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**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RED TEAM ASSESSMENT FOR
A PERIOD OF 3 MONTHS**

Bid Number	026/2024/EWSS/VULNERABILITY/RFB
Briefing Session:	Non-Compulsory
Briefing Session Date and Time:	15 October 2024 @ 10H00 a.m.
Briefing Session Venue:	Online: Microsoft Teams Send an e-mail to tenders06@tcta.co.za to preregister and receive an invite. Registration for the briefing session will end on 14 October 2024 @ 13H00 p.m.
Closing Time & Date	07 November 2024 @ 11H00 a.m.
Clarifications Deadline:	18 October @11H00 p.m.
Bid Validity Period	120 Calendar Days
Bid Submission must be sent to:	1st Floor, Building No. 9, Byls Bridge Office Park, 11 Byls Bridge Boulevard, Cnr Olievenhoutbosch Road and Jean Avenue, Highveld Extension 73, Centurion, 0157
Request for Access Pin	Bidders must complete Annexure J for access pin Deadline date and time: 06 November 2024 @16h00 p.m.
Copies of the Technical proposal to be submitted	1 original hard copy and 1 Soft Copy (USB)
Enquiries:	Name: Tefo Sekeleoane Email Address: tenders06@tcta.co.za

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	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;
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day-to-day activities related to the contract
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
FIRM PRICES	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
NON-FIRM PRICE	means all prices other than "firm" prices.
HISTORICALLY DISADVANTAGED ENTITIES	Means entities that are at least: <ul style="list-style-type: none"> • 51% black owned; • 51% owned by black youth; • 51% owned by black women;

	<ul style="list-style-type: none"> • 51% owned by black people with disabilities; • 51% owned by black people in rural areas, underdeveloped areas or townships; • a co-operative that is 51% owned by black people. • 51% owned by black people who are military veterans.
LOWEST ACCEPTABLE TENDER	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
PRICE	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
RD	A requesting department within TCTA or its representative
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

2. PREPARATION OF BID SUBMISSIONS

2.1 Bidders are required to fully comply with this Request for Bid including annexures during submission to TCTA.

2.2 Bid Submissions must:

2.2.1 Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control.

2.2.2 Clearly reflect the Bid description and bid number on the outer packaging; and

2.2.3 Contain a Non-Firm or Firm Price.

- 2.3 TCTA reserves the right to reject bids that are not prepared in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.
- 2.4 Bidders must provide one (1) original hard copy and one (1) soft copy (USB).
- 2.5 This Bid has four (4) stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. BACKGROUND

In today's competitive marketplace, companies cannot afford to lose time, money, or integrity of data due to security incidents. TCTA can suffer immeasurable loss if our data centre has a production outage because of a worm or virus, or if a hacker defaces TCTA's website, or critical customer information is lost or stolen. As a result, TCTA should proactively guard against vulnerabilities & exploits within its information systems. Vulnerability Management & Testing Services are a critical process that needs to be followed to identify, assess and respond to new threats before they become a reality.

4 COMPANY EXPERIENCE

The bidder must submit at least three signed (3) reference letters in the form of Annexure C from 3 different clients where a Red Team Assessment had been conducted spanning a minimum of 200 IP's assessed within the past 3 years.

NBonly properly filled Annexure C will be accepted as a reference letter that proves a minimum of 200 IP's that were assessed will be considered. (See Section 5 of Returnable documents).**

5. PERSONNEL EXPERIENCE REQUIRED

The Technical Lead must have at least two (2) of the following certificates: Offensive Security Certified Professional (OSCP), Certified Ethical Hacker (CEH); Council of Registered Ethical Security Testers (CREST) Certified Practitioner Security Analyst (CPSA), EC Council Certified Security Analyst (ECSA), Certified Computer Forensics Investigator (CHFI), or Certified Information Systems Security Professional (CISSP).

6. SCOPE OF WORK

- 6.1 The appointed service provider will be required to conduct a comprehensive Red Team Assessment.

6.2 Provide a detailed report which covers:

6.2.1 Introduction: An overview of the assessment outcomes.

6.2.2 Executive Summary: A summary of all the findings at a higher level.

6.2.3 Detailed findings: A comprehensive breakdown of the identified findings. This section should include the following aspects for each finding:

a) Title of the findings.

b) Description of the identified vulnerability.

c) The severity level of the vulnerability as per industry standards.

d) Potential risk impact of the vulnerability.

e) Likelihood of an attacker exploiting the vulnerability.

f) Detailed explanation of how an attacker could potentially exploit the vulnerability, along with a proof of concept.

g) Affected system/ application/ host.

h) Recommendations for remediating the vulnerability, encompassing both short-term and long-term mitigation strategies.

6.2.4 Skills Transfer (Over the shoulder)

6.3 **Rules of Engagement (ROE)**

6.3.1 Authorization: Ensure all testing activities are authorized by the organization.

6.3.2 Scope Limitations: Clearly define and respect the boundaries of the assessment.

6.3.3 Safety Measures: Implement measures to prevent disruption of business-critical systems.

6.3.4 Legal Compliance: Adhere to all relevant laws, regulations, and industry standards.

6.3.5 Confidentiality: Maintain strict confidentiality of all findings and sensitive information.

6.4 **Responsibilities**

6.4.1 Red Team: Conduct assessment activities, provide reports, and support remediation.

6.4.2 TCTA to Facilitate access, provide necessary information, and implement remediation actions.

6.5 **Acceptance Criteria**

6.5.1 Successful completion of all engagement phases.

6.5.2 Delivery of all agreed-upon deliverables.

6.5.3 Acceptance of the final report by TCTA

6.6 **Assumptions and Constraints**

- 6.6.1 Engagement will be conducted within the agreed timeline and scope.
- 6.6.2 Access to necessary systems and information will be provided in a timely manner.
- 6.6.3 Any changes to the scope or timeline will be communicated and agreed upon by both parties.
- 6.7 **Re-testing Remediation Validation**
 - 6.7.1 Retest of all material findings identified during the original Penetration Test.
 - 6.7.2 Delivery of:
 - a) A full analyst report including the original and retested findings;
 - b) A revised executive and technical summary of findings;
 - c) Revised improvement plan to guide remediation;
 - d) A detailed security assessment findings and recommendations, analyst commentary, and penetration testing write-ups;
 - e) Detailed technical reports, including a full list of results of vulnerability scans (detailed findings and recommendations for each asset).
 - 6.7.3 Service provider must note that meetings before and after the penetration test should be conducted for briefing and feedback.

7. DELIVERABLES

- 7.1 Kick-off Meeting Minutes: Document outlining the initial discussions and agreements.
Reconnaissance Report: Summary of information gathered during the reconnaissance phase.
- 7.2 Exploitation Report: Detailed findings of vulnerabilities and exploitation methods.
Post-Exploitation Report: Insights into data exfiltration, persistence, and lateral movement activities.
- 7.3 Final Report: Comprehensive document covering all phases, findings, and recommendations.
- 7.4 Executive Summary: High-level overview of the assessment for the executive team.
- 7.5 Skills Transfer to 2 (two) of the TCTA Technical Team (Over the shoulder)

8. ATTENDANCE OF NON-COMPULSORY BRIEFING SESSION

TCTA will set up a non-compulsory briefing session based on information in the tender document. The briefing session will take place virtually via Microsoft Teams.

9. STAGE 1: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.

NO	DOCUMENT TYPE	DESCRIPTION	STATUS
Section 1 SCM Compliance Documents	Compliance	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	Compliance	SBD 4: Bidders' Disclosure	Non-Mandatory
	Compliance	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022.	Non-Mandatory
Section 2 BBBEE	Compliance	<ol style="list-style-type: none"> 1. BBBEE Certificate issued by a Verification Agency Accredited by SANAS, or a Sworn Affidavit for EME and QSE. Consolidated BBBEE for Joint Venture tenderers issued by Agency Accredited by SANAS, or a Sworn Affidavit for EME and QSE. (Correct Sector Codes Affidavit to be used refer to Annexure H and I) 2. No points will be awarded if the bidders' Sworn Affidavit does not comply with the requirements outlined in ANNEXURE G. 	Non-Mandatory
Section 3 CSD	Compliance	Proof of registration on the National Treasury Central Supplier Database (CSD).	Non-Mandatory
Section 4 Tax Compliance	Compliance	Tax Compliance Status Pin	Non-Mandatory
Section 5 Company Experience	Compliance	<p><u>Company experience:</u></p> <p>The bidder must submit at least three signed (3) reference letters in the form of <u>Annexure C</u> from 3 different clients where a Red Team Assessment had been conducted spanning a minimum of 200 IP's assessed within the past 3 years.</p> <p>NB**only properly filled Annexure C will be accepted as a reference letter that proves a minimum of 200 IP's that were assessed will be considered.</p>	Mandatory
Section 6	Compliance	<p><u>KEY PERSONNEL EXPERIENCE:</u></p> <p>The Technical Lead must have at least two (2) of the following certificates: Offensive Security Certified Professional (OSCP), Certified Ethical Hacker (CEH); Council of Registered Ethical Security Testers (CREST) Certified Practitioner Security Analyst (CPSA), EC Council Certified Security Analyst (ECSA), Certified</p>	Mandatory

NO	DOCUMENT TYPE	DESCRIPTION	STATUS
		Computer Forensics Investigator (CHFI), or Certified Information Systems Security Professional (CISSP). NB** <u>Proof in the form of the relevant certificate must be submitted.</u>	
Section 7	Compliance	KEY PERSONNEL EXPERIENCE: Fully completed ANNEXURE B must be submitted with minimum of 2 projects in conducting RED TEAM assessments	Mandatory
Section 8	Price	Financial Proposal: Annexure A Comprehensive financial proposal in line with the deliverables, completing the Pricing Template provided by TCTA as Pricing Template.	Mandatory

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.

10. STAGE 2: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability. TCTA will evaluate the submissions in terms of the functional criteria set out below.

Table 2: Technical Evaluation Criteria

PROPOSED FUNCTIONALITY CRITERIA		
	FUNCTIONAL CRITERIA	MAXIMUM POINTS
Evaluation Criteria A	<p><u>COMPANY EXPERIENCE: (confirmed by client references)</u></p> <p>The bidder must submit at least three signed (3) reference letters in the form of Annexure C from 3 different clients where a Red Team Assessment had been conducted spanning a minimum of 200 IP's assessed within the past 3 years.</p> <p>NB**only properly filled Annexure C will be accepted as a reference letter that proves a minimum of 200 IP's that were assessed will be considered.</p> <p>3 reference letters (Annexure C) indicating where Red Team Assessment services were conducted spanning a minimum of 200 IP's assessed within the past 3 years – 25 points.</p> <p><u>Above 3 Annexure C references submitted in Red Team Assessments – an additional point will be scored for each additional Annexure C to the maximum of 5 points.</u></p>	30

PROPOSED FUNCTIONALITY CRITERIA

<p>Evaluation Criteria B</p>	<p><u>KEY PERSONNEL EXPERIENCE:</u></p> <p><u>Annexure B</u> must be submitted with a minimum of 2 projects in RED TEAM ASSESSMENT for Team leader Consultant.</p> <p>2 projects completed in Red Team Assessments -10 points.</p> <p>3 projects completed in Red Team Assessments -15 points.</p> <p><u>Above 3 projects completed in Red Team Assessments – an additional point will be scored for each project completed to the maximum of 5 points.</u></p> <p>NB** No points will be allocated if Annexure B is not fully completed on each project listed.</p>	<p align="center">20</p>
<p>Evaluation Criteria C</p>	<p><u>KEY PERSONNEL CERTIFICATION</u></p> <p>Certificates of the Proposed VAPT Team Leader</p> <p>The Technical Lead must have at least two (2) of the following certifications: Offensive Security Certified Professional (OSCP), Certified Ethical Hacker (CEH); Council of Registered Ethical Security Testers (CREST) Certified Practitioner Security Analyst (CPSA), EC Council Certified Security Analyst (ECSA), Certified Computer Forensics Investigator (CHFI), or Certified Information Systems Security Professional (CISSP).</p> <p>2 of the certifications listed above - 15 points</p> <p><u>Above 2 certificates submitted – an additional point will be awarded for every certificate to the maximum of 5 points.</u></p> <p>NB** No points will be allocated if proof in the form of certificate is not submitted.</p>	<p align="center">20</p>
<p>TOTAL POINTS</p>		<p align="center">70</p>

At the end of this stage, prospective bidders who fail to meet any of the sub-minimum points and the overall threshold of 50 points out of 70 will not be evaluated further.

11. STAGE 3: PREFERENCE POINTS/SPECIFIC GOALS

11.1 Historically disadvantaged individuals/entities

The following table will be used to calculate the score out of 20 for preference points:

Points for specific goals shall be awarded as follows:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

B-BBEE Status Level of Contributor	Number of Points
7	4
8	2
Non-compliant contributor	0

11.1.1 A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn points.

11.1.2 All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case a valid commissioned affidavit must be submitted. **Where a B-BBEE Certificate is issued by a withdrawn verification agency, no points will be awarded as the B-BBEE Certificate will be deemed invalid.**

Any bidder that does not meet the above-mentioned specific goals will not be disqualified but will be scored 0 for specific goals. No points will be awarded if the bidders' Sworn Affidavit does not comply with the requirements outlined in ANNEXURE E.

11.2 TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

11.3 If the price offered by the highest scoring bidder is not market related, TCTA will negotiate the tendered price and if negotiations are not successful, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.

11.4 Price must be reflected Excluding and Including VAT

11.5 All prices must include disbursements.

11.6 Prices must be firm or non-firm.

11.7 Price and Preferential Points Calculation

80/20 will be used for preference point system.

The weighting of the Preferential points calculation is as follows:

Specific Goals = 20

Price = 80

Bidder's Score = 100

12. STAGE 4: SUPPLIER VETTING

12.1 TCTA may disqualify a bidder who/whose:

12.1.1 Submits fraudulent information or information that they do not have authority to submit;

12.1.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;

- 12.1.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 12.1.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 12.1.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period

13. CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

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13.1 COSTS OF BIDDING

- 13.1.1 Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.
- 13.1.2 TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

13.2 CLARIFICATIONS

- 13.2.1 All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 13.2.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 13.2.3 Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or

are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

13.3 AMENDMENTS

- 13.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 13.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 13.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 13.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 13.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 13.3.6 In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

13.4 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

- 13.4.1 Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 13.4.2 Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.
- 13.4.3 No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.

- 13.4.4 TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

13.5 VALIDITY PERIOD

- 13.5.1 All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 13.5.2 If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 13.5.3 If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 13.5.4 If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

13.6 DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 13.6.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 13.6.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 13.6.3 Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 13.6.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPI").

13.6.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.

13.6.6 We may collect the following information about you:

- a) Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- b) Information about your beneficial owner if we are required to do so in terms of POPIA.
- c) Records of correspondence or enquiries from you or anyone acting on your behalf.
- d) Details of transactions you carry out with us.
- e) Details of contracts you carry out with us; and
- f) Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- g) If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- h) Why we collect Personal Information
- i) Employee and Contractor Information
 - i) To Remunerate the person.
 - ii) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
 - iii) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
 - iv) To conduct criminal, credit, employment reference and other related reference checks.
 - v) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

13.6.7 **Client Information**

- a) To render client related services and administration of client accounts.
- b) To conduct criminal, credit, reference, and other related reference checks.

- c) To authenticate the client.
- d) To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

13.6.8 **Supplier and Third-Party Contractor/Service Provider Information**

- a) To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- b) To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
- c) To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- d) To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

13.6.9 **Sources of Personal Information**

- a) Personal information may be collected from the following sources:
- b) Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
- c) From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- d) From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

13.6.10 **The Storage of Personal Information**

- a) All personal information collected by TCTA will be stored as follows:
- b) In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- c) For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- d) Required by law or contractual obligation.

- e) Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- f) Retained further with the person's consent:
- g) After which the information will be de-identified and disposed of as per the TCTA Records policy.

13.6.11 **Sharing of Personal Information**

- a) Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- b) To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

13.6.12 **Your Rights regarding your Personal Information**

- a) A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- b) Right of access to and the right to rectify or update the personal information collected.

- c) The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- d) The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

13.6.13 **General Conditions pertaining to Personal Information**

- a) TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

13.6.14 This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za> .

13.7 CONFLICTS OF INTEREST

- 13.7.1 Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 13.7.2 Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case-by-case basis.
- 13.7.3 Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
 - a) has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - b) Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;

- c) Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- d) The limitation of participation shall not apply to bidders who are organs of state.

13.8 RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid:

- 13.8.1 Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 13.8.2 Funds are no longer available to cover the total envisaged expenditure;
- 13.8.3 No acceptable Bid is received; or
- 13.8.4 There are material irregularities in the Bid process.

13.9 NOTIFICATION OF UNSUCCESSFUL BIDDERS

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

13.10 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 13.10.1 No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
 - a) Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
 - b) Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or

- c) Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- d) TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

13.11 FRONTING

- 13.11.1 The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.
- 13.11.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 13.11.3 Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

13.12 JOINT VENTURE OR CONSORTIUM

- 13.12.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 13.12.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
 - a) Control
 - b) Management
 - c) Operations

13.12.3 The joint venture or consortium agreement:

- a) Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
- b) Must record the percentage participation by each member.
- c) Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium.
- d) Must provide for the establishment of a management body for the joint venture or consortium.
- e) Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member.
- f) Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it.
- g) Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- h) Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc.
- i) Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

13.12.4 Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

13.12.5 Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

14. CONDITIONS OF CONTRACT

- 14.1 Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:

- 14.1.1 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA.
- 14.1.2 The relevant Bid Submissions.
- 14.1.3 The letter of acceptance to the successful Bidder/s; and
- 14.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
- 14.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 14.2 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable.
- 14.3 In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.
- 14.4 **Variations and Contract Price Adjustments**
 - 14.4.1 No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.
 - 14.4.2 Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
 - a) If the original award/contract made provision for the increase:
 - i) The Contract Manager must prepare a notice of increase based on CPA to the service provider,
 - ii) Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier.
 - iii) Such a letter must be sent at least 2 weeks prior to the effective date of the increase.
 - 14.4.3 If the original award/legal agreement did not make provision for the increase:
 - a) The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager.
 - b) The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist.

- c) The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract.
- d) The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department.
- e) Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum.
- f) The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.
- g) The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

14.5 Performance Management

14.5.1 This contract shall be subject to performance management in line with TCTA’s Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder’s blacklisting within TCTA or other organs of state.

14.5.2 If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	at least twice in 12 months
1 year to 3 years	at least twice in the contract’s duration
6 months to 1 year	at least once in the contract’s duration
Less than 6 months	Optional

14.6 Communication

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

14.7 Cession Of Rights

14.7.1 The successful bidder may cede their rights to a third-party provided that:

- a) The cession does not take place less than 6 (six) months from the date of award.
- b) The third-party is registered on the CSD and its Tax affairs are compliant.
- c) The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder.
- d) The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
- e) The cession agreement is submitted for vetting by TCTA prior to signature.

14.7.2 TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

14.8 **Supplier Code of Conduct**

14.8.1 All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:

- a) Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.
- b) Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa. Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.
- c) Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

14.8.2 Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

- a) Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- b) Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- c) Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.
- d) Use TCTA provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.

- e) Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
- f) Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.

14.8.3 TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:

- a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
- b) Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
- c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.
- d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
- e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- g) Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.

- i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- j) Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

14.8.4 TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.

14.8.5 Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

14.8.6 TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.

14.8.7 TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

14.9 **Payment Process**

14.9.1 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt unless agreed as part of the terms of the contract.

14.9.2 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

14.9.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

- a) VAT registration certificate, if the successful Bidder is a VAT vendor.
- b) Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
- c) Statement setting out details of services rendered, accompanying invoice.
- d) Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

14.9.4 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

14.9.5 Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA

ANNEXURE A: FINANCIAL PROPOSAL

PRICING SCHEDULE		
Task No.	Task Description	Amount (R)
Red Team Assessment		
1	Planning and Preparation	
2	Reconnaissance	
3	Exploitation report	
4	Post-Exploitation Report	
5	Remediation Support	
6	Other (Specify any item to be billed not covered by above)	
Total Excluding Vat		
Vat @15%		
Disbursements		
Total		

ANNEXURE B – RED TEAM LEAD

CV template for key personnel (NO POINTS WILL BE ALLOCATED IF START & END DATES IN MONTHS & YEARS ARE NOT PROVIDED)

Name of Key Personnel:						
Please list Number of Certification as indicated in RFB Document						
**NB Failure to submit the certificate will result in disqualification						
Work Experience (indicate the months and years)						
EMPLOYER/CLIENT	WORK SCOPE	Start Date (month & year) mm/yyyy	End Date (month & year) mm/yyyy	NAME & SURNAME OF CONTACT PERSON	DESIGNATION OF CONTACT PERSON	CONTACT DETAILS
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

ANNEXURE C – REFERENCE LETTER TEMPLATE



Trans Caledon Tunnel Authority (TCTA)
Building 9
Byls Bridge Office Park
Olievenhoutbosch Road
Centurion
0157

ATTENTION: Procurement Department

**REFERENCE LETTER FOR PAST COMPANY EXPERIENCE PERFORMANCE
RELATED TO RED TEAM ASSESSMENT**

This letter serves to confirm that (*insert
Name of Bidder*) completed the Red Team Assessment spanning IP addresses
(*indicate number – minimum 200 Ip's*) in (*insert month
and year*).

Any enquiries relating to this reference can be addressed to:

Company Name:

Client Representative:

Contact Number:

Email Address:

Signature:

Date:

Designation of Signatory:

ANNEXURE C – REFERENCE LETTER TEMPLATE



Trans Caledon Tunnel Authority (TCTA)
Building 9
Byls Bridge Office Park
Olievenhoutbosch Road
Centurion
0157

ATTENTION: Procurement Department

**REFERENCE LETTER FOR PAST COMPANY EXPERIENCE PERFORMANCE
RELATED TO RED TEAM ASSESSMENT**

This letter serves to confirm that (*insert
Name of Bidder*) completed the Red Team Assessment spanning IP addresses
(*indicate number – minimum 200 Ip's*) in (*insert month
and year*).

Any enquiries relating to this reference can be addressed to:

Company Name:

Client Representative:

Contact Number:

Email Address:

Signature:

Date:

Designation of Signatory:

ANNEXURE C – REFERENCE LETTER TEMPLATE



Trans Caledon Tunnel Authority (TCTA)
Building 9
Byls Bridge Office Park
Olievenhoutbosch Road
Centurion
0157

ATTENTION: Procurement Department

**REFERENCE LETTER FOR PAST COMPANY EXPERIENCE PERFORMANCE
RELATED TO RED TEAM ASSESSMENT**

This letter serves to confirm that (*insert Name of Bidder*) completed the Red Team Assessment spanning IP addresses (*indicate number – minimum 200 Ip's*) in (*insert month and year*).

Any enquiries relating to this reference can be addressed to:

Company Name:

Client Representative:

Contact Number:

Email Address:

Signature:

Date:

Designation of Signatory:

ANNEXURE D: SBD 1 – REQUEST FOR BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	026/2024/EWSS/VULNERABILITY/RFB	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RED TEAM ASSESSMENT FOR A PERIOD OF 3 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1st Floor, Building No. 9, Byls Bridge Office Park, 11 Byls Bridge Boulevard, Cnr Olievenhoutbosch Road and Jean Avenue, Highveld Extension 73, Centurion, 0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tefo Sekeleoane		CONTACT PERSON	Nikesh	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders06@tcta.co.za		E-MAIL ADDRESS	tenders06@tcta.co.za	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/>

NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/>
NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/>
NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/>
NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/>
NO	
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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN 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:

ANNEXURE E: SBD 4 – BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER’S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish the following particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

2.3.1 If so, furnish the following particulars:

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

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.

3. DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

ANNEXURE F: SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) Specific Goals

1.4 **To be completed by the organ of state:**

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

CRITERIA OF SPECIFIC GOALS	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE-LEVEL		
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.1. Name of company/firm.....
- 5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

- Partnership/Joint venture or consortium / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company (Pty) Limited
- Non-Profit Company
- State Owned Company

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

ANNEXURE G: B-BBEE SWORN AFFIDAVIT REQUIREMENTS FOR EME AND QSE

The following information is required for the Sworn Affidavits to be valid: -

1. Name/s of deponent as they appear in the identity document and the identity number;
2. Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit;
3. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.;
4. Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected;
5. Indicate total revenue for the latest financial year and whether it is based on audited financial statements or management accounts;
6. Full financial year end as per the enterprise's registration documents, which was used to determine the total revenue. Example 28 February 2022;
7. B-BBEE Status level. An enterprise can only have one status level;
8. Nature of business;
9. VAT Number;
10. Date deponent signed and date of Commissioner of Oath must be the same;
11. Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
12. Correct Sector Codes Affidavit to be used

ANNEXURE H: SWORN AFFIDAVIT – B-BBEE ICT EXEMPT MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE ICT EXEMPT MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of “Black People”
As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013
“Black People” is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization
 i. Before 27 April 1994; or
 ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
 - I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”
Black designated groups: Means
 a) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution
 b) Black people who are youth as defined in the National Youth Commission Act of 1996

- c) *Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
- d) *Black people living in rural and under-developed areas*
- e) *Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;*

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from date signed by the commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

ANNEXURE I: SWORN AFFIDAVIT – B-BBEE ICT QUALIFYING SMALL ENTERPRISE

SWORN AFFIDAVIT – B-BBEE ICT QUALIFYING SMALL ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- 6. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 7. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of “Black People”
As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013
“Black People” is a generic term which means Africans, Coloureds and Indians –
(c) Who are citizens of the Republic of South Africa by birth or descent; or
(d) Who became citizens of the Republic of South Africa by naturalization
i. Before 27 April 1994; or
ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

8. I hereby declare under oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”
Black designated groups: Means
f) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution
g) Black people who are youth as defined in the National Youth Commission Act of 1996

- h) *Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
- i) *Black people living in rural and under-developed areas*
- j) *Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;*

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

9. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
10. The sworn affidavit will be valid for a period of 12 months from date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

ANNEXURE J: ACCESS REQUEST FOR TENDER SUBMISSION AT TCTA

ACCESS REQUEST FORM MUST BE ATTACHED

I hereby request a PIN code to access TCTA premises for the submission of the abovementioned bid.

BID NUMBER:	026/2024/EWSS/VULNERABILITY/RFB
BID DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A RED TEAM ASSESSMENT
BID SUBMISSION CLOSING DATE:	07 NOVEMBER 2024 @11H00 A.M.
DATE FOR SUBMISSION:	
NAME OF BIDDER:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

I hereby request for a pin code to access TCTA premises for the submission of documents of the abovementioned tender.

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

TRANS-CALEDON TUNNEL AUTHORITY

and

(Insert full name of the Bidder)

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:

- 1.1 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
 - 1.1.1 “**Agreement**” means the confidentiality and non-disclosure agreement as set out herein;
 - 1.1.2 “**Affiliates**” means, in relation to any person, all subsidiaries, the holding company and all other subsidiaries of the holding company of such person, together with any company, not being a subsidiary, in which that person directly or indirectly has a significant shareholding percentage;
 - 1.1.3 “**Confidential Information**” means, without limiting the generality of the term, any of the following:
 - 1.1.3.1 technical, scientific, commercial, financial or market information, customer lists, know-how or trade secrets;
 - 1.1.3.2 data concerning business relationships, samples, devices, demonstrations, processes or machinery;
 - 1.1.3.3 details of the Disclosing Party’s clients and prospects such as customers, marketing campaigns, usage rates and benefits; and
 - 1.1.3.4 all the other information in whatever form, whether or not subject to or protected by law or statutory laws relating to copyright, patent, trademarks, registered or otherwise disclosed or communicated to the Receiving Party or acquired by the Receiving Party from the Disclosing Party pursuant to this Agreement;
 - 1.1.4 “**Disclosing Party**” means TCTA;
 - 1.1.5 “**Parties**” means the parties to this Agreement and “**Party**” means either of them as the context may require; and
 - 1.1.6 “**Permitted Purpose**” means the purpose for which the Confidential Information has been disclosed, being the consideration,
 - 1.1.7 “**Project**” means Service to be provided in conducting A VAPT (Vulnerability Assessment & Penetration Testing) Exercise
 - 1.1.8 “**Receiving Party**” means, The Bidder and its duly authorised nominees receiving Confidential Information from the Disclosing Party; and

- 1.1.9 “**TCTA**” means Trans-Caledon Tunnel Authority, established by Notice No. 2631 published in the Government Gazette No. 10545 dated 12 December 1986, as amended by Notice No. 277 published in the Government Gazette No. 21017 dated 24 March 2000, a major public entity listed as such in Schedule 2 of the Public Finance Management Act No 1 of 1999, as amended, in accordance with the laws of South Africa.

In this Agreement:

- 1.2 the Clause headings are for convenience and shall be disregarded in construing this Agreement;
- 1.3 unless the context indicates a contrary intention, the singular shall include plural and vice versa;
- 1.4 a natural person includes an artificial or juristic person and *vice versa*;

2. INTRODUCTION

- 2.1 TCTA wishes to engage bidders for selection to conduct a vulnerability assessment and subsequent Penetration testing services on the Internal & External TCTA environment to provide due-diligence and ensure compliance with statutory requirements.
- 2.2 For the above purpose, information of a secret and confidential nature will be disclosed (granting of access to TCTA Information and Data) by TCTA and as such, the Parties wish to record the terms and conditions upon which they are prepared to disclose such information.
- 2.3 TCTA has agreed to disclose certain Confidential Information to the Receiving Party, for the Permitted Purpose only, subject to the Receiving Party providing TCTA with an undertaking to maintain the confidentiality of the Confidential Information, on the terms and conditions set out in this Agreement.

3. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

- 3.1 The Receiving Party may disclose the Confidential Information only:
- 3.1.1 to its partners, directors, officers, employees, agents, sub-contractors, affiliates and professional advisors and then only to such partners, directors, officers, employees, agents, sub-contractors, affiliates and professional advisors to whom such access is reasonably necessary, provided that such partners, directors, officers, employees, agents, sub-contractors and affiliates agree to be bound by the terms and conditions of this Agreement. For the purposes hereof, the parties’ affiliates shall be deemed to include any entity (whether or not incorporated) which carries on business, whether in South Africa or elsewhere, under a name which includes all or part of the parties’ name or is otherwise

within (or associated or connected with an entity within), or is a correspondent firm of, the worldwide network of the parties' firms;

3.1.2 in relation to any claim or possible claim in connection with this Agreement, to its insurers and legal advisers, provided that such insurers and legal advisers agree to be bound by the terms and conditions of this Agreement.

3.2 The Receiving Party agrees:

3.2.1 not to disclose the Confidential 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;

3.2.2 not to utilise, employ, or exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than for purposes of this Agreement without the prior written consent of the Disclosing Party; and

3.2.3 that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Disclosing Party holds the Receiving Party liable against any direct financial loss, action, expense, claim, harm or damage, of whatever nature, suffered or sustained by the Disclosing Party pursuant to a proven breach by the Receiving Party of the provisions of this Agreement.

3.3 Unless the Parties agree in writing, any documentation or records relating to the Disclosing Party's Confidential Information which comes into the possession of the Receiving Party from the Disclosing Party during the existence of this Agreement or any time thereafter:

3.3.1 shall be deemed to form part of the Confidential Information of the Disclosing Party;

3.3.2 shall be deemed to be the property of the Disclosing Party;

3.3.3 shall not be copied, reproduced, published or circulated by the Receiving Party; and

3.3.4 shall be surrendered to the Disclosing Party on written request, and in any event on the termination of this Agreement.

3.4 The Receiving Party shall procure that any of its associates, employees, professional advisors, agents, consultants or other parties who may have the opportunity of receiving or having any access to any of the Confidential Information of the Disclosing Party are aware of and are bound by this Agreement. The Receiving Party agrees to use its best endeavours to procure that such associates, employees, professional advisors, agents, consultants and persons will be bound by this Agreement even after their relationship with the Receiving Party has been terminated.

4. TITLE AND DURATION

- 4.1 All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:
 - 4.1.1 To be proprietary to the Disclosing Party; and
 - 4.1.2 Not to confer any rights of whatever nature in such Confidential Information to the Receiving Party.
- 4.2 This Agreement shall remain in force until the assessment is completed.

5. STANDARD OF CARE

- 5.1 The Receiving Party agrees to protect the Confidential Information using the same standard of care used to safeguard its own information of a confidential nature and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

6. PERMITTED DISCLOSURES

- 6.1 The Receiving Party shall, subject to the provisions of clause 6.4, be entitled to disclose the Confidential Information to permitted recipients, as per clause 3.1.1, but only to the extent that such disclosure is necessary for the Permitted Purpose and exclusively on a “need to know” basis.
- 6.2 The Receiving Party shall inform all permitted recipients of, and take all reasonable steps to impress upon them, the secret and confidential nature of the Confidential Information and the Receiving Party’s obligations under this Agreement.
- 6.3 The Receiving Party shall be responsible for procuring that the permitted disclosures abide by the confidentiality undertakings given to TCTA by the Receiving Party in this Agreement. The Receiving Party shall be responsible and liable for any breach of the terms of this Agreement by any permitted recipients.
- 6.4 The Receiving Party shall, prior to disclosing the Confidential Information to any of its attorneys, accountants, insurers, funders or other advisors, and without detracting from the Receiving Party’s other obligations in terms of this Agreement, procure that the relevant attorneys, accountants, insurers, funders or other advisors give a written undertaking in favour of TCTA in regard to the Confidential Information, per Annexure 1 attached.

7. EXCLUDED INFORMATION

- 7.1 The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any information that:
- 7.1.1 is known to or in possession of the Receiving Party prior to disclosure thereof by TCTA;
 - 7.1.2 is or becomes publicly known, otherwise than pursuant to breach of this Agreement by the Receiving Party;
 - 7.1.3 is acquired independently of TCTA by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
 - 7.1.4 is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provision of any law or regulation in force from time to time or to comply with any rule or directive of a governmental or regulatory authority, or a professional body to which the Receiving Party (or its affiliates or their respective members), its members or employees belong; provided that in these circumstances, the Receiving Party shall advise TCTA if possible and if permitted by law to take whatever prior actions to limit such disclosure to enable TCTA to take whatever steps it deems necessary to protect its interest in this regard; 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 widest extent possible in the circumstances;
 - 7.1.5 is disclosed to a third party pursuant to the prior written authorisation of TCTA; and / or
 - 7.1.6 is received by the Receiving Party in good faith from a third party in circumstances that do not amount to a breach of the provisions of this Agreement or to a breach by the third party or any undertaking it may have made to a Party to this Agreement in relation to such Confidential Information; and/or
 - 7.1.7 is or has been independently developed by the Receiving Party.

8. FORCED DISCLOSURE

- 8.1 In the event that the Receiving Party is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation or court order, it will, to the extent that it is legally entitled to do so:
- 8.1.1 advise TCTA thereof in writing prior to disclosure, if possible and if permitted by law;
 - 8.1.2 on written request from TCTA and at the cost of TCTA, take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

- 8.1.3 afford TCTA a reasonable opportunity, if possible and if permitted by law, to intervene in the proceedings;
- 8.1.4 comply with TCTA's reasonable requests as to the manner and terms of any such disclosure; and
- 8.1.5 notify TCTA of the receipt of, and the form and extent of, any such disclosure or announcement immediately after it is made if possible and if permitted by law.

9. NON-CIRCUMVENTION

- 9.1 The Receiving Party hereby furthermore declares that the Receiving Party will never use the Confidential Information as mentioned above for any commercial purposes and shall not directly or indirectly circumvent the terms or spirit of this Agreement in an effort to gain commercial advantage in any shape or form that benefit the Receiving Party (directly or indirectly) save as agreed in writing with TCTA.

10. RETURN OF CONFIDENTIAL INFORMATION

- 10.1 The Receiving Party shall, at its own expense, within 5 (five) business days of termination of discussions concerning the Permitted Purpose, and in any event within 5 (five) business days of written demand from TCTA:
 - 10.1.1 return or destroy, and procure the return or destruction of all Confidential Information and all copies of it (whether in paper, electronic or other format) held by the Receiving Party or by a Permitted Disclosee without keeping any copies or partial copies thereof;
 - 10.1.2 destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Receiving Party or by any Permitted Disclosee which contain or otherwise reflect or are generated from the Confidential Information;
 - 10.1.3 delete or procure the deletion of all Confidential Information from any computer, word processor or other device in the possession or control of the Receiving Party or any Permitted Disclosee; and
 - 10.1.4 confirm in writing to TCTA that the Receiving Party and to the best of the Receiving Party's knowledge, information and belief having made all reasonable enquires all Permitted Disclosees have complied with the provisions of clause 10.1.

- 10.2 It is expressly recorded that the provisions of clause 10.1 shall not in any way release the Receiving Party from its obligations under this Agreement, and that notwithstanding the termination of this Agreement for whatsoever reason, the obligations to maintain the secrecy and confidentiality of the Confidential Information shall endure for so long as set out in clause 4.

11. NO WARRANTY OR OFFER

- 11.1 Unless otherwise specifically stated in writing, TCTA:
- 11.1.1 does not give or make any warranty, representation or undertaking, express or
 - 11.1.2 implied, as to the accuracy or completeness of any of the Confidential Information or
 - 11.1.3 other information received by the Receiving Party or its Permitted Disclosees or as to the reasonableness of any assumptions on which any of the same is based;
 - 11.1.4 does not accept any responsibility or liability for the use of the Confidential Information by the Receiving Party or its Permitted Disclosees; and
 - 11.1.5 is under no obligation to update or correct any inaccuracies which may become apparent in any of the Confidential Information.
- 11.2 No Confidential Information or other information, communication or document made available to or supplied to the Receiving Party by TCTA and/or its Affiliates shall constitute an offer or invitation to the Receiving Party, nor will any such information, communication or document form the basis of any contract.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 12.2 The Receiving Party agrees to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

13. BREACH

- 13.1 Without prejudice to the other rights of TCTA, in the event of any unauthorised disclosure or use of the Confidential Information which is or is reasonably likely to constitute a breach of any provision of this Agreement, the Receiving Party shall, at the sole cost of the Receiving Party:

- 13.1.1 immediately notify TCTA in writing and take such steps as TCTA may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach; and
- 13.1.2 use all reasonable commercial endeavours to assist TCTA in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 13.2 The Parties acknowledge and agree that:
 - 13.2.1 cancellation is not an appropriate remedy for breach of this Agreement and this Agreement may not be cancelled or terminated save by written agreement between the Parties; and
 - 13.2.2 damages alone may not be an adequate remedy for any breach of the obligations set out in this Agreement and that the remedies of interdict, specific performance and any other equitable relief are appropriate for any threatened or actual breach of this Agreement. TCTA and/or its Affiliates will be entitled to apply for such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).
- 13.3 Without prejudice to clause 13.2, the Receiving Party accepts full liability for the maintenance of the confidentiality of the Confidential Information and hereby unconditionally and irrevocably holds TCTA and each of its Affiliates harmless against any and all loss, action, expense, claim, harm or damages of whatsoever nature suffered or sustained by TCTA and/or its Affiliates pursuant to:
 - 13.3.1 a breach by the Receiving Party of the provisions of this Agreement; and
 - 13.3.2 any Permitted Disclosing party failing to keep the Confidential Information confidential.
- 13.4 Should any unauthorised disclosure of Confidential Information take place in breach of the provisions of this Agreement, TCTA shall, in addition to the foregoing, be entitled by written notice to the Receiving Party to terminate all obligations to provide information to the Receiving Party with immediate effect and no further information will be disclosed to the Receiving Party in terms of this Agreement.

14. BENEFIT

- 14.1 The undertakings given by the Receiving Party in this Agreement shall be for the benefit of and may be enforced by TCTA and its Affiliates. The undertakings shall be deemed to have been imposed as a *stipulatio alteri* for the benefit of any Affiliate of TCTA and such benefit may be accepted by any such person at any time.

15. NOTICES AND DOMICILIA

15.1 The Parties select as their respective *domicilia citandi et executandi* the following addresses, for the purposes of giving or sending any notice provided for or required under this Agreement:

15.2 TCTA:

Physical address: 1st Floor, Building No. 9,
Byls Bridge Office Park
11 Byls Bridge Boulevard
Cnr Olievenhoutbosch Road and Jean Avenue
Highveld Extension 73
Centurion
South Africa

Email:

Email address:

15.3 THE BIDDER

(Kindly insert details)

Physical address:

Tel number:

Fax number:

Email address:

Attention:

15.4 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email, provided that that no non-delivery or "out of office" response to the email is received.

15.5 Any Party may by notice to any other Party change its physical or its postal address or its email address, provided that the change shall become effective vis-à-vis that addressee on the 10th (tenth) business day from the receipt of the notice by the addressee.

15.6 Any notice to a Party:

15.6.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 10th (tenth) business day after posting (unless the contrary is proved);

- 15.6.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 15.6.3 sent by email to its chosen email address stipulated above, shall, provided that no non-delivery or “out of office” response to the email is received, be deemed to have been received on the business day following the date of transmission (unless the contrary is proved); or
- 15.6.4 sent by courier in a correctly addressed envelope to the physical address stipulated above, shall be deemed to have been received on the 5th (fifth) business day after delivery to the courier.
- 15.7 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding.

16. GENERAL

- 16.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 16.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
- 16.3 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or
- 16.4 TCTA is not obligated to enter into any commercial or other agreements with the Receiving Party that result or may result from this Agreement or any other agreement.

- 16.5 Each provision of this Agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will consult with one another in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of this Agreement. The remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
- 16.6 No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 16.8 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

Signed at _____ this _____ day of _____ 2024

**For and on behalf of:
TRANS-CALEDON TUNNEL AUTHORITY**

Name:
Capacity:
who warrants that he / she is duly authorised
thereto

Signed at _____ this _____ day of _____ 2024

**For and on behalf of:
THE BIDDER**

Name:
Capacity:
who warrants that he / she is duly authorised
thereto

CONFIDENTIAL UNDERTAKING FOR THE BENEFIT OF TRANS-CALEDON TUNNEL AUTHORITY

Address:

Att: []

[Date]

Dear Sir

CONFIDENTIALITY AGREEMENT

We refer to the confidentiality agreement ("**CA**") concluded between the Receiving Party and Trans-Caledon Tunnel Authority ("**TCTA**") on or about **[insert date of CA]**.

Words and expressions defined in the CA will have the same meanings where used in this letter.

We act as..... **[insert capacity r]** to **[insert name of bidder]** ("**Receiving Party**") in relation to the Permitted Purpose.

We confirm that we:

- 1. have read and fully understand and are familiar with the terms and conditions of the CA; and
- 2. are aware that pursuant to the implementation of the CA, we have gained access and/or will gain access to Confidential Information pertaining to TCTA and/or its Affiliates.

We hereby irrevocably undertake, for purposes of clause 6.4 of the CA, to be bound, *mutatis mutandis*, by the terms and conditions of the CA as if each reference in the CA to the Receiving Party were a reference to us. Our address for the purpose of clause 16 of the CA are as follows:

address: [];

fax number: [];

for attention of [],

This letter has been executed on the date stated above and shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Yours faithfully

[insert name and capacity]

Accepted this ____ day of _____ 20__

TRANS-CALEDON TUNNEL AUTHORITY