

ANNEXURE 1

TECHNICAL AND PRICING REQUIREMENTS

BIDDERS MUST SUBMIT ANNEXURE 1 TOGETHER WITH THE MAIN BID DOCUMENT

BID NUMBEMR:	RFB 2511-2021
PUBLICATION DATE:	03 December 2021
CLOSING DATE:	17 January 2022
CLOSING TIME:	11:00AM
RFB DESCRIPTION:	SUPPLY AND INSTALLATION OF INFORMATION TECHNOLOGY ASSET AND DEVICE TRACKING TOOL AS WELL AS MONITORING OF THE ASSETS OF THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING (DHET) FOR A PERIOD OF 36 MONTHS.

PROSPECTIVE BIDDERS MUST REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BIDS.

Contents

ANNEX A: INTRODUCTION	4
1. PURPOSE AND BACKGROUND	4
1.1. PURPOSE.....	4
1.2. BACKGROUND.....	4
2. SCOPE OF BID	4
2.1. SCOPE OF WORK	4
2.2. DELIVERY ADDRESS	5
2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT	6
3. TECHNICAL REQUIREMENT OVERVIEW	6
3.1. PRODUCT REQUIREMENT	6
3.2. SOLUTION REQUIREMENT	6
3.2.1. SOLUTION TARGET ARCHITECTURE	6
3.3. PROJECT AND SERVICES REQUIREMENTS	6
4. BID EVALUATION STAGES	7
ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION	8
5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	8
5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION	8
5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	8
ANNEX A.2: TECHNICAL MANDATORY, FUNCTIONALITY AND PROOF OF CONCEPT REQUIREMENTS	9
6. TECHNICAL MANDATORY	9
6.1. INSTRUCTION AND EVALUATION CRITERIA.....	9
6.2. TECHNICAL MANDATORY REQUIREMENTS.....	9
6.3. DECLARATION OF COMPLIANCE	13
7. TECHNICAL FUNCTIONALITY	14
“NOT APPLICABLE FOR THIS BID”	14
8. PROOF OF CONCEPT	14
ANNEX A.3: SPECIAL CONDITIONS OF CONTRACT (SCC)	15
9. SPECIAL CONDITIONS OF CONTRACT	15
9.1. INSTRUCTION	15
9.2. SPECIAL CONDITIONS OF CONTRACT	15
9.3. DECLARATION OF ACCEPTANCE	21
ANNEX A.4: COSTING AND PRICING	22
10. COSTING AND PRICING	23
10.1. COSTING AND PRICING EVALUATION	23
10.2. COSTING AND PRICING CONDITIONS	23
10.3. DECLARATION OF ACCEPTANCE	24
10.4. BID PRICING SCHEDULE	25
ANNEX A.5: TECHNICAL SCHEDULES	34
11. TECHNICAL SCHEDULES	34
11.1. LOCATION SCHEDULE.....	34
11.2. EQUIPMENT AND QUANTITY SCHEDULE.....	34
11.3. SOLUTION ARCHITECTURE	34

11.4. SERVICES AND PERFORMANCE SCHEDULE 34

11.5. PROJECT AND DELIVERY SCHEDULE 34

ANNEX A.6: TERMS AND DEFINITIONS35

1. ABBREVIATIONS35

2. DEFINITIONS.....35

ANNEX A.7: BIDDER SUBSTANTIATING EVIDENCE36

ANNEX B: LOCAL CONTENT REQUIREMENTS (SBD 6.2).....37

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the Information Technology Asset and Device Tracking and Monitoring Tool of the assets of the Department of Higher Education and Training (DHET) including support and maintenance for a period of 36 months.

1.2. BACKGROUND

1.2.1 The Department is currently using Absolute Computrace software that is embedded in the firmware of computers right at the factory for tamper-resistance that is going to expire shortly.

1.2.2 The stealthy Computrace Agent is deployed through the Group Policy Object into the Microsoft environment and is installed manually on the Apple Macintosh machines.

1.2.3 There is currently 2000 licensed devices.

2. SCOPE OF BID

2.1. SCOPE OF WORK

1.1 The scope of work includes:

- a. A licensed subscription of the solution spanning 3 years and to be installed/ configured in all identified devices already within the infrastructure as well as assets yet to be procured.
- b. An ongoing service to the department that is software-as-a-service solution, (i.e. Cloud based) specifically for operation of the production data centre which is hosting the monitoring servers.
- c. A Customer Centre web portal, as well as the Technical Support Services and Recovery Services as required from time-to-time for the duration of the contract.
- d. Resource assistance to manage tracking, recovery, and data destruction of departmental assets as an option.
- e. Cloud asset management platform integrated with persistent tracking technology providing a single trusted source of asset inventory.
- f. An option to use a Service Provider dedicated resource to help manage tracking, recovery, and data destruction.
- g. Reporting on software that is not approved by the Department.
- h. Identify and manage lost and stolen devices.
- i. Cloud barcode serial number scanning of device for stores, in-transit, devices not connected.

- j. Access control management of official and guest devices movement in and out of the Department buildings in the cloud console.
- k. Physical location of all devices managed and ability to ring fence all, subset, or specific devices to control movement thereof.

1.2 The features must include the following as a minimum requirement:

- a. Asset Administration – The tool must:
 - i. provide an easy to use and cost effective interface to easily monitor device status
 - ii. be able to collect accurate and comprehensive information from each device;
 - iii. have customizable alerts for notifications when an unauthorized change is detected on devices;
 - iv. include user identification details, physical locations, and
 - v. Be accompanied with a user guide or operating policies which the DHET can select from or customise.
- b. Data & Device Security - Sensitive data is the intellectual property of the DHET and must be protected at all times, hence the Tool must have the capability to be accessed remotely to safeguard and protect data if at risk. Data that is at end of life must be able to be deleted/purged so that it is not accessible to unauthorised access. Audit logs and lifecycle certificates must be available as proof of data deletion/purging.
- c. Geotechnology - Ability to track and trace, set physical locations to limit movement creating controls of moveable assets (desktops and laptops will be defined differently). Functionality to track assets all over the world. The ability to build geo-fences ensuring devices are only allowed within a pre-approved vicinity and creating alerts if device moves out of the secure vicinity.
- d. Endpoint Forensics - Providing advanced forensics for devices that are stolen and would need investigations if any criminal activity is associated including the ability to trace the holder of the device.
- e. Theft Recovery - Capabilities to provide assistance during criminal investigating action involving theft of a device, by tracking, tracing and recovering devices. Criminal investigating activity can be linked to local Police to assist in further investigations. Assist with speedy recovery of devices to protect sensitive data and intellectual property.

2.2. DELIVERY ADDRESS

The goods or services must be supplied or provided at the following physical address(es); OR

No	Physical Address	GPS Coordinates (optional)
1	123 Francis Baard Street, Pretoria, Gauteng	

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT

The current environment of the Department of Higher Education and Training consists of “hardcat” asset management software and therefore the required solution will be required to integrate with the current “hardcat” software. Baseline should be set at 1200 devices to be tracked. The department currently utilise IOS, Android and Windows Phone devices.

3. TECHNICAL REQUIREMENT OVERVIEW

3.1. PRODUCT REQUIREMENT

The successful bidder must install and configure the Asset and Device Tracking Tool in accordance with the DHET’s requirements and will be required to work with and provide feedback to the relevant officials from the DHET during installation and configuration.

3.2. SOLUTION REQUIREMENT

The solution must uniquely maximise the value of physical assets within an organisation at every stage of its lifecycle through optimisation and automation of the management process for planning, acquiring, deploying, maintaining, and retiring assets. By continually linking asset data to related business data sets in an automated manner, structured information is always available to authorised users via a web-portal.

3.2.1.SOLUTION TARGET ARCHITECTURE

The bidder must provide its solution architecture that make provision for:

Online solution that must accommodate the tracking, tracing and monitoring of physical assets as they move within and outside the organisation enabling the automatic creation of an audit trail and the proactive notification of inventory exceptions driving business efficiencies in prioritising management and decision support.

3.3. PROJECT AND SERVICES REQUIREMENTS

The bidder is required to outline the following as part of this part of the proposal

(1) PROJECT DELIVERY SCHEDULE AND PERFORMANCE

- (a) A summarised and detailed project work plan to configure and install the solution with major milestones and deliverables (Including any assumptions made in developing your proposed approach.
- (b) A detailed project change management proposal.

(2) SERVICE DELIVERY SCHEDULE AND PERFORMANCE METRICS

- (a) Service definition / statement of work:
 - i. A licensed subscription of the solution spanning 3 years and installed/ configured in all identified devices already within the infrastructure as well as assets yet to be procured.

- ii. An ongoing service to the department that is software-as-a-service solution, specifically for operation of the production data centre which is hosting the monitoring servers.
 - iii. A Service Provider Customer Centre web portal, as well as the Technical Support Services and Recovery Services as required from time-to-time for the duration of the contract. Resource assistance to manage tracking, recovery and data destruction of departmental assets as an option
- (b) Service performance metrics includes:
- i. Life cycle management for all department ICT assets.
 - ii. Enabling the management and security of all departmental owned IOS, Android and Windows Phone devices.
 - iii. Automated Inventory and Security for all department's ICT asset.
 - iv. Ensure device and data visibility on and off the DHET network.
 - v. Reduce vulnerabilities and remediate breaches instantly.
 - vi. Ability for the agents to self-heal or re-install when attempts are made to break or compromise them on the endpoints.

4. BID EVALUATION STAGES

- (1) The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
Stage 1	Administrative pre-qualification verification	YES
Stage 2A	Technical Mandatory requirement evaluation	YES
Stage 2B	Technical Functionality requirement evaluation	NO
Stage 2C	Technical Proof of Concept requirement evaluation	NO
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

- (1) **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if DHET is unable to verify whether the pre-qualification requirements are met, then DHET reserves the right to –
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
 - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) in the correct format as one original document, two copies and one CD.
- (3) **Attendance at compulsory briefing session:** If a compulsory briefing session was called, then the bidder has signed the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidders response document.
- (4) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

6. TECHNICAL MANDATORY**6.1. INSTRUCTION AND EVALUATION CRITERIA**

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DHET reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (5) **The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.**

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS The bidder must be certified by the Original Software Manufacturers as a “Gold” or equivalent or higher partner.	Provide a copy of a valid letter from OSM : (a) the bidder name, (b) the bidder is a certified partner (Gold or higher) (c) date the partnership was established, and (d) information stating that the partnership is valid at time of bid.	Provide unique reference to locate substantiating evidence in the bid response – see Annex A.7

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
	Note: All letters, certificates or licenses must be in writing, dated, signed and on a letterhead of the entity that issued to letter.	
<p>(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENT</p> <p>The bidder must have installed and configured asset/device tracking and monitoring systems to at least 2 customers during the past five (5) years;</p>	<p>Provide Customer letters of affirmation from Business or Government customers to whom the project or service was delivered. Each letter must be dated, signed and on a letterhead of the customer and indicates:</p> <p>(a) The customer Company name and physical address;</p> <p>(b) Customer contact person's name, telephone number and email address;</p> <p>(c) For a Business customer, the Company Registration Number as registered with Companies and Intellectual Property Commission (CIPC);</p> <p>(d) Project <or Service> scope of work;</p> <p>(e) Product <or technology> scope;</p> <p>(f) Project Start and End Date;</p>	
<p>(3) BIDDER SOLUTION REQUIREMENTS</p> <p>The solution must provide the following major functions or services across the Windows, IOS and Andriod enabled devices-</p> <p>(a) Service provider Customer Centre web portal, as well as the Technical Support Services and Recovery Services as required from time-to-time for the duration of the contract.</p>	<p><i>Evidence: Refernced technical specifications from the OSM showing each features as required</i></p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex A.7></p>

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
<p>(b) Resource assistance to manage tracking, recovery and data destruction of departmental assets as an option</p> <p>(c) Service providers should add all the necessary equipment that may not have been mentioned so as to ensure a workable solution</p> <p>(d) An ongoing service to the department that is software-as-a-service solution, specifically for operation of the production data centre which is hosting the monitoring servers.</p> <p>(e) Asset Administration – The tool must:</p> <ul style="list-style-type: none"> i. provide an easy to use and cost effective interface to easily monitor device status and ensure regulatory compliance is maintained; ii. be able to collect accurate and comprehensive information from each device; iii. have customizable alerts for notifications when an unauthorized change is detected on devices; iv. include user identification details, physical locations, etc. and v. Be accompanied with a user guide or operating policies which the DHET can select from or customise. <p>(f) Geotechnology - Ability to track and trace, set physical locations to limit movement, creating controls of</p>		

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
<p>moveable assets (desktops and laptops will be defined differently). Functionality to track assets over the internet map. The ability to build geo-fences ensuring devices are only allowed within a pre-approved vicinity and creating alerts if device moves out of the secure vicinity</p> <p>(g) Endpoint Forensics - Providing advanced forensics for devices that are stolen and would need investigations if any criminal activity is associated including the ability to trace the holder of the device.</p> <p>(h) Theft Recovery - Capabilities to provide assistance during criminal investigating action involving theft of a device, by tracking, tracing and recovering devices. Criminal investigating activity can be linked to local Police to assist in further investigations. Assist with speedy recovery of devices to protect sensitive data and intellectual property.</p> <p>(i) Enable the management and security of all company owned iOS, Android and Windows Phone devices. Generate automated Inventory and Security for all department's asset. Ensure device and data visibility on any network.</p> <p>(j) Provide ability for the agents to Self-heal or Re-install when attempts are made to break or compromise them on the endpoints.</p>		

6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that – (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

7. TECHNICAL FUNCTIONALITY

“NOT APPLICABLE FOR THIS BID”

8. PROOF OF CONCEPT

“NOT APPLICABLE FOR THIS BID”

9. SPECIAL CONDITIONS OF CONTRACT

9.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DHET reserves the right to include or waive the condition in the signed contract.
- (2) DHET reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, DHET will invoke the rights reserved in accordance with subsection 9.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 9.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

9.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DHET
- (b) **Right of Award.** DHET reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** DHET reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (d) **Sub-Contracting Applicable**

(2) DELIVERY ADDRESS. The supplier must deliver the required products or services at:

Department of Higher Education and Training
123 Francis Baard Street
Pretoria
0001

See paragraph 2.2 above for other locations of devices.

(3) SCOPE OF WORK AND DELIVERY SCHEDULE

- (a) The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	Scanning of the Department devices	1 Month
2.	Installation of the Software	2 Months
3.	License Subscription	36 months
4.	Resource Assistance	36 months
5.	Training/Handover	2 Weeks
6.	SaaS	36 Months

(4) **SERVICES AND PERFORMANCE METRICS**

- (a) The Supplier is responsible to provide the following service and performance metrics:

SBS	Service Element	Service Grade	Service Level
1.	Call Centre	Platinum	24h x 7days x 52weeks
2.	Incident Response	Normal	Maximum 4 hours
3.	Incident Restore	Normal	Maximum 8 hours

(5) **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

N/A

(6) **SUPPLIER PERFORMANCE REPORTING**

Reporting to the department project manager on deviations from scope and budget

(7) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

- (a) The Supplier represents that,
- (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Products or Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
- (d) **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work.** The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.

(8) **LOGISTICAL CONDITIONS**

- (a) **Hours of work.** Normal working hours are applicable. The bidder should schedule the hours of work as per the Supplier proposed project plan.
- (b) In the event that DHET grants the Supplier permission to access DHET's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DHET's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) **Tools of Trade.** The Supplier must provide its own tools of trade.
- (d) **On-site and Remote Support.** The Supplier must adhere to DHET policies
- (e) **Support and Help Desk.** The Supplier must provide 24/7/365 help desk support.
- (f) A contractual agreement, with clear deliverables and timeframes will be signed with the successful bidder upon award of the bid.
- (g) The installation and configuration must be signed-off by the relevant officials from the DHET upon completion thereof.
- (h) Payment will be made monthly based on the actual number of devices tracked by the ICT asset and device tracking tool.

(9) **SKILLS TRANSFER AND TRAINING**

- (a) The Supplier must provide certified training on the proposed solution or product to technical staff to enable DHET to operate and support the product or solution after implementation.
- (b) The nature of the training must be hands-on

(10) **REGULATORY, QUALITY AND STANDARDS**

- (a) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO9001.
- (b) The Supplier must for the duration of the contract ensure that the proposed product or solution conform with the Government Minimum Interoperability Standards (MIOS)

(11) **PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a **valid South African security clearance** or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
- (b) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).

- (c) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

(12) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to

disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(13) GUARANTEE AND WARRANTIES. The Supplier warrants that:

- (a) The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
- (b) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
- (c) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (d) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from DHET;
- (e) the Products is maintained during its Warranty Period at no expense to DHET;
- (f) the Product possesses all material functions and features required for DHET's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to DHET without reducing or limiting the Supplier's obligations under the Contract;
- (i) no actions, suits, or proceedings, pending or threatened against it or any of its third party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;

- (j) DHET is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (k) any Product sold to DHET after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) DHET's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (m) the information disclosed to DHET does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (n) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) the prices, charges and fees to DHET as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as DHET; and
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

(14) INTELLECTUAL PROPERTY RIGHTS

- (a) DHET retains all Intellectual Property Rights in and to DHET's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DHET's Intellectual Property for the sole purpose of providing the Products or Services to DHET pursuant to this Contract; provided that the Supplier must not be permitted to use DHET's Intellectual Property for the benefit of any entities other than DHET without the written consent of DHET, which consent may be withheld in DHET's sole and absolute discretion. Except as otherwise requested or approved by DHET, which approval is in DHET's sole and absolute discretion, the Supplier must cease all use of DHET's Intellectual Property, at of the earliest of:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by DHET, the Supplier must certify in writing to DHET that it has either returned all DHET Intellectual Property to DHET or destroyed or deleted all other DHET Intellectual Property in its possession or under its control.
- (c) DHET, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

(15) **TARGETED PROCUREMENT/TRANSFORMATION**

Not applicable to this Bid.

9.3. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

QUALIFICATION NOTICE

To safeguard the integrity of the bidding process, the technical and financial proposals should be submitted in separate sealed envelopes, as per “National Treasury: Supply Chain Management a guide for Accounting Officers / Authorities, 2004”, section 5.9.4; therefore

All bid Pricing Schedules, as indicated in section 10 COSTING AND PRICING, must be submitted in a SEPARATE SEALED ENVELOPE, failing which the bid WILL BE DISQUALIFIED.

10. COSTING AND PRICING

10.1.COSTING AND PRICING EVALUATION

- (1) **ALL PRICING SCHEDULES MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, failing which the BID will be DISQUALIFIED.**
- (2) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (3) This bid will be evaluated using the PPPFA preferential points scoring system of **80/20**.
- (4) The bidder must **complete the declaration of acceptance** as per section 10.3 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (5) Bidder will be bound by the following general costing and pricing conditions and DHET reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DHET and the bidder. However, DHET reserves the right to include or waive the condition in the Contract.

10.2.COSTING AND PRICING CONDITIONS

- (1) The bidder must submit **the Pricing Schedule(s)** as prescribed in section 10.4 as well as the relevant enclosed Standard Bidding Document SBD 3.1, 3.2 or 3.3.
- (2) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (3) **TOTAL PRICE**
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.
- (4) **BID EXCHANGE RATE CONDITIONS.** The bidders must use the exchange rate provided below to enable DHET to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

10.3.DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 10.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 10.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

10.4.BID PRICING SCHEDULE

Note:

- a) Bidder must complete the pricing as per table below (or as per the attached spread sheet if applicable).
- b) Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

(1) PRODUCT OR SERVICE PRICING

No	Product/Service description	Quantity	Price Year 1 (VAT excl.)	Price Year 2 (VAT excl.)	Price Year 3 (VAT excl.)
1.	Scanning of the Department devices	2000			
2.	Installation of the Software	2000			
3.	Software as a Service (SaaS) Subscription Cost (devices)	2000			
4.	Resource Assistance (Hourly based)	100 hours			
5.	Training (Hourly based)	100 hours			
6.	SUBTOTAL (VAT Excl.)				
7.	VAT (14%)				
8.	SUBTOTAL (VAT Incl.)				
9.	BID TOTAL (VAT Incl.)				

(2) RATE OF EXCHANGE PRICING INFORMATION

Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –

- (a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

No	Description	Price YEAR 1 (Vat Excl.)	Price YEAR 2 (VAT Excl.)	Price YEAR 3 (VAT Excl.)
1.	LOCAL Price (ZAR)			
2.	FOREIGN Price (ZAR)			
3.	Exchange Rate			
4.	SUBTOTAL (VAT Excl.)			
5.	VAT (14%)			
6.	TOTAL (VAT Incl.)			
7.	BID TOTAL			

National Treasury Procurement: Standard Bidding Document on next pages

**** SELECT APPLICABLE SBD 3.1, 3.2 OR 3.3 FOR THIS BID*

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:	Bid number:
Closing Time: 11:00	Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	---

-
- Required by: **THE STATE INFORMATION TECHNOLOGY AGENCY SOC LTD**
 - At:
 - Brand and model:
 - Country of origin:
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery basis

*Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:	Bid number:
Closing Time 11:00	Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|---|----------------|
| - | Required by: THE STATE INFORMATION TECHNOLOGY AGENCY SOC LTD | |
| - | At: | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| - | Delivery: | *Firm/not firm |

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO:
CLOSING TIME: 11:00	CLOSING DATE:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
----	---------------------	-------------	------------

R-----

--

R-----

--

R-----

--

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----
----- days		
-----	R-----	-----
----- days		
-----	R-----	-----
----- days		
-----	R-----	-----
----- days		

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....
R.....			
.....	R.....
.....	R.....
TOTAL: R.....			

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....
R.....			
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which

adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

11. Technical Schedules

11.1.LOCATION SCHEDULE

Department of Higher Education and Training
123 Francis Baard Street
Pretoria
0001

11.2.EQUIPMENT AND QUANTITY SCHEDULE

11.3.SOLUTION ARCHITECTURE

11.4.SERVICES AND PERFORMANCE SCHEDULE

11.5.PROJECT AND DELIVERY SCHEDULE

1. ABBREVIATIONS

ICT	Information and Communication Technology
PPPFA	Preferential Procurement Policy Framework Act

2. DEFINITIONS

ANNEX A.7: BIDDER SUBSTANTIATING EVIDENCE

This section is reserved for the bidder to provide information related to the substantiating evidence or comments in the format as required by the bid specification (e.g. text, graphical representation, diagrams, statistical reports, lists, reference letters, copies of product of solution documentation, certificates, licences, memberships, etc.).

Note: The evidence provided in this section will be used by the bid evaluation committee to evaluate the bid. Therefore, each piece of substantiating evidence must be cross referenced to requirements specification section.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has 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;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement

Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

END OF SBD 6.2