



PUBLIC INVESTMENT
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REQUEST FOR PROPOSAL: PIC006/2024

APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE PROVISION AND IMPLEMENTATION OF AN ENTERPRISE PROJECT MANAGEMENT SOLUTION AND THE MAINTENANCE AND SUPPORT OF THE SOLUTION FOR A PERIOD OF FIVE YEARS.

Reference Number : PIC 006/2024
Closing Date : 13 January 2025
Closing Time : 11:00 AM (GMT+2 hours)

A Virtual Non-Compulsory Briefing session will be held on **3 December 2024** at 11:00 AM (GMT + 2 hours). Interested Service Providers need to forward an email to tenders@pic.gov.za on or before **2 December 2024, 17:00**. A Teams link will be forwarded to Service Providers upon receipt of the request. The reference number must be quoted in all correspondence.

Access to documents : www.pic.gov.za/pic/tenders/corporate-procurement

The RFP Document will be available on the PIC website from

Queries: tenders@pic.gov.za. Reference number to be quoted in all correspondence.

REQUEST FOR PROPOSAL 2024

BID REFERENCE NUMBER:	PIC006/2024
BID DESCRIPTION:	Appointment of a suitably qualified service provider for the provision and implementation of an Enterprise Project Management Solution and the maintenance and support of the solution for a period of five years.
PIC WEBSITE:	www.pic.gov.za
CLOSING DATE:	13 January 2025
CLOSING TIME:	11:00 AM (GMT + 2 hours)
VALIDITY PERIOD:	180 days
SUBMISSION DETAILS:	Bidders to submit proposals electronically to tenders@pic.gov.za (size up to 10mb, One Drive (dependant on the bidder) or We Transfer (up to 2GB). RFP number to be quoted (PIC006/2024) in all correspondence.
SUBMISSION REQUIREMENTS	a. Bidders are required to submit their proposal on time. b. All documents should be uploaded electronically.
BRIEFING SESSION:	a. A virtual briefing session will be held on 3 December 2024 at 11:00am. b. Bidders are to send an electronic notification to tenders@pic.gov.za to be invited to the briefing session by latest 17:00 PM on 2 December 2024 to be registered for the briefing session. A Teams Meeting Invitation will be forwarded to all interested Service Providers.

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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;
- 1.10 **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;

- 1.11 **PPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.12 **SANAS** means the South African National Accreditation System;
- 1.13 **CAB** means Change Advisory Board;
- 1.14 **CAD** means Computer-Aided Design;
- 1.15 **CSV** means Comma Separated Values;
- 1.16 **DDD** means Domain-Driven Design;
- 1.17 **DDoS** attack means Distributed Denial-of-Service attack;
- 1.18 **DRMS** means Document and Record Management System;
- 1.19 **ECT Act** means Electronic Communications Act;
- 1.20 **EPMS** means Enterprise Project Management System;
- 1.21 **GIS** means Geographical Information System;
- 1.22 **ISO 27001** refers to a specification for an Information Security Management System (ISMS);
- 1.23 **IT** means Information Technology;
- 1.24 **KPI** means Key Performance Indicator;
- 1.25 **MoSCoW** means a prioritization technique for managing requirements. The acronym, MoSCoW, stands for 4 different categories of initiatives, which includes: must-haves, should-haves, could-haves, and want to have;
- 1.26 **OCR** means Optical Character Recognition;
- 1.27 **OWASP** means Open Web Application Security Project;
- 1.28 **PAIA** means Promotion of Access to Information Act;
- 1.29 **PIC** means Public Investment Corporation;
- 1.30 **PMO** means Project Management Office;
- 1.31 **POPI** means Protection of Personal Information;
- 1.32 **POPIA** means Protection of Personal Information Act;
- 1.33 **RC File** means Run Commands File;
- 1.34 **SaaS** means Software as a Service;
- 1.35 **Scrum** refers to Scrum in Agile is a process that allows software development teams to focus on delivering business values in shortest time by rapidly and repeatedly inspecting actual working software;
- 1.36 **SLA** means Service Level Agreement;

- 1.37 **SOC 2** means Service Organisation Controls 2. The SOC 2 reporting standard is an Audit opinion report over internal controls related to Information Technology. It is based around the Trust Principles of Security, Availability, Integrity of processing, Confidentiality and Privacy;
- 1.38 **SOA** means Support Service-Oriented Architecture;
- 1.39 **SOPS** means Standard Operating Procedures;
- 1.30 **SQL** means Structured Query Language;
- 1.31 **TDD** means Test-Driven Development.

2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance.

The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF) and Compensation Fund.

Established in 1911, the PIC ranks amongst the best and most successful asset management firms in the world and is by far the biggest in Africa. The PIC runs one of the most diversified portfolios, which is made-up of multiple asset classes. These asset classes include listed equities, real estate, capital market, private equity, and impact investing. Through listed investments, the PIC controls over 10% of the Johannesburg Stock Exchange and has direct and indirect exposure to almost all sectors of the South African economy. The corporation has a mandate to invest in the rest of the African continent and beyond. Over and above generating financial returns for clients, through its impact-investing programme, the PIC seeks to generate social returns by investing in projects that ensure inclusive growth. The PIC supports the United Nations' Sustainable Development Goals and considers environmental, social and governance issues in all its investments.

The PIC manages assets exceeding R2 trillion; and as the leader in the Asset Management industry, it thrives to meet and exceed its clients' expectations.

3 BACKGROUND

- 3.1. The PIC has a Digital and IT strategy that drives the project portfolio and related product delivery. To successfully achieve this, the PIC requires the use of Information Technology (IT) solutions to enable seamless product delivery processes and related digital business changes.
- 3.2. The Project Management Office (PMO), which forms part of the PIC's Information Technology division, is currently in the process of procuring an Enterprise Project Management System (EPMS) that will assist in driving Project Management activities in

a project. Currently, the PMO team is manually administering their product delivery. This has become cumbersome with the increased number of products and would like to automate some of the manual tasks.

3.3. The system should have the ability to achieve the following:

- a. Ability to manage Epics, User Stories, Product Backlog, Sprints and Sprint Backlog using Agile methodology
- b. Capacity and human resource management
- c. Project and work effort management
- d. Project and Program financial management
- e. IT Portfolio Management
- f. Collaboration through the platform, and not limited it to emails and meetings, within defined rules
- g. Consistent application of Quality Management Metrics for product delivery
- h. Demand management
- i. Easy navigation, accessibility and friendly user interface
- j. Security and user management
- k. Provide a central view of the Project Portfolio to relevant stakeholders
- l. Provide central visibility of progress on product delivery to stakeholders
- m. Standardise product delivery tasks using Agile Scrum
- n. Automate manual processes in Enterprise Project Management Office and produce standard report and analytics
- o. Create portfolio and project dashboards

3.4. The PIC has therefore decided to go to the market to identify a suitable solution that will better enable and support the product management processes and functions, automate administrative project management tasks, enable transparency and collaboration between the various teams, and manage project timelines, risks, and costs.

4 PROPOSED RESPONSES FORMAT

For the purpose of ease in evaluating the ***Functionality of bids***, Bidder are required to present their bid documentation under the following headings. Bidder(s) **MUST** annex the response as indicated below:

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

5 SCOPE OF WORK

The scope of work defines the product delivery work activities to be performed, highlighting what deliverables are to be met from the prospective bidder. The bidder is expected to cover the following product categories:

5.1 In Scope

The scope of work defines the product work activities to be performed, highlighting what deliverables are to be met from the prospective bidder. The bidders are expected to cover the following categories:

- Enterprise-Wide Project Management System – the solution should support enterprise-wide project management and have the ability to share and add project specific stakeholders to a specific project dashboard;
- Project Implementation Services;
- Training for different stakeholders;
- Project Management Services;
- Proposal for support and maintenance services.

5.2 Out of scope

The following items will be considered to be out of scope:

Since this request for tender is for a cloud-based solution, the supply of hardware will be out of scope. Service providers should indicate whether proposals are SaaS or will be supported by PIC or the service provider.

6 EVALUATION CRITERIA

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements
- **Phase 2:** Business Requirements
Bidder(s) who score below 70% of the business and technical requirements (section 5) will not proceed to the next level of evaluations. Bidders may at any stage of the evaluation process be requested by the Bid Evaluation Committee to clarify their responses.
- **Phase 3:** Technical Functional Requirements (100 points).
Bidder, who score below 80 points, will not go through to the next level of evaluations.
Presentations and site visits may form part of the technical evaluation. (Bidder who

score 80 or more points out of 100 points allocated at technical evaluation may be subjected to site visits and further evaluated on price and B-BBEE upon confirmation of infrastructure during site visits).

Price and BEE Evaluations (80/20 points).

- **Phase 4: Pricing Proposal**

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

Price and BEE 80/20

7 ADMINISTRATIVE REQUIREMENTS

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

Submission of:

Requirement	Appendix Number	Tick if included ✓
Proof of tax compliance by submitting a valid tax compliance certificate/Proof of CSD registration (CSD number MAAA----		
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 Bidders Disclosure Document		
Signed and completed SBD 1 – Invitation to Bid document.		
Signed and completed Company Information document.		
Audited or independently reviewed financial statements (Management account) not older than 18 months.		
Acceptance of the conditions as stipulated in the bid document.		

Requirement	Appendix Number	Tick if included ✓
Electronical Submission of the bid document and a separate pricing proposal.		
All documents should be indexed, clearly marked with bid number.		
Completion of POPIA consent		

8 ENTERPRISE PROJECT MANAGEMENT SYSTEM BUSINESS REQUIREMENTS

The following business requirements are to be met as part of the procurement of an Enterprise Project Management System at the PIC. The bidder(s) should indicate in their proposal how the proposed solution will address each of the stated business requirements below.

8.1 Business Requirements

The bidder(s) is expected to meet a minimum of 70% of the requirements (Business and Technical) tabled below in order to proceed to the next stage of the evaluation process:

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Planning & Scheduling					
5.1.1.	Ability to produce and maintain a prioritised Product Backlog, Roadmap, with goals and milestones.				
5.1.2.	Create and maintain Epics, User Stories Minimum Viable Product and Gantt charts, (functional and non-functional requirements, including control				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	requirements) start and due dates and ability to sort by value.				
5.1.3.	Issues logs, showing dependencies, and attachments for relevant issues				
5.1.4.	Ability to calculate value for each MVP and prioritise value				
5.1.5.	Create virtual project teams with geographically dispersed members.				
5.1.6.	Create and schedule tasks, with durations, milestones, deadlines and assignee. This should include the scheduling of recurring tasks and milestones.				
Resource Management					
5.1.7.	Tasks, with filters for different views: Per individual, per sprint, per period, per team, per product etc.				
5.1.8.	Analyse resource utilisation and generate capacity reports.				
5.1.9.	Overview of current and upcoming tasks and deliverables for the across products, sprints and teams per resource, team or product.				
5.1.10.	Ability to allow users to build roadmaps for long-term work strategies.				
5.1.11.	Assign team members and allocate resources based on availability and capacity.				
5.1.12.	Ability to assign new work or balance workloads for overloaded team members.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Budget and Cost Management					
5.1.13.	Ability to capture project budget, with cost estimate per milestone				
5.1.14.	Ability to manage, planned and scheduled resources by the cost of usage.				
5.1.15.	Estimate cost: Per release or per milestone; versus actual; per resource				
5.1.16.	Track velocity and burn rate after each sprint.				
Collaboration					
5.1.17.	The project calendars should be managed, shared, and synced with the Microsoft Outlook calendar.				
5.1.18.	Share centralized data, documents, and contacts, with the ability to segregate privileges based on security groups.				
5.1.19.	Virtual workplace and project information should be accessible on any device.				
Task Management					
5.1.20.	Ability to list, assign and prioritize tasks using different criteria, e.g. by date, dependencies.				
5.1.21.	Ability to organize, track and update task lists with status visible to the team.				
5.1.22.	Option to use Scrum boards with tasks, files, and comments in one place.				
5.1.23.	Option of providing a personalised task lists and deadline reminders for individual team members.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.24.	Ability to automated notifications related to the assigned task activities (e.g., new task assigned, task due, etc.).				
5.1.25.	Integration with email to be able to send automated alerts to the assigned team members.				
5.1.26.	Ability to visualize day-to-day tasks and progress across teams and projects.				
5.1.27.	Ability to support the execution of multiple projects on time, quality, and budget.				
Document Management					
5.1.28.	Ability to integrate with document management solutions,Sharepoint and M365				
5.1.29.	Allow secure sharing of files from within all project management and collaboration functions – among a defined set of stakeholders.				
5.1.30.	Ability to enforce the use of standard templates e.g. Minutes; Communication plans; Project plans; Risk Log, Issues log, and Decision logs; Cost and expense tracker, Holiday Calendar, Assumptions, and Impacts; Constraints; Actions/Tasks; Dependencies; Timesheets; Deliverable log; and CAB Checklists.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	The standard templates should be editable and/or exportable.				
5.1.31.	The solution must save documents following a structured file plan, complying with records Management legislation.				
5.1.32.	Have a Scrum board view and time calendar – for planning, scheduling, and task management related functions.				
Monitoring and Reporting					
5.1.33.	Provide real-time, customisable dashboards to assist with monitoring and tracking of all project's statuses, team performance and workloads management.				
5.1.34.	User friendly query builder which applies different views.				
5.1.35.	Ability to display visual metrics on predefined Key Performance Indicators (KPI) – with the use of timelines, charts, and graphs.				
5.1.36.	Performance reports against the project plan, which include: Budget vs Actual; Burn Rate; Path to green etc				
5.1.37.	The solution must have the ability to track projects by upcoming, ongoing, and overdue work.				
5.1.38.	The solution configurable to align with the PIC's Product delivery Methodology.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.39.	Produce product management reports that cascade to different levels for Planning, Tracking and Releasing at different levels . include the following: • Product roadmap • Charter on a page (scope, team members, value proposition, time, budget) • Program Increment Plan • Product Backlog • Agile burndown chart • Sprint Burndown Report (completion of different tasks during a sprint (time vs work left)). • Average age report • Sprint Backlog Report (user stories to be delivering in the next iteration). • Velocity Report (average amount of work the team completes during an iteration). ▪ Speed of delivery per PI. • Iteration comparison report (e.g., comparison against 2 or more iteration in terms of speed of delivery) • Created vs Resolved report • Time Tracking				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	- Cost tracking - Resource costs - User workload - Team dashboard				

Non-functional Requirements

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Information Security & Compliance					
5.1.40.	Ability to use Multi Factor Authentication (MFA) or biometrics part of minimum requirements for authentication.				
5.1.41.	Segregation of duties by assigning role-based access				
5.1.42.	The solution must be protected against the OWASP, DDOS attacks etc				
5.1.43.	Perform regular back-up and disaster recovery facility, in order to restore the data to its original state in the event of a disaster. The cloud data back-up must be able to be testable on regular basis to make sure that the back-ups are working as expected.				
5.1.44.	The service provider should be compliant and provide the PIC with SOC 2 compliance reports on an annual basis.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
5.1.45.	The service providers solution must be compliant with, but not limited to, the following acts: POPI Act. PAIA Act. ECT Act.				
Data Privacy and Integrity					
5.1.46.	The Solution must ensure the privacy of raw or processed data by a way of encryption where in-transit or at rest.				
5.1.47.	The service provider must maintain assurance of the data accuracy, authenticity, and consistency of data over its entire life cycle, and is a critical aspect to the design, implementation and usage of any system which stores, processes, or retrieves data. The system should also have the ability to audit all processing and management activities relating to this function.				
5.1.48.	Capability of safeguarding important information from corruption, compromise, or loss.				
Availability					
Maintainability					
5.1.49.	Bidders to indicate frequency of patches and upgrades.				
Change Management					
5.1.50.	Include change management in the proposals for higher adoption rate.				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
Integrability					
3. Application Management					
The solution is expected to operate on the following minimum solution platforms:					
5.1.51.	- SQL Platform: SQL 2016 Enterprise and above (Preferably the latest version) or Azure services. - Server Platform: Windows Server 2016 and above (Preferably the latest version) or Azure services. - Windows Platform: Windows 11 Enterprise or Azure services.				
The solution is expected to operate on the following PIC hardware including but not limited to:					
5.1.52.	Mobile devices with Apple iOS.				
The solution is expected to operate on the following database standards:					
5.1.53.	The solution must be operational on a structured MS SQL Server database standard.				
The solution must meet the following Application Management requirements:					
5.1.54.	Support the latest development platforms such as .NET and Microsoft.				
5.1.55.	The solution must support the following browsers and applications: - IE 11 or higher - Exchange Online				

#	Description	Comply	Not Compliant	Comments	Ref Page on Proposal
	Azure Active Directory				
5.1.56.	The solution must be cloud-hosted with a user-friendly portal for PIC IT to conduct: - Remote administration & User Management. - Monitoring of overall health of all components.				
5.1.57.	The solution must support API integration, REST API design etc.				

9 FUNCTIONAL REQUIREMENTS

9.1 PROJECT MANAGEMENT SERVICES

The bidder should provide Project Management Services for the full implementation of the solution. The PIC further recognizes the importance of employing the correct delivery model from the onset of the project.

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

The bidder should also provide detailed description of their Project Delivery Framework in sufficient detail to convey to the PIC that it is capable to implement its proposed service on time and on budget. The framework should indicate clear stage gates which require approval and signoff, triggering payment on completion of key milestones.

The PIC expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training, and technical documentation.

The bidder shall clearly specify the proposed approach, methodology and plan for the development and implementation of the Enterprise Project Management System.

As part of the project management services, the bidder(s) is expected provide the following in the proposal:

- **Programme Methodology** (including Programme Management & Governance, Change Management and Risk Management)
- **PIC services offering Readiness Assessment** (with recommendations)
- **Implementation Plan** (including Installation, Configuration, Testing and Deployment)
- **Post Implementation** - stabilisation, service delivery and support (including managed services life cycle)

9.2 CLIENT REFERENCES

The bidder is expected to provide a list of at least **3 (three) contactable client references of companies** where similar services have been successfully implemented and/or supported within the last **5 (five) years** using Agile framework.

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

- 8.1. The name of the entity, contact person, designation of contact, contact number, contract value, and start date.**
- 8.2. Reference letter or list from the client confirming the development and implementation of the Enterprise Project Management System.**

9.3 PROJECT TEAM EXPERIENCE

The Bidder **should** provide a clear summary of the company's staff compliment and detailed experience of the team to be assigned to this project as follows:

- The technical lead assigned for this project must have a **minimum** of 5 years' experience implementing the proposed or similar solutions using Agile framework;
- The technical lead response must include a table with Client, Project Implemented, Project Budget, Project Start and End Dates, Client Contact Details;
- The technical resources should be certified in the solution proposed and evidence of valid certification must be provided;
- The bidder(s) must provide resource for this project who have a **minimum** of 2 years' experience implementing similar solutions;
- CV's and valid solution certifications must be provided for the bidder(s) Technical Lead and project resources who will be assigned to the PIC project;
- The bidder must have additional resources with similar experience as technical lead to cover when one resource is not available in order to reduce key man dependency risk and to enable the need for business continuity.

9.4 SERVICE MANAGEMENT

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

- **Premium support should include the following:**
 - **97% Availability of the Solution**
 - **Service Levels:** Service Priority Levels and associated Turnaround times as follows:

Priority / Severity	Response Turn Around Time	Resolution Turn Around Time
1	Within 4 hours	Within 8 business hours

2	Within 4 hours	Within 8-10business hours
3	Within 4 hours	Within 2 business days

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

10 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 (minimum threshold 70 %):

Technical / Functional Criteria	Weightings
10.1 Programme Management Elements: Submission by bidder must include an adequate and clear plan on programme management (including assessment, and implementation) of the Enterprise Project Management System transitioning at the PIC. The proposed programme management plan must include details on the following: • Programme Methodology (including Programme Management & Governance, Change Management and Risk Management) • Implementation Plan (including Installation, Configuration, Testing and Deployment) • Post Implementation - stabilisation, service delivery and support (including managed services life cycle)	15

Technical / Functional Criteria	Weightings																																			
10.2 Technical Lead – Years of experience in implementing the Enterprise Project Management System The Technical Lead must have a minimum of five (5) years (e.g., from 2012 to 2017) technical lead experience on the implementation of Enterprise Project Management System as per scoring matrix below. Please provide a copy of the C.V. of the Technical Lead who will be responsible for the implementation of the Enterprise Project Management System. In addition, the table below must be completed and included in the bid proposal section with the C.V. <table><tr><th>Client</th><th>Programme Implemented</th><th>Budget</th><th>Start Date</th><th>End Date</th><th>Relevance to Service Offerings</th><th>Client Contact Details</th></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><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																													15
Client	Programme Implemented	Budget	Start Date	End Date	Relevance to Service Offerings	Client Contact Details																														

Technical / Functional Criteria	Weightings
10.3 Company Experience (References) The bidder is expected to provide a list of at least 3 (three) contactable client references of companies where similar services have been successfully implemented and/or supported within the last 5 (five) years. The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers, SLA targets, and SLA achieved Please note: The PIC will accept a list of references and/or references listed. The table must include the following information: Project Name, Company Name, services offered, Contact details.	15

Technical / Functional Criteria			Weightings
10.4 Compliance to the Enterprise Project Management System scope			45
Bidder must illustrate current capability and capacity to meet the Enterprise Project Management System Business requirements (refer to Section 4 and 5)			
Enterprise Project Management System Scope Item	Weight	Section in Proposal	
Response to scope of work	20		
Response to: • Business Requirements • Technical Requirements	25		
The Bidder must provide the above table as an attachment to the RFP response to the Enterprise Project Management System requirements.			

Technical / Functional Criteria	Weightings
10.5 Service Level Agreement Bidder must: Propose SLAs inclusive of the following as per section 9: Service Management Bidder must: Propose SLAs inclusive of the following as per section 12: - Premium support inclusive to the following: ○ 97% Availability of the Solution (35) ○ Service Priority Levels and associated Turnaround times as per section 11 (30) - Relationship Management Activities (5) - Services credit methodology in case of a Service Level Breach; and (10) - Bidder must provide a dedicated Service Delivery Manager. (20)	10

11 PRICING PROPOSAL

Bidder(s) 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(s) to ensure the accuracy of the pricing provided as part of the response.

Costs should include the complete, fixed costs (if not fixed please indicate and provide details) for the services requested, including but not limited to the following:

All costs should be completely reflected on the pricing proposal.

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

- All pricing (including services, resources, hourly rates charged etc.) to be quoted in South African Rand including VAT.

- Bidder(s) to incorporate pricing assumptions which will include:
 - Forex;
 - Licensing fees; and
 - Price fluctuations.
- Pricing must show clearly the once off implementation cost and ongoing maintenance cost.

Pricing should follow this format considering the outlined deliverables specified in the tender document.

Once Off Cost		Hourly Rates (exclusive and inclusive of VAT)	Total (exclusive and inclusive of VAT)
Implementation Cost			
Project and Change Management cost			
Data Migration cost			
Training (once off) (indicate price per range e.g. 10-20 users etc.			

Other Cost	Year 2	Year 3	Year 4	Year 5	Total exclusive and inclusive of VAT
Maintenance and Support Services * Maintenance and support cost to be applicable from year 2.					
Licenses (indicate price per range per year e.g. 10-20, 21-40 etc. Minimum 10 licenses.					

Total of once off and other costs: (Exclusive and Inclusive of VAT):

Once off cost	
Other cost	
Total Cost	

Phase 3: PRICE AND BEE EVALUATION

All Bidder to submit their pricing as per schedule below-

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

Where

P = Points scored for price of bid under consideration

Pt. = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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

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

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

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

12 CONDITIONS

12.1 Joint Ventures / Consortiums

12.1.1 The following information and documentation must be submitted:

12.1.1.1 All information stipulated in under administrative requirements must be submitted by all parties involved in the Joint Ventures/Consortiums, including ownership and executive management information.

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

12.1.1.3A formal signed agreement indicating the leading company as well as the other company roles and responsibilities must be submitted.

12.1.1.4A skills transfer plan between the parties must be submitted.

12.2 Non-Commitment

12.2.1 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.

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

12.3 Reasons for rejection

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

12.3.2 Bidder shall not contact the PIC on any matter pertaining to their bid from the time the bids are closed to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.

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

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

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

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

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

12.3.3.4 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.

12.4 Cancellation of Bid

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

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

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

12.4.1.3 no acceptable bids are received

12.4.1.4 unsuccessful contract negotiations

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

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

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

12.5 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.

12.6 Receipt of Bids

Bids to be submitted electronically to tenders@pic.gov.za. No late bids will be accepted. All proposals need to be in tender email box at 11:00 on the closing date. No late bids will be accepted.

12.7 Service Level Agreement (SLA)

12.7.1 The SLA will set out the administration processes, service levels and timelines.

12.7.2 The award of a tender shall always be subject too successful negotiation and conclusion of Master Agreement and SLA. There will be no binding agreement between the parties if a contract has not been concluded. PIC reserves the right to cancel the award.

12.8 Contracting

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

I _____ (Bidder's Name) accept the conditions above.

Signature _____

Date _____

13. PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC006/2024	CLOSING DATE:	13 January 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDERS FOR THE PROVISION OF ENTERPRISE PROJECT MANAGEMENT SYSTEM FOR THE PERIOD OF THREE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Menlyn Maine Central Square					
Corner Aramist Avenue & Corobay Avenue					
Waterkloof Glen Extension 2					
Tender Box is located on ground floor: Between ABSA and Woolworths					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

	☐ Yes ☐ No		☐ Yes ☐ No
--	--	--	---

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDER ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

14. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I certify that the information furnished in paragraphs 1, 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 6 of PFMA SCM instruction 03 of 2021/22 on preventing and combating abuse in the supply

chain management system should this declaration prove to be false.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

14. POPIA CONSENT FORM

General: In order for the Public Investment Corporation SOC Limited ("**PIC**") to consider the supplier's (referenced below) response to the RFQ/RFP/RFQ/RFQ to become a supplier to the PIC ("**RFP/RFQ/RFQ**"), and to be included in the PIC supplier database, it will be necessary for the PIC to process certain personal information which the supplier may share with the PIC for the purpose of the RFQ/RFP/RFQ/RFQ, including personal information – which may include special personal information (all hereafter referred to as "**Personal Information**"). The PIC will process the supplier's Personal Information in accordance with the PIC Privacy Policy available [here](http://www.pic.gov.za) (www.pic.gov.za).

Access to your Personal Information and purpose specification: Personal Information will be processed by the PIC for purposes of assessing the supplier's submission in relation to the RFP/RFQ/RFQ and for registering the supplier on the PIC supplier database and may be shared and stored internally for the purposes of assessing current and future services required by the PIC. We may also share the supplier's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("**FICA**"). In this regard, the supplier acknowledges that the PIC's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent: By ticking "YES" and signing below, you agree and voluntarily consent to the PIC's processing of the supplier's Personal Information for the purposes of evaluating its RFP/RFQ/RFQ submission, including to confirm and verify any information provided in the submission and supplier gives PIC permission to do so.

The supplier understands that it is free to withdraw its consent on written notice to PIC and the supplier agrees that the Personal Information may be disclosed by the PIC to third parties, including PIC's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). Please note that if you withdraw your consent at any stage we may be unable to process your RFP/RFQ/RFQ and/or continue to retain your details on the supplier database.

YES

☐

NO

☐

Supplier name (company name):	
Company registration number:	
Name of signatory (representative):	

Signature:	
Date:	

The signatory warrants that s/he is duly authorised to represent and bind the supplier

PIC takes privacy seriously and the PIC Privacy Notice sets out how we process your personal information
<https://www.pic.gov.za/pages/privacy.aspx>

15. COMPANY INFORMATION

Please complete the following questionnaire:

1. Company Name:

--

2. Other Trading Names:

--

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

--

4. Physical and Postal Address of the Company:

Postal Code:	Postal Code:
---------------------	---------------------

5. Contact Details

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

6. Company Information

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

7. Banking Details

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

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

8. Tax Registration Details:

Income Tax Reference Number:	
------------------------------	--

VAT Registration Number:	
PAYE Registration Number:	

9. List of Shareholders:

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

*** CIPC Documents must be attached.**

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

Please tick the relevant box(es):

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

17 DECLARATION

Bidder Name: _____

Signature: _____

Designation: _____

I declare that:

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

I understand that:

PIC may:

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

Thus signed and accepted on this _____^{st / nd / rd / th} day of _____ ,
20____ at _____:

Who warrants his / her authority hereto

For and on behalf of:

ANNEXURE A

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

PUBLIC INVESTMENT CORPORATION SOC LIMITED

(Registration Number 2005/009094/06)

("PIC")

AND

(Identity Number / Registration Number: _____)

(Hereinafter referred to as the parties.)

Introduction

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

The Confidential Information

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

Disclosure of confidential information

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

- 9.1 not to utilise, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the disclosing party;
- 9.2 that the unauthorized disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

Title

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

Restrictions on disclosure and use of the confidential information

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

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

Standard of care

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

Return of material containing or pertaining to the confidential information

- 13. The disclosing party may, at any time, request the receiving party to return any material containing, pertaining to or relating to confidential information disclosed pursuant to the terms of this agreement and may, in addition request the receiving party to furnish a written statement to the effect that, upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 14. As an alternative to the return of the material contemplated in clause 13 above, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed. Notwithstanding the aforesaid, the receiving party will be entitled to retain such documents as they are reasonably required to retain in order to fulfil their professional obligation with regard to document retention, imposed on them by the professional body of which they are a member.

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

Excluded confidential information

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

- 16.5 is disclosed to a third party pursuant to the prior written authorisation of the disclosing party;
- 16.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

Term

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

No Solicit

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

Additional Action

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

Breach

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

Amendments

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

Enforcement

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

Headings

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

Representations & Warranties

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

Entire agreement

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

Governing law

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

Submission

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

Domicile (Physical Address)

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

- 29.1 in the case of PIC to

MENLYN MAINE CENTRAL SQUARE

CORNER ARAMIST AVENUE & COROBAY AVENUE

WATERKLOOF GLEN EXTENSION 2

0181

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

- 29.2 in the case of _____ to

and shall be marked for the attention of _____.

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

Severability

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

Signed at on this the day of 2024

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 2024

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.