>STEFI</li> </ul>				
Commodities	<ul style="list-style-type: none"> <li>Brent Crude Oil</li> <li>Platinum</li> <li>Gold</li> </ul>	(Realtime with a possible delay of 15 mins)	Website / Intranet		
Exchange Rates	<ul style="list-style-type: none"> <li>EUR/ZAR</li> <li>USD/ZAR</li> <li>GBP/ZAR</li> <li>EUR/USD</li> </ul>	Daily	Unlisted Investment System / Investment Management System		
	<ul style="list-style-type: none"> <li>EUR/ZAR</li> <li>USD/ZAR</li> <li>GBP/ZAR</li> <li>GBP/USD</li> <li>USD/JPY</li> </ul>	(Every real-time with a possible delay of 15 mins)	Website / Intranet		

Market data	Description	Frequency	Impacted Applications	Yes	No
	<ul style="list-style-type: none"> <li>EUR/USD</li> </ul>				
Industry Classification Benchmark data	<ul style="list-style-type: none"> <li>Global ICB Classification data used within internal applications (Investment Management System)</li> </ul>	Daily	System/Investment Management System		
Bloomberg Benchmark data	<ul style="list-style-type: none"> <li>Bloomberg Barclays Global Aggregate Corporate Bond Index - LGCPTRUU</li> <li>Bloomberg Barclays Global Aggregate 1 – 3-year Index – LG13TRUU</li> <li>Bloomberg Barclays Global High Yield Bond Index – LG30TRUU</li> </ul>	Daily	Enterprise Risk Management System,		

Market data	Description	Frequency	Impacted Applications	Yes	No
Standard Bank	<ul style="list-style-type: none"> <li>Standard Bank index</li> </ul>	Daily	Enterprise Risk Management System,		
Standard Bank Africa ex ZA Sovereign and Corporate bond Total Return Index (SBAFSCZ)	<ul style="list-style-type: none"> <li>Africa Fixed Income index</li> </ul>	Daily	Enterprise Risk Management System		
ICE Benchmark data	<ul style="list-style-type: none"> <li>ICE Bank of America Merrill Lynch 0-10 Year Ex Italy Index</li> </ul>	Daily	Enterprise Risk Management System		
JP Morgan Benchmark data	<ul style="list-style-type: none"> <li>JP Morgan Emerging Market Bond Index Global Diversified JP Morgan Global Aggregate Bond Index</li> </ul>	Daily	Enterprise Risk Management System, Portfolio Analytics Application,		

Market data	Description	Frequency	Impacted Applications	Yes	No
	<p>(<b>JPEIDIVR</b>); and</p> <ul style="list-style-type: none"> <li>JP Morgan Global Aggregate Bond Index (<b>JGAGGUSD</b>)</li> </ul>		Market Data Application,		
Volatility Surface	<ul style="list-style-type: none"> <li>Options Volatility data</li> </ul>	Daily	Data Terminal		
Africa Fixed Income Benchmark data	<ul style="list-style-type: none"> <li>= USD 3M Libor +3,50%</li> <li>= USD 3M Libor + 4,00% (Libor rates sourced from Bloomberg, quoted money market rates).</li> </ul>	Daily	Enterprise Risk Management System,		
Credit bureau data	<p>PIC requires a Data Feed that will supply the below information based on a provided Personal Identifier (ID Number)</p> <ul style="list-style-type: none"> <li>Criminal Record Checks</li> </ul>	Monthly	Unlisted Investment System		



Market data	Description	Frequency	Impacted Applications	Yes	No
	<ul style="list-style-type: none"> <li>• Regulatory Bodies checks on Directors / Shareholders including fines and active sanctions</li> <li>• Active or Pending litigations</li> <li>• Credit Worthiness Checks</li> <li>• Property information, ownership, and other property rights registered in favour of the company</li> <li>• Shareholdings;</li> <li>• Other directorships</li> <li>• Active relations with PIC</li> <li>• Qualifications</li> <li>• Citizenships</li> </ul>				

Market data	Description	Frequency	Impacted Applications	Yes	No
	<ul style="list-style-type: none"> <li>• Restraint of trade;</li> <li>• Insolvency, Sequestration, and Debt Review related checks</li> <li>• Marriage details</li> <li>• Published Adverse media reports</li> <li>• Political exposure (including family and spouse)</li> </ul>				

Table 1: Current Market Data Requirements

## 4.2 Possible Market Data Feed Future Demands

The table below refers to broader market data feed requirements that may be required as the business need arises or when onboarding a new application. Bidders are requested to indicate yes or no to the market data feed can be provided by their company

Market/Benchmarks data feed	Description	Yes	No
Equities, Capital Markets and Options Instrument data	Local and Global markets		
Indices data	Standard and customised Local and Global markets		
Economic data	Local and Global markets		
Local benchmarks	Standard and all PIC customised benchmarks including but not limited to these sectors – Financial, Industrials, Resources, etc.		
Global benchmarks	Standard and PIC customised benchmarks		
Rest of Africa benchmarks	Standard and PIC customised benchmarks		
Real Estate Indexes	Global Intel Plus, Portfolio Analytics & Retail Digest.		
Commercial property transaction data	African Real Estate Transaction data (only Africa included in subscription).		
Global Economic Model	Subscription only for Africa & Middle East Global Model data set.		
Real estate economics and property valuations	Quarterly Real Estate Survey – South Africa National since 1970.		
Industry reports on companies	Sectoral reports for all sectors.		
Economic, commodity, cost forecast	Commodity price forecasts, mining cost.		

Market/Benchmarks data feed	Description	Yes	No
Socio-economic survey	Proprietary survey on earnings, expenditure, savings, investment, ownership, and poverty patterns, crime and security, demographics, education, health, and other socio-economic indicators in South Africa.		
Country Risk & Industry Research	Industry reports, monitors, special reports, insights, country risk reports, and operational risk reports.		
Economic and socioeconomic data	Provider of consolidated data, proprietary service of add-in linked to several models used in Research.		
Industry, International trade, regional and economic data	Provider of consolidated data, some proprietary data, provides eViews licenses.		
Bureau for Economic Research (BER)	Proprietary data, including business and consumer confidence.		
SA Census Data	Dataset on the country's population, including demographic, social, and economic information, as well as information about the housing conditions and property developments within South Africa		

Table 2: Possible market data feed future demand

### 4.3 Possible Data Applications for Future demand

In addition to the financial market data indicators stipulated above, the PIC requires subscription licenses of the following capabilities/solutions. This list is not exhaustive or prescriptive if other market data service providers offer similar functions it may be considered in the future. Bidders are requested to indicate yes or no to the market data applications can be provided by their company

Market Data Applications	Description	No of License s	Scope of Use	Yes	No
Market and Industry Research for Public companies	Credit and research tool for debt instruments and securities.	Ten (10)	Investment Risk		
Market and Sector/Industry Research for Public companies Sovereign/Country risk research for Rest of Africa	Research tool which combines deep and broad global financial intelligence with an array of tools for analysis, ideation, and efficiency.	Fifteen (15)	Investment Risk		
Financial Analysis and Information Platforms	Business information platforms with a gateway to financial and company market news, financial		Multiple departments		

	analysis tools for investment professionals.				
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Table 3: Possible Data Applications for Future demand

#### 4.4 Data Feed integration activities

As part of the integration of the data feed to the PIC target system, the service provider is expected to perform the following activities (where applicable) but not limited to:

**Bidders are requested to indicate yes or no to requirements below:**

#	Description	Yes	No	Comments	Reference the page on the proposal
1.	Attend scheduled meetings to understand the requirements and the scope of the market data feed required to meet the business need.				
2.	Develop and provide the required integration technology or have an acceptable ETL capability in the case of integration incompatibility				
3.	Participate during the testing phase with regards to setting up the testing environment connectivity details and technical integration requirements between market data feed source and PIC target system.				
4.	The service provider needs to be considerate of the data				

	mapping or structure between two or more systems. In some instances, the customization of the market data might be required to meet the business needs.				
5.	Plan for go-live, the production readiness outlines the list of criteria needed from a project before the integration project is deployed in the production environment (e.g. Data Quality, Go-Live Dates, Staging/Production Environment readiness.				
6.	Post-production support.				
7.	Adequate notification to PIC of changes such as downtime and errors.				

Table 4: Data Feed integration activities

#### 4.5 Market data or non-market data application implementation approach

The table below highlights project phases and deliverables following project management methodology to implement market data or non-market data application – where applicable:

Project phase	Deliverables
Initiation	<ul style="list-style-type: none"> <li>Below are the deliverables for this phase but not limited to the following: <ul style="list-style-type: none"> <li>a) Project charter</li> <li>b) Project plan</li> <li>c) Business requirement</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>d) System requirement specification</li> <li>e) Information security requirements</li> <li>f) Technical and Infrastructure document</li> </ul>
Delivery	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following: <ul style="list-style-type: none"> <li>a) Functional test plans</li> <li>b) Test cases</li> <li>c) Solution testing (integration, functional, performance, User Acceptance Testing, vulnerability &amp; penetration testing)</li> <li>d) Security test plans, including penetration testing</li> <li>e) Configuration and installation (Test and production environment)</li> <li>f) Data migration plan (optional)</li> <li>g) Data migration implementation (optional)</li> <li>h) Change management</li> </ul> </li> </ul>
Final delivery	<ul style="list-style-type: none"> <li>• Below are the deliverables for this phase but not limited to the following: <ul style="list-style-type: none"> <li>a) Business handover</li> <li>b) Project closure</li> </ul> </li> </ul>
Maintenance and support	<ul style="list-style-type: none"> <li>• On-going maintenance and support</li> </ul>

Table 5: Market data or non-market data application implementation approach



## 5 PROJECT MANAGEMENT SERVICES

In the event that PIC requires the data feed on the Service Provider Application Platform, the Bidder must provide Project Management Services for the development and implementation of the Data Feed Application solution following the PIC implementation approach. 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 must 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 the Data Feed Application solution.

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 (data proprietary application platform); and

- Post Implementation - stabilisation, service delivery, and support (including managed services life cycle).

## 6 CLIENT REFERENCES

Bidder(s) is expected to provide a list of at least three (3) contactable clients references of companies where the Bidder provided market data and/or non-market data successfully either through a secure integrated interface or application platform within the last 12 months when submitting their bid to PIC.

The PIC may use the references provided as a basis for which client sites may be visited. 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 providing market data and/or non-market data either through a secure integrated interface or application platform.

## 7 SERVICE MANAGEMENT

The Bidder is expected to provide Support and Maintenance for the duration of a contracted period. This should stipulate and include:

1. Premium or top of the range support which must include the following but not limited to:
  - a. Preferably 99.9% Availability of Services

- b. Prioritization of incidents with critical business impact
- c. Relationship Management Activities by a dedicated Account Manager.
- d. Provide a dedicated Data Feeds Administration mechanism to the PIC  
(for incident and requests management, permission management,  
usage monitoring, license utilization etc.)
- e. Service management level reporting including but not limited to
  - i. Incidents and Service Requests,
  - ii. License Utilization and Usage Monitoring
  - iii. User Review Lists
  - iv. Software upgrades
  - v. Scheduling of planned downtime for maintenance

## 8 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 may form part of the technical evaluation. (Bidders who score 70 or more points out of 100 points allocated at technical evaluation maybe subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).

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

## 9 PHASE 1: ADMINISTRATIVE REQUIREMENTS

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

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,		
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. Kindly enclose your CSD Document.		
Completion of the Consent Paragraph (Par 14) of RFP in terms		

of section 11 of the Protection of Personal Information Act, 2013 “POPIA”		
--	--	--

Table 6:Administrative requirements

## 10 PHASE 2: MINIMUM REQUIREMENTS

**If the bidder does not meet the minimum requirements, then the bidder will be disqualified immediately. Bidders must only respond to the requirement applicable to services offered.**

#	Minimum requirements	Yes or No	Proof must be provided if the response is yes and paragraph in Bid Proposal to be referenced e.g. Document name, page 7, par 1
1.	The bidder must be the OEM to issue subscription licenses for the required data or be a direct certified OEM partner.		
2.	Credit Rating Agencies must be registered with FSCA to qualify to deliver ratings data for PIC consumption.  This is only applicable to external credit rating agencies.		

Table 7: Minimum Requirements

## 11 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
<b>11.1 Company Experience (Reference Letters)/List of references</b> 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 providing market data or non-market data either through a secure integrated interface or application platform.</b>  The letters/list of references <b>MUST INCLUDE</b> the company name, the services offered, contact person, the designation of contact, and contact numbers.  <b>Please note: The PIC will also accept a list of references and/or references listed on the below table.</b>							50
Client	Contact Person	Designation of contact	Start Date	End Date	Relevance to Service Offerings	Client Contact Details	

Technical / Functional Criteria	Weightings
<p><b>13.1. Service Level Agreement</b></p> <p><b>Bidder must:</b></p> <p><b>Propose Premium Support SLAs inclusive but not limited to the following:</b></p> <ul style="list-style-type: none"> <li>○ Service Priority Levels and associated Turnaround times</li> <li>○ Relationship Management Activities;</li> <li>○ Services credit methodology in case of a Service Level Breach; and</li> <li>○ Sample service level reporting.</li> </ul>	<p><b>50</b></p>

Table 8: TECHNICAL / FUNCTIONAL SCORING CRITERIA

BBBEE Information (Local Service providers)

BBBEE Status Level must be indicated: Level\_\_\_\_\_

Black Ownership%\_\_\_\_\_

Black Women Ownership %\_\_\_\_\_



## 12 PROPOSED RESPONSES FORMAT

For the purpose of ease in evaluating the **Functionality of bids**, Bidders 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 under <b>section 4</b> Scope of Work.
<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
<b>Section 6</b>	Service Management	Should cover the proposed SLA, support, and maintenance plan for a period of 3 years

Table 9: PROPOSED RESPONSES FORMAT

### 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.

## 13 CONDITIONS

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

### 13.2 Non-Commitment

**13.2.1** 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.

**13.2.2** The cost of preparing of bids will not be reimbursed.

### 13.3 Reasons for rejection

**13.3.1** 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.

**13.3.2** 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.

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

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

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

- 13.3.2.2.2 have committed proven fraud or any other improper conduct in relation to such system;
- 13.3.2.2.3 have failed to perform on any previous contract and the proof thereof exists; and/or
- 13.3.2.2.4 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.

#### **13.4 Cancellation of Bid**

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

- 13.4.1.1 due to changed circumstances, there is no longer a need for the goods or services requested;
- 13.4.1.2 funds are no longer available to cover the total envisaged expenditure;
- 13.4.1.3 no acceptable bids are received
- 13.4.1.4 unsuccessful contract negotiations

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

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

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

### **13.5 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) .

### **13.6 Receipt of Bids**

Electronically submitted to [tenders@pic.gov.za](mailto:tenders@pic.gov.za).

### **13.7 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.

### **13.8 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.

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

- 13.9.1** The SLA will set out the administration processes, service levels and timelines.
- 13.9.2** 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.

### **13.10 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 E** for Contracting terms and conditions.

## **14. CONSENT FORM IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 ("POPIA")**

IN ORDER FOR THE PUBLIC INVESTMENT CORPORATION SOC LIMITED ("PIC") TO CONSIDER THE BIDDER'S RESPONSE TO THE RFP TO BECOME A SERVICE PROVIDER OF THE PIC ("RFP"), IT WILL BE NECESSARY FOR THE PIC TO PROCESS CERTAIN PERSONAL INFORMATION WHICH THE SERVICE PROVIDER MAY SHARE WITH THE PIC FOR THE PURPOSE OF THE RFP, INCLUDING PERSONAL INFORMATION – WHICH MAY INCLUDE SPECIAL PERSONAL INFORMATION (ALL HEREAFTER REFERRED TO AS "PERSONAL INFORMATION").

THE PIC WILL PROCESS THE SERVICE PROVIDER'S PERSONAL INFORMATION IN ACCORDANCE WITH THE PIC PRIVACY POLICY. ACCESS

TO YOUR PERSONAL INFORMATION AND PURPOSE SPECIFICATION: PERSONAL INFORMATION WILL BE PROCESSED BY THE PIC FOR PURPOSES OF ASSESSING THE SERVICE PROVIDER'S SUBMISSION IN RELATION TO THE RFP THE PURPOSES OF ASSESSING CURRENT SERVICES REQUIRED BY THE PIC. WE MAY ALSO SHARE THE SERVICE PROVIDER'S PERSONAL INFORMATION WITH THIRD PARTIES, BOTH WITHIN THE REPUBLIC OF SOUTH AFRICA AND IN OTHER JURISDICTIONS, INCLUDING TO CARRY OUT VERIFICATION, BACKGROUND CHECKS AND KNOW YOUR CUSTOMER OBLIGATIONS IN TERMS OF THE FINANCIAL INTELLIGENCE CENTRE ACT, NO. 38 OF 2001 ("FICA"). IN THIS REGARD, THE SERVICE PROVIDER ACKNOWLEDGES THAT THE PIC'S AUTHORISED VERIFICATION AGENT(S) AND SERVICE PROVIDERS WILL ACCESS PERSONAL INFORMATION AND CONDUCT BACKGROUND SCREENING.

CONSENT: BY [TICKING/CLICKING] "YES" AND SIGNING BELOW, YOU AGREE AND VOLUNTARILY CONSENT TO THE PIC'S PROCESSING OF THE SERVICE PROVIDER'S PERSONAL INFORMATION FOR THE PURPOSES OF EVALUATING ITS RFP SUBMISSION, INCLUDING TO CONFIRM AND VERIFY ANY INFORMATION PROVIDED IN THE SUBMISSION AND SERVICE PROVIDER GIVES PIC PERMISSION TO DO SO. THE SERVICE PROVIDER UNDERSTANDS THAT IT IS FREE TO WITHDRAW ITS CONSENT ON WRITTEN NOTICE TO PIC AND THE SERVICE PROVIDER AGREES THAT THE PERSONAL INFORMATION MAY BE DISCLOSED BY THE PIC TO THIRD PARTIES, INCLUDING PIC'S AFFILIATES, SERVICE PROVIDERS AND ASSOCIATES (SOME OF WHICH MAY BE LOCATED OUTSIDE OF THE REPUBLIC OF SOUTH AFRICA). PLEASE NOTE THAT IF YOU WITHDRAW YOUR CONSENT AT ANY STAGE

**WE MAY BE UNABLE TO PROCESS YOUR RESPONSE TO THE RFP.**

Yes ☐

No ☐

\_\_\_\_\_  
Supplier Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorised representative, who warrants that he/she is duly authorised

**14 PART A SBD 1**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION**

BID NUMBER:	PIC003/2021	CLOSING DATE:	7 August 2021	CLOSING TIME:	11:00 AM
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DESCRIPTION	APPOINTMENT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF ESTABLISHING A PANEL MARKET DATA AND NON-MARKET DATA PROVIDERS FOR THE PERIOD OF FIVE (5) 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						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]     <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]     <input type="checkbox"/> Yes    <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>						

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 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 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: .....

## 15 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

...

2.6 VAT Registration Number:

.....

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

<sup>1</sup> "State" means –

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



- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

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

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the **YES / NO** appropriate 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:

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

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 **YES / NO**  
relationship (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 **YES/NO**  
relationship (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 **YES/NO**  
the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

## 16 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.**

## 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 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**

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

### **Disclosure of confidential information**

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

- 9.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;
- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

#### **Title**

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

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

11. The receiving party undertakes not to use the confidential information for any purpose other than:

- 11.1 that for which it is disclosed; and
- 11.2 in accordance with the provisions of this agreement.

**Standard of care**

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

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

- 13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will

be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

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

**Excluded confidential information**

16. The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any confidential information that:

16.1 is known to, or in the possession of the receiving party prior to disclosure thereof by the disclosing party;

16.2 is or becomes publicly known, otherwise than as a result of a breach of this agreement by the receiving party;

16.3 is developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;

16.4 is disclosed by the receiving party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the receiving party shall advise the disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving

party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;

16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;

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

### **Term**

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

### **No Solicit**

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



### **Additional Action**

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

### **Breach**

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

### **Amendments**

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

### **Enforcement**

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

### **Headings**

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

### **Representations & Warranties**

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

### **Entire agreement**

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

### **Governing law**

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

### **Submission**

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

**Domicile (Physical Address)**

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

29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and shall be marked for the attention of

\_\_\_\_\_.

30. A party may change that party's address, by prior notice in writing to the other party.
31. If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 10 (ten) days after the date of posting.
32. If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.
33. If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

### **Severability**

34. In the event of any one or more of the provisions of this agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this agreement, and the agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

\_\_\_\_\_

Signed at                      on this the                      day of                      2018

---

Witness signature.

---

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

---

Print name.

---

Print Name.

---

Date.

---

Date.

Signed at                      on this the                      day of                      2018

\_\_\_\_\_

Witness signature.

Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_

Print name.

\_\_\_\_\_

Print Name.

\_\_\_\_\_

Date.

\_\_\_\_\_

Date.

## **ANNEXURE E**

### **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.