



PUBLIC INVESTMENT  
CORPORATION

**PIC 004/2020: REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE IMPLEMENTATION AND MAINTENANCE OF INFORMATION SECURITY MANAGEMENT SYSTEMS (ISMS) FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR ANOTHER TWO (2) 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 ("GEPF"), Unemployment Insurance Fund ("UIF") and Compensation Fund ("CP"):

Information Security Management System (ISMS) is a systematic approach that is used to outline controls that should be applied to preserve the confidentiality, integrity and availability of information. The implementation of ISMS must be based on the latest ISO27001/2 standard.

The PIC recognizes the importance of protecting information by applying appropriate safeguards to manage information security effectively.

As such, the RFP document seeks to identify a suitably qualified and experienced service provider to assist PIC in implementing and maintaining ISMS based on the latest ISO27001/2 standard.

The establishment and implementation of ISMS will follow a phased approach.

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/PIC004/2020. Briefing session slides will be available on the PIC website from 3 August 2020.

**Closing date for the bid submission: 26 August 2020, Closing time: 11:00 AM Internal Use Only Proposals must be submitted electronically to [tenders@pic.gov.za](mailto:tenders@pic.gov.za). Reference number: PIC004/2020 must be indicated in all correspondence.**

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

**PIC004/2020: REQUEST FOR PROPOSAL TO APPOINT A  
SUITABLY QUALIFIED BIDDER FOR THE PROVISION,  
IMPLEMENTATION AND MAINTENANCE OF INFORMATION  
SECURITY MANAGEMENT SYSTEMS (ISO/IEC 27001-  
27002:2013) FOR A PERIOD OF THREE (3) YEARS WITH THE  
OPTION TO EXTEND FOR ANOTHER TWO (2) YEARS**

Bid Number : PIC004/2020  
Closing Date : 26 August 2020  
Closing Time : 11:00 am  
Electronic Submission : tenders@pic.gov.za

**No Briefing session will be held however slides will be published on PIC website to summarise PIC's requirements.**

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 a 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 180 (one hundred and eighty) days;
- 1.10 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.11 **ISO**, ISO refers to the International Organization for Standardization.
- 1.12 **IEC**, International Electrotechnical Commission.
- 1.13 **ISMS**, Information Security Management System.
- 1.14 **ISO 27001:2013**, ISO 27001:2013 is the international standard that provides the specification for a best-practice ISMS and covers the compliance requirements. The latest revision of this standard was published in 2013, and its full title is now ISO/IEC 27001:2013.
- 1.15 **ISO 27002:2013**, While ISO 27001 offers the specification, ISO 27002 provides the code of conduct to guide and recommended best practices that can be used to enforce the specification in ISO 27001.

- 1.16 **CISA**, Certified Information Systems Auditor (CISA) refers to a designation issued by the Information Systems Audit and Control Association (ISACA).
- 1.17 **CISSP**, Certified Information Systems Security Professional (CISSP) is an independent information security certification granted by the International Information System Security Certification Consortium
- 1.18 **CISM**, Certified Information Security Manager (CISM) is an advanced certification that indicates that an individual possesses the knowledge and experience required to develop and manage an enterprise information security.
- 1.19 **PDCA**, The model consists of four infinity steps: Plan, Do, Check, Act. Plan means to establish ISMS policy, objectives, processes, and procedures relevant to managing risk and improving information security to deliver results in accordance with an organization's overall policies and objectives.

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance. The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF), and Compensation Fund.

Established in 1911, the PIC ranks amongst the best and most successful asset management firms in the world and is by far the biggest in Africa. The PIC runs one of the most diversified portfolios, which is made up of multiple asset classes. These asset classes include listed equities & bonds, real estate, 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, 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 Information Security Management System (ISMS) is a systematic approach that is used to outline controls that should be applied to preserve the confidentiality, integrity and availability of information. A trusted ISMS is normally based on ISO27001/2:2013
- 3.2 The PIC recognizes the importance of protecting information by applying appropriate safeguards to manage information security effectively.
- 3.3 As such, the RFP document seeks to identify a suitably qualified and experienced service provider to assist PIC in implementing and maintaining ISMS based on ISO/IEC 27001/2:2013.
- 3.4 The establishment and implementation of ISMS (ISO/IEC 27001/2:2013) will follow a phased approach.

### 4 DURATION OF THE APPOINTMENT

- 4.1 The contract will be for a period of three (3) years subject to renewal for another two (2) years.

### 5 KEY DATES AND ACTIVITIES

No	Description	Date/Time
1.	RFP is published	26/07/20
2.	Bidders to submit questions	04/08/2020 - 19/08/2020
3.	PIC to respond to bidders written questions	05/08/2020 - 20/08/2020
4.	Closing date	26/08/2020 at 11:00 am

Table 1: Key dates and activities



## 6 SCOPE OF WORK

### 6.1 In-scope

This section entails the scope of work for the establishment and implementation of ISMS (ISO/IEC 27001:2013) for the period of three (3) years, with the possibility of extending to another two (2) years.

The establishment and implementation of ISMS will follow a phased approach:

- ISMS Gap analysis for the entire PIC
- Define a roadmap
- Implement ISMS on the external-facing infrastructure
- Define the scope and implementation plan for the next phases.
- Implement ISMS for the next phases

Below is the list of deliverables expected to be delivered by the service provider.

#### 6.1.1 ISMS deliverables

The tasks listed below highlight the services, expected to be delivered by the service provider. The required deliverables indicated below are not an exhaustive list.

##### Plan

1. Define information security management systems, ISMS controls gap assessment plan, in order to assess and evaluate the controls to be implemented following ISO 27001:2013.
2. Define a roadmap for the implementation of ISO/IEC 27001:2013 within the timelines. The roadmap must be based on the outcome that transpired from the gap assessment.
3. Define the scope and boundaries of the ISMS for the next phases.
4. Prepare a project plan which indicates the tasks of documentation to implement of ISMS.
5. Define the project roles and responsibilities for implementing ISO/IEC 27001:2013.
6. Provide information security systems communication plan.
7. Obtain inventory for the defined scope, i.e. all external-facing infrastructure.

8. Project management documentation to track and monitor the scope, milestones, time, deliverables, and resources for the implementation of ISO/IEC 27001/2:2013 (i.e. project plan, project charter, statement of work).
9. Estimate and plan the processes needed to meet information security requirements with the provision of the ISMS deliverables being reviewed and approved by relevant PIC stakeholders.
10. Project management, deliverables delivered on time and budget.

### **Do**

1. Perform the ISMS gap assessment.
2. Implement ISMS on the defined scope i.e. external-facing infrastructure.
3. Develop ISMS Manual.
4. Develop Statement of Applicability.
5. Assess and formulate risk assessment and risk treatment methodology.
6. Assess and formulate the risk treatment plan.
7. Assess and develop security operating procedures.
8. Assess and improve security policies, standards, and procedures based on business risks and ISO 27001/2:2013.
9. Assess and improve business continuity procedures.
10. Document security-related requirements and recommendations based on ISO:27001/2.
11. Provide processes PIC needs to follow to meet its ISO27001 implementation objective.
12. Define a systematic risk assessment approach.
13. Document the controls to mitigate the identified risks as indicated in Annexure A.
14. Provide training to the relevant PIC staff.
15. Project documentation handover.

### **Check**

Document monitoring, measurement, analysis, evaluation, internal audit, and management review of the implemented information security program.

1. Document Information security metrics.
2. Define ISMS internal audit and review requirements, including audit schedule.
3. Prepare the working documents.
4. Review of information security management system, ISMS controls.

## Act

Document corrective actions and continual improvements for the adequacy and effectiveness of information security.

Post the implementation of ISMS continuous review and monitoring are expected:

1. Establish and implement a performance measurement program.
2. Monitor and maintain implemented ISMS controls based on the ISO; 27001/2 requirements.
3. Review and measure the effectiveness of ISMS.
4. Communicate actions and improvements.
5. Continual improvement plan(s).

## 7 INFORMATION SECURITY MANAGEMENT SYSTEMS REQUIREMENTS

Bidders must indicate compliance with this requirement as follows - By ticking ✓ the relevant box "Comply" or "Not Compliant" in the event that no tick ✓ is made it will be accepted that the bidder is "Not Compliant".

The bidder is expected to meet a minimum of 70% of the ISMS requirements as indicated under section header 6.1 (In-scope) and 7.1 (Business Requirements).

Prospective bidder(s) must be able to deliver ISMS (ISO/IEC 27001/2:2013) with the following components:

The table below details the business requirements that the solution must/should address:

## 7.1 Business Requirement

The table below details the business requirements that the solution must/should have:

No.	Business Requirements	Comply	Not Compliant	Comments	Reference Page on Proposal
1.	The service provider professionals must have extensive practical experience with a proven recent track record of at least 5 years where they have implemented ISMS in other organisations.				
2.	The assigned team should possess the relevant security certifications such as CISM, CISA, CISSP, ISO/IEC 27001:2013 accredited, ISO 27001 lead implementor and ISO 27001 lead auditor.				
3.	The service provider must possess the necessary expertise to implement ISMS or certify against ISO 27001.				
4.	The service provider must demonstrate adequate understanding or experience in all information security domains.				

Table 2: Business Requirements

## 8 ISMS (ISO/IEC 27001/2:2013) IMPLEMENTATION CONSIDERATIONS

### 8.1 Phase 1: Minimum Requirements

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

**The Bidder must:**

Minimum requirement	Yes or No	Proof to be provided if the response is yes and paragraph in Bid Proposal to be referenced e.g. par 1 page 7.
The service provider must be ISO/IEC 27001:2013 accredited ISO 27001 lead implementor and ISO 27001 lead auditor.		
The bidder must be based in South Africa with a minimum of 8 (eight) years of experience in implementing and supporting ISMS according to ISO/IEC 27001 (the end or expiry of such experience/project should not be more than 3 (three) years from the bid submission date);		
The bidder must provide a list of references where they have implemented (ISO/IEC 27001/2:2013).		

Table 3: Minimum requirements

## 9 PROJECT MANAGEMENT SERVICES

The Bidder should provide Project Management Services for the full implementation of the ISMS. The PIC further recognizes the importance of employing the correct delivery model from the onset of the project.

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 on 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 documentation, from project initiation document, project plan to track and monitor the scope, milestones, time, deliverables, training, and ISMS technical documentation.

The bidder shall clearly specify the proposed approach, methodology, and plan for the implementation of ISMS (ISO/IEC 27001/2:2013).

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

## 10 CLIENT REFERENCES

Bidder must provide a list of at least **3 (three)** contactable clients references of companies where similar work has been successfully delivered within the last 8 (eight) years. Bidder may include reference letters from clients;

The PIC may use the references provided as a basis for which client sites will be visited. For shortlisted Bidders, the PIC may require assistance to arrange site visits and solution demonstration on request. References details must include the following:

- 10.1 The name of the entity, contact person, designation of contact, contact number, contract value and date; and
- 10.2 Reference letter from the client confirming the implementation of ISMS (ISO/IEC 27001/2:2013), or alternatively
- 10.3 The bidder must provide a list of references where they have implemented (ISO/IEC 27001/2:2013).

## 11 PROJECT TEAM EXPERIENCE

The Bidder **should** provide a clear summary of the company's staff complement and detailed experience of the team to be assigned to this project as follows:

- The ISO/IEC 27001:2013 Lead Implementor and ISO 27001/2:2013 Lead Auditor assigned for this project must have a **minimum** of 8 years' experience implementing the proposed or similar solutions;
- The technical lead response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details;
- The technical resources should be certified in the solution proposed and evidence of valid certification must be provided;
- The bidder(s) must provide a resource for this project who have a **minimum** of 8 years' experience implementing similar solutions;
- CV and valid certifications must be provided for the bidder Technical Lead, Project Manager and project resources who will be assigned to the PIC project;
- The bidder must have additional resources with similar experience as technical lead to cover when one resource is not available in order to reduce key man dependency risk and to enable the need for business continuity.

## 12 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Minimum Requirements
- **Phase 2:** Compliance to the administrative requirement
- **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 in phase 1 and 2 requirements will not proceed to the next phases

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

## 13 PHASE 2: ADMINISTRATIVE REQUIREMENTS

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

***The bidder will proceed to the next stage when they comply with the following requirements:***

Submission of:

- A valid and original Tax Clearance Certificate/Valid Tax Pin Number.
- \*BBBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).
- \*EME's and QSE's –sworn Affidavit



- \*Signed and completed declaration of interest document
- \*Signed and completed SBD 1 – Invitation to Bid document
- \*Signed and completed Company Information document
- \*Latest audited Financial statements within the last two years
- \*Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document
- Submission of all attached as per the bid evaluation criteria, the bid document and a separate pricing proposal
- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. Kindly enclose your CSD registration number
- Bid Documents (1 x Technical and Administrative proposal and 1 x Fee proposal to be submitted as separate documents) to be submitted **electronically** to [tenders@pic.gov.za](mailto:tenders@pic.gov.za) quoted reference number PIC004/2020
- All the documents must be in PDF format and be clearly indexed

#### 14 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:

Bidders must achieve the minimum threshold of 80% for technical/functional evaluation proceed to Price and BEE evaluation.

Bidders who obtain less than 80% will be declared non-responsive and therefore disqualified to proceed for further evaluation.

Technical / Functional Criteria		Weightings									
<b>14.1 Compliance to the ISMS (ISO/IEC 27001/2:2013) Implementation scope</b>  <b>Bidder must illustrate current capability and capacity to meet ISMS (ISO/IEC 27001/2:2013) solution Implementation Business Requirements (refer to Section 3 and 4)</b>		<b>45</b>									
<table border="1"> <thead> <tr> <th>ISMS (ISO/IEC 27001/2:2013) Implementation</th> <th>Weight</th> <th>Section in Proposal</th> </tr> </thead> <tbody> <tr> <td>Response to scope of work</td> <td>15</td> <td></td> </tr> <tr> <td>Response to: <ul style="list-style-type: none"> <li>• Business Requirements</li> </ul> </td> <td>30</td> <td></td> </tr> </tbody> </table>	ISMS (ISO/IEC 27001/2:2013) Implementation		Weight	Section in Proposal	Response to scope of work	15		Response to: <ul style="list-style-type: none"> <li>• Business Requirements</li> </ul>	30		
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Response to scope of work	15										
Response to: <ul style="list-style-type: none"> <li>• Business Requirements</li> </ul>	30										
<p><b>The Bidder must provide the above table as an attachment to the RFP response to the ISMS (ISO/IEC 27001/2:2013) implementation requirements.</b></p> <p><b>Only bidders that score 70% and above will be considered for further evaluation.</b></p>											

Technical / Functional Criteria	Weightings
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<p><b>14.2 Project Management</b></p> <p><b>Elements:</b> Submission by the bidder must include an adequate and clear plan on Project management ISMS (ISO/IEC 27001/2:2013) implementation. <b>Refer to Section 5.</b></p> <p>The proposed Project management plan must include details on the following:</p> <ul style="list-style-type: none"> <li>• <b>Project Methodology</b> (including Project Management &amp; Governance, Change Management, and Risk Management)</li> <li>• <b>ISMS Implementation Plan</b></li> <li>• <b>Post Implementation</b> - stabilisation, service delivery and support (including managed services life cycle)</li> </ul>	<p><b>15</b></p>
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Technical / Functional Criteria	Weightings																					
<p><b><u>14.3 Company Experience (References)</u></b></p> <p>Please provide <b>A MINIMUM</b> of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads <b>CONFIRMING IMPLEMENTATION OF ISMS (ISO/IEC 27001/2:2013)</b>.</p> <p>The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid). <b>Refer to Section 6.</b></p> <p><b>Please note: The PIC will either accept a list of references and/or The reference letters must be in the form of individual letters from their respective customers.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 12.5%;">Client</th> <th style="width: 12.5%;">Programme Implemented</th> <th style="width: 12.5%;">Budget</th> <th style="width: 12.5%;">Start Date</th> <th style="width: 12.5%;">End Date</th> <th style="width: 12.5%;">Relevance to Service Offerings</th> <th style="width: 12.5%;">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> </tbody> </table>	Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details															<p><b>40</b></p>
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Technical / Functional Criteria							Weightings																																			
<p><b><u>14.4 Project Team – Years of experience in ISMS (ISO/IEC 27001/2:2013) implementation and maintenance.</u></b></p> <p>The Technical Lead must have a minimum of eight (8) years of implementing and maintaining ISMS (ISO/IEC 27001/2:2013). For the supporting team must have a minimum of five (5) years.</p> <p><b>Please provide a copy of the C.V. and certification copies of the Project Manager / Technical Lead and the supporting team who will be responsible for implementing and maintaining ISMS (ISO/IEC 27001/2:2013).</b></p> <p><b>In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V</b></p> <table border="1"> <thead> <tr> <th>Client</th> <th>Programme Implemented</th> <th>Budget</th> <th>Start Date</th> <th>End Date</th> <th>Relevance to Service Offerings</th> <th>Client Contact Details</th> </tr> </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	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													
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Table 4: Technical / Functional Scoring Criteria

**Phase 3: PRICE AND BEE EVALUATION**

In this stage of the evaluation, bidders that have qualified after the technical evaluation will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000, read with the Preferential Procurement Regulations 2017.

Price must be quoted in ZAR Inclusive of VAT

All Bidder to submit their pricing as per schedule below. The following must be clearly indicated where applicable

- Pricing must show clearly the once off implementation cost and ongoing maintenance cost for the period of the contract
- Annual increases must not exceed CPI related to the specific year;

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

## 15 PHASE 4: PRICING PROPOSAL

Bidder(s) 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(s) to ensure the accuracy of the pricing provided as part of the response.

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

All costs should be completely reflected on the pricing proposal.

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

- All pricing (including services, resources, hourly rates charged, etc.) to be quoted in South African Rand including VAT.
- Pricing must show clearly the once-off implementation cost per ISMS phased approach and ongoing maintenance cost.
- The pricing must also include ISMS training to PIC enterprise-wide staff. PIC has around 400 employees.

### Pricing Model

Note: 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 license, number licenses etc.

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

ISMS cost		
Cost element		Total Cost Inc VAT
Once off		R
ISMS (ISO/IEC 27001/2:2013) phased approach	Year 1	R
	Year 2	R
	Year 3	R
Sub Total 1.1		R



Post Implementation Support		
Activity	Monthly	Annual Cost (Incl. Vat)
Post Implementation Support		
Training		
Sub Total 1.3		R

Total Bid Price

Activity /Deliverables	Amount
SUB-TOTAL 1.1	
SUB-TOTAL 1.2	
SUB- TOTAL 1.3	
TOTAL BID INC VAT	

## 16 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. Bidder(s) **MUST** annex the response as indicated below:

Reference	Title	Guideline
Section 1	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 ISMS (ISO/IEC 27001/2:2013) implementation.
<b>Section 4</b>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal.
<b>Section 5</b>	Project Management Services	Respond and cover on how the project will be approached and planned.
<b>Section 6</b>	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 7</b>	Client References	Provide a summary of client references.
<b>Section 8</b>	Service Management	The service provider is expected to provide the relevant plan for ISMS support and maintenance.
<b>Section 9</b>	Pricing Proposal must be submitted as a separate document	Cover all costs in detail as per pricing proposal details

Table 5: Proposed Responses Format

#### List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %


- 16.1 Points scored will be rounded off to the nearest two decimal places.
- 16.2 The Bidder who scored the highest point will be awarded the bid.
- 16.3 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.
- 16.4 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.
- 16.5 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

**17 CONDITIONS**

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

17.2 Joint Ventures / Consortiums

17.2.1 The following information and documentation must be submitted:

- 17.2.1.1 All information stipulated in paragraph 13 under administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums, including ownership and executive management information.
- 17.2.1.2 A percentage breakdown of the work allocation between the parties must be clearly indicated.
- 17.2.1.3 A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted.
- 17.2.1.4 A skills transfer plan between the parties must be submitted.

### 17.3 Non-Commitment

- 17.3.1 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.
- 17.3.2 The cost of preparing of bids will not be reimbursed.

### 17.4 Reasons for rejection

- 17.4.1 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.
- 17.4.2 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.
- 17.4.3 The PIC shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 17.4.4 The PIC may disregard any submission if that Bidder, or any of its directors -

- 17.4.4.1 have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- 17.4.4.2 have committed proven fraud or any other improper conduct in relation to such system;
- 17.4.4.3 have failed to perform on any previous contract and the proof thereof exists; and/or
- 17.4.4.4 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.

## 17.5 Cancellation of Bid

- 17.5.1 The PIC may prior to the award of a bid, cancel a bid for the following reasons -
  - 17.5.1.1 due to changed circumstances, there is no longer a need for the goods or services requested;
  - 17.5.1.2 funds are no longer available to cover the total envisaged expenditure;
  - 17.5.1.3 no acceptable bids are received
  - 17.5.1.4 unsuccessful contract negotiations
  
- 17.5.2 The PIC may after award of the tender but before conclusion of a contract, cancel a bid for the following reasons-
  - 17.5.2.1 due to change of circumstances, there is no longer a need for the goods or services requested;
  - 17.5.2.2 funds are no longer available to cover the total envisaged expenditure.

## 17.6 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 31 May 2020 and responses will be provided between 01 June to 03 June 2020.

#### 17.7 Receipt of Bids

Bids must be submitted electronically as per the administrative requirements. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

#### 17.8 Late Bids

Bids received late (after 11:00Am on the closing date) shall not be considered.

#### 17.9 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.

#### 17.10 Service Level Agreement (SLA)

- 17.10.1 The SLA will set out the administration processes, service levels and timelines.
- 17.10.2 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.

#### 17.11 Contracting

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

**18 PART A SBD 1**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION				
BID NUMBER:	PIC004/2020	CLOSING DATE:	26 August 2020	CLOSING TIME: 11:00 AM
DESCRIPTION	SIGN-OBID NO (PIC004/2020): REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION, IMPLEMENTATION AND MAINTENANCE OF INFORMATION SECURITY MANAGEMENT SYSTEMS (ISO/IEC 27001-27002:2013) FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR ANOTHER TWO (2) YEARS			
<b>BID RESPONSE DOCUMENTS MAY BE SEND TO THE EMAIL ADDRESS:</b>				
<a href="mailto:tenders@pic.gov.za">tenders@pic.gov.za</a>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	tenders@pic.gov.za		CONTACT PERSON	
TELEPHONE NUMBER			TELEPHONE NUMBER	
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS			E-MAIL ADDRESS	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	

E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
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		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		



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




## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**19 DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity

numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> “State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:  
.....  
.....  
.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

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

2.8.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

2.9.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

2.10.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

2.11.1 If so, furnish particulars:  
 .....

.....  
.....

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

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

**DECLARATION**

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

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

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



**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.**

**21 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 BBEE status level of contribution has been claimed or obtained on a fraudulent basis;
  - Any of the conditions have not been fulfilled act against the bidder.

I understand that:

PIC may:

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





- Forward the matter for criminal prosecution

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

Who warrants his / her authority hereto

For and on behalf of:

\_\_\_\_\_

**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

---

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

(Hereinafter referred to as the parties.)

### **Introduction**

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

### **The Confidential Information**

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

### **Disclosure of confidential information**

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

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

**Title**

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

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

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

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

**Standard of care**

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

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

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

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

**Excluded confidential information**

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

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

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

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

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

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

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

### **Term**

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

### **No Solicit**

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

### **Additional Action**

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



### **Breach**

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

### **Amendments**

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

### **Enforcement**

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

### **Headings**

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

### **Representations & Warranties**

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

### **Entire agreement**

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

### **Governing law**

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

### **Submission**

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

**Domicile (Physical Address)**

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

29.1 in the case of PIC to

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and shall be marked for the attention of \_\_\_\_\_.

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

**Severability**

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

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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 B**

### Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

### Ownership of Data

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

### Termination of Convenience

PIC requires a clause addressing termination of convenience

### Governing Law

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

### Warranty

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

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

#### Data Storage

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

#### Exit Management



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