



South African Reserve Bank

**Financial Services Department – Procurement Section  
370 Helen Joseph Street  
Pretoria**

**Request for Proposal – RFP No: GvdW/11-2013**

**Appointment of a service provider to provide  
vulnerability assessment and penetration tests on the ICT networks and systems  
in the Bank for a period of three years**

**Date of issue: 13 October 2013**

**Closing date: 28 October 2013 at 11:00**

**State full name of organisation/individual:**


**State discipline**


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# Invitation for proposals

## Invitation

The South African Reserve Bank (the Bank) wishes to appoint a service provider to conduct vulnerability assessments and Penetration tests on the ICT networks and systems in the Bank for a period of three years.

The Bank accordingly invites your organisation as a potential service provider to take part in the Request for Proposal (RFP).

Potential service providers must kindly take note that the Bank is a National Key point and as such shortlisted service providers will be subjected to extensive security vetting as dictated by the enabling legislation and the acceptance of a confidentiality agreement.

Proposal documents together with five (5) copies clearly marked “original proposal” and “copy” will be received until **11:00 on 28 October 2013** and must be enclosed in sealed envelopes, bearing the applicable tender headings, tender reference number as well as the closing time and due date, as per the supplied cover page of this document.

The proposals should be deposited in the tender box situated at the South African Reserve Bank, Head Office, 370 Helen Joseph Street Pretoria, for the attention of Gerda van der Walt. Proposals shall remain valid for a period of 120 (one hundred and twenty) days from the closing date for the submission of tenders, during which period they may not be amended or withdrawn.

**Late submissions will not be considered.**

Kindly acknowledge receipt of this invitation and communicate the decision whether your company intends to submit a proposal to: [Gerda.vanderWalt@resbank.co.za](mailto:Gerda.vanderWalt@resbank.co.za)

<p style="text-align: center;"><b>Section 1</b> <b>Conditions of proposal</b></p>
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**1.1 Introduction**

- 1.1.1 The Bank will select an organisation/individual among those shortlisted from the invitation.
- 1.1.2 Please note that (i) the costs incurred or losses suffered by the service provider in preparing and submitting a proposal and negotiating the tender, including visits to the Bank premises, are not reimbursable as a direct cost of the assignment and (ii) the Bank is not bound to accept any of the proposals submitted.
- 1.1.3 The Bank policy requires that service providers provide professional, objective and impartial advice, and at all times holds the Bank's interests paramount, without any consideration for future work.
- 1.1.4 It is the Bank's policy to require that service providers observe the highest standard of ethics during the execution of such RFPs. The Bank will reject a proposal for award if it determines that the service provider recommended for the award has engaged in corrupt or fraudulent activities in competing for the project in question.

**1.2 Clarification and amendment of the proposal documents**

- 1.2.1 Service providers may request a clarification of any information in the proposal before the submission date. Any request for clarification must be sent in writing (by email) to the following person at least 48 hours before the closing date:  
**Mrs Gerda van der Walt, telephone number: 012-313 3787, or**  
**Email to [Gerda.vanderWalt@resbank.co.za](mailto:Gerda.vanderWalt@resbank.co.za).**
- 1.2.2 The Bank may, for any reason, whether at its own initiative or in response to a clarification requested by an invited service provider, amend the proposal. Any amendment shall be issued in writing through addenda.

1.2.3 Addenda shall be sent by fax or emailed to all invited service providers and will be binding on them. The Bank may at its discretion extend the deadline for the submission of proposals.

### **1.3 Preparation of proposal**

1.3.1 Service providers are requested to submit a proposal written in English.

1.3.2 In preparing the proposal, service providers are expected to examine the documents constituting this proposal in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

1.3.3 While preparing the proposal, service providers must ensure that the majority of the key professional staff proposed have a proven, extended and stable working relationship with them.

1.3.4 Response must be according to the provided format.

### **1.4 Submission of proposal**

1.4.1 Service providers must note that if the conditions set out hereafter are not closely adhered to, it may result, at the sole discretion of the Bank, in the proposal not being accepted for consideration.

1.4.2 The original proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the service provider. Any such corrections must be initialled by the person or persons who sign(s) the proposals.

1.4.3 Proposals have to be submitted on the official forms included in the proposal documents and preferably not be qualified by the service provider's own conditions of proposal.

1.4.4 The original copy of the proposal must include a copy of the complete proposal and annexures in electronic format, provided on a compact disc or USB flash drive.

1.4.5 Each service provider is required to return the complete set of proposal documents, which was obtained from the Bank, with all the required information supplied and completed in all respects.

1.4.6 Service providers are requested to supply all information requested in the RFP.

1.4.7 Service providers are instructed to adhere strictly to the numbering used in the proposal document to facilitate ease of evaluation.

1.4.8 Service providers are to note that it remains the responsibility of the tenderers to ensure the **timely** delivery of the proposal.

#### 1.5 **Completion of proposal**

1.5.1 The forms included in these proposal documents reflect essential information that has to be furnished. The proposal document contains forms of tender to be completed by the service provider in every detail, in ink.

#### 1.6 **Signing of proposal**

1.6.1 The person duly authorised thereto shall sign the proposal.

#### 1.7 **Publicity and media releases**

1.7.1 While the RFP process is in progress, the service provider is not entitled to generate publicity or issue media releases that in any way refer to this RFP or the service provider's response to it, without the prior written consent of the Bank.

#### 1.8 **Procurement process**

1.8.1 This is the proposal stage of the procurement process.

1.8.2 The Evaluation Committee will evaluate the proposals on the basis of the evaluation criteria. Each proposal will be awarded a score.

1.8.3 A number of short-listed respondents will be invited for a presentation to the evaluation panel.

1.8.4 A proposal shall be rejected at this stage if it does not respond to important aspects of the brief or if it fails to achieve the minimum score pre-determined by the Evaluation Committee.

## 1.9 Requirements

1.9.1 Potential service providers must meet the following criterion:

- Demonstrate a proven track record of conducting vulnerability assessments and penetration tests on ICT networks and systems, with at least two South African references for a similar engagement.

## 1.10 Proposal evaluation criteria

1.10.1 Proposals will be evaluated based on the following criteria, *inter alia*;

- Company profile which contains commercial requirements such as tax clearance certificate, certificate of incorporation, etc.
- Proven track record and experience in similar projects
- The proposed fee structure
- Capacity and expertise to deliver the requirements included in the scope
- Compliance to Broad Based Black Economic Empowerment initiatives
- References.

## 1.11 Negotiations

1.11.1 Negotiations will include a discussion of the proposal. The Bank and the service provider will work out final Terms of Reference indicating activities, staff, logistics and reporting. The agreed programme and final Terms of Reference will then be incorporated in the “Description of Services” and will form part of the agreement.

1.11.2 Special attention will be given to getting the most the service provider can offer, the best value for money within the available budget and to define clearly the inputs required from the Bank to ensure satisfactory results.

## 1.12 Awarding of the tender

1.12.1 The tender will be awarded following negotiations. After successful negotiations, the Bank will promptly notify other service providers who were on the shortlist that they were unsuccessful. The appointed service provider is expected to commence on the date as agreed upon with the Bank.

1.12.2 The Bank reserves the right to appoint more than one service provider, to address different sections of the scope, should that be considered in the best interest of the Bank.

**1.13 Confidentiality**

1.13.1 Information relating to the valuation of the proposal and recommendations concerning awards shall not be disclosed to the service providers who submitted the proposals or to other persons not officially involved in the process, until the successful service provider has been notified that it has been awarded the tender.

**1.13 Withdrawal, substitution and modification of RFP**

1.13.2 The Bank reserves the right to withdraw, substitute or modify the RFP. Notification of any withdrawal, substitution or modification will be given to all potential service providers.

<p style="text-align: center;"><b>Section 2</b> <b>Notes to service provider</b></p>
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**2.1 Price to include**

2.1.1 The total price shall be deemed to include any and all things and matters necessary for the complete and satisfactory execution and completion of the project, whether or not specifically referred to in the document.

**2.2 Proposal**

2.2.1 The proposal is required to comprise the following:

- 2.2.1.1 Company profile (including tax clearance certificate and certificate of incorporation)
- 2.2.1.2 BBBEE details and rating certificate
- 2.2.1.3 Section 3 of this document: Scope/specifications and plan of action.
- 2.2.1.4 Cost breakdown
- 2.2.1.5 Form of Tender (Appendix A)
- 2.2.1.6 Undertaking of confidentiality (Appendix B)
- 2.2.1.7 Security vetting documents. (Annex A)
- 2.2.1.8 Response (Annex B).

**2.3 Quality assurance**

- 2.3.1 The Project Manager will agree with the service provider on set standards of quality acceptance.
- 2.3.2 Intellectual property rights of all relevant material will transfer to the Bank upon the completion of the engagement.

<p style="text-align: center;"><b>Section 3</b> <b>Scope of work</b></p>
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**3.1 External attack simulation**

Identifying vulnerabilities and demonstrating possible exploitation for major weaknesses associated with the entire South African Reserve Bank (the Bank) web-facing infrastructure or perimeter security from outside the network, including the web applications.

**3.2 Internal attack simulation**

Identifying weaknesses on the internal networks that may compromise the network environment, identify vulnerabilities and demonstrate possible exploitation for major weaknesses within the Bank's networks.

**3.3 Wireless network attack simulation**

Identifying vulnerabilities and testing the configuration and deployment of the wireless network security, and demonstrate possible exploitation for major weaknesses

**3.4 Secure configuration review**

Performing a detailed security review of the Bank's infrastructure, including remote access.

**Breakdown of costs**

**Cost breakdown and resource allocation according to the relevant fees, and including VAT must be attached hereto, and both the breakdown and Appendix A must be signed by the service provider.**

**The cost breakdown and resource allocation should be submitted on the company letterhead and should be signed by the authorised signatory.**

Signed: \_\_\_\_\_  
(for and on behalf of the service provider who by signature hereof warrants authorisation hereto)

Date: \_\_\_\_\_

**Section 4**  
**Summary of conditions of contract**

**4.1 Conditions of contract**

Some of the terms of the contract which shall govern the rendering of services are set out herein below. However, the Bank may draft comprehensive conditions of contract after awarding the tender, if deemed necessary. The Bank is agreeable to negotiate the terms and conditions of the contract as may be reasonably required by either the Bank or the service provider.

**4.2 Contact person**

The service provider is to ensure that a contact person is appointed for the Bank's project.

**4.3 Cost**

It is the service provider's responsibility to ensure that the cost tendered includes all matters deemed necessary for the successful execution of the project.

**4.4 Insurance**

The service provider is to insure its personnel, equipment and vehicles.

**4.5 Protection of the service**

The service provider must warrant the rendering of the service to the Bank for the period of the contract.

**4.6 Contract type**

The Bank wishes to enter into a contract with the service provider for the initial definition and design phase, with subsequent contract phases, covering the remainder of the scope, to be agreed by the parties. Kindly supply an example of your proposed service contract.

**Appendix A**



South African Reserve Bank

**Appointment of a service provider to provide vulnerability assessment and penetration tests on the ICT networks and systems in the Bank for a period of three years**

Employer: The South African Reserve Bank  
Street address: 370 Helen Joseph Street, Pretoria  
Telephone number: 012 313 3787  
Service provider: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Postal address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

<b>Proposed tender sum</b>			
<b>14% VAT (if applicable)</b>			
<b>Total:</b>			

Amount in words

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
(for and on behalf of the service provider who by signature hereof warrants authorisation hereto)

Date: \_\_\_\_\_

Vat registration number: \_\_\_\_\_

**Kindly attach a copy of your standard contract for these services**



South African Reserve Bank

## Appendix B

### UNDERTAKING OF CONFIDENTIALITY

This undertaking of confidentiality is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2013, by \_\_\_\_\_ (insert full names) in his / her capacity as \_\_\_\_\_ (insert ) of \_\_\_\_\_ (insert name of institution and registration number, where applicable), with its usual place of business at \_\_\_\_\_(insert), hereinafter referred to as the “recipient”, in favour of the South African Reserve Bank, hereinafter referred to as the “SARB”, with its usual place of business at 370 Helen Joseph Street, Pretoria.

In consideration of the mutual covenants and provisions contained herein, the recipient undertakes as follows:

In this agreement, the following terms will have the meanings ascribed to them below:

“effective date” shall mean the date upon which this agreement is signed;

“SARB” shall mean the party making information, as defined below, available to the other party;

“recipient” shall mean the party to whom information, as defined below, is made available;

“information” shall include:

Information relating to the feasibility project;

Data furnished, disclosed and/or transmitted to the recipient, whether disclosed orally or in writing, which is clearly identified by the SARB as being confidential; and

Notes, analyses and other documents prepared by the recipient or its representatives which have been based upon or derived from confidential information received from the SARB.

“product/service” shall mean the feasibility project and services described in this RFP.

In furtherance of this agreement, the SARB may, at its option, make information available to the recipient. Information disclosed verbally, in writing or electronically will be considered as confidential. However, information shall not include any information which:

Is contained in a publicly available printed publication prior to the date of this agreement;

Is or becomes publicly known through no wrongful act on the part of the recipient;

Is known by the recipient without any proprietary restrictions at the time of receipt of such information from the SARB or becomes known to the recipient without proprietary restrictions from a source other than the SARB; or

Is independently developed by the recipient without reference to the information disclosed by the SARB.

The recipient agrees to receive the information in the utmost confidence and to keep the information confidential, using at least the degree of care as is used by the recipient to protect its own confidential information.

The recipient further agrees to disclose the information only to its authorized employees, sub-contractors, suppliers, legal advisors and financial advisors whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its colleagues, and its authorized employees, sub-contractors, suppliers, legal advisors and financial advisors to comply with the terms of this agreement, prior to the disclosure to such employees, sub-contractors, suppliers, legal advisors and financial advisors.

The recipient shall not make any additional copies of information without the express written consent of the SARB. The recipient, will at its own cost, and after a written request has been submitted by the SARB, return all documents and tangible property in its possession which contain any part of the information disclosed to the recipient by the SARB hereunder.

The recipient shall use such information only in connection with the furtherance of the business relationship between the parties, and the recipient shall make no further use, in whole or in part, of any such information. However, nothing in this agreement shall restrict the SARB from using, disclosing or disseminating its own information in any way.

The recipient shall not be entitled to utilize the name of the SARB in publicity releases, advertising or for other promotional purposes without securing the prior written consent of the SARB.

The obligations imposed by this agreement will remain in perpetuity.

This agreement sets forth the entire agreement and understandings between the recipient and the SARB (the "parties") as to the subject matter hereof and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this agreement. Neither of the parties shall be bound by any condition or representations with respect to such subject matter, other than as expressly provided in this agreement or as duly set forth on or subsequent to the date of this agreement in writing, and signed by a proper and duly authorized representative of the parties.

This agreement will be governed by and construed in accordance with the law of the republic of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African courts.

In the event of the invalidity or unenforceability of any provision of this agreement under any applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this agreement.

In witness whereof the recipient has caused this agreement to be signed in its name.

\_\_\_\_\_  
Signature of recipient on behalf of the organization referred to at the beginning of this agreement, who by affixing his/her signature hereto warrants his/her authority to bind the organization.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



South African Reserve Bank

## **Security Vetting**

Please note that each company, consultant and or contractor appointed by the Bank will be subjected to a personnel security vetting process in accordance with the Bank's Security Vetting Policy. Companies, consultants and contractors must submit copies of the following documentation.

### **1 Documents to be submitted with regard to the Company**

- 1.1 Company name and registration number
- 1.2 A valid Tax Clearance Certificate – Tender (not older than 6 months)
- 1.3 A certified copy of a valid certificate to commence business
- 1.5 A certified copy of a valid certificate of change of name of company
- 1.6 A certified copy of a valid certificate of incorporation of a company having a share capital
- 1.7 A certified copy of the JV agreement
- 1.8 A certified copy of Professional Indemnity Insurance Cover
- 1.9 A list reflecting the names and ID numbers of all the company directors
- 1.10 A company profile.

### **2. Documents to be submitted with regard to consultants/contractor or staff**

- 2.1 A list reflecting the names, ID numbers and a short description of the role of each staff member on the project.
- 2.2 A certified copy of the first page of the ID book of each staff member on the project.

### **3. Security Vetting Process**

As the Bank is an organ of state and a National Key Point, the National Intelligence Agency is obliged to issue all Bank employees (permanent and temporary employees of the Bank, job applicants, independent contractors or contract workers, consultants, and other service providers) with a security clearance. Through personnel security vetting, the Bank ensures that all employees have appropriate security clearances for the work they are required to do.

The personnel security vetting process is guided by the principles of fairness, objectivity, professionalism, respect for human rights and privacy, and the application of due processes as enshrined in the Bill of Rights, Chapter II of the Constitution of the Republic of South Africa (Act No. 108 of 1996). In particular, the employee's right to privacy, religion, belief, opinion, freedom of expression, freedom of association, freedom of movement and residence, and political rights will be duly respected by the Bank.

All the individuals that you may require for the purpose of this project will have to complete a security clearance questionnaire and be successfully security cleared prior to accessing any Bank premises or information.