

# **PIC011/18: REQUEST FOR PROPOSAL APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF DATACENTRE SERVICES AND CONVERGED INFRASTRUCTURE SERVICES FOR A PERIOD OF FIVE (5) YEARS**

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

PIC seeks a suitably experienced Bidder to offer Datacentre services and converged infrastructure for a period of five (5) years.

The scope of work for the Datacentre and Converged Infrastructure services comprises of the following services, across all IT environments (i.e. Production; Disaster Recovery, Quality Assurance (including Testing) and Development environments):

- Datacenter Networking;
- Converged Infrastructure (On Premise/Dedicated);
- Backup and Recovery
- Web Hosting (e.g. PIC website)
- Migration/Transition implementation; and
- Datacenter and Converged Infrastructure Management, Support and Maintenance.

**A Compulsory Briefing session:** 14 November 2018, 11:00am, Menlyn Maine Central Square, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2. Note: Attendees must be seated at 11:00am, no late comers will be allowed.

Site visits (dates) will be arranged on the day of the briefing session. Non-Disclosure and Confidentiality agreement (NDA) must be signed by all bidders and submitted to the PIC on the day of the site visit. The NDA is attached as Annexure A to the Request For Proposal (RFP) (Bid) document.

Bid documentation will be available on the PIC website, [www.pic.gov.za/tenders/adverts/PIC010/2018](http://www.pic.gov.za/tenders/adverts/PIC010/2018) from 5 November 2018.

Non-Disclosure and Confidentiality agreement must be sign by all bidders. The document is attached as Annexure A to the Request For Proposal (RFP) document.

**Closing date for the bid submission: 14 December 2018. 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](mailto:tenders@pic.gov.za)

**BID NO (PIC011/18): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF DATACENTER SERVICES AND CONVERGED  
INFRASTRUCTURE SERVICES FOR A PERIOD OF FIVE (5)  
YEARS**

Bid Number : PIC 011/2018  
Closing Date : 14 December 2018  
Closing Time : 11:00 am  
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 : 14 November 2018**

**Briefing Time:** 10:00-11:00 am

Menlyn Main Central Square Corner Aramist Avenue and Corobay Avenue Waterkloof Glen  
Extension 2  
0181

Validity period of bid: 120 days

Site visits to be arranged at the briefing session

Non-Disclosure and Confidentiality Agreement to be signed and to be submitted on the date of the site visit

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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 **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;
- 1.8 **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;
- 1.9 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.12 **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;

- 1.13 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.14 **SANAS** means the South African National Accreditation System; and

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management and state owned company (SOC), which manages funds on behalf of various public sector entities, the largest client being the GEPF. The PIC (SOC) Limited is a registered Financial Bidder (FSP) and is a public entity solely owned by the South Africa Government. The PIC invests in Africa and globally.

The PIC manages assets exceeding R2trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

### **PIC VISION**

To be the leader in developmental investing for sustainable financial prosperity of our stakeholders

### **PIC MISSION**

To be a key player, not only in the region, but also on the African continent, who consistently delivers on client mandates through direct investing for economic transformation, robust risk management, strategic partnerships and resource mobilisation.

### **PIC CULTURE AND VALUES**

The PIC prides itself in the high-performance synergy of its over 350 strong team. We tackle our challenges as one, while respecting one another's individuality. We celebrate our cultural and experiential diversity, which positively contributes to our ability to invest wisely on behalf of South Africa's future.

**WE CARE (Committed, Accountable, Respect, Empathy) and WE DELIVER (Diligence, Excellence, Leadership, Innovate/Integrity, Value, Efficient, Responsible/Reliable)**

### 3 BACKGROUND

- 3.1. As part of the PIC Strategy, the IT department has to ensure that the PIC data centre is consolidated, optimised and outsourced as a managed service 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 experienced Bidder to offer Datacentre Services and Converged Infrastructure Services for the organisation. The Datacentre and Converged Infrastructure are now standardised, highly automated offerings, where computing resources e.g. networking (“Connectivity as a Service”), and system management (including monitoring) capabilities are owned and hosted by a Bidder and offered to customers on-demand (i.e. Pay-per-use).
- 3.3. The main objective for considering Datacentre and Converged Infrastructure offerings is to improve and deliver IT services to business in an agile and cost effective manner, whilst ensuring infrastructure flexibility and scalability immediately when required by PIC business.
- 3.4. The key benefits that are expected from the Datacentre and Converged Infrastructure offerings include the following:
  - 3.4.1. **Scalability and flexibility:** The Datacentre and Converged Infrastructure providers have matured over the years to offer powerful infrastructure technologies that can accommodate diverse customer configurations and requirements. The combination of dedicated and on-demand scalability provides added flexibility and greater agility to respond to changing opportunities and requirements. The maturity of Cloud Services offerings has also necessitated the consideration of a Hybrid Solution (On Premise and Infrastructure Cloud). The PIC would benefit from such a solution, not only during the 5-year strategy implementation but also in the longer-term cycle of business operations.
  - 3.4.2. **Tight Security:** hosting systems for multiple organisations implies that providers must have tight security measures in place to ensure that their customers’ infrastructures are constantly protected from potential security

breaches and the prevalent global cyber-crime. This is one of the benefits for PIC as a Financial Services' entity. It should be noted that the successful bidder will not be expected to provide information security services as this is currently out of scope and will be covered in a separate procurement process.

3.4.3. **Support for Business Continuity:** The Datacentre and Converged Infrastructure services must provide consolidated disaster recovery infrastructure with readily accessible (from anywhere) and up-to-date business information. The result: quick recovery in the event of a disaster at the primary data centres and/or PIC office.

3.4.4. **Cost savings:** PIC is expecting a cost reduction in its infrastructure as well of management thereof. PIC will no longer have the direct responsibility of ensuring uptime, maintaining hardware and networking equipment, or replacing old equipment. The flexible capacity through “pay-as- you-go” (via OpEx) arrangements provides significant cost savings;

3.4.5. **Focus on PIC business growth:** time, money and energy spent making technology decisions and staff managing and maintaining outdated infrastructure technology is time not spent on business growth. By moving to an outsourced Datacentre and Converged Infrastructure Services, PIC's IT Team can concentrate its time and resources where they belong i.e. developing innovations in applications and business solutions.

3.5. The scope of work for the Datacentre and Converged Infrastructure services comprises of the following services, across all IT environments (i.e. Production; Disaster Recovery, Quality Assurance (including Testing) and Development environments):

3.5.1. Datacenter Networking;

3.5.2. Converged Infrastructure (On Premise/Dedicated);

3.5.3. Backup and Recovery

3.5.4. Web Hosting (e.g. PIC website)

3.5.5. Migration/Transition implementation; and

3.5.6. Datacenter and Converged Infrastructure Management, Support and Maintenance.

3.6. The following aspects of PIC IT Infrastructure are out of scope for this RFP:

- 3.7.1. Service Desk;
- 3.7.2. User Identity Management;
- 3.7.3. Print Services;
- 3.7.4. End-user Devices (Desktops and Laptops);
- 3.7.5. Information Security; and
- 3.7.6. Telephony and Video Conferencing.

#### 4 DESIRED (TO-BE) INFRASTRUCTURE TECHNOLOGY

The PIC requires Datacenter and Converged Infrastructure Services which will fully replace the current infrastructure technologies as well as management services thereof. Importantly, the Datacenter and Converged Infrastructure offering is expected to enable all business processes and solutions which will be delivered in line with the 5-Year IT and Business Strategy. This Datacenter and Converged Infrastructure offering must be cost-effective, flexible and reliable and highly secure as required for PIC business digitisation.

The diagram below describes the envisioned high-level infrastructure as a service scope for the PIC.

##### PIC Datacentre and Converged Infrastructure

| In scope services   | Out of scope  |
|---|---|
| <ul style="list-style-type: none"> <li>• Datacentre Facilities (Inclusive of in DC networking)</li> </ul> | <ul style="list-style-type: none"> <li>• End user computing</li> </ul>                        |
| <ul style="list-style-type: none"> <li>• Compute(Server Infrastructure)</li> </ul>                        | <ul style="list-style-type: none"> <li>• Service Desk Services</li> </ul>                     |
| <ul style="list-style-type: none"> <li>• Storage Infrastructure</li> </ul>                                | <ul style="list-style-type: none"> <li>• User Identity Management</li> </ul>                  |
| <ul style="list-style-type: none"> <li>• Backup &amp; Recovery</li> </ul>                                 | <ul style="list-style-type: none"> <li>• Print Services</li> </ul>                            |
|   | <ul style="list-style-type: none"> <li>• Telephony and Video Conferencing Services</li> </ul> |
|   | <ul style="list-style-type: none"> <li>• Information Security</li> </ul>                      |

As illustrated in the table above, the Datacentre and Converged Infrastructure offering is expected to fully replace the current infrastructure hosting and technologies within the envisaged 5-year period.

- 5.1 **Data centers** (including PIC office based DCs): to be hosted, managed (including secured) by the successful bidder. Physical and Logical controls to be at a standard which is acceptable to the PIC. The preferred classification for PIC data centers is Tier III classification, at a minimum. The Production and DR environments should be linked based on an active-active mode.
- 5.1 **Servers:** All physical and virtual hardware to be owned and managed by the successful bidder. PIC expects the bidder to provide high-availability and related resilient continuity mechanisms. The PIC will continue to own the associated Microsoft licenses as per existing Enterprise Agreement. The Datacenter and Converged Infrastructure provider will be expected to propose a suitable offering for all server operating systems (including UNIX). PIC will remain accountable for all database and application related licenses as well as support and maintenance.
- 5.2 **Storage:** The successful bidder will be expected to cater for current and future storage requirements. Storage quality of service requirements will be defined with the bidder.
- 5.3 **Networking (Datacenter & Converged Infrastructure):** The successful bidder will be responsible for installation and management of all connectivity (including cabling) within the Datacenter and the Converge Infrastructure.
- 5.4 **Backup & Recovery:** The successful bidder will be expected to provide end-to-end backup (including compression and de-duplication) and recovery media as well as the related services (including system and data replication to alternate data centers/s or DR). Currently the PIC's backup retention strategy does not allow rotation of media. However, the PIC expects to work with the successful bidder to put in place a cost effective retention strategy in line with PIC Records Management guidelines.

## 5 ADDITIONAL DATACENTER AND CONVERGED INFRASTRUCTURE SERVICES

In addition, the following services are required as part of the Datacenter and

Converged Infrastructure adoption at the PIC:

## **6.1 PIC Assessment and Migration/Transition Implementation**

The successful bidder will be accountable for the assessment, provision of PIC relevant recommendations and migration of the current PIC infrastructure landscape to the Datacenter and Converged Infrastructure offering. In addition, the bidder is expected to lead the transitioning programme (including change management and risk management) as well as to ensure stability and continuity of IT services. PIC will work with the successful bidder to ascertain readiness and the related roadmap for business applications.

## **6.2 Datacenter and Converged Infrastructure Management, Support and Maintenance**

The Bidder must provide 24/7 management services as outlined below:

- 6.2.1 End-to-end Datacenter and Converged Infrastructure management including service reporting, monitoring, deployment and on-demand provisioning;
- 6.2.2 administration and support (remote and onsite via various channels);
- 6.2.3 Support and maintenance; and
- 6.2.4 Self Service interface/portal for PIC visibility.

The successful bidder will be provided with required information on existing license, support and maintenance agreements.

## **6 OTHER DATACENTER AND CONVERGED INFRASTRUCTURE CONSIDERATIONS**

### **7.1 Trade-in / Buy back**

The successful bidder will be expected to provide options for off-loading existing PIC owned hardware infrastructure (e.g. servers, storage, network equipment, etc.) and any software licenses that may form part of the Datacentre and Converged Infrastructure provisioning.

## **7.2 Scalability options**

The successful bidder will be expected to provide flexible scalability (i.e. on-demand) with options to change capacity within periods such as an hour, day, week or month.

## **7.3 Location of Data centers and type of cloud offering**

The successful bidder will be expected to provision data centres (including PIC data) within the borders of South Africa. Additionally, the bidder must render public, private and hybrid cloud offerings which the PIC will select from in accordance to the criticality of business supporting processes and solutions.

## **7.4 Reporting**

The successful bidder must provide the following:

- 7.5.1 Monthly and ad-hoc reports on performance and management of Datacenter and Converged Infrastructure Services.
- 7.5.2 Annual Review: The bidder shall cooperate with PIC for the production of annual performance review reporting (e.g. performance, infrastructure capacity management, availability, financial / billing management, incident & problem management, etc.), no later than four (4) weeks after the end of the annual anniversary of the contract award date.
- 7.5.3 Instant notification in the event of any security breach or priority 1 incident in the data center.

## **7.5 Service Consumption and Billing**

The successful bidder will be expected to provide a monitoring portal that allows the PIC to measure services consumption in near real-time; additionally, PIC should be able to set thresholds and get notifications pre- and post- exceeding them.

## **7.6 Business Continuity**

The successful bidder is expected to follow the Business Continuity processes as per guidelines and policies defined by PIC. Additionally, the winning bidder's Disaster Recovery Plan will have to integrate with business continuity plans across PIC; the DR plans will be tested, reviewed and agreed as per contractual terms.

## **7.7 User Satisfaction Survey**

The successful Bidder shall cooperate with PIC to conduct Satisfaction Surveys at mutually agreed intervals to measure user satisfaction with the support and delivery of the services at all levels of the organisation.

# **7 CLIENT REFERENCES**

Bidders must provide a list of contactable clients references of companies where similar work have been successfully delivered within the last 5 (five) years. Bidders must include reference letters from clients; the PIC has included **Annexure B** to be completed by bidders selected clients.

The PIC may use the references provided as a basis for which client sites will be visited. For shortlisted bidders, the PIC may require assistance to arrange site visits. 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 Datacenter and Converged Infrastructure services provided.

## 8 SERVICE MANAGEMENT

The bidder will be required to enter into a Service Level Agreement with PIC for the scope of work detailed in this RFP, for a period of 5 years stipulating but not limited to the following:

- 9.1 Relationship Management Model and Activities;
- 9.2 Service Levels: Service Priority Levels and associated Turnaround times;
- 9.3 Service credit methodology in case of a Service Level Breach; and
- 9.4 Sample Service Level Reporting.

## 9 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

Compliance to administrative requirements

Minimum functional requirement

Technical Functional Requirement (100 points). Bidders, 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. (Bidders 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).

**NOTE: Failure to comply with all the mandatory requirements shall lead to disqualification.**

## 10 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.
- BBBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for BEE).
- EME's and QSE's –sworn Affidavit
- Signed and completed declaration of interest document
- Signed and completed SBD 1 – Invitation to Bid document
- Signed and completed Company Information document
- Latest audited Financial statements
- 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 pricing quotation.
- All documents should be indexed, clearly marked with bid number.
- Technical and administrative requirements 1 original and 4 copies. Financial 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.**

## 11 MINIMUM TECHNICAL REQUIREMENTS

The bidder is required to have a minimum of Tier 3 certified datacenter.

## 12 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      |
|---|-----------------|
| <p><b>12.1 Programme Management</b></p> <p><b>Elements:</b> Submission by bidder must include an adequate and clear plan on programme management (including assessment, migration and implementation) of Datacenter and Converged Infrastructure Services transitioning at the PIC.</p> <p>The proposed programme management plan must include details on the following:</p> <ul style="list-style-type: none"> <li>• <b>Programme Methodology</b> (including Programme Management &amp; Governance, Change Management and Risk Management)</li> <li>• <b>PIC services offering Readiness Assessment</b> (with recommendations)</li> <li>• <b>PIC services Roadmap</b></li> <li>• <b>Implementation Plan</b> (including migration)</li> <li>• <b>Post Implementation</b> - stabilisation, service delivery and support (including managed services life cycle)</li> </ul> | <p><b>5</b></p> |

| Technical / Functional Criteria  | Weightings            |                       |            |            |                                |                                |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <p data-bbox="193 443 1217 638"><b>12.2 Programme Manager / Technical Lead – Years of experience in offering Datacentres and Converged Infrastructure related programmes (transitioning organisations from on premise to managed cloud offerings)</b></p> <p data-bbox="193 696 1217 884">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 Datacenter and Converged Infrastructure Services programmes as per scoring matrix below. If less than 5 years ‘experience, no score will be awarded.</p> <p data-bbox="193 947 1217 1182"><b>Please provide a copy of the C.V. of the Programme Manager / Technical Lead who will be responsible for the PIC Datacentres and Converged Infrastructure 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</b></p> <table border="1" data-bbox="209 1198 1204 1563"> <thead> <tr> <th data-bbox="209 1198 320 1350">Client</th> <th data-bbox="320 1198 531 1350">Programme Implemented</th> <th data-bbox="531 1198 667 1350">Budget</th> <th data-bbox="667 1198 778 1350">Start Date</th> <th data-bbox="778 1198 890 1350">End Date</th> <th data-bbox="890 1198 1062 1350">Relevance to Service Offerings</th> <th data-bbox="1062 1198 1204 1350">Client Contact Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Client                | Programme Implemented | Budget     | Start Date | End Date                       | Relevance to Service Offerings | Client Contact Details |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <p data-bbox="1217 443 1402 481"><b>10</b></p> |
| Client   | Programme Implemented | Budget                | Start Date | End Date   | Relevance to Service Offerings | Client Contact Details         |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Technical / Functional Criteria   | Weightings       |
|---|------------------|
| <p><b>12.3 Company Experience (References)</b></p> <p>Please provide <b>A MINIMUM</b> of three (3) recent (not older than 6 months) attestation letters from the respective customers on the letterheads <b>CONFIRMING IMPLEMENTATION of the PIC Datacenter and Converged Infrastructure Scope Services.</b></p> <p>The letters <b>MUST INCLUDE</b> the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.)</p> <p><b>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.</b></p> | <p><b>10</b></p> |

| Technical / Functional Criteria  | Weightings                         |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
|--|------------------------------------|---------------------|---------------------|-------------|----|--|---|----|--|---------|----|--|---------------------|----|--|---------|----|--|------------------|
| <p><b>12.4 Compliance to the PIC Datacenter and Converged Infrastructure scope</b></p> <p><b>Bidders must illustrate current capability and capacity to meet PIC Datacenter and Converged Infrastructure requirements (refer to Section 5: Desired (To-Be) Datacentre &amp; Converged Infrastructure); plus, bidders must illustrate their future growth plans:</b></p> <table border="1" data-bbox="209 837 1217 1317"> <thead> <tr> <th data-bbox="209 837 592 936">Datacentres &amp; Converged Scope Item</th> <th data-bbox="592 837 759 936">Weight</th> <th data-bbox="759 837 1217 936">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 936 592 1010">Datacentres</td> <td data-bbox="592 936 759 1010">15</td> <td data-bbox="759 936 1217 1010"></td> </tr> <tr> <td data-bbox="209 1010 592 1108">Networking:(Datacentres &amp; converged Infrastructure)</td> <td data-bbox="592 1010 759 1108">10</td> <td data-bbox="759 1010 1217 1108"></td> </tr> <tr> <td data-bbox="209 1108 592 1182">Servers</td> <td data-bbox="592 1108 759 1182">10</td> <td data-bbox="759 1108 1217 1182"></td> </tr> <tr> <td data-bbox="209 1182 592 1256">Backup and Recovery</td> <td data-bbox="592 1182 759 1256">10</td> <td data-bbox="759 1182 1217 1256"></td> </tr> <tr> <td data-bbox="209 1256 592 1317">Storage</td> <td data-bbox="592 1256 759 1317">10</td> <td data-bbox="759 1256 1217 1317"></td> </tr> </tbody> </table> <p><b>The Bidder must provide the above table as an attachment to the RFP response to the PIC Datacentres &amp; Converged Infrastructure requirements. *All value adds must be clearly articulated and referenced as per the table above.</b></p> | Datacentres & Converged Scope Item | Weight              | Section in Proposal | Datacentres | 15 |  | Networking:(Datacentres & converged Infrastructure) | 10 |  | Servers | 10 |  | Backup and Recovery | 10 |  | Storage | 10 |  | <p><b>70</b></p> |
| Datacentres & Converged Scope Item   | Weight                             | Section in Proposal |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
| Datacentres  | 15                                 |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
| Networking:(Datacentres & converged Infrastructure)  | 10                                 |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
| Servers  | 10                                 |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
| Backup and Recovery  | 10                                 |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |
| Storage  | 10                                 |                     |                     |             |    |  |   |    |  |         |    |  |                     |    |  |         |    |  |                  |

| Technical / Functional Criteria   | Weightings      |
|---|-----------------|
| <p><b>12.5 Service Level Agreement</b></p> <p><b>Bidders must:</b></p> <ul style="list-style-type: none"> <li>• <b>Propose SLAs</b> (including availability, criticality, support type, priority and response levels) for the PIC for each of the Datacenter and Converged Infrastructure services.</li> <li>• Provide historical, preferably third-party, <b>evidence of consistent service delivery within the last 3 years</b>). Refer to Annexure C for completion of the template letter.</li> </ul> | <p><b>5</b></p> |

### 13 PRICING PROPOSAL

Bidders 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 Bidders 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.
- 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.

| <b>PIC Datacenter and Converged Infrastructure</b> | <b>Once-Off Costs (e.g. Transitioning and Implementation services)</b> | <b>Monthly Maintenance &amp; Support</b> | <b>Monthly Fee</b> | <b>Sub-Totals</b> | <b>Explain Basis for Total Monthly Fee / Comments</b> |
|--|--|--|--------------------|-------------------|---|
| <b>Data centers</b>                                |  |  |                    |                   |   |
| <b>Converged Server Hardware</b>                   |  |  |                    |                   |   |
| <b>Storage Hardware</b>                            |  |  |                    |                   |   |
| <b>Backup &amp; Recovery</b>                       |  |  |                    |                   |   |
| <b>Other (add a row for each category)</b>         |  |  |                    |                   |   |
| <b>TOTALS:</b>                                     |  |  |                    |                   | N/A   |

## 14 PROPOSED RESPONSES FORMAT

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

| Reference         | Title                                 | Guideline   |
|-------------------|---------------------------------------|---|
| <b>Section 1</b>  | Cover letter                          | Brief company background, services and expertise, contact name and details of delegate authorized to make representations for the organization.                               |
| <b>Section 2</b>  | Understanding of the PIC Requirements | Outline your understanding of the PIC Request for Proposal  |
| <b>Section 4</b>  | Scope of Work                         | Respond and cover all items presented for Datacenter and Converged Infrastructure Services.   |
| <b>Section 5</b>  | Programme Management Services         | Respond and cover on how the project will be approached and planned.  |
| <b>Section 6</b>  | Bidder Experience                     | Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project. |
| <b>Section 7</b>  | Client References                     | Provide a summary of client references  |
| <b>Section 9</b>  | Service Management                    | Should cover the proposed SLA, support and maintenance plan for a period of 5 years   |
| <b>Section 13</b> | Pricing Proposal                      | Cover all costs in detail as per pricing proposal details   |

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

All bidders 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 in terms of the 80/20 preference system will be added to the points scored for % black ownership and % of black Executive Management.
- 15.8 Points scored will be rounded off to the nearest two decimal places.
- 15.9 The Bidder who scored the highest point will be awarded the bid.
- 15.10 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.
- 15.11 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.
- 15.12 Should two or more bidders be equal in all respects, the award shall be decided by the drawing of lots.

**15 CONDITIONS**

16.1 Joint Ventures / Consortiums

(Preference will be given to bidders who forms or already has existing Joint Venture/Consortium agreements in place.)

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. Bidders must clearly indicate compliance or non-compliance with specification/Terms of Reference.

16.3.2 Bidders 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 Cancellation of Bid

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.

16.4.2 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](mailto:tenders@pic.gov.za) .

#### 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 bidders 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. 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.

#### 16.8 Presentations

The PIC will require presentations at a stipulated date and time from short-listed bidders 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

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

**17 PART A**

**SBD 1**

**INVITATION TO BID**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION |  |               |   |                               |          |
|---|--|---------------|---|-------------------------------|----------|
| BID NUMBER:   | PIC 010/18   | CLOSING DATE: | 5 December 2018                         | CLOSING TIME:                 | 11:00 AM |
| DESCRIPTION   | APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SECURITY OPERATIONS CENTRE (SOC) SERVICE (24X7) 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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes<br><br><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<br><br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[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 |
| <p><b>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.</b></p> |  |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.</b>  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.   |
| 2.2 BIDDERS 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 BIDDERS 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<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

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

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars:

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

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

2.10.1 If so, furnish particulars:

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

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

2.11.1 If so, furnish particulars:

.....

.....  
.....

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

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

**DECLARATION**

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

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

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

.....

.....  
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:**

|  |  |
|--|--|
|  |  |
|--|--|

|                     |                     |
|---------------------|---------------------|
|                     |                     |
|                     |                     |
|                     |                     |
|                     |                     |
| <b>Postal Code:</b> | <b>Postal Code:</b> |

**5. Contact Details**

|                            |  |
|----------------------------|--|
| <b>Contact Name</b>        |  |
| <b>Contact Number</b>      |  |
| <b>Cell Number</b>         |  |
| <b>Email Address</b>       |  |
| <b>Alternative Contact</b> |  |
| <b>Email Address</b>       |  |
| <b>Contact Number</b>      |  |

**6. Company Information**

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

**7. Banking Details**

|                                |  |
|--------------------------------|--|
| Banker:                        |  |
| Auditor:                       |  |
| Year of Establishment:         |  |
| Registration number of entity: |  |

|         |  |
|---------|--|
| Sector: |  |
|---------|--|

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

**8. Tax Registration Details:**

|                              |  |
|------------------------------|--|
| Income Tax Reference Number: |  |
| VAT Registration Number:     |  |
| PAYE Registration Number:    |  |

**9. List of Shareholders:**

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

\* CIPC Documents must be attached.

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

*Please tick the relevant box(es):*

| STATUS   | INDICATION               |
|--|--------------------------|
| The company has been independently verified (assessed / rated / certified)<br><br><i>Please submit the B-BBEE verification certificate.</i>                        | <input type="checkbox"/> |
| 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) | <input type="checkbox"/> |

## 20 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 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



PUBLIC INVESTMENT  
CORPORATION®  
Est. 1911

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

Who warrants his / her authority hereto

For and on behalf of:

\_\_\_\_\_



**ANNEXURE A**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

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

(“PIC”)

AND

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

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

**Excluded confidential information**

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

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

### **Term**

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

### **No Solicit**

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

### **Additional Action**

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

### **Breach**

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

### **Amendments**

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

### **Enforcement**

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

### **Headings**

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

#### **Representations & Warranties**

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

#### **Entire agreement**

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

#### **Governing law**

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

**Submission**

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

**Domicile (Physical Address)**

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

- 29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

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

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

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

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

**Severability**

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

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Signed at                    on this the                    day of                    2018

---

Witness signature.

---

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

---

Print name.

---

Print Name.



---

Date.

---

Date.



Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Witness signature.

\_\_\_\_\_  
Duly authorised representative of

\_\_\_\_\_

\_\_\_\_\_  
Print name.

\_\_\_\_\_  
Print Name.

\_\_\_\_\_  
Date.

\_\_\_\_\_  
Date.