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APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A SMALL-SCALE ENTRY LEVEL DATA MASKING TOOL FOR THE PROTECTION OF PERSONAL INFORMATION FOR A PERIOD OF 36 MONTHS

Bid Number	122/2026/EWSS/DMT/RFB
Title of this RFB	Appointment of a service provider for the provision, implementation, maintenance and support of a small-scale entry level data masking tool for the protection of personal information for a period of 36 months.
RFB Issue Date	29 October 2026
Clarification and enquiries	NB: Kindly send all clarification questions or enquiries to the receiving officers at tenders02@tcta.co.za. Deadlines for clarifications will be on 18 November 2026 @16h00.
Non-Compulsory Briefing session	**Online: Microsoft Teams** Meeting ID: 318 044 457 102 014 Passcode: Bu9bE3JA TBA
Non-Compulsory Briefing Session Date and Time	12 November 2026 @ 11h00
RFB Closing Time & Date	01 December 2026 @ 10h00 *Bidders must complete **Annexure J** Bid Receiving Form to be submitted with their bid. Bidders must submit their bids during office hours between 08:00 – 16:30*
Request for Gate Access Code Deadline:	Completed Request Form - **Annexure I** to be sent to tenders02@tcta.co.za, 3 days before the closing of the bid.
Bid Validity Period	120 calendar days commencing from the RFB closing date
Delivery Address	Bids must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked **RFB No: 122/2026/EWSS/DMT/RFB:** on or before the closing date and time: Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Park, First Floor, Olievenhoutbosch Rd, Centurion, 0157
Enquiries:	All communication relating to the RFB must be addressed to the following e-mail address: tenders02@tcta.co.za. TCTA shall not be held responsible for any eventuality resulting from the sending of RFB related communication to a different e-mail address.

TABLE OF CONTENTS

1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS 1
2. PREPARATION OF BID SUBMISSIONS 2
3. BACKGROUND 2
3.1. SCOPE OF WORK 3
3.2. COMPANY EXPERIENCE REQUIRED 4
3.3. KEY PERSONNEL EXPERIENCE 4
3.4. CONTRACT DURATION 5
3.5. DELIVERABLES 5
4. STAGE 1: RETURNABLE DOCUMENTS (SUBMISSION REQUIREMENTS) 7
5. STAGE 2: FUNCTIONAL EVALUATION 9
6. STAGE 3 DATA MASKING DEMONSTRATION 10
7. STAGE 4: SPECIFIC GOAL 11
8. STAGE 5: PRICE 11
9. STAGE: 6 SUPPLIER VETTING 12
10. CONDITIONS OF BID 13
10.1. COSTS OF BIDDING 13
10.2. CLARIFICATIONS 13
10.3. AMENDMENTS 13
10.4. MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION 14
10.5. VALIDITY PERIOD 14
10.6. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT 15
10.7. CONFIDENTIALITY 18
10.8. RIGHT NOT TO AWARD 18
10.9. TERMS AND CONDITIONS OF CONTRACT 19
10.10. SUBCONTRACTING AFTER AWARD 20
10.11. CESSION OF RIGHTS 20
10.12. NOTIFICATION OF UNSUCCESSFUL BIDDERS 20
10.13. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES 21
10.14. FRONTING 21
10.15. JOINT VENTURE OR CONSORTIUM 21
10.16. PAYMENT PROCESS 22
ANNEXURE A: COMPANY EXPERIENCE 24
ANNEXURE B: TEMPLATE FOR KEY PERSONNEL'S CV 25
ANNEXURE C DATA MASKING TOOL MATRIX 26
ANNEXURE D – PROPOSED PRICING SCHEDULE 27
ANNEXURE E: SBD 1 – INVITATION TO BID 28
ANNEXURE F: SBD 4 – BIDDER'S DISCLOSURE 30
ANNEXURE G: SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 32
ANNEXURE H1: SWORN AFFIDAVIT – B-BBEE WHICH EVER IS APPLICABLE 37
ANNEXURE H2 – VALID SWORN AFFIDAVIT REQUIREMENTS 41
ANNEXURE I: REQUEST FOR ACCESS TO TCTA PREMISES 42
ANNEXURE J: BID RECEIVING FORM 43

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	Means 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 Proposals/Request for Quotations/Request for Information etc)
BLACK PEOPLE	African, 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 consultant means 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 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 exempt micro enterprises with an annual total revenue of R10 million or less in terms of the B-BBEE Codes of Good Practice of 2019 and an entity with an annual turnover of less than R10 million in terms of the amended B-BBEE Codes;
QSE	Qualifying small enterprises with an annual total revenue of between R10 million and R50 million in terms of the B-BBEE Codes of Good Practice of 2019 in terms of the amended B-BBEE Codes;
PROCUREMENT SPECIALIST	Duly appointed person in the Procurement unit responsible for Procurement related transactions and processes including RFQs
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.

RD	A requesting department withing TCTA or its representative
ROE	Rate of Exchange
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
OEM	Original Equipment Manufacturer

2. PREPARATION OF BID SUBMISSIONS

2.1. Bidders are required to comply fully with this Request for Bid including annexures and the relevant appendix during submission to TCTA;

2.2. For a Bid Submission to be acceptable, it must:

2.2.1. Not be late and 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;

2.2.3. Bidders must submit 1 physical original copy in English and 1 electronic copy on an unencrypted USB in pdf format. The information in the USB must be identical to the original submission. TCTA will rely on the original physical submission for evaluation.

2.2.4. Contain a firm price;

2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions of the Conditions of Bid.

2.4. This Bid has 6 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

TCTA manages regulated and sensitive information, including personal, financial, operational, and internal corporate data. The current manual or ad-hoc data-masking practices are no longer adequate and expose the organisation to several risks. TCTA intends to appoint a reputable, well-resourced, experienced accredited ICT partner, to supply, implementation and support a Software as a Service (SaaS) based data masking solution. The solution will enhance TCTA's Information Management and Data Governance capabilities by providing secure, controlled, and compliant handling of sensitive data across operational, analytical, and non-production environments.

3.1. SCOPE OF WORK

The appointed service provider shall be required to provide TCTA with a Data Masking Solution, including implementation, training, support and operationalize the Data masking Solution across TCTA environments i.e production, development, test, UAT and cloud services. The solution must be able to mask structured data (SQL server and Sage), semi structured data (Excel and CVT) and unstructured data (SharePoint, One drive, shared drives, local drives, PDF, Word, Images, Email, M365 content)

The scope of work includes, but is not limited to:

SCOPE OF WORK
DESCRIPTION OF GOODS/SERVICES
Data Discovery and Classification The solution shall: • Automatically scan data sources • Discover sensitive information • Identify Personal Information (PI) • Identify confidential information • Discover regulated information • Discover unstructured documents
Pattern Recognition The solution shall identify and mask: • South African ID numbers • Passport numbers • Employee numbers • Banking information • Contact information • Health information • Financial information
Static data masking – Ability to mask data at rest The solution shall permanently mask data at rest using any of the following methods • Substitution – Replacing real values with realistic fakes from a lookup set, e.g., replace real names with fake names. • Shuffling – Randomly swapping values within the same column, keeping distribution but breaking links to individuals. • Masking/Redaction – Hide part of the value with characters, e.g., *_ *_ **** 1234. • Nulling – Replacing with NULL or blank. • Encryption – Replacing value with encrypted token or random token that can be reversed with a key/vault. • Static masking – Creating a sanitised copy of the database for dev/test.
Dynamic data masking – Ability to mask data in transit The solution shall mask information in real time without modifying underlying data. Dynamic Rules • Role-based masking • Context-based masking • Device-based masking

SCOPE OF WORK
DESCRIPTION OF GOODS/SERVICES
• Risk-based masking EXAMPLE: USER ROLE = HR Manager = Full ID number = HR Admin = Partial ID number = Other User = Masked ID number
Audit, logging, and reporting features – Ability to produce reports/dashboards The solution shall log: • User login events • Masking actions • Failed access attempts • Administrative actions • Reports shall include: • POPIA Compliance Status • Privacy Risk Reports • Access Control Reports • Data Discovery Reports • Data Exposure Reports
Implementation, Training and Knowledge Transfer • Solution design, deployment, and configuration. • Pilot implementation and phased rollout approach • Administrator and end-user training sessions. • Comprehensive technical and operational documentation. • Knowledge transfer to TCTA ICT teams.
Support and Maintenance • Post-implementation support and maintenance. • Software updates, patching, and version upgrades. • Service Level Agreements (SLAs) for incident resolution and system availability. • Ongoing technical support and advisory services.

3.2. COMPANY EXPERIENCE REQUIRED

The bidder must demonstrate at least five years of experience in delivering and implementing the proposed Data Masking solution. This experience will be validated through contactable client references and not appointment letters. All references must be submitted as prescribed in stage 1 of the evaluation: Returnables.

3.3. KEY PERSONNEL EXPERIENCE

Key Personnel must have a minimum of 5 years' experience in implementing the proposed data masking solution. The experience will be validated using Annexure B as prescribed in stage 1 of the evaluation: Returnables.

3.4. CONTRACT DURATION

The contract duration is 36 months.

3.5. DELIVERABLES

The successful bidder must deliver the following:

1. Planning Artefacts (Project Initiation Phase)

The service provider must provide the following documentation on the dates prescribed by TCTA in writing:

- Project Plan
- Kick-off meeting minutes and detailed implementation plan outlining project scope, objectives, timelines, milestones, resource allocation, communication plan, and risk management approach.
- Solution architecture and design documentation (logical and technical architecture).
- Data masking baseline assessment report.
- Implementation methodology and rollout strategy (phased or full deployment).
- Risk register and change management approach aligned to TCTA governance processes.
- Project Manager to be allocated to the project to manage the project and the deliverables including change management

2. Executive Summary

The service provider must provide an executive summary document covering the following on the date prescribed by TCTA:

- Overview of the Data Masking implementation scope, approach, and key outcomes.
- Summary of identified Data Masking risks, gaps, and governance weaknesses.
- Impact on business processes, ICT systems, and regulatory compliance
- Any other issues relevant for TCTA to consider.

3. Detailed Technical Implementation Report

The service provider must provide a comprehensive technical report covering:

- Inventory of all discovered TCTA data platforms and database that contain sensitive personal identifiable information
- Data Masking solution configuration details and system integration architecture.
- Data masking model/s and governance structure.
- Static and Dynamic data masking configurations.
- Integration with Active Directory, Azure AD, structured, semi structured and unstructured databases

- Security hardening measures and policy enforcement configurations.
- Identified personal identifiable data protection control gaps and remediation actions implemented.

4. Operational Documentation and Knowledge Transfer plan

The service provider must provide a comprehensive knowledge transfer plan and documentation covering the following on the date prescribed by TCTA:

- Administrator and end-user operational manuals.
- Standard Operating Procedures (SOPs) for Data Masking.
- Incident response procedures for data breaches.
- Training materials and knowledge transfer sessions for ICT technical support teams and end-users.
- System handover documentation and operational support guide.
- User Acceptance Testing (UAT) plan and test results.
- System performance and functionality validation reports.

5. System Stabilization

The service provider must provide system stabilization service for six weeks after go-live which includes the following:

- User support post go live
- Resolution of system issues

6. Post-Implementation and Support Deliverables

The service provider must provide the following on the dates prescribed by TCTA:

- Post-implementation review report and optimisation recommendations.
- Maintenance and support plan with defined SLAs.

Priority Level	Description	Business Impact	Initial Response	Resolution Target
P1– Critical	Complete failure of a critical ICT service requiring immediate attention.	Organisational-wide impact or mission-critical function unavailable.	30 minutes	4 business hours
P2 – High	Major degradation of a key ICT service.	Significant departmental impact with no reasonable workaround.	1 business hour	8 business hours
P3 – Medium	Partial or non-critical service disruption.	Limited user impact with workaround available.	4 business hours	2 business days

Priority Level	Description	Business Impact	Initial Response	Resolution Target
P4 – Low	Standard service request or minor issue.	Minimal business impact.	8 business hours	3 - 5 business days

TCTA reserves the right to impose a service credits for non-performance against the requirements set out in this bid. The parties to agree on the relevant provisions during the contracting stage.

- Patch management and upgrade roadmap for the Data Masking solution.
- Continuous improvement and maturity enhancement recommendations.

7. Skills Transfer plan

The service provider must provide a skills transfer plan covering the following on the date prescribed by TCTA:

- Structured knowledge transfer documented guide to TCTA ICT technical support and end-user personnel during the Data Masking solution implementation, configuration, and operationalisation phases.
- Hands-on training sessions and documentation covering static and dynamic masking of data, masking models, monitoring, reporting, and policy management.
- Guidance document on monitoring breaches, reviewing audit logs, and responding to data breach alerts and incidents.
- Training on system administration, troubleshooting, backup, and maintenance of the Data Masking solution.
- Provision of administrator manuals, SOPs, and operational runbooks tailored to TCTA's environment.
- Formal knowledge transfer workshops and competency handover document to ensure TCTA teams can independently operate, manage, and optimise the solution post-implementation.

8. Licenses

The winning bidder must provide licenses for 4 users by the date prescribed by TCTA.

4. STAGE 1: RETURNABLE DOCUMENTS (SUBMISSION REQUIREMENTS)

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

Table 2: Returnable Documents

SECTION	DESCRIPTION	SUBMISSION REQUIREMENT
Section 1	Valid ISO/IEC 27001:2002 Information Security Standard Certificate	Mandatory
	OEM or reseller For resellers a valid Partner letter from the OEM which is within the required annual renewal for the resellers of the tool. For OEM a Manufacturer's Authorization Letter (MAF) issued directly on the OEM's official letterhead stating that they are the original manufacturer of the specified tool is required	Mandatory
Section 2	SBD 1: Invitation to bid terms and conditions for bidding	Non-Mandatory
	SBD 4: Declaration of Interest	Non-Mandatory
	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022	Non-Mandatory
Section 3	National Treasury Central Supplier Database report	Non-Mandatory
Section 4	A valid BBBEE Certificate issued by SANAS accredited agency. In the instance of an EME or QSE in which case they must submit a commissioned affidavit which meets the minimum requirements set out on **Annexure H**. Sworn Affidavits which do not meet the minimum requirements set out in Annexure H will not be awarded points. Bidders must complete the Sworn Affidavit which is applicable to their company. QSEs that do not meet level 1 or level 2 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS. ***Or in case of Joint Ventures:*** Consolidated BBBEE certificate issued by verification Agency approved by SANAS.	Non-Mandatory
Section 5	Company Track Record: Reference letters or alternatively Annexure A – company experience	Non-Mandatory
Section 6	Key Personnel – CV or alternatively Annexure B	Non-Mandatory
Section 7	Annexure C - Data Masking tool Matrix	Non-Mandatory
Section 8	Financial Proposal • Comprehensive financial proposal in line with the Pricing	Mandatory

SECTION	DESCRIPTION	SUBMISSION REQUIREMENT
	Template provided by TCTA as Pricing Schedule. Annexure D.	

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

5. STAGE 2: FUNCTIONAL EVALUATION

The evaluation criteria set out below in table 3 will be used to evaluate the bidder's functional requirements.

Table 3: Evaluation Criteria

FUNCTIONALITY EVALUATION		
SECTION	**EVALUATION CRITERIA**	**POINTS**
COMPANY EXPERIENCE	The bidder must have a minimum of Five (5) years' experience in implementing Data Masking solution. Bidders must complete only reference letters evidencing work performed, which will be considered for scoring. **Proof required:** Submit client reference letters on the client's official letterhead, each containing the following: • Client name • The description of the services offered • Contract/engagement dates (start & end) or month/year of delivery. • Client contact person and contact details (email and contact number) Alternatively, bidders may complete Annexure A – company experience. **Points will be allocated as follows:** • More than 5 years of relevant Data Masking implementation experience= 30 pts • 5 years of relevant Data Masking implementation experience= • 20 pts • Less than 5 years of relevant Data Masking implementation experience= 0 pts.	30
	Number of Data Masking Implementations The bidder must have implemented at least a total of **2 Data Masking Solutions in the past 5 years.** **Proof Required:** Submit client reference letters on the client's official letterhead. Alternatively, complete Annexure A in respect of their Data Masking Solution implementations. Reference letters must be in the Company's letterhead with contactable details (name of the client, contact person, contact number and email address); the description of the services offered and period the services were rendered (start date	30

FUNCTIONALITY EVALUATION		
	and end date with month and year). **NB: Reference letters that do not meet the above-specified requirements will not be considered.** **Points will be allocated as follows:** • **0 pts** – Less than 2 Data Masking implementation projects. • **20 pts** – 2 Data Masking implementation projects. • **30 pts** – More than 2 Data Masking implementation projects	
KEY PERSONNEL	**Key Personnel (Data Masking Technical Lead)** The bidder must provide a resource that have technical experience in implementing the solution. A minimum of five (5) years of technical lead experience in the previous implementations of the related project. **Bidders to submit Key Personnel – CV or alternatively Annexure B.** Points will be allocated as follows: • **0 pts** – Less than 5 years' experience. • **10 pts** – 5 years' experience. • **20 pts** – More than 5 years' experience	20
	TOTAL	**80**

A total of 80 points are allocated to this section. Bidders will have to achieve a minimum score of 50 points out of 80 points to proceed to the next stage of the evaluation process which is a demonstration of Static and Dynamic Masking. **Bidders scoring less than 50 points will be disqualified at this stage and not evaluated further.**

6. STAGE 3 DATA MASKING DEMONSTRATION

Data Masking tool Demonstration (4 points) Bidders who met the minimum requirements of 50 points out of 80 points will be required to demonstrate their solution in their environment or at a client where they have implemented the solution. The purpose of the demonstration is for the bidder to showcase that the out-of-the-box functionality works according to **(Annexure C**). As part of the evaluation process, bidders must demonstrate compliance across **four** core functionality features outlined in detail in Annexure C. Each functionality area will be assessed independently. **Scoring Methodology** A score of 1 point will be awarded for each core functionality feature where full compliance is demonstrated on each core functionality features as listed below: The Data Masking solution must adhere to the following core functionality features required by TCTA**:** ○ Static Data Masking ○ Dynamic Data Masking ○ Audit, logging, and reporting	**4**

○ Data discovery and classification **Any Bidder not meeting the requirements of 4 points in this section of the evaluation will be disqualified at this stage and not evaluated further.**	

7. STAGE 4: SPECIFIC GOAL

The weighting of the evaluation criteria is as follows:

B-BBEE = 20 Points

7.1.1. A bidder who fails to submit proof of B-BBEE status level of contributor or a non-compliant bidder will not be disqualified at this stage but:

7.1.1.1. May only score points out of 80 for price.

7.1.1.2. Scores 0 out of 20 for specific goals as per **ANNEXURE G: SBD 6.1**.

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

7.1.3. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or level 2 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.

7.1.4. An EME or QSE with 100% black ownership qualifies at a Level One.

7.1.5. An EME or QSE with more than 51% black ownership qualifies at a Level Two.

7.1.6. If black ownership of an EME is below 51%, it qualifies at a Level Four.

7.1.7. If black ownership of a QSE is below 51%, it is required to be measured in terms of the QSE.

8. STAGE 5: PRICE

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

Annexure D will be used for the evaluation of price. Bidders are required to provide a total fixed price over the contract period as per the table in **Annexure D**.

Self-created templates not in line with **Annexure D**, will be considered incomplete and accordingly non-responsive.

8.1.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of the PPPFA.

8.1.2. Price must be reflected Excluding and Including VAT.

8.1.3. The bidders must include an escalation for year 2 and year 3 based on the CPI.

8.1.4. All prices must include disbursements e.g. travel and printing costs, etc. Disbursement shall

be paid for actual costs incurred.

8.1.5. Prices must be firm and unconditional. Bids with conditional prices will not be acceptable and will be treated as such.

8.1.6. Prices must be firm. Bidders are not allowed to submit multiple quotations.

8.1.7. All prices must be in South African rands.

9. STAGE: 6 SUPPLIER VETTING

9.1. TCTA reserves the right to disqualify a successful bidder who/whose:

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

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

9.2. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;

9.3. 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

9.4. 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.

10. 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.

10.1. COSTS OF BIDDING

10.1.1. 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.

10.1.2. 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.

10.2. CLARIFICATIONS

10.2.1. 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 10 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.

10.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

10.2.3. Should a Bidder fail to submit and/or complete non-mandatory annexures, TCTA will call upon the Bidder to complete and submit such annexures. TCTA reserves the right to request clarity to remove any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested non-mandatory documents or schedules within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder, and no mandatory annexures, mandatory documents and/or mandatory schedules shall be requested after the tender closing date and time.

10.3. AMENDMENTS

10.3.1. 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 ten (10) working days prior to the stipulated closing date and time.

10.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.

10.3.3. 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.

10.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.

10.3.5. 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.

10.3.6. 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.

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

10.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.

10.4.2. 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 Conditions of the bid.

10.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.

10.4.4. 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.

10.5. VALIDITY PERIOD

10.5.1. All Bid Submissions must remain valid for **120 days** from the stipulated closing date and time of the Request for Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.

10.5.2. 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.

10.5.3. 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.

10.5.4. 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.

10.6. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

10.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.

10.6.2. 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.

10.6.3. 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.

10.6.4. 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").

10.6.5. 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.

10.6.6. We may collect the following information about you:

10.6.6.1. 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;

10.6.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.

10.6.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.

10.6.6.4. Details of transactions you carry out with us.

10.6.6.5. Details of contracts you carry out with us; and

10.6.6.6. Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

10.6.7. 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.

10.6.8. **Why we collect Personal Information**

10.6.9. **Employee and Contractor Information**

10.6.9.1. To Remunerate the person.

10.6.9.2. To comply with laws authorising 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.

10.6.9.3. To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.

10.6.9.4. To conduct criminal, credit, employment reference and other related reference checks.

10.6.9.5. 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.

10.6.10. **Client Information**

10.6.10.1. To render client related services and administration of client accounts.

10.6.10.2. To conduct criminal, credit, reference, and other related reference checks.

10.6.10.3. To authenticate the client.

10.6.10.4. 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.

10.6.11. **Supplier and Third-Party Contractor/Service Provider Information**

10.6.11.1. To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.

10.6.11.2. 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.

10.6.11.3. To render services relating to the administration of supplier/service provider or contractor accounts.

10.6.11.4. 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.

10.6.12. **Sources of Personal Information**

10.6.12.1. Personal information may be collected from the following sources:

10.6.12.2. 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.

10.6.12.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.

10.6.12.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

10.6.13. **The Storage of Personal Information**

10.6.13.1. All personal information collected by TCTA will be stored as follows:

10.6.13.2. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.

10.6.13.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:

10.6.13.4. Required by law or contractual obligation.

10.6.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.

10.6.13.6. Retained further with the person's consent:

10.6.13.7. After which the information will be de-identified and disposed of as per the TCTA Records policy.

10.6.14. **Sharing of Personal Information**

10.6.14.1. 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 organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.

10.6.14.2. 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.

10.6.14.3. To financial and government organisations 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.

10.6.14.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.

10.6.14.5. 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.

10.6.14.6. To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

10.6.14.7. 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.

10.6.15. **Your Rights regarding your Personal Information**

10.6.15.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:

10.6.15.2. Right of access to and the right to rectify or update the personal information collected.

10.6.15.3. 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.

10.6.15.4. 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.

10.6.16. **General Conditions pertaining to Personal Information**

10.6.16.1. 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.

10.7. CONFIDENTIALITY

All Bid Submissions received by TCTA will remain in TCTA's possession. Save as may be required by law or by any court of competent jurisdiction or similar body having appropriate jurisdiction, no information contained in or relating to any Bid Submissions will be disclosed to any other parties.

10.8. 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.

10.8.1. Due to changed circumstances; there is no longer a need for the goods or the services specified in the invitation;

10.8.2. Funds are no longer available to cover the total envisaged expenditure;

10.8.3. No acceptable Bid is received; or

10.8.4. There is material irregularities in the Bid process

10.9. TERMS AND CONDITIONS OF CONTRACT

10.9.1. 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:

10.9.1.1. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;

10.9.1.2. The relevant Bid Submissions;

10.9.1.3. The letter of acceptance to the successful Bidder/s; and

10.9.1.4. 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

10.9.1.5. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.

10.9.2. 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.

10.9.3. 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.

10.9.4. Variations

No variations to the contract price will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

10.9.5. Performance Management

10.9.5.1. 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.

10.9.5.2. 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	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract's duration
Less than 6 months	at least once in the contract's duration

10.9.6. Communication

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

10.10. SUBCONTRACTING AFTER AWARD

The successful bidder:

10.10.1. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA

10.10.2. Who intends to subcontract a part of the scope of work, must provide a list of their subcontractor(s) to TCTA prior to the commencement of the contract.

10.10.3. Shall take full responsibility of their subcontractors

10.11. CESSION OF RIGHTS

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

10.11.1.1. The cession does not take place less than 6 (six) months from the date of award;

10.11.1.2. The third-party is registered on the CSD;

10.11.1.3. The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;

10.11.1.4. 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

10.11.1.5. The cession agreement is submitted for vetting by TCTA prior to signature.

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

10.12. NOTIFICATION OF UNSUCCESSFUL BIDDERS

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

10.13. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

10.13.1. 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:

10.13.2. 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

10.13.3. 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

10.13.4. Bribing, or attempting to bribe, any TCTA's employees or agents to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

10.13.5. 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.

10.14. FRONTING

10.14.1. 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.

10.14.2. 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.

10.14.3. 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.

10.15. JOINT VENTURE OR CONSORTIUM

10.15.1. 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.

10.15.2. 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:

10.15.2.1. Control

10.15.2.2. Management

10.15.2.3. Operations

10.15.3. The joint venture or consortium agreement:

10.15.3.1. 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.

10.15.3.2. Must record the percentage participation by each member.

10.15.3.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;

10.15.3.4. Must provide for the establishment of a management body for the joint venture or consortium;

10.15.3.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;

10.15.3.6. 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;

10.15.3.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and

10.15.3.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

10.15.4. 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 in 11.14 above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

10.15.5. 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.

10.16. PAYMENT PROCESS

10.16.1. 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.

10.16.2. 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.

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

10.16.3.1. VAT registration certificate, if the successful Bidder is a VAT vendor;

10.16.3.2. Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or

10.16.3.3. Statement setting out details of services rendered, accompanying invoice.

10.16.3.4. Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

10.16.4. 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.

10.16.5. 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: COMPANY EXPERIENCE

Bidders who choose to complete this form must ensure that the information is correct and complete. Points will only be allocated if all information per client is completed.

NAME OF CLIENT	DESCRIPTION OF THE SERVICES OFFERED (PLEASE INDICATE)	PERIOD THE SERVICE WERE RENDERED (START DATE (MONTH AND YEAR	PERIOD THE SERVICE WERE RENDERED (END DATE (MONTH AND YEAR	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS

ANNEXURE B: TEMPLATE FOR KEY PERSONNEL'S CV

Instructions To bidders

Bidders who choose to complete this form must ensure that the information is correct and complete. Points will only be allocated if all information per client is completed.

Name and Surname	
Total number of years of Experience	

#	Client Name	Description of Services provided	Position Held	Start date (i.e. month and year).	End date (i.e. month and year).
1					
2					
3					
4					
5					
6					

ANNEXURE C DATA MASKING TOOL MATRIX

FR Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
1.	Static Masking	The solution must have the ability to mask data at rest				
2.	Dynamic Masking	The solution must have the ability to mask real time data				
3	Data Discovery & Classification	Ability to locate, identify and label data based on sensitivity across TCTA applications				
4.	Audit, logging, and reporting features –	Ability to produce reports/dashboards.				

ANNEXURE D – PROPOSED PRICING SCHEDULE

No.	Task Description			
Data Masking Solution				
		YEAR 1	**YEAR 2**	**YEAR 3**
1	Data Masking Solution Licensing – 4 users	R	R	R
2	Hosting	R	R	R
3	Solution architecture and design documentation, Installation, Configuration, and Deployment (on-premises and/or cloud environment) Data masking baseline assessment report.	R	R	R
4	Project Manager + Project Management Plan & Implementation Plan (Kick-off meeting minutes and detailed implementation plan outlining project scope, objectives, timelines, milestones, resource allocation, communication plan, and risk management approach. Implementation methodology and rollout strategy. Risk register and change management approach)	R	R	R
5	Training, Skills Transfer, and Documentation (Administrator training, user guides, Standard Operation Procedures, and knowledge transfer plan).	R	R	R
6	Post-Implementation Support and Maintenance (160 hrs over a period of 2 years)	R	R	R
7	System Stabilization (Post go live for six weeks)	R	R	R
Total Excluding Vat		R	R	R
Disbursements		R	R	R
Vat @15%		R	R	R
Total				

Instructions:

- Price must be reflected Excluding and Including VAT
- All prices must be in South African Rands
- The bidders must include an escalation for year 2 and year 3 based on the CPI.
- If the price offered by the highest scoring bidder is not market-related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.
- All prices must include disbursements e.g. travel and printing costs, etc. Disbursement shall be paid for actual costs incurred.
- Prices must be firm and unconditional. Bids with conditional prices will not be acceptable and will be treated as such.
- Bidders are not allowed to submit multiple quotations.
- Self-created templates not in line with Annexure D, will be considered incomplete and accordingly non-responsive.

ANNEXURE E: SBD 1 – INVITATION TO BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	122/2026/EWSS/DMT/RFB	CLOSING DATE:	30 NOVEMBER 2026	CLOSING TIME:	10H00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A SMALL-SCALE ENTRY LEVEL DATA MASKING TOOL FOR THE PROTECTION OF PERSONAL INFORMATION FOR A PERIOD OF 36 MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 VENTURE OR CONSORTIUMS / 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 F: 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 G: 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

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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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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.*)**

The specific goals allocated points in terms of this tender	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)
B-BBEE Status Level of Contributor	**Number of Points**	
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 H1: SWORN AFFIDAVIT – B-BBEE WHICH EVER IS APPLICABLE

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 (Ten 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)	

3. 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.
4. 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

SWORN AFFIDAVIT – B-BBEE ICT QUALIFYING SMALL 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 Umemployed % = _____%
    - 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 between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- 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)	

3. 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.
4. 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 H2 – VALID SWORN AFFIDAVIT REQUIREMENTS

The following information is required:-

a) Name/s of deponent as they appear in the identity document and the identity number;

b) 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;

c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.;

d) 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;

e) Indicate total revenue for the latest financial year and whether it is based on audited financial statements or management accounts;

f) Full financial year end as per the enterprise's registration documents, which was used to determine the total revenue. Example 28 February 2022;

g) B-BBEE Status level. An enterprise can only have one status level;

h) Nature of business;

i) VAT Number;

j) Date deponent signed and date of Commissioner of Oath must be the same;

k) 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;

l) Correct Sector Codes Affidavit to be used.

ANNEXURE I: REQUEST FOR ACCESS TO TCTA PREMISES

BID NO. APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION,MAINTENANCE AND SUPPORT OF A SMALL-SCALE ENTRY LEVEL DATA MASKING TOOLFOR THE PROTECTION OF PERSONAL INFORMATION FOR A PERIOD OF 36 MONTHS

CLOSING DATE: _____

TIME:

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

NAME OF BIDDER :

_____

FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:

_____

ID NUMBER OF BIDDER'S REPRESENTATIVE:

_____

SIGNATURE OF BIDDER'S AUTHORISED PERSON

DATE: _____

ANNEXURE J: BID RECEIVING FORM

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE BIDDER'S SUBMISSION ENVELOPE

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A SMALL-SCALE ENTRY LEVEL DATA MASKING TOOL FOR THE PROTECTION OF PERSONAL INFORMATION FOR A PERIOD OF 36 MONTHS

TENDER No: RFB NO: 122/2026/EWSS/DMT/RFB

Company Name: _____

Telephone Number: _____

Fax Number: _____

Authorised Representative: _____

Name of Person Delivering Tender: _____

Signature of Person Delivering Tender: ___

Describe Package: _____

(Additional remarks)

☐ Package broken? ☐ Seal tempered with? ☐ Number of packages

Date of Receipt: _____ Time _____

Name of TCTA representative: _____

Signature of TCTA representative: _____

Duplicate to Consignee

☐ Yes ☐ No

Original retained by TCTA

☐ Yes ☐ No

Compliance officer_____Signature_____ __

Date of opening_____