PIC012/2019:
REQUEST FOR PROPOSAL

APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF DATA LOSS PREVENTION (DLP) SOLUTION FOR A PERIOD OF FIVE (5) YEARS

PUBLIC INVESTMENT CORPORATION®

Est. 1911

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").

As part of the PIC Strategy, the Information Technology (IT) division has a responsibility to establish business processes that will assist in the prevetion of the loss of PIC sensitive information such as personally identifiable information.

As such, this RFP seeks to identify a suitably qualified and experienced service provider to offer data loss prevention solution including support & maintenance services for a period of five years. The selected Bidder will be required to:

- Supply install and maintain the DLP solution
- Provide technical support and maintenance

A Compulsory Briefing session will be held on 20 November 2019 at, 13H00, Menlyn Maine Central Square, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2.

Note: Attendees must be seated at 13H00, no late comers will be allowed.

Bid documentation will be available on the PIC website, www.pic.gov.za/tenders/adverts/PIC012/2019 from 11 November 2019.

Closing date for the bid submission: 12 December 2019, Closing time: 11:00 AM
For submission at:
Public Investment Corporation SOC Limited
Menlyn Maine Central Square, Ground Floor, next to ABSA Bank, 2nd Floor
Corner Aramist Avenue & Corobay Avenue
Waterkloof Glen Extension 2
Enquiries: tenders@pic.gov.za

AD1945064

BID NO (PIC012/2019): REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF A DATA LOSS PREVENTION SOLUTION FOR A PERIOD OF FIVE (5) YEARS

Bid Number	:	PIC 012/2019
Closing Date	:	12 December 2019
Closing Time	:	11:00AM
Place of Submission	:	Public Investment Corporation SOC Ltd
		Menlyn Main Central Square Corner Aramist Avenue and Corobay Avenue Waterkloof Glen Extension 2

Compulsory Briefing Session: 20 November 2019

Briefing Time: 13:00 PM

Menlyn Main Central Square Corner Aramist Avenue and Corobay Avenue Waterkloof Glen Extension 2

0181

Validity period of bid: 120 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 **BBBEE 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 for the purpose of combining 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 same by both parties delegated authorities;

1.7 **ECTA** means the Electronic and Communications Act, 2002

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 a service and the technical capacity and ability of a bidder;

1.9 **Management** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;

1.10 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;

1.11   **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid, in this case, being a period of 120 (one hundred and twenty) days;

1.12   **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);

1.13   **SANAS** means the South African National Accreditation System;

1.15   **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)

1.17   **GDPR** means the General Data Protection Regulation

1.18   **POPI** means the Protection of Personal Information Act

1.19   **PII** means Personally Identifiable Information

1.20   **SPII** means Sensitive Personally Identifiable Information

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 a 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. As part of the PIC Strategy, the IT Information Security division has a responsibility to establish business processes that will assist in the protection, securing and monitoring of the organisation technology infrastructure in order to enable the achievement of strategic and operational objectives of the organisation.

3.2. As such, this RFP seeks to identify a suitably qualified and experienced Bidder to offer a Data Loss Prevention solution for the organisation.

3.3. The main objective for considering the Data Loss Prevention solution is to improve the PIC's IT environment, modernise the organisations operations, whilst ensuring that the environment is secure and protected from probable IT security threats.

3.4. The key benefits that are expected by the PIC from the proposed Data Loss Prevention Solution offering include but are not limited to the following:

3.4.1. Provide protection of information at rest, in transit or in use.

3.4.2. Immediate compliance with data protection regulations e.g. Protection of Personal Information act 4 of 2013(POPIA) etc.

3.4.3. Improved user awareness and education of PIC security policies.

3.4.4. Discovery of poorly documented business processes that expose sensitive data.

3.4.5. A 360-degree view of the location, flow and usage of data across the enterprise.

3.4.6. Ability to detect files that contain confidential information and prevent them from illegal transmission and sharing.

3.4.7. Prevention of accidental or deliberate exposure of confidential information across all devices.

3.4.8. Assurance of where PIC confidential data is being stored, being sent and who is accessing it.

3.5. The scope of work for the Data Loss Prevention Solution comprises of the following services, across all IT environments (i.e. Production; Disaster Recovery, Quality Assurance (including Testing) and Development environments).

The following areas have been scoped into this project. The selected Bidder will be required to:

- Administer training for PIC IT Security Engineers.
- Provide comprehensive user training.
- Deliver change management services during the implementation of the solution.
- Provide onsite support during solution implementation.
- Offer post implementation hyper care inclusive of detailed reporting.
- Partner with the PIC during the design and implementation of the solution.
- Provide a solution that has capabilities to fully integrate with PIC business processes and solutions both on premise and hosted (e.g. Document Management System).
- Implement a solution that includes reporting and monitoring capabilities.
- Provide best practise in support and administration of the implemented solution.

4   SCOPE OF WORK

The PIC requires a Data Loss Prevention solution which will cover the entire PIC technology landscape. More importantly, the Data Loss Prevention solution offering is expected to integrate with all existent business processes and solutions which will be delivered in line with the 5-Year IT and Business Strategy. The offered solution must be cost-effective, flexible, reliable, and highly secure.

The Data Loss Prevention program must include the following **minimum** in scope items:

- **PIC Data Prioritization:** The PIC together with the appointed service provider will conduct a thorough data assessment of PIC data. The purpose of the assessment is to determine which of the PIC data is likely to cause the PIC severe harm should the data be compromised. Such data includes but is not limited to intellectual property, personally identified information,

etc. The implemented solution will be built such that it has capabilities to protect data that is most likely to be on the attackers list as per the PIC prioritization list.

- **PIC Data Classification**: The program will enable the PIC to pay special attention to the nature of sensitive information and determine how it flows from one system to another. Activities to identify how information is transferred to its consumers (e.g. Clients, Investees, Other employees, etc.) must be conducted.

  Data will be classified according to the PIC information classification policy. This is a critical component of the DLP solution implementation deliverables

- **Creation of DLP Policy Rules:** The program is intended to span the entire PIC, covering a staff complement of over 400 PIC employees. The PIC employees will be engaged from the initial stages of policy development. This stage must include the following but not limited to the identification of:
  - Data categories that have been singled out;
  - Steps that are necessary to combat malpractice; and
  - Steps that need to be taken if there is an abnormal occurrence.

- **DLP Controls Development:** The PIC together with service provider will develop the necessary controls for risks associated with data loss. Monitoring processes will be put in place to monitor data in all of the phases of the project. As the PIC DLP program matures, the PIC will develop better methods to mitigate risks associated with data loss.

- **Employees Training and Guidance:** A comprehensive change management and training initiative must accompany the implementation of the proposed DLP solution. Comprehensive user training can often help mitigate the risk of accidental loss by insiders.

The solution must be able to protect data in the following scenario's

- **Data at Rest**

Data at rest symbolizes all data that is stored in various data repositories of the PIC. These includes data that is on but not limited to data on File Share, Databases, Desktop/Laptops etc. Phase one of the implementation of the solution will focus on PIC data at rest.

- **Data in Motion**

The PIC seeks to secure confidential data in motion across its IT infrastructure. This includes email, web, FTP, HTTP, HTTPS etc. As the PIC interacts and shares data significant amounts of data may be lost to the organisation. The implementation of the Data in motion DLP solution seeks to secure PIC data ensuring that data in transit is not routed outside the organisation, to unauthorised users or to insecure storage areas.

- **Data in Use**

The PIC handles vast amounts of data that is frequently being shared between employees, clients, investees and various other stakeholders of the organization. This data may be shared through emails, cloud storage solutions, etc. The PIC DLP must be able to provide capabilities to ensure the security of data as PIC employees, contractors, clients and investees interaction with it. The solution must monitor, alert and block unauthorized activities including but not limited to Screen-capture, Copy/Paste, Print/Fax operations involving sensitive data as these may be intentional or unintentional attempts to transmit sensitive data over communication channels.

The prospective Bidder must be able to deliver a Data Loss Prevention solution which is able to deliver the following minimum solution components:

#	Solution Components	Comply	Not Comply	Comments	Reference Page on Proposal
4.1	**DLP Manager:** The PIC Data Loss Prevention Manager must provide capability to manage all DLP products from a centralized console. The manager must have capability to display incidents and events on DLP solution dashboard.				
4.2	**DLP Monitor:** with must have capability to capture and classify all PIC data on the network.				
	Data Classification: The solution must be able to classify and apply labels on all PIC data				
4.3	**Prevention Component** of the DLP solution must have capability to monitor all traffic and apply actions to prevent data loss				
4.4	**Discovery Functionality** the solution must be able to discover wherever PIC sensitive data is residing on the network, including end point devices.				
4.5	**Endpoint DLP** component of the solution discovers events occurring at endpoints and reports any policy violations.				
4.6	**Mimecast DLP:** The solution should be able to integrate with Mimecast to produce comprehensive consolidated reporting. ability to enforce DLP policies on the Mimecast solution.				

5 PIC DATA LOSS PREVENTION SOLUTION BUSINESS REQUIREMENTS

As part of the scope of work, the following minimum requirements are to be met as part of the Data Loss Prevention solution implementation at the PIC:

5.1 Business Requirements

#	Description	Comply	Not Comply	Comments	Ref Page on Proposal
5.1.1	Discovery, fingerprinting and indexing of Organization Data, classified as per Organization Classification Standard, including but not limited to Organization Customer's PII & SPII & Company Confidential Data, placed anywhere in the network				
5.1.2	The DLP Solution must have the ability to identify and protect: • data-in-motion (traveling across the network); • data-in-use (being used at the endpoint); and • data-at-rest (sitting idle in storage).				
5.1.3	Provide ability to Search for logs in forensics: • Keywords, expressions, content patterns, document type (Word, Excel, ppt, notepad, etc.) • Location, system/device type, file owner, port, path, age of file, Email and web attachments. based on specified				

	sender/recipient. Applications, including Web applications.				
5.1.4	Capture logs of Data Exchange activity on Organization Information Asset done through any medium like email, internet upload, USB transfer etc. At the same time intelligently co-relate and analyses these logs with previous user based attempts/ incidents and trigger alerts.				
5.1.5	Data Loss Prevention must provide both user and computer assigned policies. This flexibility allows administrators to apply rules that are appropriate for a user's job function.				
5.1.6	The DLP solution provide capability to block the loading of external devices such as removable storage devices, Bluetooth, Wi-Fi, and other plug and play devices.				
5.1.7	The solution must monitor, block and alert unauthorized activities including but not limited to Screen-capture, Copy/Paste, Print/Fax operations involving sensitive data as these may be intentional or unintentional attempts to transmit sensitive data over communication channels.				
5.1.8	The solution must have capability to configure authorised external devices.				
5.1.9	The solution should be capable to apply all policy to violations that relates to TCP Protocols including HTTP, HTTPS, SMTP, FTP etc.				
5.1.10	The Protocol Detection done by the solution must be port agnostic				
5.1.11	The solution must Detect keywords/patterns based on proximity to each other				

5.1.12	The solution must detect on full Boolean / Regular expressions for keywords and key phrases				
5.1.13	The solution must detect and validate a wide range of sensitive data types (e.g., ID numbers etc.)				
5.1.14	The solution should be able to classify files as Encrypted based on file analysis				
5.1.15	The solution should fingerprint or register content in an automated way without manual intervention				
5.1.16	The solution must allow administrative users to define a single set of policies once and deploy across all products.				
5.1.187	The solution must be capable of defining DLP Policy based on content, sender/recipient, file characteristics, and communications protocol				
5.1.18	Solution must have out of the box Rule Sets or PII Policy templates				
5.1.19	Events generated by the solution must be able to retain source IP address, destination IP address, protocol, port, sender/recipient e-mail address, recipient e-mail address, SMTP headers				
5.1.20	Solution should be able to display and highlight a summary content that violated the policy for any incident				
5.1.21	Solution should allow case content to be exported with full content and attachments for review by an external reviewer				
5.1.22	Solution must be able to identify and store all event data with appropriate metadata (date/time, user, protocol)				
5.1.23	Solution should be able to Store and index event data for faster search even after the incident has happened				

5.1.24	Solution must be capable to search any traffic/email sent out on the basis of: IP Address, URL, Ports & Protocols, document types, keywords, hashes and time stamp				
5.1.25	The Solution should Index all unfiltered files during discovery process				
5.1.26	Solution should be able to conduct searches for content indexed during a data-at-rest crawl based on keywords, document type, keywords, file metadata and timestamp				
5.1.27	Reports built around stakeholder requirements should be easily created in the solution				
5.1.28	The solution must support scanning and data discovery on database such as Oracle, Microsoft SQL Server and IBM DB2 etc.				
5.1.29	Solution must be able to inventory the data store before scan				
5.1.30	The solution must provide option to Preserve Last Access Time after scanning in order to maintain archive sanctity				
5.1.31	The solution should allow to automatically schedule recurring scans				
5.1.32	The solution should Throttle scans to limit network bandwidth usage				
5.1.33	Solution should be capable of incremental scans by identifying already crawled files				
5.1.34	Solution must be manageable from a single management console for all DLP components				
	Deployment and Management				

5.1.35	Support centralized deployment, administration, management, and reporting for DLP.				
5.1.36	Manage all DLP security products (e.g., software, appliances) from one administration console ,even encryption of files and folders				
5.1.37	Provide intuitive and easy installation, setup, deployment, population of policies, and ongoing support				
5.1.38	DLP solution modules must include data at rest, motion and storage				
5.1.39	Clearly identify information sensitivity by reading classification tags deployed in the PIC environment				
Rule and Policy Development or Management					
5.1.40	Solution should provide capability to apply protection policy rules on end point devices even if the user is not connected to the PIC network				
5.1.41	Present intuitive interface for customizing rules and policies				
5.1.42	Solution must not be based on only file extension to determine content type, instead offered solution must use signatures, statistical analysis, lexicons, and other techniques to detect the content type based on its structure and data				
5.1.43	Solution must be able to detect sensitive data leakage going through cloud based solutions(OneDrive etc.)				
5.1.44	Solution must be able to enforce policies to detect data leaks even in image files through Optical Character Recognition technology. It must support file common formats such as but not limited to jpeg, png, scanned pdf				
5.1.45	Solution must enforce policies to detect low and slow data leaks over a period of time (hours)				

5.1.46	Allow powerful rule construction, using keywords and/or regular expressions in standard Boolean logic				
5.1.47	Allow reuse existing rules to construct new rules and templates				
5.1.48	Allows real-time tuning of rules and policies				
	Reporting, Auditing and Compliance				
5.1.49	Ability to tailor dashboard presentation to client needs				
5.1.50	Support of development of ad-hoc (i.e., custom) reports				
5.1.51	Availability of all reports from within a single management console				
5.1.52	Central monitoring for all HDLP, NDLP alerts from within management console				
5.1.53	Dashboard" presentation that provides immediate visibility into data at rest, data in use and data in motion violations broken down by severity, types of event, etc.				
	Technical Requirements				
5.1.54	The solution must be implemented on premise and provide data protection for both Cloud and On premise environments such as Development, Quality Assurance, Production, including all PIC devices				
5.1.55	The solution must be able to integrate SIEM,				
5.1.56	Operational reporting and administration web interfaces for administration, configuration, reporting and workflow.				

6 OTHER DATA LOSS PREVENTION CONSIDERATIONS

6.1 Minimum Requirements

The Bidder must:

- Provide at least 2(two) technical IT Security resources that will be assigned to service the PIC;
- Provide project team valid certifications for the proposed solution;
- Have a minimum of 5(five) years' experience in implementing and supporting similar solutions;
- Provide a technical lead with a minimum of 5 years' experience implementing the proposed or similar solution

7 PROJECT MANAGEMENT SERVICES

The Bidder must provide Project Management Services for the full implementation of the solution.

The PIC further recognizes the importance of employing the correct delivery model from the onset.

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

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

The PIC expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training and technical documentation. The bidder shall clearly specify the proposed approach, methodology and plan for the implementation of the Data Loss Prevention Solution.

These must include but not limited to the following:

- Delivery, configuration, deployment and operation of the Data Loss Prevention solution
- Provide an implementation plan covering service, deliverables and skills.
- Comply with internal policies and audit controls.
- Provide Change Management service to the PIC.
- Skills transfer and training of PIC personnel.

8   CLIENT REFERENCES

Bidder must provide a list of at least 4(four) contactable clients references of companies where similar work has been successfully delivered within the last 5 (five) years. Bidder must include reference letters from clients;

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

8.1.   The name of the entity, contact person, designation of contact, contact number, contract value and date; and

8.2.   Reference letter from client confirming the Data Loss Prevention Solution implementation.

9   PROJECT TEAM EXPERIENCE

The Bidder must provide a summary of the company's staff compliment and CV details/experience of the team to be assigned to this project.

- Experience of the core project team to be involved in the implementation of the project and years of experience must have a minimum of 10 years combined (Excluding the technical lead);
- The Technical Lead must have a minimum of 5 years' experience implementing the proposed or similar solution;
- CV must be provided for the Bidder's Technical Lead who will be assigned to the PIC project;
- The technical lead response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details;
- The technical resources must be certified in the solution proposed and evidence of valid certification must be provided

NB: The bidder must have additional resources with similar experience as technical lead to cover when one resource is not available in order to reduce key man dependency risk.

10   SERVICE MANAGEMENT

The Bidder is expected to provide Service Level Agreements for Support and Maintenance for a period of 5 years stipulating and inclusive of the following:

- **Premium support must include the following:**

  - **99.9% Availability of the Solution**
  - **Service Levels**: Service Priority Levels and associated Turnaround times as follows:

Priority/ Severity	Response Turn Around Time	Resolution Turn Around Time
1	Within 30 Minutes	Within 2 business hours
2	Within 30 Minutes	Within 4 business hours
3	Within 1 hour	Within 8 business hours

- Relationship Management Activities;
- Services credit methodology in case of a Service Level Breach;
- Provide a year's worth of resource (for year 1) based support with the bidder's resource physically based at the PIC. The physical support must be **4 hours*2 days a month bi-weekly**; and
- Sample service level reporting.

11 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1**: Compliance to administrative requirements
- **Phase 2**: Minimum Requirements
- **Phase 3:** Technical Functional Requirements (100 points).
  Bidder, who score below 80 points, will not go through to the next level of evaluations. **Presentations** and site visits will form part of the technical evaluation. (Bidder who score 80 or more points out of 100 points allocated at technical evaluation will be subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).
  Price and BEE Evaluations (80/20 points).
- **Phase 4: Pricing Proposal**

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

12 ADMINISTRATIVE REQUIREMENTS

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

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

Submission of:

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

- Signed and completed declaration of interest document

- Signed and completed SBD 1 – Invitation to Bid document

- Signed and completed Company Information document

- Latest audited Financial statements within the last two years

- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document

- Acceptance of the conditions as stipulated in the bid document

- Submission of the bid document and a separate pricing proposal.

- All documents should be indexed, clearly marked with bid number.

- Technical and administrative requirements 1 original and 4 copies. Pricing Proposal one original.

- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. **Kindly enclose your CSD registration number.**

13 TECHNICAL / FUNCTIONAL SCORING CRITERIA

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

Technical / Functional Criteria	Weightings
12.1 Programme Management **Elements:** Submission by bidder must include an adequate and clear plan on programme management (including assessment, migration and implementation) of Data Loss Prevention Solution transitioning at the PIC. The proposed programme management plan must include details on the following: • **Programme Methodology** (including Programme Management & Governance, Change Management and Risk Management) • **PIC services offering Readiness Assessment** (with recommendations) • **PIC services Roadmap** • **Implementation Plan** (including migration) • **Post Implementation** - stabilisation, service delivery and support (including **managed services life cycle)**	25

Technical / Functional Criteria	Weightings
12.2 Programme Manager / Technical Lead – Years of experience in implementing the Data Loss Prevention related programmes The Programme Manager / Technical Lead must have a minimum of five (5) years (e.g. from 2012 to 2017) programme management or technical lead experience on Data Loss Prevention Solution programmes as per scoring matrix below. If less than 5 years 'experience, no score will be awarded. **Please provide a copy of the C.V. of the Programme Manager / Technical Lead who will be responsible for the PIC Data Loss Prevention programme. In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V**	10

Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details

Technical / Functional Criteria	Weightings
12.3 Company Experience (References) Please provide **A MINIMUM** of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads **CONFIRMING IMPLEMENTATION of a Data Loss Prevention Solution Scope Services.** The letters **MUST INCLUDE** the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.) **Please note: The PIC will not accept a list of references and/or references listed on a table. The reference letters must be in the form of individual letters from the respective customers.**	**10**

Technical / Functional Criteria	Weightings
12.4 Compliance to the PIC Data Loss Prevention Solution scope **Bidder must illustrate current capability and capacity to meet PIC Data Loss Prevention Solution Business requirements (refer to Section 4,5,6 and 7: Desired (To-Be) Data Loss Prevention Solution components); plus, Bidder must illustrate their future growth plans:** <table><tr><th>Data Loss Prevention Solution Scope Item</th><th>Weight</th><th>Section in Proposal</th></tr><tr><td>Desired Data Loss Prevention Solution(section 4)</td><td>15</td><td></td></tr><tr><td>Understanding of the scope of work - Technical requirements - Information Security Requirements - Audit Requirements </td><td>35</td><td></td></tr><tr><td>Value Add</td><td>5</td><td></td></tr></table> **The Bidder must provide the above table as an attachment to the RFP response to the PIC Datacentres & Converged Infrastructure requirements. *All value adds must be clearly articulated and referenced as per the table above.**	**55**

Technical / Functional Criteria	Weightings
12.5 Service Level Agreement **Bidder must:** **Propose SLAs inclusive of the following as per section 9:** - **Premium support inclusive but not limited to the following:** o **99.9% Availability of the Solution** o **Service Priority Levels and associated Turnaround times as per section 9.** - **Relationship Management Activities** - **Services credit methodology in case of a Service Level Breach; and** - **Sample service level reporting**	**5**

14   PRICING PROPOSAL

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

Costs should include the complete, fixed costs (if not fixed please indicate and provide details) for the services requested, including but not limited to the following:
All costs should be completely reflected on the pricing proposal.
When completing the Pricing Bidder must take note of the following:

- All pricing (including services, resources, hourly rates charged etc.) to be quoted in South African Rand including VAT. Pricing should be in alignment with the National Treasury.
- Bidders to incorporate pricing assumptions which will include:
  - Forex;
  - Licensing fees;
  - Hosting fees; and
  - Price fluctuations.
- Pricing assumptions must cater for growth of PIC staff complement.
- Pricing must show clearly the once off implementation cost and ongoing maintenance 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.

PIC Data Loss Prevention Solution	Once-Off Costs (e.g. Transitioning and Implementation services)	Monthly Maintenance & Support	Monthly Fee	Annual Fees(e.g. Licensing Fees)	Sub-Totals	Explain Basis for Total Monthly Fee / Comments
Data Loss Prevention						
Penetration Testing						
Backup & Recovery						
Other (add a row for each category)						
TOTALS:						N/A

15   PROPOSED RESPONSES FORMAT

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

Reference	Title	Guideline
Section 1	Cover letter	Brief company background, services and expertise, contact name and details of delegate authorized to make representations for the organization.
Section 2	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements
Section 3	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
Section 4	Scope of Work	Respond and cover all items presented for Data Loss Prevention Solution.
Section 5	Programme Management Services	Respond and cover on how the project will be approached and planned.
Section 6	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
Section 7	Client References	Provide a summary of client references
Section 8	Service Management	Should cover the proposed SLA, support and maintenance plan for a period of 5 years
Section 9	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 price on the following basis:

Where

P = Points scored for price of bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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

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

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

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

15.8   The Bidder who scored the highest point will be awarded the bid.

15.9   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.

15.10   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.

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

16   CONDITIONS

16.1   Joint Ventures / Consortiums

16.1.1 The following information and documentation must be submitted:

16.1.1.1 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.

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

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

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

16.2   Non-Commitment

16.2.1 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.

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

16.3   Reasons for rejection

16.3.1 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.

16.3.2 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.

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

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

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

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

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

16.3.3.4 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.

16.4 <u>Cancellation of Bid</u>

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

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

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

16.4.1.3 no acceptable bids are received

16.4.1.4 unsuccessful contract negotiations

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

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

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

16.5 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 .

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

16.6 Receipt of Bids

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

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

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

for the receipt of bids. Documents submitted on time by Bidder shall not be returned and shall remain the property of the PIC.

16.7   Late Bids

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

16.8   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.

16.9   Service Level Agreement (SLA)

16.9.1 The SLA will set out the administration processes, service levels and timelines.
16.9.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

16.10   Contracting

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

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

17 PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC 012/2019	CLOSING DATE:	12 December 2019	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE IMPLEMATATION OF A DATA LOSS PREVENTION 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	

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]
	☐ Yes ☐ No		☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]

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.
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: …….……………………………………

18 DECLARATION OF INTEREST

1.   Any legal person, including persons employed by the state[1], 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[2]):
……………………………………...

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.

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.

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

2.7.1   If so, furnish the following particulars:

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

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

Position occupied in the state institution: ……………………………………

Any other particulars:
………………………………………………………………
………………………………………………………………
………………………………………………………………

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

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

applicable, may result in the disqualification of the bid.

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

………………………………………………………………….

………………………………………………………………….

………………………………………………………………….

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

2.8.1   If so, furnish particulars:

………………………………………………………………..

………………………………………………………………..

………………………………………………………………...

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

2.9.1   **If so, furnish particulars:**

………………………………………………………………...

……………………………………………………….…….

……………………………………………………………

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

2.10.1   If so, furnish particulars**:**

………………………………………………………………

………………………………………………………………

………………………………………………………………

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

2.11.1   If so, furnish particulars:

………………………………………………………………………….

....

....

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

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

DECLARATION

I,   THE   UNDERSIGNED
(NAME)...

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

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

……………………………..

……………………………………………

Signature   Date

……………………………….   ……………………………………………

Position   Name of bidder

19   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 the Board of directors/members, owners, shareholders or executive committee must be submitted.

* CIPC Documents must be attached.

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

Please tick the relevant box(es):

STATUS	INDICATION
The company has been independently verified (assessed / rated / certified) *Please submit the B-BBEE verification certificate.*	☐
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)*	☐

20   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 _____ ^{st / nd / rd / th} **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   2018

_____   _____

Witness signature.   Signature

                                                  Duly authorised representative of

                                                  Public Investment Corporation SOC Limited

_____   _____

Print name.   Print Name.

_____   _____

Date.   Date.

Signed at   on this the   day of   2018

_____   _____

           Witness signature.   Duly authorised representative of

                                                _____

_____   _____

           Print name.   Print Name.

_____   _____

           Date.   Date.

ANNEXURE B

Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

Ownership of Data

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

Termination of Convenience

PIC requires a clause addressing termination of convenience

Governing Law

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

Warranty

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

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

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 aforegoing, 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.