

**PIC006/2020: REQUEST FOR PROPOSAL
TO APPOINT A PANEL OF VENDORS FOR THE PROVISION
OF PENETRATION TESTING SERVICES FOR A PERIOD OF
THREE (3) YEARS WITH A POSSIBILITY OF EXTENDING FOR
FURTHER TWO (2) YEARS**

Bid Number : PIC 006/2020
Closing Date : 19 August 2020
Closing Time : 11:00 am
Electronic Submission : tenders@pic.gov.za

Briefing session slides will be published on PIC website by 27 July 2020

Validity period of bid: 120 days

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PUBLIC INVESTMENT
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1 DEFINITIONS AND ABBREVIATIONS

- 1.1 **ASA** mean Adaptive Security Appliance-CISCO
- 1.2 **B-BBEE** means black broad-based economic empowerment;
- 1.3 **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;
- 1.4 **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;
- 1.5 **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.6 **Cisco** means Networking Infrastructure, PIC internet Security Gateway
- 1.6 **CEH** means Certified Ethical Hacker
- 1.7 **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;
- 1.8 **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;
- 1.9 **CISSP** means Certified Information Systems Security Professional
- 1.10 **DMZ** means Demilitarized Zone (sometimes referred to as a perimeter network)

- 1.11 **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;
- 1.12 **GPEN** means GIAC Penetration Tester (SANS Institute)
- 1.13 **Information Security means** the state of being protected against the unauthorized use of information, especially electronic data
- 1.14 **IT Systems** means Citrix, UNIX, Network infrastructure, Databases and all other Microsoft systems and applications.
- 1.15 **LPT** means Licensed Penetration Testing
- 1.16 **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;
- 1.17 **Microsoft SCCM** means Microsoft Systems Centre Configuration Manager
- 1.18 **OSCP** means Offensive Security Certified Professional
- 1.19 **Ownership** means the percentage ownership and control, exercised by individuals within an enterprise;
- 1.20 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- 1.21 **Pentest** means “Pentest” (Penetration test) - is a method of evaluating computer and network security by simulating an attack on a computer system or network from external and internal threats.

- 1.22 **POPIA** means the Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- 1.23 **SANAS** means the South African National Accreditation System;
- 1.24 **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;

2 INTRODUCTION

The Public Investment Corporation (PIC) is an asset management company wholly owned by the government of the Republic of South Africa duly represented by the Minister of Finance. The PIC manages investments on behalf of public sector funds which include Government Employees Pension Fund (GEPF), Unemployment Insurance Fund (UIF) and Compensation Fund.

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

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

3 BACKGROUND

- 3.1. As part of the PIC Strategy, the IT Information Security division has a responsibility to establish business processes that will assist in the protection, securing and monitoring of the organisation technology infrastructure in order to enable the achievement of strategic and operational objectives of the organisation.
- 3.2. As such, this RFP seeks to identify suitably qualified and experienced bidders to form part of a panel of vendors who will offer Penetration Testing Services for the organisation.
- 3.3. The main objective for considering the Penetration Testing services is to improve the PIC's IT environment, modernise the organisations operations, whilst ensuring that the environment is secure and protected from probable IT security threats.
- 3.4. The key benefits that are expected by the PIC from the proposed Penetration Testing Services include but are not limited to the following:
 - 3.4.1. Proactively identify information security vulnerabilities before attackers;
 - 3.4.2. Detail the of probable business risk of the identified vulnerabilities;
 - 3.4.3. Assist the PIC in testing the organisation cyber-defence capabilities;
 - 3.4.4. Offer the PIC an independent third party expert opinion; and
 - 3.4.5. Reveal weakness to internal security processes.

4 SCOPE OF WORK - DESIRED PENETRATION TESTING SERVICES

The PIC requires Penetration Testing Services which will cover the entire PIC technology landscape including the external, internal, wireless network systems and cloud services.

The Penetration Testing Services program must include the following in scope items:

4.1.1. External Network Attack Simulation:

The penetration testing program will include conducting of external network attack simulation of PIC's perimeter network. This should include all public facing systems. The service provider is expected to perform this portion of the testing off site. Only "safe" scans not designed to cause a denial of service or other interruptions will be performed. The PIC will provide the network ranges and any network/host exemptions to these scans.

4.1.2. Internal Network Attack Simulation:

The project will include penetration testing activities within the PIC’s internal network. These are intended to simulate potential cyber security attacks that could be conducted by malicious users.

NB: As and when required, the bidder may be expected to perform ad-hoc penetration testing services such application penetration tests etc. as part of project go-live and PIC internal change advisory board processes.

5 PIC PENTRATION TESTING SERVICES BUSINESS REQUIREMENTS

The following requirements are to be met as part of the Penetration Testing Services implementation at the PIC:

5.1 Business Requirements

The bidder’s is expected to meet 70% of the below requirements in order to proceed to the next stage.

#	Description	Comply	Not Comply	Comments	Ref of RFP Response
	Penetration Testing				
5.1.1	<p>The bidder’s is expected to provide quality penetration testing Services as described below:</p> <ul style="list-style-type: none"> Internal network attack simulation (Including Voice and Data networks) External network attack simulation 				

	<ul style="list-style-type: none"> • Wireless network security Assessment • MPLS Security Assessment • Web application security assessment • Cloud based application and system assessment • Mobile application security assessment • Attack path mapping (APM) (This could be requirement for each test) • Privileged Path Mapping (PPM) • Security configuration reviews 				
Network Penetration Testing Services					
5.1.4	<p>The bidder's is expected to provide network penetration testing Services including but not limited to the following:</p> <ul style="list-style-type: none"> • Identify targets and map attack vectors (i.e., threat modelling). 				
5.1.5	<p>The bidder's is expected provide the following quality penetration testing Services as further described below:</p> <ul style="list-style-type: none"> • Privileged path mapping; • Mobile application security testing; 				

	<ul style="list-style-type: none"> • Telephony or Voice Over Internet Protocol (VoIP) security testing; and • Social Engineering Testing Services. 				
	Penetration Testing Methodologies and Standards				
5.1.6	The PIC may request the bidder's to perform various types of penetration testing Services such as White Box, Black Box or Grey Box testing				
5.1.7	<p>The bidder's is expected to provide penetration test Services following appropriate industry wide, highly recognized penetration testing methodologies and standards such as but not limited to:</p> <ul style="list-style-type: none"> • Open Source Security Testing Methodology Manual ("OSSTMM"); • National Institute of Standards and Technology ("NIST"); • Open Web Application Security Project ("OWASP"); • Council of Registered Security Testers (CREST); and 				

	<ul style="list-style-type: none"> Penetration Testing Execution Standard (“PTES”). 				
5.1.8	<p>The bidder’s is expected to provide the following services upon request such as:</p> <ul style="list-style-type: none"> Security architecture reviews; Source code review; Adhoc penetration testing services on new projects/applications; and Cyber security reviews. 				
Reporting					
5.1.10	<p>The bidder’s is expected to provide reports that details the:</p> <ul style="list-style-type: none"> Technical Walkthrough of determined risks; Multiple vulnerability remediation options; Indications of repeat findings; and Quick wins. 				
5.1.11	<p>The bidder’s is expected to provide the PIC with a report for each Service completed, the report shall include the following information at a minimum:</p> <ul style="list-style-type: none"> Executive Summary; Scope of Service; 				

	<ul style="list-style-type: none"> • Identification of critical components and explanation of why these components were tested; • Methodologies and tools used to conduct the testing; • Any constraints that impacted the testing (e.g., specific testing hours, bandwidth, special requirements); • Description of the progression of the test and issues encountered during the testing with timelines; • Findings from the tests (e.g., exploitation, severity) with details; • Affected targets in the PIC's environments; • Potential business impact to the PIC; and • Recommendation on remediation: Recommendations must indicate potential quick wins. 				
5.1.12	<p>The bidder's is expected to be able to provide executive management reports that can be easily shared and understood by the executive and senior management.</p>				

5.2 Minimum Requirements

The bidder must comply to the following **minimum requirements** in order to respond to this RFP. Bidders who are **NOT compliant** will be **disqualified**.

5.2.1. The technical resources assigned to this service **MUST** have a combination of experience and certified in penetration testing qualifications:

Certification	Comply	Not Comply	Comments	Ref in Response
Certified Ethical Hacker(CEH)				
Offensive Security Certified Professional (OSCP).				
Additional Certifications	Comply	Not Comply	Comments	Ref in Response
SANS certifications such as the Global Information Assurance Certification Global Information Assurance Certification Penetration Tester(GPEN)				
Licences Penetration Tester (LPT)				

Valid certified copies of the resources certifications must be included for verification.

5.2.2. The bidder's must align to the following globally accepted penetration testing methodologies:

Methodology	Comply	Not Comply	Comments	Ref in Response
Open Source Security Testing Methodology Manual(OSTMM)				
Council for Registered Security Testers(CREST)				
Information Systems Security Assessment Framework				
Open Web Application Security Project(OWASP)				

5.2.3. The bidder's must have a minimum of **5 (Five) years** in operation and providing penetration testing services.

6 CLIENT REFERENCES

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

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 bidder's, the PIC may require

assistance to arrange site visits and/or calls to the references. References details must include the following:

- 6.1. The name of the entity, contact person, designation of contact, contact number, contract value and date; and
- 6.2. Reference letter from client confirming Penetration Testing Services offering.

7 PROJECT TEAM EXPERIENCE

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

- Experience of the core project team to be involved in the implementation of the project and years of experience must have a minimum of 10 years combined (Excluding the IT technical lead);
- IT Technical Lead must have a minimum of 10 years' experience offering penetration testing services and other security related services;
- CV's for all the team members assigned to the project must be provided;
- The IT technical lead response must include a table with Client, Project Implemented, Project Start and End Dates, Client Contact Details.

NB: The bidder's 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;

8 EVALUATION CRITERIA AND METHODOLOGY

The evaluation criteria will be based on the following requirements:

- **Phase 1:** Compliance to administrative requirements
- **Phase 2:** Minimum Requirements
- **Phase 3:** Penetration Testing Services Requirements (100 points).

Price and BEE Evaluations (80/20 points).

- **Phase 4: Pricing Proposal**

Bidders who fail to comply with phase 1 and 2 requirements will not proceed to the next phases

9 ADMINISTRATIVE REQUIREMENTS

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

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

Submission of:

- A valid and original Tax Clearance Certificate/Valid Tax Pin Number.
- BBBEE status level certificate –Accredited by SANAS (If no BEE certificate is submitted/or BEE certificate submitted is not valid, no points will be allocated for

BEE).

EME's and QSE's –sworn Affidavit

- Signed and completed declaration of interest document
- Signed and completed SBD 1 – Invitation to Bid document
- Signed and completed Company Information document
- Latest audited Financial statements within the last two years
- Completed and signed Company Information document and submission of all the required documentation as stipulated in the company profile document
- Acceptance of the conditions as stipulated in the bid document
- Proposals to be submitted electronically to tenders@pic.gov.za. **Bid reference number must be quoted on all communication.**
- The CSD (Central Supplier Database) is a single source of all supplier information for all spheres of government and all suppliers engaging with the PIC should be registered on the CSD. **Kindly enclose your CSD registration number.**

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:

Technical / Functional Criteria	Weightings
---------------------------------	------------

11.2 Technical Lead – Years of experience in implementing Penetration

10

Testing related programmes

The Technical Lead must have a minimum of ten (10) years (e.g. from 2012 to 2017) technical lead experience in Penetration Testing programmes as per scoring matrix below. If less than 5 years 'experience, no score will be awarded.

Please provide a copy of the C.V. of the Technical Lead who will be responsible for the PIC Penetration Testing programme. In addition, the table below must be completed and included in the bid proposal section with the C.V. Failure to include the table will result in non-consideration of the C.V

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

Technical / Functional Criteria	Weightings
<p>11.3 Company Experience (References)</p> <p>Please provide A MINIMUM of four (4) recent) attestation letters from the respective customers on the letterheads CONFIRMING IMPLEMENTATION of a Penetration Testing Scope Services.</p> <p>The letters MUST INCLUDE the company name, the services offered, contact person, contact numbers. (If the letters do not include all of the above requirements, the PIC will not accept the letter as being valid.)</p> <p>Please note: The PIC will not accept a list of references and/or references listed on a table. The reference letters must be in the form of individual letters from the respective customers.</p>	<p>10</p>

Technical / Functional Criteria	Weightings												
<p>11.4 Compliance with Penetration Testing Services scope</p> <p>Bidder must illustrate current capability and capacity to meet PIC Penetration Testing Services Business requirements (refer to Section 4, and 5: Desired Penetration Testing Services); plus, Bidder must illustrate their future growth plans:</p> <table border="1" data-bbox="209 837 1217 1312"> <thead> <tr> <th data-bbox="209 837 703 972">Penetration Testing Service Scope Item</th> <th data-bbox="707 837 836 972">Weight</th> <th data-bbox="839 837 1217 972">Section in Proposal</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 976 703 1111">Business Requirements (See section 4 and 5)</td> <td data-bbox="707 976 836 1111">45</td> <td data-bbox="839 976 1217 1111"></td> </tr> <tr> <td data-bbox="209 1115 703 1249">Reporting Requirements (See section 4)</td> <td data-bbox="707 1115 836 1249">15</td> <td data-bbox="839 1115 1217 1249"></td> </tr> <tr> <td data-bbox="209 1254 703 1312">Value Adds</td> <td data-bbox="707 1254 836 1312">10</td> <td data-bbox="839 1254 1217 1312"></td> </tr> </tbody> </table> <p>The Bidder must provide the above table as an attachment to the RFP response to the PIC Penetration Testing Services requirements. *All value adds must be clearly articulated and referenced as per the table above.</p>	Penetration Testing Service Scope Item	Weight	Section in Proposal	Business Requirements (See section 4 and 5)	45		Reporting Requirements (See section 4)	15		Value Adds	10		<p style="text-align: center;">70</p>
Penetration Testing Service Scope Item	Weight	Section in Proposal											
Business Requirements (See section 4 and 5)	45												
Reporting Requirements (See section 4)	15												
Value Adds	10												

11 PRICING PROPOSAL

No pricing to be submitted in the proposal. Pricing proposals will be requested from bidders who are successful appointed on the Panel of vendors per assignment,

12 PROPOSED RESPONSES FORMAT

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

Reference - Bidder's On Response)	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	Understanding of the PIC Requirements	Outline your understanding of the PIC Request for Proposal
Section 3	Scope of Work	Respond and cover all items presented for Penetration Testing Services.
Section 4	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 5	Client References	Provide a summary of client references

List of Shareholders

Name	ID No	SA Citizen	Race	Gender	Shareholding %

13 CONDITIONS

13.1 Non-Commitment

13.1.1 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.

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

13.2 Reasons for rejection

13.2.1 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.

13.3.2 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.

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

13.3.4 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.

13.3 Cancellation of Bid

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

- due to changed circumstances, there is no longer a need for the goods or services requested;
- funds are no longer available to cover the total envisaged expenditure;
- no acceptable bids are received
- unsuccessful contract negotiations

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

- due to change of circumstances, there is no longer a need for the goods or services requested;
- funds are no longer available to cover the total envisaged expenditure.

13.4 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 .

13.5 Late Bids

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

13.6 Service Level Agreement (SLA)

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

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

13.7 Contracting

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

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

14 PART A SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC INVESTMENT CORPORATION					
BID NUMBER:	PIC*****	CLOSING DATE:	*****	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF VENDORS FOR THE IMPLEMENTATION OF PENETRATION TESTING SERVICES FOR A PERIOD OF FIVE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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				
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO				

DOES THE ENTITY HAVE A BRANCH IN THE RSA? 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:

15 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹ "State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars:
.....
.....
.....

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

2.10.1 If so, furnish particulars:
.....
.....
.....

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

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

DECLARATION

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

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

16 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.

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 2018

Witness signature.

Signature

Duly authorised representative of

Public Investment Corporation SOC Limited

Print name.

Print Name.

Date.

Date.

Signed at on this the day of 2018

Witness signature.

Duly authorised representative of

Print name.

Print Name.

Date.

Date.

ANNEXURE B

Contracting terms and conditions

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

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

- Duration

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

- Limitation of Liability

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

Ownership of Data

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

Termination of Convenience

PIC requires a clause addressing termination of convenience

Governing Law

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

Warranty

The Successful Bidder warrants that it:

- is authorised to enter into an Agreement and able to perform each of its duties in terms of the Agreement;

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

The Bidder shall provide the Services:

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

The Bidder further warrants and guarantees that:

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

Data Storage

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

Exit Management

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

