



PUBLIC INVESTMENT
CORPORATION®

Est. 1911



REQUEST FOR PROPOSAL: PIC004/2024

APPOINTMENT OF A PANEL OF SUITABLY QUALIFIED SERVICE PROVIDERS FROM RECRUITING, PLACING, AND PROVISIONING FOR IT AND DIGITAL RESOURCES FOR A PERIOD OF FIVE (5) YEARS

The successful Service Providers appointed on the panel will be required to place and provide resources within forty-eight (48) hours after the Service Provider is appointed for an assignment.

Reference Number: PIC 004/2024
Closing Date: 27 June 2024
Closing Time: 11:00 AM (GMT+2 hours)

A Virtual Non-Compulsory Briefing session will be held on **4 June 2024** at 11:00 AM (GMT + 2 hours). Interested Service Providers need to forward an email to **tenders@pic.gov.za** on or before **17:00PM, 3 June 2024**. 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.



PUBLIC INVESTMENT
CORPORATION®

REQUEST FOR PROPOSAL 2024

BID REFERENCE NUMBER:	PIC004/2024
BID DESCRIPTION:	Appointment of a panel of suitably qualified service providers from recruiting, placing, and provisioning for IT and Digital Resources for a period of five (5) years. The successful Service Providers appointed on the panel will be required to place and provide resources within forty-eight (48) hours after the Service Provider is appointed for an assignment
PIC WEBSITE:	www.pic.gov.za
CLOSING DATE:	27 June 2024
CLOSING TIME:	11:00 AM (GMT+2 hours)
VALIDITY PERIOD:	180 days
SUBMISSION DETAILS:	Bidders are to submit proposals electronically to tenders@pic.gov.za (size up to 10 MB, One Drive (depending on the bidder) or We Transfer (up to 2GB). RFP number to be quoted (PIC004/2024) in all correspondence.
SUBMISSION REQUIREMENTS	• Bidders are required to submit their proposal on time. • All documents should be uploaded electronically.
BRIEFING SESSION:	a. A virtual briefing session will be held on 4 June 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 3 June 2024 to be registered for the briefing session. A Teams Meeting link will be forwarded to all interested Service Providers.

1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **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;
- 1.2 **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;
- 1.3 **BBBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.4 **Contract** means the agreement that results from the written acceptance of a bid by the PIC and successful negotiation and signature of the same by both parties delegated authorities;
- 1.5 **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 service and the technical capacity and ability of a bidder;
- 1.6 **Management** means an activity inclusive of control and performed daily, 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;
- 1.7 **Ownership** means the percentage of ownership and control, exercised by individuals within an enterprise;
- 1.8 **Validity Period** means the time period for which price quotation for the provision of goods and services shall remain valid.
- 1.9 **PPPF** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.10 **SANAS** means the South African National Accreditation System;

- 1.11 **POPIA** means the Protection of Personal Information Act, 2013 (Act N4 of 2013);
- 1.12 **AI** means Artificial Intelligence;
- 1.13 **API** means Application Programming Interface;
- 1.14 **BI** means Business Intelligence;
- 1.15 **DevSecOps** stands for development, security, and operations. It's an approach to culture, automation, and platform design that integrates security as a shared responsibility throughout the entire IT lifecycle;
- 1.16 **DPA** means Digital Process Automation;
- 1.17 **DM** means Data Management;
- 1.18 **EA** means Enterprise Architect
- 1.19 **IT** means Information Technology;
- 1.20 **MS** means Microsoft;
- 1.21 **PRE** means Platforms Reliability Engineering;
- 1.22 **RFQ** means Request for Quotation;
- 1.23 **RPA** means Robotic Process Automation;
- 1.24 **SE** means Software Engineering;
- 1.25 **SOC** means Security Operations Centre.

2 INTRODUCTION

- 2.1 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.
- 2.2 The PIC manages investments on behalf of public sector funds which include the Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF), and Compensation Fund.
- 2.3 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 markets, 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.
- 2.4 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. PIC's Information Technology (IT) department is responsible for organisation-wide IT-related needs. The department consists of the following business units:
 - a. Digital, Data, Innovation, and engineering (DDIE).
 - b. Enterprise Architecture (EA).
 - c. Platforms Reliability Engineering (PRE).
 - d. Software Engineering (SE).
 - e. Strategy Governance Risk Compliance and Digital Experience (SGRC&DE).
- 3.2. IT is looking to complement its resources for expedient deployment of strategic initiatives on a need-by basis. PIC is working on a dual approach, recruiting resources to capacitate while delivering with strategic partners for expedience.
- 3.3. Based on this decision, the PIC is seeking to appoint a panel of IT Companies from which to source requisite IT skills for a defined period as and when required, this will alleviate the staff capacity constraints when dealing with the many business requirements of the PIC. The resources will be appointed on a need-by

basis, and the contract will be with the company that places the matching resource. The recruitment and contracting of resources will only happen once companies have been appointed on the IT resourcing panel. The PIC will issue an RFQ to the relevant service providers on the panel to seek the related IT resource(s), of which evaluation process will be followed to appoint and contract for that IT Resource (s). Interviews might be conducted where applicable to select an IT resource that will be suitable to fulfil that role. Once contracted the service provider is expected to provide a resource within a short turnaround time of e.g. Forty-eight (48) hours to place the resource. A resource that is found not to be delivering and executing according to the expected level will be swapped for a competent resource.

4 PROPOSED RESPONSE FORMAT

Bidders are required to present their bid documentation under the following headings:

Reference	Title	Guideline
Section 1	Cover letter	Brief company background, services, and expertise, contact name, and details of delegate authorized to make representations for the organization.
Section 2	Administrative Requirements and Completed RFP Document	Completion of RFP document and submission of administrative requirements.
Section 3	Business Requirements Phase 2: Minimum Requirements (Section 6.2) Phase 3: Functional Requirements (Section 8)	This section must focus on the following requirements: • Experience of the company. • Business Requirements – Services to be provided. • Resource management placement capabilities.

Reference	Title	Guideline
		IT Resource profiles
Section 4	Client References	Provide a summary of client references. Where you have placed, the quality of your resources etc

5 SCOPE OF WORK

5.1 In Scope

The scope of work includes the appointment of a panel of established service providers that can be consulted to provide IT Resources for current and future initiatives, as and when needed, for up to five (5) years. PIC will remain accountable for the output of the work. The prospective service providers must be able to provide resources within the forty-eight 48 once the RFQ evaluation and contracting process have been concluded. The allocation of the work will be dependent on the profile of resource(s) required. In the event the resource(s) is not performing, PIC will formally send instructions to the service provider to swap the non-performing resource for a more competent resource within 48.

The bidders are expected to select from the following service categories:

Product Delivery Services Categories	Kindly indicate with a tick (✓) for the category(ies) you are applying for:
1. Data Analytics	
2. Enterprise Architecture	
3. Infrastructure and Cloud Platform	
4. Software Engineering	
5. IT Strategy, Governance, Risk & Compliance	
6. Program and Project Management	

7. Service Support and Service Delivery Management.	
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5.2 Out of scope

The following items will be out of scope:

- Any services not included in the scope of work defined above.

6 EVALUATION CRITERIA AND METHODOLOGY

- **Phase 1:** Compliance with administrative requirements (100% compliance to be evaluated in Phase 2).
- **Phase 2:** Minimum requirements (100% compliance required to be evaluated in Phase 3).
- **Phase 3:** Technical Functional Requirements (100 points).

A bidder(s) who scores below 70 points will not be appointed on the panel.

6.1 Phase 1: Administrative requirements: The Bidder will proceed to the next phase when they comply fully with the requirements stated herein below.

Submission of:

Requirement	Appendix Number	Tick if included ✓
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 disclosure of interest document.		
Signed and completed SBD 1 – Invitation to Bid document.		

Requirement	Appendix Number	Tick if included ✓
Signed and completed Company Information document.		
Acceptance of the conditions as stipulated in the bid document.		

6.2 Phase 2: Minimum Requirements

If the bidder does not meet the client reference and minimum requirements, then the bidder will be disqualified immediately.

6.2.1 Client References

The bidders are required to complete the mentioned table for the evaluation based on the category. The bidder is required to provide a list of at least three (3) clients per category where IT resources were placed within the last three (3) years. Failure to complete the table below will disqualify your proposal from further evaluation. PIC reserves the right to request Client reference letters from the service providers appointed on the IT resourcing panel in the future which clearly reflects the resource that placed at the client.

Client name	Description of services and /or IT Resources Category (as indicated in par 7 below)	Client name and number	Contact and Contract period (Start and End Date)

7 BUSINESS REQUIREMENTS

The following business requirements are to be met by the appointed companies. Compliance with these requirements will be assessed when successful bidders are approached via a Request for Quotation (RFQ).

7.1 Business Requirements – Services to be provided after the appointment of a panel of service providers.

The service providers will be required to quote on some, or all the categories mentioned below during the Request for Quote (RFQ) process. As when the resource is required there will be instance where the expected certifications might be required.

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
1. Data Analytics			
The service provider must provide the PIC with resources with experience in the below specialist roles:			
BR1	Data Scientist.		
BR2	Data Technologist.		
BR3	Data Analyst.		
BR4	Data Architect.		
BR5	BI/Data Designers.		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
BR6	Data Quality Analyst / Specialist.		
BR7	Data Modeller.		
BR8	Data Migration Specialists.		
BR9	Azure Data Engineer.		
BR10	Database Developers.		
BR11	Other Data Management related roles. (State these roles under comments section)		
BR12	BI Developer.		
BR13	ETL Developer.		
BR14	Other DM & BI development-related roles (State these roles under comments section)		
2. Enterprise Architecture			
The service provider must provide the PIC with resources with relevant experience in the below specialist roles:			
BR15	Solutions Architecture Cloud Security.		
BR16	Services Architecture		
BR17	Domain Architecture.		
BR18	Domain Architecture - Information & Application.		
BR19	Domain Architecture – Technology.		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
BR20	Enterprise Architect.		
3. Infrastructure and Cloud Platform			
The service provider must provide the PIC with resources with experience in the below specialist roles:			
BR21	Cloud Sys Ops Engineer		
BR22	Database Management		
BR23	Junior Database Administrator.		
BR24	Productivity and Networks Lead.		
BR25	Network Engineer.		
BR26	Infrastructure Engineer.		
BR27	Azure Developer.		
BR28	Associate Developer.		
BR29	Azure Database Administrator Associate.		
BR30	Azure Data Engineer.		
BR31	Service Reliability Engineering.		
BR32	Cabling Technician.		
BR33	Unified Communication Engineer (Voice).		
BR34	Unified Communication Engineer (Video Conferencing).		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
4. Software Engineering			
The service provider must provide the PIC with resources with experience in the below specialist roles:			
BR35	IT Product Owner.		
BR36	API / Web services developer.		
BR37	R Developer / Specialist / also Python Specialist.		
BR38	Cloud Integration Specialist.		
BR39	RPA/AI engineer/developer.		
BR40	Machine Learning Developer.		
BR41	Digital developers IOT.		
BR42	Lead Developer (including web and mobile application).		
BR43	Developer (including web and mobile applications).		
BR44	Quality (Test) Analyst.		
BR45	DevSecOps Engineer.		
BR46	UI / UX Designer.		
BR47	IT & Digital Consulting Services.		
BR48	Graphic designers with skills in developing training videos.		
BR49	Application and solution Designers.		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
BR50	Lead Product Analyst (Business Analyst).		
BR51	Product Analyst (Business Analyst).		
BR52	Lead System Analyst.		
BR53	System Analyst.		
BR54	Lead Business Process Analyst.		
BR55	Business Process Analyst.		
BR56	DevSecOps Administrator.		
BR57	System Integration Developer.		
BR58	MS Power Platform Developer (Power Apps, Power BI, Power Automate, Virtual Agents and Azure).		
BR59	MS Power Platform Administrator.		
BR60	Artificial Intelligence (AI) Engineer.		
BR61	Robotic Process Automation (RPA) Specialist.		
BR62	Enablement of Digital Process Automation (DPA).		
BR63	Change Manager.		
BR64	Change Analyst.		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
5. IT Strategy, Governance Risk & Compliance (GRC)			
The service provider must provide the PIC with resources with experience in the below specialist roles:			
BR65	Planning & Monitoring.		
BR66	IT Governance, Risk.		
BR67	Compliance specialist.		
BR68	IT Vendor Management Specialist.		
BR69	Brand Specialist.		
BR70	Marketer.		
BR71	Digital Designer.		
BR72	IT consultant		
BR73	IT Strategy		
6. Program and Project Management			
The service provider must provide the PIC with resources with experience in the below specialist roles:			
BR74	Agile Coach.		
BR75	Product Manager.		
BR76	Scrum Master.		
BR77	Assistant Product Manager / Scrum Administrator.		
BR78	Release Train Engineer.		
7. Service Support and Service Delivery Management			
The service provider must provide the PIC with resources with experience in the below specialist roles:			

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
BR79	Problem Management Specialist.		
BR80	Knowledge Management Specialist.		
BR81	IT Asset Management Specialist.		
BR82	Service Configuration Management Specialist.		
BR83	Service Request Coordinator.		
BR84	IT Technical Support Engineers.		
BR85	IT Technical Support Engineers: Mobile Device Management.		
BR86	Incident Management Specialist.		
BR87	Service Catalogue Specialist.		
BR88	Service Desk Analyst.		
BR89	Change Enablement Specialist.		
BR90	Service Design Specialist.		
BR91	Service Transitioning Specialist.		
BR92	Service Management Tool Specialist.		

#	Resource Role / Title	Please tick to confirm which resources you will be bidding for during the RFQ process.	Comments
BR93	Service Management Specialist.		
BR94	Services Quality Specialist.		
BR95	Service Delivery Management Specialist.		

7.2 Service Management

The Service Management parameters will be defined in the individual Request for Quotations (RFQ) that will be distributed to the panel for specific assignments.

8 PHASE 3: FUNCTIONAL SCORING CRITERIA

FUNCTIONAL EVALUATION REQUIREMENTS (minimum threshold is 70%, only bidders who score 70 and above will be included in the panel of service providers on a need basis for a period of five (5) years.

With regard to functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below. If the evidence for your response is not referenced in the last column of the table below and cannot be found on the referenced page, a score of 0 will be allocated.

Technical / Functional Criteria	Weighting	Bidders to indicate comply/no comply	Ref page in the proposal								
Provide detailed information highlighting key components in resource management placement capabilities such as but not limited to: 1. Indicate the process for placing resources within 48 hours once contracting is concluded. 2. Indicate what type of industries you have serviced previously. 3. Proposed management approach. 4. Escalation process followed for non-performance resources and swapping them within 48 hours turnaround time.	30										
Provide the current IT Resources profile that will be offered PIC based on what is ticked under section 7: <table border="1"> <thead> <tr> <th>IT Resource Description</th><th>Years in role</th><th>Certifications held</th><th>Number of positions currently in the organisation</th></tr> </thead> <tbody> <tr> <td>e.g. IT governance Officer</td><td>e.g. 3 Years</td><td>e.g. ITIL, Cobit, ISO27001, Microsoft Azure, etc.</td><td></td></tr> </tbody> </table>	IT Resource Description	Years in role	Certifications held	Number of positions currently in the organisation	e.g. IT governance Officer	e.g. 3 Years	e.g. ITIL, Cobit, ISO27001, Microsoft Azure, etc.		70		
IT Resource Description	Years in role	Certifications held	Number of positions currently in the organisation								
e.g. IT governance Officer	e.g. 3 Years	e.g. ITIL, Cobit, ISO27001, Microsoft Azure, etc.									

9 PRICING AND BEE

The hourly rates below will be used as the basis for all quotations.

Pricing Format:

Information Technology (IT) Resourcing Services	Resource Costs (Rate per hour)
Resource Costing: Senior	
Resource Costing: Middle	
Resource Costing: Junior	
Other resource (add a row for each category)	
TOTALS	

* Resource rate to increase in line with inflation.

10 CONDITIONS

The PIC reserves the right not to accept the lowest-priced bid or any bid in part or whole.

10.1 Non-Commitment

- 10.1.1** 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.
- 10.1.2** The cost of preparing bids will not be reimbursed.

10.2 Reasons for rejection

- 10.2.1** 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.

10.2.2 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.

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

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

- have abused the Supply Chain Management (SCM) system of any Government Department/ institution;
- have committed proven fraud or any other improper conduct in relation to such system;
- have failed to perform on any previous contract and the proof thereof exists; and/or
- 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.

10.3 Cancellation of Bid

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

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

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

10.3.1.3 no acceptable bids are received

10.3.1.4 unsuccessful contract negotiations

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

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

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

10.4 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.

10.5 Receipt of Bids

Bids to be evaluated electronically to tenders@pic.gov.za on or before the closing date.

No late bids will be considered for evaluations.

10.6 Presentations/Clarifications

1The PIC may require presentations and/or clarification session stipulated from short-listed Bidder as part of the bid process.

10.7 Service Level Agreement (SLA)

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

The award of a tender shall always be subject to successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

10.8 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.

11.10.1 Contracting terms and conditions

- Bidder are advised that a valid contract will only come into existence between the PIC and the successful bidder after conclusion of successful negotiations and signature of the Contract by both parties' respective delegated authorities. Key contractual principles that successful Bidder must note for the final contract are as follows:
- Duration
Contracts will be for a fixed period. There will be no auto-renewals renewals.
- Limitation of Liability
The limitation of liability is subject to negotiation and will be informed by the contract value and risk associated with the contract.

Ownership of Data

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

Termination of Convenience

PIC requires a clause addressing termination of convenience

Governing Law

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

Warranty

The Successful Bidder warrants that it:

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

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

Data Storage

The Successful Bidder must disclose where the data is stored. PIC requires data to be stored in the Republic of South Africa or an EU jurisdiction.

Exit Management

If this Agreement is terminated in whole or in part for any reason whatsoever the provisions of the exit management plan agreed (if any) between the Parties shall come into effect and in any event, including where no agreed exit management plan exists, the Supplier shall co-operate fully with the PIC to ensure an orderly migration of the Services to the PIC or, at the PIC's request, a new supplier (an **Orderly Migration**). Without limiting the 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.

I (name of bidder accept the conditions as stipulated above) _____

Signature _____

Date _____

12. PIC POPIA CONSENT FORM

General: In order for the Public Investment Corporation SOC Limited ("PIC") to consider the supplier's (referenced below) response to the RFP to become a supplier to the PIC ("RFP"), 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 RFP, 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 (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 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 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 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:	

13. PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC004/2024	CLOSING DATE:	27 June 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	Appoint a panel of suitably qualified service providers for the provision of IT Resources for a period of five (5) years.				
Appointment of a suitably qualified service provider for the provision of Information Technology Resources for a period of five (5) years.					
tenders@pic.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	tenders@pic.gov.za		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					

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

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

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.

14.1 Bidder's declaration

14.1.1 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

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.

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

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

If so, furnish particulars:

.....

.....

14.3 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

if so, furnish particulars:

.....

.....

BIDDER'S DISCLOSURE

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.

14.1 Bidder's declaration

141.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

² 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.

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

If so, furnish particulars:

.....

.....

14.3 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

if so, furnish particulars:

.....

.....

14.4 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:

I. I have read and I understand the contents of this disclosure.

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

III. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.

14.4.1 However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

14.4.2 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.

14.4.3 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.

14.4.4 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.

14.4.5 I am aware that, in addition and without prejudice to any other remedy provided to

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

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.

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

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:

* CIPC Documents must be attached.

10. 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 2023

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 2023

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.