

# **PIC010/18: REQUEST FOR PROPOSAL APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SECURITY OPERATIONS CENTRE (SOC) SERVICES (24X7) 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 the following SOC services:

- Identify information security threat vectors targeting the PIC's infrastructure environment and be able to prevent significant impact or breach through event correlation and swift response.
- Reporting and logging of information security incidents through the use of appropriate ticketing tools.
- Track and monitor the closure of these information security incidents; and escalation of these incidents to appropriate teams/ individuals within PIC when required.

**Compulsory Briefing session:** 13 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.

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 signed by all bidders. The document is attached as Annexure A to the Request For Proposal (RFP) document.

**Closing date for the bid submission: 5 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, 2 nd Floor, Corner Aramist Avenue & Corobay Avenue, Waterkloof Glen Extension 2.**

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

**BID NO (PIC010/2018): REQUEST FOR PROPOSAL  
TO APPOINT A SUITABLY QUALIFIED BIDDER FOR THE  
PROVISION OF SECURITY OPERATIONS CENTRE (SOC)  
SERVICES (24x7) FOR A PERIOD OF FIVE (5 YEARS)**

**Bid Number** : PIC 010/2018  
**Closing Date** : 5 December 2018  
**Closing Time** : 11:00 am  
**Place of Submission** : Public Investment Corporation SOC Ltd  
No 1 Central Square | Menlyn Maine  
Corner Aramist Avenue & Corobay Avenue  
Waterkloof Glen Extension 2  
0181  
PRETORIA

**\* Compulsory Briefing Session: 13 November 2018**

**Briefing Time:** 11:00 am

No 1 Central Square | Menlyn Maine  
Corner Aramist Avenue & Corobay Avenue  
Waterkloof Glen Extension 2  
0181  
PRETORIA

Validity period of bid: 120 days

Non-Disclosure and Confidentiality Agreement (Annexure A) to be signed in order to receive confidential information



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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

## 2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management firm wholly owned by the government of the Republic of South Africa, represented by the Minister of Finance. PIC's clients are mostly public sector entities, which focus on provision of social security. Amongst others, these include the Government Employees Pension Fund, Unemployment Insurance Fund and Compensation Commissioner Fund.

Established in 1911, the PIC ranks amongst the best and 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 assets 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 environment, social and governance issues in all its investments.

### **PIC VISION**

To be the leader in impactful 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**

As part of the PIC Information Security Strategy, the IT department made a decision to invite bids from suitable service providers for the design, implementation and operations of an enterprise-wide Security Operations Centre (SOC) to provide comprehensive information security intelligence and monitoring, around the clock (i.e. 24/7). The selected Bidder will be responsible for providing SOC services and response capabilities for PIC's data centre (DC) at Head Office, PIC's Disaster recover (DR) site as well as PIC Cloud. The DC and DR are connected through an MPLS link. Selected Bidder will also supply and install all required infrastructure for operation of the SOC as per the broad objectives as outlined in this document.

This RFP therefore seeks to identify a suitably experienced Bidder to offer SOC services for the PIC.

## **4 OBJECTIVES**

The main objectives for considering SOC services are:

- **Prompt detection of security threats:** The SOC should be able to identify information security threat vectors targeting the PIC's infrastructure

environment and be able to prevent impact or breach through event correlation and swift response.

- **Security incident response management:** reporting and logging of information security incidents through the use of appropriate ticketing tools. Track and monitor the closure of these information security incidents; and escalation of these incidents to appropriate teams/ individuals within PIC when required.

## 5 SCOPE OF WORK

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

1. Supply, install, customise, integrate, migrate, test, and troubleshoot the Security Information and Event Management (SIEM) and other in-scope solutions;
2. Security intelligence services – *explained in detail in section 7*;
3. Analysis and correlation of events in real-time for 24/7 threat detection;
4. Review of correlated events by SOC Analysts (Level 1); and
5. Incident alert – when a confirmed incident/threat is detected, the SOC Analyst will notify the IT Security Team at PIC within an agreed SLA with threat details and recommended actions for incident resolution.

## 6 PROPOSED SOLUTION REQUIREMENTS

The proposed SOC service offering is expected to meet the following requirements:

- 6.1 **Cloud-based Architecture:** Cloud-based SOC delivered through a subscription service. The log event collectors should be placed inside the PIC network and then uploaded to the cloud-based SOC platform for analysis.
- 6.2 **Built-in Storage and Retention:** Scalable and built-in storage that can store security events online (*for at least 180 days*), log backups and archives as per PIC's policy requirements, and applicable legal/statutory requirements. The Bidder is responsible for sizing the storage adequately based on the events per second (EPS)

estimate (*or other preferred measures*) given for PIC in the detailed scope of work (i.e. during contracting). The storage should have “Write Once Read Many (WORM)” / Encryption/ Index and Search/ Retention and Disposal functionality.

- 6.3 **Customisable Rule Engine:** The management portal should offer some high level of customisation in order to meet PIC’s unique requirements. While PIC is relatively midsized in terms of infrastructure, it is quite complex in terms of its business applications. As such, it has unique customisation needs.
- 6.4 **Ticketing System:** Logging of information security incidents through the use of a ticketing system that can preferably integrate with other ITIL based IT Service Management products (e.g. ServiceNow, BMC Remedy, etc.). PIC uses Microsoft Service Manager.
- 6.5 **Continuous Improvement:** Perform on-going optimisation, performance tuning, and maintenance. Configure additional use cases, and suggest improvements as a continuous improvement process.
- 6.6 **Security Intelligence:** The following security intelligence services are expected from the successful Bidder:
- Track and advise PIC about new global security threats and vulnerabilities. The advisories shall be customised to suit the PIC’s information security infrastructure.
  - The Bidder shall advise upgrades/ changes in the security infrastructure of the PIC against evolving threats and responsibilities. Onsite team shall track impact of new vulnerabilities and threats on PIC’s assets.
  - The Bidder shall also advise and coordinate in implementation of controls to mitigate new threats.
  - The Bidder shall guide and recommend PIC with regards to any change required in the existing infrastructure of PIC for deployment of new application and services, which can have security implication PIC, e.g. changing of rule in Firewall, IPS, IDS, and application/ server configurations etc.
  - The Bidder shall be expected to have access to and track leading security databases such as NIST, OEM sites, CERT-IN, OWASP, OVAL, CVE, Anti-virus vendors, National Vulnerability Database, and SANS etc.

## 7 ADDITIONAL SOC SERVICES

In addition, the following services are required as part of the SOC services at the PIC:

### 7.1 PIC Assessment, Integration and/or Migration of Existing SOC components

The successful bidder will be accountable for the assessment, provision of PIC relevant recommendations and migration/integration of the current SOC components (i.e. SIEM and Log Manager) to the new SOC service offering in an effort to provide a single dashboard view of security incidents.

### 7.2 SOC Management, Monitoring, Support and Maintenance

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

- End-to-end SOC management including service reporting, deployment and on-demand provisioning;
- SOC administration and support (remote and onsite via various channels);
- Support and maintenance; and
- 24/7 monitoring of correlated alerts on LED display or other preferred screens maintained at the SOC. One or two LED displays will be placed at the PIC premises. The costs for the procurement of all LED displays will be covered by the successful Bidder.

### 7.3 Forensic Investigation

The assistance required by PIC on cyber forensic investigations, includes, *inter-alia*:

- Coordination with PIC's IT Security team to contain a fraud incident and to restore services; and
- Provide effective remedial solution of intricacies related to digital forensic investigation of crime and assist in proper dispensation of justice.

## 8 OTHER SOC SERVICE CONSIDERATIONS

### 8.1 Training

The successful bidder will be expected to provide training to the identified PIC personnel/ SOC team on the product architecture, functionality and the solution design – *to be provided before the implementation of solution.*

The successful bidder will also be expected to provide hands-on training to the PIC personnel/ SOC team (4 resources) on ruleset configuration, alert monitoring, etc. - *post implementation*.

## **8.2 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. For instance, should PIC's demands exceed the agreed EPS threshold, the SOC service should not drop any events, but adjust to the new demands.

## **8.3 Compliance with Regulations and PIC Prescripts**

The successful bidder will be expected to be certified in at least one of the following:

- ISO27001; or
- CSA STAR.

## **8.4 Reporting and Dashboard**

The successful bidder must provide the following:

- Monthly and ad-hoc review on performance and management of SOC.
- 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.

## **8.5 Service Consumption and Billing**

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

## 9 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.

For shortlisted bidders, the PIC may require assistance to arrange site visits to some of their references. References details must include the following:

- The name of the entity, contact person, designation of contact, contact number, contract value and date; and
- Reference letter from client confirming the SOC services provided.

## 10 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:

- Relationship Management Model and Activities;
- Service Levels: Service Priority/Severity Levels and associated Turnaround times;
- Service credit methodology in case of a Service Level Breach; and
- Sample Service Level Reporting as detailed in section 9.4

## 11 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- Compliance to administrative requirements
- Functional Requirement (100 points). Bidders, who score below 70 points, will not go through to the next level of evaluations. Presentations and site visits will form part of the technical evaluation. (Bidders who score 70 or more points out of 100 points allocated at technical evaluation may be subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).

- Price and BEE Evaluations (80/20 points).

### **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.**

Given the complexity of the solution and the critical nature of the PIC's business, PIC would prefer to contract on the basis of the following criteria.

The preferred Bidder:

- Must be able to deliver the full breadth of services as defined in the SOW;
- Must show a high level of maturity and discipline in its approach, methodology, processes and standards;
- Must be able to provide present reference sites of similar scale and complexity;
- The solution must make extensive use of South African based resources and skills in delivering the solution; and
- Must be prepared to engage as a Partner of PIC and hence share in the Risk.

## 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
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<p><b>14.1 Programme Management</b></p> <p><b>Elements:</b> Submission by bidder must include an adequate and clear plan on programme management (including assessment, migration/integration and implementation) of SOC services 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 SOC Readiness Assessment</b> (with recommendations)</li> <li>• <b>PIC SOC Roadmap</b></li> <li>• <b>Implementation Plan</b> (including integration)</li> <li>• <b>Post Implementation</b> - stabilisation, service delivery and support (including managed services life cycle)</li> </ul>	<p><b>10</b></p>
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Technical / Functional Criteria	Weightings																						
<p><b>14.2 Compliance to the PIC Solution Requirements (i.e. section 6, 7 and 8 above)</b></p> <p><b>Bidders must illustrate current capability and capacity to meet PIC SOC Solution Requirements (refer to Sections 6, 7 and 8 above); plus, bidders must illustrate their future growth plans:</b></p> <p><b>(Failure to meet the minimum score of 70% for this criteria will result in the bidder being disqualified from further evaluation)</b></p> <table border="1" data-bbox="209 786 1043 1518"> <thead> <tr> <th>SOC Solution Requirement</th> <th>Section in Proposal</th> </tr> </thead> <tbody> <tr> <td>Cloud-based Architecture</td> <td>6.1</td> </tr> <tr> <td>Built-in Storage</td> <td>6.2</td> </tr> <tr> <td>Customisable Rule Engine</td> <td>6.3</td> </tr> <tr> <td>Ticketing System</td> <td>6.4</td> </tr> <tr> <td>Continuous Improvement</td> <td>6.5</td> </tr> <tr> <td>Security Intelligence</td> <td>6.6</td> </tr> <tr> <td>Security Monitoring</td> <td>7.2</td> </tr> <tr> <td>Forensic Investigation</td> <td>7.3</td> </tr> <tr> <td>Scalability Options</td> <td>8.2</td> </tr> <tr> <td>Reporting and Dashboard</td> <td>8.4</td> </tr> </tbody> </table> <p><b>The Bidder must provide the above table as an attachment to the RFP response to the PIC SOC requirements. *All value adds must be clearly articulated and referenced as per the table above.</b></p>	SOC Solution Requirement	Section in Proposal	Cloud-based Architecture	6.1	Built-in Storage	6.2	Customisable Rule Engine	6.3	Ticketing System	6.4	Continuous Improvement	6.5	Security Intelligence	6.6	Security Monitoring	7.2	Forensic Investigation	7.3	Scalability Options	8.2	Reporting and Dashboard	8.4	<p style="text-align: center;"><b>80</b></p>
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Technical / Functional Criteria	Weightings
<p><b>14.3 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 PIC SOC requirements.</li> <li>• Provide historical, preferably third-party, <b>evidence of consistent service delivery within the last 3 years</b></li> </ul>	<p><b>10</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 excluding VAT. Pricing should be in alignment with the National Treasury.
- 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 SOC Component &amp; Management</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>SOC Solution Design</b>					
<b>Event Log Collectors</b>					
<b>Storage Hardware</b>					
<b>SOC Implementation</b>					
<b>Incident Response</b>					
<b>Log Management and Monitoring</b>					
<b>Ruleset Customisation</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 SOC requirements (with particular reference to sections 7, 8 and 9).
<b>Section 5</b>	Project Management Services	Respond and cover on how the project will be approached and planned.
<b>Section 6</b>	Bidder Experience	Provide summary of the company's experience in the nature of the services required and staff compliment and CV details/experience of the team to be assigned to this project.
<b>Section 7</b>	Client References	Provide a summary of client references
<b>Section 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

## 15. Other requirements

15.1 Given the complexity of the solution and the critical nature of the PIC's business, PIC would prefer to contract on the basis of the following criteria.

The preferred Bidder:

- Must be able to deliver the full breadth of services as defined in the SOW;
- Must show a high level of maturity and discipline in its approach, methodology, processes and standards;
- Must be able to provide present reference sites of similar scale and complexity;
- The solution must make extensive use of South African based resources and skills in delivering the solution; and
- Must be prepared to engage as a Partner of PIC and hence share in the Risk.

### 15.2 **Phase 3: PPPFA Evaluations**

15.4.1.3 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

### 15.6.3 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.
- 15.9 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.

## 16. 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 3 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

16.11.1. 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.

16.11.2. Key contractual principles that successful bidders must accept in the final contract are as follows:

##### 16.11.2.1. Duration

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

##### 16.11.2.2. 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.

16.11.2.3. Ownership of Data

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

16.11.2.4. Termination of Convenience

PIC requires a clause addressing termination of convenience

16.11.2.5. 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.

16.11.2.6. 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;

#### 16.11.2.7. 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.

#### 16.11.2.8 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 cooperate fully with the PIC to ensure an orderly migration of the Services to the PIC or, at the PIC's request, a new supplier (an **Orderly Migration**). Without limiting the foregoing, the PIC shall be entitled to require the Supplier to continue to provide the Services for up to **[6 (six)]** months after the effective date of the termination of this Agreement on the same payment terms if, in the opinion of the PIC, such continuation is required in order to allow for an Orderly Migration. Co-operation by the Supplier shall include (without limitation), at the PIC's election, the provision by the Supplier of such personnel, equipment, resources, software, documentation, training and consultancy as may reasonably be required to enable an Orderly Migration and the return of the PIC's data in the manner, timeframes and a form and format specified by the PIC.

**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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	



## 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.

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 Reference Number	Tax State Number	Employee / Personal Number

**DECLARATION**

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



## 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)  <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>(i.e. verification to be completed within a maximum of 2 months)</i>	<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

---

(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.

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

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

\_\_\_\_\_  
Signature

Duly authorised representative of

Public Investment Corporation SOC Limited



---

Print name.

---

Date.

---

Print Name.

---

Date.



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

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

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

\_\_\_\_\_

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

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

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

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