

PIC015/2019: RISK MANAGEMENT IMPROVEMENT PROJECT

APPOINTMENT OF A QUALIFIED INSTITUTION TO RENDER RISK MANAGEMENT ADVISORY SERVICES TO THE PUBLIC INVESTMENT CORPORATION (PIC)



PUBLIC INVESTMENT CORPORATION*
Est. 1911

The Public Investment Corporation (PIC) is the investment arm of the government which has various public sector clients, the biggest being the Government Employees Pension Fund (GEPF). The PIC is empowered by its clients' mandates to invest funds on their behalf in various asset classes with an objective to get good returns, while it simultaneously advances the developmental investment agenda. The PIC also has a presence in some countries outside South Africa which are on the African continent and it competes with the best in the world.

The PIC requires the services of qualified institutions to render risk management advisory services to the PIC. The services required will include the following:

- Risk Management Advisory Services;
- End-to-end review of the PIC Risk Management Function and Practices (Gap Analysis).
- Recommendations on improving the PIC's Risk Management Function and Practices.
- Benchmarking of the PIC's Risk Management Function and Practices against industry best practices.

A compulsory briefing session will be held on 3 February, 2020, 11:00-13:00. Service Providers must be seated at 11:00. The session will start at exactly 11:00. A signed and completed Non-Disclosure Agreement (Annexure A to the RFP document) must be signed and emailed to **tenders@pic.gov.za** prior to the Compulsory Briefing session, not later than 28 January 2020. If signed Non- Disclosure Agreement is not received, bidders will not be allowed to attend the briefing session.

NB: All NDA sent to the PIC must include the tender reference number on the subject line of the e-mail.

Venue: Public Investment Corporation (PIC), Menlyn Maine Central Square, Floor 2, Reception, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2

A soft copy of the document will be available from the PIC website: **www.pic.gov.za/tenders/corporatetenders** from 20 January 2020.

Closing date for the submission of proposals: 20 February 2020, 11:00 AM at, Public Investment Corporation (PIC), Menlyn Maine Central Square, Ground Floor (Next to ABSA), Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2

Enquiries: tenders@pic.gov.za

PIC015/2019: RISK MANAGEMENT IMPROVEMENT PROJECT – APPOINTMENT OF A QUALIFIED INSTITUTION TO RENDER RISK MANAGEMENT ADVISORY SERVICES TO THE PUBLIC INVESTMENT CORPORATION (PIC)

Bid Number : **PIC015/2019**
Closing Date : **20 February 2020**
Place of Submission :

Public Investment Corporation
Menlyn Maine Central Square
Corner Aramist Avenue & Corobay
Waterkloof Glen Extension 2
Pretoria

Compulsory Briefing session: 03 February 2020

Briefing Time: 11:00AM
Public Investment Corporation
Menlyn Maine Central Square
Corner Aramist Avenue & Corobay
Waterkloof Glen Extension 2
Pretoria

A signed and completed Non-Disclosure and Confidential Agreement (NDA) (Annexure A) must be signed and be email to tenders@pic.gov.za (Tender Reference Number to be included on the subject line of the e-mail. Due date for receipt of NDA is 28 January 2020.

Validity period of bid: 120 days

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ANNEXURE A: NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

1 DEFINITIONS AND ABBREVIATIONS

B-BBBEE means broad-based economic empowerment

B-BBEE status level of contributor means the B-BBBEE 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.

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

Broad Based Black Economic Empowerment act means the Broad –Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

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

Contract means the agreement that results for the acceptance of a bid by PIC

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.

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

Ownership means the percentage ownership and control, exercised by individuals within an enterprise.

Validity Period: Time it will take to finalise the adjudication process from the closing date to the adjudication of the bid. Pricing proposed by bidders will remain fixed and valid during this time.

PPPFA means the Preferential Procurement Policy Framework Act

SANAS means South African National Accreditation System

2 INTRODUCTION

The Public Investment Corporation (PIC) is the investment arm of the government which has various public sector clients, the biggest being the Government Employees Pension Fund (GEPF). The PIC is empowered by its clients' mandates to invest funds on their behalf in various asset classes with an objective getting good returns, while it simultaneously advances the developmental investment agenda. PIC also has a presence in some countries outside South Africa which are on the African continent and it competes with the best in the world.

3 OBJECTIVE

3.1.1 The PIC requires the services of qualified institutions to render risk management advisory services to the PIC.

3.1.2 *The contract will be for a period of three months (Fixed term, Fixed cost contract), with the PIC retaining the right to terminate the contract prematurely, should they not be satisfied that the services delivered are in line with the contracts or agreed upon service level agreements.*

4 SCOPE OF WORK

4.1 SERVICES REQUIRED

4.1.1 The services required will include the following:

- 4.1.1.1. Risk Management Advisory Services;
- 4.1.1.2. End-to-end review of the PIC Risk Management Function and Practices (Gap Analysis).
- 4.1.1.3. Recommendations on improving the PIC's Risk Management Function and Practices.
- 4.1.1.4. Benchmarking of the PIC's Risk Management Function and Practices against industry best practices.

4.2 SCOPE OF WORK (DETAILED SERVICE REQUIREMENTS)

The scope of the PIC Risk Management Improvement Project would include, in the main, the following:

- 4.2.1 Assess the PIC's current risk governance against best practice, structure and key responsibilities;
- 4.2.2 Conduct a gap analysis on PIC's current risk management practices and provide recommendations;
- 4.2.3 Recommendations on modernizing the PIC's Risk Management Function;
- 4.2.4 Review current resources (People, Systems and Processes) and recommend improvements;
- 4.2.5 Review and recommendations on the overall or overarching Risk Management Framework (ie is it clear, well-articulated and fit for purpose);
- 4.2.6 Review of the Risk Management Policies, Processes, Procedures, Structures, Operations, Systems and People and make recommendations;
- 4.2.7 Review current practices, i.e. risk identification process, risk management techniques, metrics, parameters, instruments, frequency of reporting, measurement and provide recommendations. These should cover:
 - Market Risk;
 - Credit Risk;
 - Liquidity Risk;
 - Model Risk;
 - Operational Risk
 - Mandate Compliance
 - Regulatory Compliance
 - Performance and Attribution
 - Conduct a maturity assessment of the Risk Management Function;
 - Conduct a SWOT Analysis of the Risk Management Function

5 EVALUATION CRITERIA

Proposals will be evaluated in the following 3 Phases:

- Compliance with the minimum and administrative requirements
- Functionality (Only companies who achieved the minimum qualifying score will be evaluated in terms of the third phase).

- 80/20 Preference Procurement points system as stipulated in the Preferential Procurement system (80: Price and 20: BBBEE status level of contribution),
Minimum and Administrative requirements are:

Submission of:

- A valid and original Tax Clearance Certificate
- 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
- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company Information document
- Acceptance of the conditions as stipulated in the bid document
- Latest audited financial statements.
- Minimum of three contactable references in the same industry as PIC. This information must include, name of entity, designation of contact, contact person, contact number, contract value and date (References where risk advisory services were provided).
- Submission of 1 original and 4 copies of the Technical and Administrative requirements. Original Fee proposal to be submitted in separate envelope.
- Indexed document

Joint Ventures

Bidders may form Joint Ventures. Joint Venture Agreements should be submitted in such instances.

All parties involved in the JV must sign the Declaration of Interest Document.

A joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

Functionality Evaluation: Only bidders who scored above the minimum threshold of 75 will be qualified for the next phase

Criteria	Requirements from service providers	Weighting
Company Experience	Indicate knowledge of Financial Services industry (Preferably Asset Management industry).	25
Team Experience	Indicate experience of the Team in relation to risk management in Financial Services industry (Preferably Asset Management industry).	35
Team Qualifications and Professional Industry Affiliations	Indicate Qualifications and Professional Industry Affiliations of the Team in relation to the Scope of Work (Detailed Service Requirements) outlined in 4.2 above.	35
Client Reference Letters	Provide a minimum of three Client Reference Letters in relation to the provision of risk management advisory services in Financial Services industry (Preferably Asset Management industry). Not more than five years old.	5
Total		100
Minimum Threshold		75

The PIC may conduct due diligence on the shortlisted bidders.

Price and BEE (BEE Level contributor, ownership, executive management)

Pricing: Prices must be quoted in South African Rand excluding of VAT.

A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

P = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{min} = Rand value of lowest acceptable bid

Broad Based Black Economic Empowerment Status Level Certificates

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

B-BBEE Status Level of Contributor	Number of points /10
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non- compliant Contributor	0

Ownership:

Indicate percentage of Black ownership

_____ %

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

List of Executive Management

Indicate percentage black Executive Management

_____ %

Name	ID No	SA Citizen	Race	Gender	Shareholding %

Points scored will be rounded off to the nearest 2 decimal places.

- The bidder who scored the highest point will be awarded the bid
- In the event where two or more bidders scored equal points, the successful bidder must be the one scoring the highest preference points for BBBEE.
- However when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for BBBEE, the successful bidder must be the one scoring the highest for functionality.
- Should two or more bidders be equal in all respects, the award shall be decided by the drawing of lots.

6 CONDITIONS

6.1 Non- Disclosure and Confidentiality Agreement

A non-disclosure and confidentiality agreement will be signed by all bidders and submitted prior (28 January 2020) to the briefing session. Only bidders that sign the agreement will be evaluated.

6.2 Non- Commitment

Public Investment Corporation (PIC) reserve es 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.

The cost of preparing of bids will not be reimbursed.

6.3 Reasons for Rejection

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

- Bidders shall not contact 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.
- PIC shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- PIC reserves the right to reject if bid if contract negotiations are unsuccessful.

PIC may disregard any submission if that bidder, or any of its directors:

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

6.4 Cancellation of a Bid

PIC may prior to the award of a bid, cancel a bid if:

- Due to changed circumstances, there is no longer a need for the goods or services requested;
- Funds are no longer available to cover the total envisaged expenditure
- No acceptable bids are received.

6.5 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.

6.6 Receipt of Bids

.The bid shall be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, the bid box number (where applicable), and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

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

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

Documents submitted on time by bidders shall not be returned and shall remain the property of the Public Investment Corporation (PIC).

6.7 Late Bids

Bids received late shall not be considered. A bid will be considered late if arrived only one second after 11:00 on the closing date or any time thereafter. The tender box shall be locked at exactly 11:00.

Bids received late shall be returned unopened. Bidders 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.

6.8 Presentations

PIC might require presentations from short-listed bidders as part of the bid process.

6.9 Service Level Agreement

The service level agreement will set out the administration processes, service levels and timelines.

7. PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC 015/2019	CLOSING DATE:	20 February 2020	CLOSING TIME:	11:00 AM
DESCRIPTION	APOPOINTMENT OF A QUALIFIED INSTITUTION TO RENDER RISK MANAGEMENT ADVISORY SERVICES TO THE PUBLIC INVESTMENT CORPORATION (PIC)				
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	tenders@pic.gov.za		E-MAIL ADDRESS	tenders@pic.gov.za	
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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	

	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
--	----------------------------------------------------------	--	-------------------------------------------------------------------------------------------------

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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.
- 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:

8. DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, 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.

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

Full Name of bidder or his or her representative:

.....

Identity Number:

.....

Position occupied in the Company (director, trustee, shareholder²):

.....

Company Registration Number:

.....

Tax Reference Number:

.....

VAT Registration Number:

.....

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.

¹“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.

²“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.

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

presently employed by the state?

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:

.....

.....

.....

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

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.

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

.....

.....

.....

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**



business with the state in the previous twelve months?

If so, furnish particulars:

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

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

If so, furnish particulars.

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

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

If so, furnish particulars.

.....

.....

.....

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

7.7.1 If so, furnish particulars:

.....

.....

.....

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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



DECLARATION

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

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

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



.....

Signature

.....

Date

.....

Position

.....

Name of bidder

9. 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:

Postal Code:	Postal Code:

5. Contact Details

Contact Name	
Contact Number	
Cell Number	
Email Address	
Alternative Contact	
Email Address	
Contact Number	

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 board of directors/members, owners, shareholders or executive committee must be submitted.

* CIPC Documents must be attached.

DECLARATION

Bidder Name: _____

Signature: _____

Designation: _____

I declare that:

- All information provided is true and correct
- The signatory of the bid document is duly authorised
- 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 is 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 _____ ^{st / nd / rd / th} **day of** _____ , 20____ **at**
_____:

Who warrants his / her authority hereto

For and on behalf of:

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

PUBLIC INVESTMENT CORPORATION 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 unauthorised 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 Service Provider 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 Transvaal Provincial Division of the High Court of South Africa.

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 Extension 2
0181

and shall be marked for the attention of _____;

29.2 in the case of _____ to

telefax no: _____

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 2019

 Witness signature.

 Signature of Potential Bidder

 Print name.

 Print Name.

 Date.

 Date.

The Public Investment Corporation

Signed at _____ on this the _____ day of _____ 2016

Witness signature.

Duly authorised representative of
Public Investment Corporation

Print name.

Print Name.

Date.

Date.