



TRANS-CALEDON TUNNEL AUTHORITY

TCTA was established by Government Notice No 2631 in Gazette No 10545 dated 12 December 1986 and then revised by Government Notice No 277 in Gazette No 21017 dated 24 March 2000

It is a specialised liability management body for bulk water supply development in the most cost-effective manner to the benefit of the water consumer.

TCTA is based in Centurion.

For more information on TCTA, please visit our web site www.tcta.co.za

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, IMPLEMENTATION AND SUPPORT OF AN ADVANCED ELECTRONIC SIGNATURE SOLUTION FOR A PERIOD OF 60 MONTHS

Bid Number	028/2022/EWSS/SIGNATURE/RFB
Briefing Session:	Compulsory
Briefing Session Date and Time:	02 March 2023 @ 11h00
Briefing Session Venue:	Briefing session will be held at the TCTA's offices: Building 9, Byls Bridge Office Part, Olievenhoutbosch Rd, Centurion, 0157 NB: Bidders to complete the request to access TCTA form attached as Annexure H to receive the entry pin.
Closing Time & Date	15 March 2023 @ 11h00
Clarification Deadline:	NB: Kindly send all clarification questions or enquiries to the receiving officers at tenders02@tcta.co.za on or before 08 March 2023 @12h00
Bid Validity Period	120 days
Bid Submission must be sent to:	Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Part, Olievenhoutbosch Rd, Centurion, 0157
Enquiries:	Name: Motshabi Ntemane Email Address: tenders02@tcta.co.za

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

Table 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.
BEC	Bid Evaluation Committee
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. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department 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.
DOA	Delegation Of Authority
ECTA	Electronic Communications and Transactions Act Number 25 of 2002.
EME	This means exempt micro-enterprises with annual total revenue of R5

	million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
E-SIGNATURE	Electronic Signature
iOS	iPhone Operating System
IT	Information Technology
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.
QSE	means qualifying small enterprises with annual total revenue of R10 million or less in terms of the B-BBEE Codes of Good Practice of 2007 in terms of the amended B-BBEE Codes;
RD	A requesting department withing TCTA or its representative
SAAA	South African Accredited Authority
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
TCTA	Trans Caledon Tunnel Authority

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA;
- 2.2. In order for a Bid Submission to be acceptable, it must:
 - 2.2.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is 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. Contain a firm price;
- 2.3. TCTA reserves the right to reject bids that are not prepared according to section 2 above. This section is subject to the provisions in the Conditions of Bid.

- 2.4. Bidders must provide the 1 original document.
- 2.5. 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. **PROJECT DISCRIPTION**

TCTA seeks to appoint an experienced service provider that complies with the Electronic Communications and Transaction s Act Number 25 of 2002 to supply, implement, integrate, and support a cloud-based advanced electronic signature solution and provide 15 training sessions, as and when required over the contract period of 60 months.

3.1. **COMPANY EXPERIENCE**

The bidder must have at least three years' experience.

The bidding Company must be a South African based Bidder registered with the South African Accreditation Authority (SAAA), and must have completed a minimum of two (2) projects on the following:

- i. Supply advanced electronic signature solution.
- ii. User Training
- iii. User Support
- iv. Software Assurance

3.2. **PERSONNEL EXPERIENCE**

Bidders are required to propose adequate skilled resources in managing the project implementation and solution integration to other IT solutions. The key project team must meet the following:

IT Project Management: implementation of two (2) completed advanced electronic signature projects.

Solution Engineer (Technical Expert): implementation, integration, and support of two (2) completed advanced electronic signature projects.

4. BACKGROUND

TCTA is a schedule 2 State Owned Entity. It responds to Ministerial directives to implement mainly off-budget national water infrastructure by progressing projects to a state of bankability and securing finance, followed by the procurement of design and construction services.

In 2021 TCTA introduced the Electronic Signature Policy as part of its digital transformation strategy, and to enable remote working. It now requires a service provider to put this policy to practice through the implementation of a cloud-based Advanced Electronic Signature solution.

5. SCOPE OF WORK

5.1. ADVANCED ELECTRICAL SIGNATURE CAPABILITIES

As a first stage a document must be submitted that contains the following:

- Architecture diagram of the solution.
- Details about the solution components and supporting technologies that enable the solution to function.
- How the Advanced E-Signature solution will integrate with SharePoint Online.
- How the solution is secured.
- Where will the solution be hosted?

How will the backup and disaster recovery be enabled?

The document will be updated as the project progresses so at the end of the project it becomes the definitive document in this regard.

The proposed solution must be capable of the following:

5.1.1. Generating an advanced electronic signature that is:

- 5.1.1.1. uniquely linked to its signatory and able to identify him/her,
- 5.1.1.2. created under the sole control of the signatory,
- 5.1.1.3. protected in such a manner that it is possible to notice any change of the data or data message contained in the document,
- 5.1.1.4. time and date stamped,
- 5.1.1.5. encrypted, and
- 5.1.1.6. tamper-proof

5.1.2. Basic workflow capabilities to enable:

- 5.1.2.1. automatic transmission of documents from the initiator to all the signatories, following an order chosen by the initiator,
- 5.1.2.2. tracking of the document and attaching the audit trail to the document, and
- 5.1.2.3. sending of automated reminders through e-mail.

5.1.3. Compatibility with the following devices and/or operating systems:

- 5.1.3.1. Microsoft Windows devices including desktops, laptops, and tablets,
- 5.1.3.2. Apple devices including desktops, laptops, and tablets, and
- 5.1.3.3. Android and iOS mobile phones.

5.1.4. System architecture:

- 5.1.4.1. the proposed system must be cloud-based

5.1.5. Solution Integration

TCTA requires the proposed advanced electronic signature to integrate with Microsoft 365, Microsoft Purview, Microsoft Flow, and Microsoft Power App.

TCTA has a digitization strategy to implement, more solutions/systems are in the process of being procured, including Oracle fusion, once the solutions have been procured, the preferred Bidder will be requested to submit a quotation for the integration of the new/future ICT solution to the Advanced Electronic Signature solution.

5.2. IMPLEMENTATION

The successful bidder must supply, install, and fully configure the advanced electronic signature solution to the extent that it is ready for use by TCTA.

5.3. USER LICENSES

The successful Bidder will be required to provide 190 Advanced E-Signature, and three (3) IT Administrators licenses per user and not transaction based, throughout the contract.

Bidders must provide per unit pricing for license for future organizational growth or decrease, in a case were TCTA will have to review (increase or decrease licenses) the contract, guided by business need.

5.4. USER TRAINING

The successful Bidder will be required to conduct 15 sessions for training, as per when required for end-users and IT Admin. Dates and time will be agreed upon training initiation.

5.5. SUPPORT

The bidder must provide 24/7, 365 days licenses maintenance and support for the full contract period of five years.

A User Support plan must be submitted indicating how they will support their Advanced E-signature solution to ensure that they meet service level. Support information provided must detail how service will be monitored, how incidents will be logged, how incidents will be prioritized, how incidents will be resolved, and how the service level objectives will be reported monthly, including how support is performed telephonically, remotely & onsite support

5.6. SOFTWARE ASSURANCE

The bidder must provide software assurance on Advanced Electronic Signature licenses for the full contract period of five years months. The bidder must provide significant high level of confidence that software functions as intended and is free of vulnerabilities, either intentionally or unintentionally designed or inserted as part of the software throughout the lifecycle.

5.7. CONTRACT TERM

60 months

6. STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session.

Failure to attend a compulsory briefing session will result in a bidder being disqualified at this stage and not evaluation further. Bidders to complete the request form to access TCTA premises. Complete the attached Annexure H.

7. STAGE 2: RETURNABLES

One Envelope System will be followed. Bidders must submit documentation following the numbering set out in this RFB.

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

Table 2: Returnable documents (submission Requirements)

No	Document Type	DESCRIPTION	STATUS
Section 1	Compliance	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	Compliance	SBD 4: Declaration of Interest	Mandatory
	Compliance	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022	Non- Mandatory
Section 2	Compliance	Proof of registration on the National Treasury Central Supplier Database	Non-Mandatory
Section 3	Compliance	Tax Clearance certificate with tax Compliance Status Pin	Non-Mandatory
Section 4	Compliance	BBBEE Certificate issued by a registered Auditor approved by IRBA or Verification Agency approved by SANAS or an Affidavit for EME and QSE. Consolidated BBBEE for Joint Venture tenderers issued by a registered Auditor approved by IRBA or Verification Agency approved by SANAS, or an Affidavit for EME and QSE	Non-Mandatory
Section 5	Compliance	Certified copy of certificate of bidder's registration with South African Accredited Authority (SAAA)	Mandatory
Section 6	Compliance	Certified copy of a certificate of compliance with the Electronic Communications and Transactions Act Number 25 of 2002,	Mandatory
Section 7	Functional Requirements	Technical Proposal Complete Annexure A	Mandatory
Section 8	Functionality	Annexure B: Company Experience	Non- Mandatory
	Functionality	Annexure C: Personnel Experience <ul style="list-style-type: none"> Solution Engineer Specialist – Technical Certification in line with the proposed Electronic Signature Solution, and Relevant Project Management Certification 	Non- Mandatory-
Section 9	Price	Annexure D: Financial Proposal Bidders to complete Annexure D <ul style="list-style-type: none"> In an original copy and one (1) USB. 	Mandatory

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

8. STAGE 3: DEMO PRESENTATIONS – ADVANCED E-SIGNATURE SOLUTION FUNCTIONALITY REQUIREMENTS

The purpose of stage 3 is to assess whether the proposed solution meets TCTA's requirements. Only bidders who answer yes to all the questions in **Annexure A** will be invited to give a presentation.

The presentation will be used to confirm that the system does meet the capabilities as described in this RFB.

Failure by the Bidder to demonstrate 100% system functionality stated in Annexure A, through standard or customization will not be considered for further evaluation.

9. STAGE 4: FUNCTIONALITY

TCTA will evaluate the submissions for functionality, in terms of the functional criteria set out below. Bidders are required to meet all the minimums stated per evaluation criteria in the table below.

Table 4: Functional Evaluation

	Technical Evaluation Criteria	Points
1.	<i>Bidder/Company Track Record (Complete Annexure B)</i>	Score
	<p><i>The Bidder/Company must demonstrate a minimum of two (2) Advanced Electronic Signature Solution previously implemented in the following areas.</i></p> <ul style="list-style-type: none"> <i>implementation (2 or more Advanced Electronic Signature Solution implemented experience)</i> <i>Advanced Electronic Signature Solution User support (2 or more Electronic Signature Solution User-Support experiences)</i> <i>Advanced Electronic Signature Solution End User Training (2 or more Electronic Signature Solution implemented experience)</i> 	
1.1	<p><u>Advanced Electronic Signature Solution Project Implementation</u></p> <p><i>Points will be allocated as follows</i></p> <ul style="list-style-type: none"> <i>2 project implementations = 2 points</i> <i>3- or more project implementations = 4 point</i> 	4
1.2	<p><u>Advanced Electronic Signature Solution User Support</u></p> <p><i>Points will be allocated as follows:</i></p> <ul style="list-style-type: none"> <i>2 End User Support = 2 points</i> <i>3 or more End User Support = 4 points</i> 	4

	Technical Evaluation Criteria	Points
1.3	<u>Advanced Electronic Signature Solution End User Training Provision Per Client</u> <i>Points will be allocated as follows</i> <ul style="list-style-type: none"> 2 End User Training = 2 points 3 - 4 End User Training = 4 points More than 4 End User Training = 6 points 	6
2	Key Project Team Experience (Complete Annexure C)	
	<u>Project Team Experience:</u> <ul style="list-style-type: none"> Project Management Experience Solution Engineer (Technical Expert) Experience 	
	Project Management Experience (Complete Form 2A provided by TCTA)	
3.1	<i>Points will be allocated as follows:</i> <ul style="list-style-type: none"> 2 ICT project management implementation = 2 points 3 ICT project management implementation = 4 points 4 and more ICT project management implementation = 6 points 	6
3.2	Additional points will be awarded for Project Manager Experience in project management of the proposed Advanced Electronic Signature solution. <i>Points will be allocated as follows:</i> <ul style="list-style-type: none"> 2 Advanced e-Signature project management implementation = 2 points 3 or more Advanced e-Signature project management implementation = 4 points 	4
3.3	<ul style="list-style-type: none"> Relevant Project Management Certification = 5 points 	5
	Solution Engineer (Technical Expert) Implementation Experience (Complete Form 2B provided by TCTA)	
3.3	<i>Points will be allocated as follows:</i> <ul style="list-style-type: none"> 2 Advanced e-Signature project implementation = 2 points 3 - 4 Advanced e-Signature project implementation = 4 points More than 4 Advanced e-Signature project implementation = 6 points 	6
	<i>Points will be allocated as follows:</i> <ul style="list-style-type: none"> 2 Advanced e-Signature Integration = 2 points 3 - 4 Advanced e-Signature Integration = 4 points More than 4 Advanced e-Signature Integration = 6 points 	6
	<i>Points will be allocated as follows:</i> <ul style="list-style-type: none"> 2 Advanced e-Signature Support = 2 points 3 - 4 Advanced e-Signature Support = 4 points More than 4 Advanced e-Signature Support = 6 points 	6
Total		47

Bidders must meet the overall of 16 points out of the 47 points to be considered for further evaluation.

10. STAGE 5: SPECIFIC GOALS

The specific goals for this bid are B-BBEE. The following table will be used to calculate the score out of 20 for BBEE:

B-BBEE Status Level of Contributor Number of Points for bids evaluated using 80/20.

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

- 2.5.1. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- 2.5.2. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit.

Any bidder that does not meet the above-mentioned specific goals will not be disqualified but will be scored 0 for specific goals.

11. STAGE 6: PRICE

- 11.1. TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).
- 11.2. 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.
- 11.3. Price must be reflected Excluding and Including VAT.
- 11.4. All prices must include disbursements.
- 11.5. Prices must be firm
- 11.6. Pricing Schedule must be completed as per Annexure

11.7. Preferential Points Calculation

- 11.7.1. The following formula must be used to calculate the points out of 80 for price in bids with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{\min} = Price of lowest acceptable bid.

- 11.7.2. The weighting of the Preferential points calculation is as follows:

Specific Goals = 20

Price = 80

Bidder's Score

12. STAGE 7: SUPPLIER VETTING

TCTA may disqualify a successful bidder who/whose:

- 12.1. Submits fraudulent information or information that they do not have to authority to submit;
- 12.2. Is listed on the National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 12.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 12.4. Has a director and/or shareholder who is employed by any organ of the state. This does not apply to any organ of state acting as a bidder; If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state and
- 12.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

13. CONDITIONS OF BID

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

13.1. COSTS OF BIDDING

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

13.2. CLARIFICATIONS

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

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

13.3. AMENDMENTS

- 13.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days before the stipulated closing date and time.
- 13.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 13.3.3. TCTA shall not be liable, nor assume the liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.

- 13.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 13.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 13.3.6. If TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it before the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

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

- 13.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time before the stipulated closing date and time.
- 13.4.2. Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of the Bid. The words "Amendment to Bid" and the description of the Bid must be reflected on the envelope containing the documents or courier packaging.
- 13.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 13.4.4. TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

13.5. VALIDITY PERIOD

- 13.5.1. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 13.5.2. If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 13.5.3. If a bidder rejects the extension of the validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.

- 13.5.4. If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidder's original bid price shall be deemed to be applicable for the extended validity period.

13.6. DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 13.6.1. By participating in this bid process, you hereby acknowledge that you have read and accepted the following Protection of Personal Information (POPI) disclaimer.
- 13.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 13.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 13.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- 13.6.5. As per the POPI Act, personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and email address.
- 13.6.6. We may collect the following information about you:
- 13.6.6.1. 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;
 - 13.6.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 13.6.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.
 - 13.6.6.4. Details of transactions you carry out with us.
 - 13.6.6.5. Details of contracts you carry out with us; and
 - 13.6.6.6. Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

13.6.7. 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.

13.6.8. Why we collect Personal Information

13.6.9. Employee and Contractor Information

13.6.9.1. To Remunerate the person.

13.6.9.2. To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.

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

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

13.6.9.5. 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.

13.6.10. Client Information

13.6.10.1. To render client-related services and administration of client accounts.

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

13.6.10.3. To authenticate the client.

13.6.10.4. 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 to which TCTA is involved or has decided to lend its support.

13.6.11. Supplier and Third-Party Contractor/Service Provider Information

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

13.6.11.2. To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law under the relationship between the supplier and TCTA.

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

- 13.6.11.4. 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 to which TCTA is involved or has decided to lend its support.

13.6.12. Sources of Personal Information

- 13.6.12.1. Personal information may be collected from the following sources:
- 13.6.12.2. Directly from the person when he/she applies for any TCTA-related employment, provides services to TCTA, submits forms requests or transactions, uses our websites, or makes use of any of the TCTA services.
- 13.6.12.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 13.6.12.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

13.6.13. The Storage of Personal Information

- 13.6.13.1. All personal information collected by TCTA will be stored as follows:
- 13.6.13.2. Securely and safely according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- 13.6.13.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- 13.6.13.4. Required by law or contractual obligation.
- 13.6.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- 13.6.13.6. Retained further with the person's consent:
- 13.6.13.7. After which the information will be de-identified and disposed of as per the TCTA Records policy.

13.6.14. Sharing of Personal Information

- 13.6.14.1. 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.

- 13.6.14.2. 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.
- 13.6.14.3. To financial and government organizations 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.
- 13.6.14.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 13.6.14.5. To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations about products and/or services provided to the person or contracts concluded with the person.
- 13.6.14.6. To any person who acts as the legal guardian, executor of an estate, curator or in a similar capacity.
- 13.6.14.7. 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.

13.6.15. Your Rights regarding your Personal Information

- 13.6.15.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 13.6.15.2. Right of access to and the right to rectify or update the personal information collected.
- 13.6.15.3. The right to object at any time to the processing of personal information in which event the consequences of the objection will be explained to the data subject.
- 13.6.15.4. 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.

13.6.16. General Conditions about Personal Information

- 13.6.16.1. 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.

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

13.7. CONFLICTS OF INTEREST

- 13.7.1. Bidders are required to provide professional, objective and impartial advice/services at all times and to hold the client's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their corporate interests.
- 13.7.2. Bidders may not be appointed for any bid that would conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidder's appointment will be at the sole discretion of TCTA having considered the bidder's connection to their earlier obligations to TCTA and shall be considered by Procurement on a case-by-case basis.
- 13.7.3. Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
 - 13.7.3.1. has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates should be disqualified from providing consulting services for the same project.
 - 13.7.3.2. Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - 13.7.3.3. Bidders or any of their affiliates should not be hired for any assignment that, by its nature, may conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project but should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- 13.7.4. The limitation of participation shall not apply to bidders who are organs of the state.

13.8. RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

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

13.9. SUBCONTRACTING AFTER AWARD

The successful bidder:

- 13.9.1. May only subcontract this scope of work no less than 6 (six) months after award;
- 13.9.2. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 13.9.3. May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

13.10. NOTIFICATION OF UNSUCCESSFUL BIDDERS

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

13.11. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 13.11.1. 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:
- 13.11.2. 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 about any contract for the provision of goods or services; and/or
- 13.11.3. 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

- 13.11.4. 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.
- 13.11.5. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out above has occurred.

13.12. FRONTING

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

13.13. JOINT VENTURE OR CONSORTIUM

- 13.13.1. TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 13.13.2. 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:
- 13.13.2.1. Control
 - 13.13.2.2. Management
 - 13.13.2.3. Operations

13.13.3. The joint venture or consortium agreement:

- 13.13.3.1. 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 value to such contributions.
- 13.13.3.2. Must record the percentage participation by each member.
- 13.13.3.3. Must provide meaningful input by all members to the policy-making and management activities of the joint venture or consortium;
- 13.13.3.4. Must provide for the establishment of a management body for the joint venture or consortium;
- 13.13.3.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 13.13.3.6. Must promote consensus among the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 13.13.3.7. Must provide for rapid, affordable and easy interim dispute resolution and effective final dispute resolution, if required; and
- 13.13.3.8. Must be sufficiently flexible to allow for joint ventures or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 13.13.3.9. Must submit on annual basis a consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

13.13.4. Right to review the joint venture or consortium agreement

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

13.13.5. Amendment of the joint venture or consortium agreement

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

14. CONDITIONS OF CONTRACT

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

- 14.1.1. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- 14.1.2. The relevant Bid Submissions;
- 14.1.3. The letter of acceptance to the successful Bidder/s; and
- 14.1.4. Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
- 14.1.5. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 14.2. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable
- 14.3. If TCTA and the relevant Bidder are unable to reach a 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 agree with any other Bidder as may be necessary to meet TCTA's requirements.

14.4. VARIATIONS AND CONTRACT PRICE ADJUSTMENTS

- 14.4.1. No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award unless otherwise stipulated in the Letter of Award.
- 14.4.2. Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
- 14.4.3. If the original award/contract made provision for the increase:
 - 14.4.3.1. The Contract Manager must prepare a notice of increase based on CPA to the service provider,
 - 14.4.3.2. Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;
 - 14.4.3.3. Such a letter must be sent at least 2 weeks before the effective date of the increase;
- 14.4.4. If the original award/legal agreement did not make provision for the increase:
 - 14.4.4.1. The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;

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

14.5. **PERFORMANCE MANAGEMENT**

- 14.5.1. This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of the state.
- 14.5.2. If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

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

14.6. **COMMUNICATION**

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

14.7. CESSION OF RIGHTS

- 14.7.1. The successful bidder may cede their rights to a third-party provided that:
- 14.7.1.1. The cession does not take place less than 6 (six) months from the date of award;
 - 14.7.1.2. The third-party is registered on the CSD and its Tax affairs are compliant;
 - 14.7.1.3. The third-party has a BBEE status level of contributor equal to or higher than that of the successful bidder;
 - 14.7.1.4. The parties prepare a draft of a cession agreement that meets all the legal requirements on a template of their choosing and at their legal costs; and
 - 14.7.1.5. The cession agreement is submitted for vetting by TCTA before signature.
- 14.7.2. TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

14.8. SUPPLIER CODE OF CONDUCT

- 14.8.1. All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:
- 14.8.1.1. Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.
 - 14.8.1.2. Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.
 - 14.8.1.3. Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.
 - 14.8.1.4. Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.
- 14.8.2. Suppliers and their representatives shall conduct their business interactions and activities with integrity and following their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:
- 14.8.2.1. Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.

- 14.8.2.2. Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- 14.8.2.3. Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.
- 14.8.2.4. Use TCTA-provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any intimidating material, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.
- 14.8.2.5. Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only following their associated license or terms of use.
- 14.8.2.6. Speak to the press on TCTA's behalf only if the supplier and/or representative is expressly authorized in writing to do so by TCTA.
- 14.8.3. TCTA expects its suppliers to share their commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:
 - 14.8.3.1. Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
 - 14.8.3.2. Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
 - 14.8.3.3. Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.

- 14.8.3.4. Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA-owned, leased or managed property.
- 14.8.3.5. Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- 14.8.3.6. Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- 14.8.3.7. Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- 14.8.3.8. Do not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.
- 14.8.3.9. Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions concerning wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- 14.8.3.10. Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid following applicable laws and
- 14.8.3.11. Keep employee records following acts and prescripts issued by the Department of Labour?
- 14.8.4. TCTA s its suppliers to share the same social responsibility of growing business sustainably. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.
- 14.8.5. Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

- 14.8.6. TCTA expects its suppliers to share its commitment to Broad-Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad-Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they have a valid BBEE certificate.
- 14.8.7. TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

14.9. **PAYMENT PROCESS**

- 14.9.1. Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from the date of receipt.
- 14.9.2. Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.
- 14.9.3. No payment shall be made unless the following information has been presented to TCTA to its satisfaction:
- 14.9.3.1. VAT registration certificate, if the successful Bidder is a VAT vendor;
 - 14.9.3.2. Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
 - 14.9.3.3. A statement setting out details of services rendered, accompanying invoice.
 - 14.9.3.4. Statement of account detailing cumulative costs claimed from contract inception against the contract amount.
- 14.9.4. All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

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

ANNEXURE A: ADVANCED E-SIGNATURE SOLUTION FUNCTIONALITY REQUIREMENTS

ADVANCED ELECTRONIC SIGNATURE SOLUTION FUNCTIONAL REQUIREMENTS

Table 3

NO	FUNCTIONAL REQUIREMENTS	YES/NO	COMMENTS
8.1.	SYSTEM CAPABILITIES		
CONTRACT TERM GENERATE AN ADVANCED ELECTRONIC SIGNATURE AS PER THE FOLLOWING			
8.1.1	<i>Ability to provide a uniquely linked to its signatory and able to identify him/her,</i>		
8.1.2	<i>Solution must be created under the sole control of the signatory,</i>		
8.1.3	<i>Capability to provide protection in such a manner that it is possible to notice any change of the data or data message contained in the document,</i>		
8.1.4	<i>Provide time and date stamped at the time of signing</i>		
8.1.5	<i>Solution must be encrypted, and</i>		
8.1.6	<i>tamper-proof</i>		
BASIC WORKFLOW CAPABILITIES TO ENABLE THE FOLLOWING:			
8.1.7	<i>Capability to create automatic transmission of documents from the initiator to all selected signatories, following an order chosen by the initiator,</i>		
8.1.8	<i>Solution must provide tracking of the document and attaching the audit trail to the document, and</i>		
8.1.9	<i>Capable of sending automated reminders through e-mail.</i>		
COMPATIBILITY WITH THE FOLLOWING DEVICES AND/OR OPERATING SYSTEMS NTEGRATION			
8.1.10	<i>Microsoft Windows devices including desktops, laptops, and tablets,</i>		
8.1.11	<i>Apple devices including desktops, laptops, and tablets, and</i>		
8.1.12	<i>Android and iOS mobile phones.</i>		
8.1.13	<i>SharePoint Online to store signed documents</i>		
8.1.14	<i>Support Microsoft suite, including Microsoft Purview, Flow and Power Platform</i>		

ANNEXURE B: COMPANY EXPERIENCE

Client Name	Project Description	Project* Implementation	User Support*	Training*	Client Person	Contact	Telephone Number	E-mail Address

* tick if work done

SIGNATURE: NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

ANNEXURE C: PERSONNEL ELECTRONIC SIGNATURE SOLUTION EXPERIENCE

FORM 2A- PROJECT MANAGER

PROJECT MANAGER EXPERIENCE

Name of Project Manager

Identity Number

Client Name	Project Description	ICT Project *Implementation	Advanced-Signature Implementation*	Client Contact Person	Telephone Number	E-mail Address

* tick if work done

SIGNATURE: NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

ANNEXURE C- SOLUTION ENGINEER (TECHNICAL EXPERT) FOR THE PROPOSED SOLUTION

Name of Solution Engineer

Identity Number

Client Name	Project Description	Project *Implementation	Solution *Integration	User *Support	Client Contact Person	Telephone Number	E-mail Address

* tick if work done

SIGNATURE: NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

ANNEXURE D: PRICING TEMPLATE

	Unit Cost	Total QTY Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Once-off Costs								
Installation of Advanced Electronic Signature solution	-							
Ten Training Sessions	-							
Annual Costs								
190 User Licenses								
3 Admin Licenses								
Support								
End User Support for 5 years								
Maintenance and software assurance for 5 years								
Training								
15 Training Sessions								
1 Admin Training Session								
Sub-Total								
VAT								
TOTAL								

ANNEXURE E: SBD 1 – REQUEST FOR BID

PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1. ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING ON FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE 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 THE STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES 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 is 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the 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:

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

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.

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:

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

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 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, or 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before the date and time of the official bid opening or the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution concerning this procurement process before 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.

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.

3.6 I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, suspicious bids 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

ANNEXURE G: SBD 6.1: IN TERMS OF PPR 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

☐ 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

[TICK APPLICABLE BOX]

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.
 - (f)

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

ANNEXURE H: ACCESS FORM



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

BID NUMBER:	028/2022/EWSS/SIGNATURE/RFB
BID DESCRIPTION:	Appointment of a service provider for the supply, implementation and support of an advanced electronic signature solution for a period of 60 months
BID SESSION DATE:	February 2023
TIME:	11:00 am
NAME OF BIDDER:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

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

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE

DATE: _____