

## **PIC020/20: REQUEST FOR PROPOSAL: APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF UNIX SUPPORT, MAINTENANCE AND SCRIPTING SERVICES FOR A PERIOD OF THREE (3) YEARS**

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

The PIC is in a process of modernizing its processes 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 the PIC uses the HiPortfolio 3v14 Application which uses Unix Sun Solaris v11 as an Operating System.

PIC seeks to solicit proposals and appoint a suitably qualified Bidder with a proven track record of maintaining and supporting Hiportfolio 3v14 and Sun Solaris v11 using scripting.

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/PIC020/2020](http://tenders/corporate/Advertised/PIC020/2020) from 18 January 2021

Virtual Compulsory briefing session will be held on 26 January 2021, 11:00 AM, Bidders need to register on [tenders2@pic.gov.za](mailto:tenders2@pic.gov.za) by 12:00 PM, 25 January 2021

(No late registrations will be accepted)- PIC020/2020 to be quoted in all communication.

**Closing date for the bid submission: 17 February 2021, Closing time: 11:00 AM**  
**Proposals must be submitted electronically to [tenders2@pic.gov.za](mailto:tenders2@pic.gov.za).**

**Reference number: PIC020/2020 must be indicated in all correspondence.**

**Enquiries: [tenders2@pic.gov.za](mailto:tenders2@pic.gov.za)**

**BID NO (PIC020/20): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF  
UNIX SUPPORT AND SCRIPTING SERVICES FOR A PERIOD OF THREE  
(3) YEARS**

Bid Number : PIC 020/2020  
Closing Date : 17 February 2021  
Closing Time : 11:00 am

**Bids to be submitted electronically to [tenders2@pic.gov.za](mailto:tenders2@pic.gov.za)**

**Compulsory Virtual Briefing Session: 26 January 2021**

**Bidders to apply for registration for Briefing Session. Request registration to [tenders2@pic.gov.za](mailto:tenders2@pic.gov.za) by not later than 25 January 2021 at 12:00 PM.**

**Briefing Time: 11:00**

The validity period of bid:180 days

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## 1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **B-BBEE** means black broad-based economic empowerment;
- 1.2 **B-BBEE** status level of contributor means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of good practice on Black Economic Empowerment, issues in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.3 **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by PIC for the provision of goods and services, through price quotations, advertised competitive tendering processes or proposals;
- 1.4 **BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.5 **Consortium or joint venture** means an association of persons to combine their expertise, property, capital, skill and knowledge in an activity for the execution of a contract;
- 1.6 **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;
- 1.8 **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;
- 1.9 **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;
- 1.10 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;

- 1.11 **Validity Period** means the 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;
- 1.12 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.13 1.15 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013);
- 1.14 **GDPR** means the General Data Protection Regulation;
- 1.15 **IFRS 9** means International Financial Reporting Standard;

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance. The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF) and Compensation Fund. Established in 1911, the PIC ranks amongst the best and most successful asset management firms in the world and is by far the biggest in Africa. The PIC runs one of the most diversified portfolios, which is made up of multiple asset classes. These asset classes include listed equities, real estate, capital market, private equity and impact investing. Through listed investments, the PIC controls over 10% of the Johannesburg Stock Exchange and has direct and indirect exposure to almost all sectors of the South African economy. The corporation has 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 R2trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

### **3 BACKGROUND**

3.1. The PIC is in a process of modernizing its processes 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. To successfully achieve this, the PIC uses the HiPortfolio 3v14 Application which uses Unix Sun Solaris v11 as an Operating System.

3.3. Currently, the support and maintenance (including scripting) are outsourced to a Third-Party Service Provider. The purpose of this tender is to assist the PIC in finding a Third-Party Service provider that will continue the maintenance, support and scripting services.

3.4. As a result, the PIC seeks to solicit proposals and appoint a suitably qualified Bidder with a proven track record of maintaining and supporting Hiportfolio 3v14 and Sun Solaris v11 using scripting.

3.5. The prospective Bidder is required to provide the above-mentioned maintenance and support for three (3) years;

### **4 SCOPE OF WORK**

The scope of work defines maintenance and support to be performed, highlighting what deliverables are to be met from the prospective Bidder. The Bidder is expected to cover the following items, including but not limited to:

1. Specialized Unix Administration and Programming
2. Networking and Samba Management
3. CTree Database Management
4. Management of 3 Solaris Zones and 3 Global Zones
5. Management of 3 Cygwin Servers (SSH/SCP services)
6. Data Extraction form HiPortfolio
7. File transformation from Unix to Windows and vice versa
8. SFTP and file lineage of files

Also, the Bidder is expected to provide the above services per PIC standards and procedures, including but not limited to:

1. Adherence to policy and procedure
2. Drafting of how-to and SOP documents
3. Maintaining coding best practices such as making use of code repositories, script versioning, separation of environments and thorough black and white box testing.

## **5 UNIX SUPPORT AND SCRIPTING SERVICES BUSINESS REQUIREMENTS**

The following requirements are to be met as part of the Unix Support and Scripting Services at the PIC:



## 5.1 Business Requirements

The Bidder is expected to meet 70% of the below requirements (Functional and Non-Functional) to proceed to the next stage. The following functions are expected to be performed by the consultancy resources:

#	Description	Comply	Not Comply	Comments	Ref of RFP Response
	<b>Business Requirements</b>				
1.	Support for Solaris 10 and 11.2-4 O/S with Zone management experience				
2.	Setting up of permissions, firewalls and port restriction within Unix				
3.	Support for CTree database (including backups)				
4.	Scripting Automation for Solaris 10 and 11.2-4				
5.	ETL data services between Unix and Windows				
6.	ETL Services Automation				
7.	Apache Support				
8.	Windows AD security (Samba) Support				

9.	<p>Knowledge of Automation utilizing the following programming languages:</p> <ul style="list-style-type: none"> <li>• C/C++</li> <li>• Perl</li> <li>• Python</li> <li>• TCL/expect</li> </ul>				
10.	<p>Use and application of Kron and BASH shells in a UNIX environment</p>				
11.	<p>The ability to develop and automate scripts for the extraction, load and transformation from HiPortfolio (3v5, 3v14 and 3v18.1) backend (cTree) to a windows environment, and vice versa</p>				
12.	<p>Support application backups utilizing:</p> <ul style="list-style-type: none"> <li>• Rsync</li> <li>• SSH</li> <li>• SFTP</li> </ul>				
13.	<p>Public/private key management, token management and network security relating to the share of files over technologies such as SFTP/SSH</p>				

## 5.2 Minimum Requirements

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

5.2.1. The bidder **MUST** for the duration of this RFP have in their employ technical resources with the following criteria:

**At least TEN(10) years of technical experience (individual and company level) is required in the following areas:**

Description	Comply	Not Comply	Comments	Ref of RFP Response
Utilizing the following programming languages: <ul style="list-style-type: none"> <li>• C/C++</li> <li>• Perl</li> <li>• Python</li> <li>• TCL/expect</li> </ul>				
Support UNIX and Windows environments				
CTree database support				
MF Cobol application support				
TCL/Expect application automation				
File import/export automation				
Solaris 10 and 11.2-4 O/S support				
Windows AD security (Samba) support				
Apache support				

The bidder is also expected to provide the CV's of the technical consultants, a company profile and client references as indicated in (par 6) of the business for the minimum requirements to be evaluated.

## 6 CLIENT REFERENCES

The bidder is expected to provide at **least 3 (three) contactable client references of companies** (Reference letter/ List) where Unix Support and Scripting Services have been successfully implemented and/or supported within the last **5 (five)** years.

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

- 6.1 The name of the entity, contact person, designation of contact, contact number, and Start date**
- 6.2 Reference letter or list from the client confirming Unix Support and Scripting Service rendered, should both have details mentioned above.**

## 7 SERVICE MANAGEMENT

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

- **Premium support should include the following:**
  - **24/7 Availability**
  - **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

Priority/ Severity	Response Turn Around Time	Resolution Turn Around Time	Service Level Adherence
1	Within 15 Minutes	Within 2 business hours	100%-98%- Green (on- track) 97%-95%- Amber 94%V: Red( Off track)

- Relationship Management Activities;
- Services credit/penalty methodology in case of a Service Level Breach;
- Sample service level reporting.

## 8 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Minimum Requirements
- **Phase 2:** Compliance to administrative requirements
- **Phase 3:** Unix Scripting and support Services requirements (100 points).

Bidder, who scores below 70 points, will not go through to the next level of evaluations. **Presentations** and site visits may form part of the evaluation. (Bidder who scores 70 or more points out of 100 points allocated at technical evaluation may 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**

The bidder who fails to comply with phase 1 and 2 requirements will not proceed to the next phases.

## 9 ADMINISTRATIVE REQUIREMENTS

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

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,		
<b>Requirement</b>	<b>Appendix Number</b>	<b>Tick if included</b> ✓
Proposal to be submitted electronically to <a href="mailto:tenders2@pic.gov.za">tenders2@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.		

## 10 TECHNICAL / FUNCTIONAL SCORING CRITERIA

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

Technical / Functional Criteria	Weightings

Technical / Functional Criteria	Weightings						
<p><b>10.1 Compliance with Unix Support and Scripting Services scope</b>  <b>Bidder must illustrate current capability and capacity to meet PIC Unix Support and Scripting Services Business requirements (refer to Sections 5 Unix Scripting and support Services requirements); plus, Bidder must illustrate their future growth plans (including product roadmap):</b></p> <table border="1" data-bbox="209 819 1217 1043"> <thead> <tr> <th data-bbox="209 819 703 931">Unix Support and Scripting Services Scope Item</th> <th data-bbox="703 819 839 931">Weight</th> <th data-bbox="839 819 1217 931">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 931 703 1043">Business Requirements (See sections 5 )</td> <td data-bbox="703 931 839 1043">70</td> <td data-bbox="839 931 1217 1043"></td> </tr> </tbody> </table> <p><b>The Bidder must provide the above table as an attachment to the RFP response to the Unix Support and Scripting Services requirements.</b></p> <p><b>Only bidders who scored 70% and above will be evaluated in terms of par 10.2.</b></p>	Unix Support and Scripting Services Scope Item	Weight	Section in Proposal	Business Requirements (See sections 5 )	70		<p><b>70</b></p>
Unix Support and Scripting Services Scope Item	Weight	Section in Proposal					
Business Requirements (See sections 5 )	70						
<p><b>10.2 Service Management</b></p> <p><b>Bidder must:</b></p> <p><b>Propose SLAs inclusive of the following as per section 9:</b></p> <ul style="list-style-type: none"> <li>- Premium supports inclusive but not limited to the following: <ul style="list-style-type: none"> <li>○ 99.9% Availability of the Solution</li> <li>○ Service Priority Levels and associated Turnaround times as per section 9.</li> </ul> </li> <li>- Relationship Management Activities</li> <li>- Services credit methodology in case of a Service Level Breach; and</li> </ul>	<p><b>30</b></p>						





<b>Sample service level reporting</b>	
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## 11 PRICING PROPOSAL

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

Costs should include the complete, fixed costs for the services requested, including but not limited to the following:

All costs should be completely reflected in the pricing proposal.

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

- All pricing (including services, to be quoted in South African Rand including VAT
- Bidders to incorporate pricing assumptions which will include any:
  - Forex; and
  - Price fluctuations.
- Pricing must show maintenance and support cost.
- Disbursements will be discussed and agreed during contract negotiations in line with the PFMA and/or National Treasury Regulations.



Pricing should follow this format considering the outlined deliverables specified in the tender document. (Year 1-3)

<b>Unix Support and Scripting Services</b>	<b>Monthly Fee</b>	<b>Sub-Totals</b>	<b>Explain Basis for Total Monthly Fee / Comments</b>
<b>Monthly Maintenance &amp; Support</b>			
<b>Other (add a row for each category)</b>			
<b>TOTALS:</b>			

## 12 PROPOSED RESPONSES FORMAT

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

Reference - BidderOn Response)	Title	Guideline
<b>Section 1</b>	Cover letter	Brief company background, services and expertise, contact name and details of delegate authorized to make representations for the organization.
<b>Section 2</b>	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
<b>Section 3</b>	Scope of Work	Respond and cover all items presented for Integration Platform As a Service solution.
<b>Section 4</b>	Bidder Experience	Provide a summary of the company's experience like the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 5</b>	Project Management Services	Respond and cover how the project will be approached and planned.
<b>Section 6</b>	Client References	Provide a summary of client references
<b>Section 7</b>	Service Management	Should cover the proposed SLA, support and maintenance plan for 3 years
<b>Section 8</b>	Pricing Proposal	Cover all costs in detail as per pricing proposal details

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

All Bidder to submit their pricing as per schedule below-

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

Where

P = Points scored for the price of a bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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

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

### List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

- 12.1 Points scored will be rounded off to the nearest two decimal places.
- 12.2 The Bidder who scored the highest point will be awarded the bid.
- 12.3 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.
- 12.4 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.
- 12.5 Should two or more Bidder be equal in all respects; the award shall be decided by the drawing of lots.

## 13 CONDITIONS

### 13.1 Joint Ventures / Consortiums

13.1.1 The following information and documentation must be submitted:

13.1.1.1 All information stipulated in paragraph 10 under minimum and administrative requirements must be submitted by all parties involved in the Joint

Ventures/Consortiums, including ownership and executive management information.

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

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

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

## 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.

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

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

- 13.3.3.1 have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- 13.3.3.2 have committed proven fraud or any other improper conduct in relation to such system;
- 13.3.3.3 have failed to perform on any previous contract and the proof thereof exists; and/or
- 13.3.3.4 Is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.

#### 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

Bids to be submitted electronically.

### 13.7 Late Bids

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

### 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 Master Agreement and SLA. There will

be no binding agreement between the parties if a contract has not been concluded. PIC reserves the right to cancel the award.

### 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.

## 14.PART A SBD 1

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC*****	CLOSING DATE:	*****	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE IMPLEMENTATION OF A INTEGRATION PLATFORM AS A SERVICE SOLUTION FOR A PERIOD OF FIVE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			

TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	
<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.

" 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. If yes, did you attach proof of such authority to the bid document? **YES/NO**

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

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

1 .....  
.....  
.....

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

2.8.1 If so, furnish particulars:

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

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

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 they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Personal Number</b>


**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

**17 COMPANY INFORMATION**

Please complete the following questionnaire:

**1. Company Name:**

--

**2. Other Trading Names:**

--

**3. Type of Organization: (Public Company ('Limited'), Private Company (('Pty) Ltd'), Close Corporations ('cc'))**

--

**4. Physical and Postal Address of the Company:**

<b>Postal Code:</b>	<b>Postal Code:</b>

**5. Contact Details**

<b>Contact Name</b>	
<b>Contact Number</b>	
<b>Cell Number</b>	

<b>Email Address</b>	
<b>Alternative Contact</b>	
<b>Email Address</b>	
<b>Contact Number</b>	

## 6. Company Information

Average no. of employees:	
Average annual turnover:	
Type of Enterprise: (e.g. Generic, qualifying small enterprise, Exempted Micro Enterprise)	
Industry in which the entity operates:	

## 7. Banking Details

Banker:	
Auditor:	
Year of Establishment:	
Registration number of entity:	
Sector:	

**\*A letter from your bank with a bank stamp or cancelled cheque must be submitted.**

## 8. Tax Registration Details:

Income Tax Reference Number:	
VAT Registration Number:	

PAYE Registration Number:	
---------------------------	--

**9. List of Shareholders:**

**\*ID Documents of the Board of directors/members, owners, shareholders or executive committee must be submitted.**

**\* CIPC Documents must be attached.**

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

*Please tick the relevant box(es):*

STATUS	INDICATION
<p>The company has been independently verified (assessed / rated / certified)</p> <p><i>Please submit the B-BBEE verification certificate.</i></p>	<input type="checkbox"/>
<p>The company is in the process of being verified. Please submit a letter from verification agency. (i.e. verification to be completed within a maximum of 2 months)</p>	<input type="checkbox"/>

## 18 DECLARATION

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

I declare that:

- All information provided is true and correct
- The signatory of the bid document is duly authorized
- Documentary proof regarding any bid issue, will, when required be submitted to the satisfaction of the PIC  
PIC will upon detecting that:
  - The BBBEE status level of contribution has been claimed or obtained on a fraudulent basis;
  - Any of the conditions have not been fulfilled act against the bidder.

I understand that:

PIC may:

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

- Forward the matter for criminal prosecution

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

Who warrants his / her authority hereto

For and on behalf of:

\_\_\_\_\_



**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

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

(Hereinafter referred to as the parties.)

### **Introduction**

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

### **The Confidential Information**

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

### **Disclosure of confidential information**

5. The disclosing party shall only disclose the confidential information to the receiving party to the extent deemed necessary or desirable by the disclosing party in its discretion.
6. The receiving party acknowledges that the confidential information is a valuable, special and unique proprietary asset to the disclosing party.

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

- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

**Title**

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

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

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

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

**Standard of care**

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

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

13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.
  
15. The receiving party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

**Excluded confidential information**

16. The obligations of the receiving party pursuant to the provisions of this agreement shall not apply to any confidential information that:
  - 16.1 is known to, or in the possession of the receiving party prior to disclosure thereof by the disclosing party;
  
  - 16.2 is or becomes publicly known, otherwise than as a result of a breach of this agreement by the receiving party;

- 16.3 is developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of this agreement;
- 16.4 is disclosed by the receiving party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the receiving party shall advise the disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- 16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;
- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

### **Term**

17. Subject to clause 2 this agreement shall commence upon the date of signature of the last signing party hereto ("the effective date") and shall endure for a period of 12 (twelve) months ("the term") thereafter, or for a period of one year from the date of



the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time. In the event that the parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months mutatis mutandis.

### **No Solicit**

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

### **Additional Action**

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

### **Breach**

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

### **Amendments**

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

### **Enforcement**

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

### **Headings**

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

### **Representations & Warranties**

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

### **Entire agreement**

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

### **Governing law**

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

### **Submission**

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

### **Domicile (Physical Address)**

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

29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

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

and shall be marked for the attention of

\_\_\_\_\_.

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

### **Severability**

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

---

Signed at                      on this the                      day of                      2020



Witness signature.

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

---

Print name.

---

Print Name.

---

Date.

---

Date.

Signed at                      on this the                      day of                      2020



---

Witness signature.

---

Duly authorised representative of

---

---

Print name.

---

Print Name.

---

Date.

---

Date.

## Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

### Ownership of Data

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

### Termination of Convenience

PIC requires a clause addressing termination of convenience

### Governing Law

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

## Warranty

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

- the Services shall be rendered and executed in a professional manner in accordance with the standards agreed between the Parties and expected in the relevant industry; and

- the personnel tasked with rendering the Services have completed the requisite formal training and have the expertise to execute their functions properly, regarding but not limited to:
- the execution of their Services, having regard for the legal aspects thereof;

### Data Storage

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

### Exit Management

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

