



REQUEST FOR PROPOSALS (RFP) FOR

**TENDER NUMBER: NGB 001/2025
FOR THE**

**SUPPLY, INSTALLATION, COMMISSIONING,
OPERATION, MANAGEMENT AND MAINTENANCE, OF A
NATIONAL CENTRAL ELECTRONIC MONITORING
SYSTEM (NCEMS) FOR LIMITED PAY-OUT MACHINES IN
THE REPUBLIC OF SOUTH AFRICA AND COLLECTION
OF RELATED MONITORING FEES FOR EIGHT (8) YEARS.**

Foreword

The National Gambling Board (hereinafter called “the NGB”) of the Republic of South Africa, invites sealed bids from Bidders for the supply, installation, commissioning, operation, management and maintenance of a National Central Electronic Monitoring System (NCEMS) for Limited Pay-Out Machines (LPMs) for a duration of eight (8) years. This must be done in accordance with the specifications and the Bid Requirements. The Successful Bidder is expected to provide a service to the NGB to supply, install, commission, operate, manage and maintain the NCEMS as well as collect monitoring fees on behalf of the NGB in respect of the 15,421* installed Limited Pay-Out Machines currently in operation in the Republic of South Africa.

The specifications of the NCEMS are designed in line with the statutory requirements and therefore this clause must be read with Section 27, 21 to 26 of the National Gambling Act, 2004, National Gambling Regulations, 2004 as well as the Regulations on Limited Pay-Out Machines, 2000.

In terms of section 27(2) of the NGA, the NGB may contract with any person (including a partnership, association, trust or juristic person established by or in terms of any law) who is not disqualified to hold a license in terms of section 50 of the NGA, to supply any or all of the products or services required to fulfil its obligations to supply, install, commission, operate, manage and maintain a NCEMS.

The advertisement thereof was published in the National Treasury e-tender Portal and on the NGB website.

* Approximate initial number of LPMs connected to the current NCEMS. This figure may change from time to time based on the LPM licenses issued.

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SECTION I: INTRODUCTION AND OVERVIEW

Issued by the National Gambling Board (“NGB”)

On 12 April 2024



National Gambling Board 1085 Francis Baard Street, Hatfield, Pretoria, Republic of South Africa

SECTION I: INTRODUCTION AND OVERVIEW

Reference No.: NGB 001/2025

Issuing Country: Republic of South Africa

1. This **Invitation for Bids (IFB)** for this project appeared in the **National Treasury's eTender Portal** dated **12 April 2024**.
2. The **National Gambling Board (hereinafter called "the NGB") of the Republic of South Africa**, invites sealed Bids from eligible Bidders for the **Supply, Installation, Commissioning, Operation, Management and Maintenance of a National Central Electronic Monitoring System (NCEMS) for Limited Pay-Out Machines in the Republic of South Africa and Collection of related Monitoring Fees for a Duration of Eight (8) Years** according to the specifications on the Bid Requirements. The Successful Bidder is expected to manage, operate and maintain the NCEMS on behalf of the NGB in respect of the 15,421 installed[†] Limited Pay-Out Machines currently in operation throughout the nine (9) provinces of the Republic of South Africa. The Successful Bidder will be responsible for operating all aspects of the NCEMS on a commercial basis and shall collect revenue for the NGB for such services. The Bidder will charge the NGB for services rendered based on a contract price as evidenced by the conclusion of the Service Level Contract. The **supply, installation, commissioning, operation, management and maintenance of a National Central Electronic Monitoring System and collection of monitoring fees**, requires professional judgement and expertise from a Bidder that is commensurate with the higher degree of professional integrity and risk management that they are called to assume.
3. Bidders are required to provide information regarding fees for providing support services under the **Service Level Contract** on a commercial basis chargeable to the NGB for providing operating services on Core and Value-Added Services under the Service Level Contract (*i.e. supply, installation, commissioning, operation, management, and maintenance of the NCEMS*).
4. Interested eligible Bidders may obtain further information from **The Procurement Practitioner, National Gambling Board, 1085 Francis Baard Street, Hatfield, Pretoria, Republic of South Africa** from 08h00-16h00 Central African Time (CAT).

[†] Approximate number of LPMs connected to the current NCEMS. This figure may change from time to time based on the LPM licenses issued.

5. Bids must be delivered to the address below on or before **16 July 2024 at 11H00**. **Bids must be secured by a Bid Application Fee of ZAR 100,000 (One Hundred Thousand Rand, inclusive of VAT) and a Bid Submission Fee of ZAR 1,400,000 (One Million Four Hundred Thousand Rand, inclusive of VAT)**. Late Bids will be rejected.
6. Prospective Bidders are invited to attend a compulsory **Briefing Session** to be held at the offices of the National Gambling Board, South Africa on **26 April 2024 at 10h00 CAT**. Bidders are requested to inform the NGB of their intention to attend and forward their questions, if any, to the **Procurement Practitioner, rfp4ncems2@ngb.org.za** at least two (2) days prior to the Briefing Session.
7. Proposals shall be submitted as per the instructions as stipulated in Section II: Instructions to Bidders.
8. The Bid Application Fee (R100,000 inclusive of VAT) and the Bid Submission Fee (R1,400,000, inclusive of VAT) are required pursuant to the application. The non-refundable Bid Application and Bid Submission Fees must be paid into the bank account of the NGB prior to obtaining a bid document and submitting a bid document respectively. Proof of payment must accompany the proposal (as described in Section II: Instructions to Bidders).
9. Envelope / Package marked “Technical Proposal” (see Section II: Instructions to Bidders) will be opened on the closing date of the bid at 11:15 CAT in public.
10. Evaluation and adjudication of Bids will be conducted using the 90/10 preference point system in accordance with the Preferential Procurement Regulations, 2022 and the Preferential Procurement Policy Framework Act, 2000 (PPPFA) which is open to all eligible Bidders that meet the minimum qualification criteria as indicated in the bidding documents.

Procurement Practitioner

National Gambling Board
1085 Francis Baard Street
Hatfield

Pretoria

Tel: 0100033486

rfp4ncems2@ngb.org.za



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SECTION II: INSTRUCTIONS TO BIDDERS (ITB)



SECTION II INSTRUCTIONS TO BIDDERS[‡]

A. General

INTERPRETATION OF THE INSTRUCTIONS TO BIDDERS

All words and expressions to any one gender shall be capable of being construed as a reference to other gender, unless the context indicates otherwise:

- i. The words signifying the singular shall include the plural and vice versa;
- ii. A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa;
- iii. Words and phrases defined in this Request for Proposals (RFP) shall bear the meaning assigned to them throughout;
- iv. Words and phrases used in this RFP which are defined or used in any statute, which applies to the subject matter, professional person, goods, or services provided for in this ITB shall be construed in accordance with the applicable statute or regulations;
- v. When any number of days is prescribed in this ITB, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- vi. Reference to day(s), month(s) or year(s) shall be construed as calendar day(s), month(s) or year(s);
- vii. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

[‡] This section of the Bidding documents provides the information necessary for Bidders to prepare and submit responsive bids that meet the NGB's requirements. The ITB describes the critical steps of bid submission, opening and evaluation and the award of the contract.

- viii. Expressions defined in this ITB shall bear the same meaning in schedules or annexures to this Bidding Document which do not themselves contain their own definitions;
- ix. The rule of construction that an agreement will be interpreted against the party responsible for the drafting thereof, shall not apply.

1. Scope of Bid

1.1 The **National Gambling Board (NGB)**, invites Bids for the Services, as described in the **Terms of Reference**. The name and identification number of the Contract is **Supply, Installation, Commissioning, Operation, Management and Maintenance of a National Central Electronic Monitoring System (NCEMS) for Limited Pay-Out Machines in the Republic of South Africa and the collection of related monitoring fees for eight (8) years, tender number NGB 001/2025.**

1.2 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form (e.g. by mail, or e-mail).
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “business day” means any day excluding Saturdays, Sundays and Public holiday in the Republic of South Africa.

2. Public Entity Related to Bidding Documents and

2.1 The public entity related to these bidding documents is the NGB, acting as the procuring entity, in charge of issuing bidding documents and responsible for any amendment these may require, in terms of Regulation 16A of the

to challenge and appeal

3. Corrupt Practices

Treasury Regulations published under the Public Finance Management Act, 1999.

3.1 **NGB** officials and Bidders shall conform to the standards of conduct set out in the Prevention and Combating of Corrupt Activities Act, 2004. This Act provides that it is a criminal offence to provide any form of “gratification”[§] to an official if it is not lawfully due. Sections 3, 4, 12 and 13 of the **Prevention and Combating of Corrupt Activities Act, 2004**, generally provides as follows:

- (1) A public official involved in planning or conducting public procurement proceedings or contract administration, shall:
 - (a) discharge his duties impartially so as to ensure fair competitive access to procurement by suppliers;
 - (b) act in the public interest, and in accordance with the objectives and procedures set out in this Act;
 - (c) avoid conflicts of interest, and the appearance of conflict of interest, in carrying out his duties and conducting himself;
 - (d) not commit or abet any corrupt or fraudulent practice, including solicitation or acceptance of improper inducements;
 - (e) keep confidential any information that comes into his possession relating to procurement proceedings and to Bids, including Bidders’ proprietary information; and

[§] The Act defines corruption as “any person who directly or indirectly gives or accepts or agrees or offers to give or accept any gratification from another person with the purpose of acting personally or influencing another person to act in a manner that amounts to an illegal, dishonest, or unauthorized action or an abuse of authority, a breach or a violation of a legal duty, is guilty of an act of corruption.

(f) declare his assets in such a manner as may be prescribed.

(2) Relatives

(a) No public official, her or his immediate family, shall participate as a Bidder in the procurement proceedings of the NGB and no award of a procurement contract shall be made directly to such official or to anybody in which her or his immediate family, is employed in a management capacity or has substantial financial interest.

(b) In the sub-section, "immediate family" is limited to children, adopted children, spouses, life partner, parent, adoptive parent, siblings, grandparent and grandchildren, including their immediate family members and as more fully set out in the RFP.

(3) The Government of the Republic of South Africa requires that Bidders / suppliers / contractors, participating in procurement in South Africa, observe the highest standard of ethics during the procurement process and execution of contracts.

(4) Conduct of Bidders and suppliers

(a) A Bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including

interference in the ability of competing Bidders to participate in procurement proceedings.

- (b) A Bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.
- (c) Bidders shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among Bidders, establish bid prices at artificial non-competitive levels or otherwise deprive the NGB of the benefit of free and open competition.
- (d) The NGB shall reject a bid if the Bidder offers, gives or agrees to give any form of gratification referred to in subsection (3.1) and promptly notify the rejection of the bid to the Bidder concerned and to National Treasury.
- (e) Subject to paragraph (b), a Bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such Bidders or supplier, shall not participate in such bidding.

4. Eligible Bidders

- 4.1 This Invitation for Bid is open to all Bidders. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in the source countries.

- 4.2 All Bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture, technical partners and/or subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for this Bid/Contract or being proposed as Project Manager for the Contract. A firm that has been engaged by the NGB to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the NGB.
- 4.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the National Treasury of the Republic of South Africa.

5. Qualification of the Bidders

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 All Bidders shall include the following information and documents with their Bids, unless otherwise stated in the **RFP**:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidders.

- (b) The company structure envisaged shall be a ring-fenced entity for purposes of the Supply, Installation, Commissioning, Operation, Management and Maintenance of a National Central Electronic Monitoring System (NCEMS) for Limited Pay-Out Machines in the Republic of South Africa and the collection of related monitoring fees;
- (c) Total monetary value of Services performed for each of the last ten (10) years;
- (d) Proof of experience in Services of a similar nature and size for each of the last ten (10) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) A list of major items of equipment proposed to carry out the Contract;
- (f) The qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) Reports on the financial standing of the Bidders, such as profit and loss statements / audited financial statements and auditor's reports for the past five (5) years;
- (h) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

- (i) Authorisation to the NGB to seek references from the Bidders' bankers;
- (j) Information regarding any litigation, current or during the last five (5) years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Details of subcontracting components of the Services;
- (l) Bidders to provide a tax PIN as issued by SARS;
- (m) Proof that the Bidder is registered on National Treasury's Central Supplier Database (CSD); and
- (n) All other information indicated in sub-section 13 of this document.

5.3 Bids submitted by a joint venture of two (2) or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Bid Requirements**:

- (a) The Bid shall include all the information listed in the Instruction To Bidders Sub-Clause 5.2 above for each joint venture partner;
- (b) The Bid shall be signed so as to be legally binding on all partners;
- (c) The Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the

execution of the Contract in accordance with the Contract terms;

- (d) One of the partners shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture;
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
- (f) The financial figures for each of the partners of a joint venture shall be added together to determine the Bidders' compliance with the minimum qualifying criteria.

5.4 Bidders shall be required to meet the minimum requirements in order to proceed to a subsequent phase in the bidding process. The evaluation of the Bids will be conducted in (4) phases, as more clearly set out in Section III, Sub Section 9 of the RFP, namely:

- (a) **Phase 1:** Pre-qualification Stage: Administrative and Substantive Responsiveness.
- (b) **Phase 2:** Functional evaluation in accordance with the functional requirements criteria.
- (c) **Phase 3:** Price and specific goals evaluation in accordance with the PPPFA
- (d) **Phase 4:** Adjudication of Bids and Final Award.

6. One (1) Bid per Bidder

6.1 Each Bidder shall submit only one (1) Bid, either individually or as a partner in a joint venture. A Bidder who submits or

participates in more than one (1) Bid will cause all the proposals with the Bidders' participation to be disqualified.

7. Cost of Bidding

7.1 The Bidders shall bear all costs associated with the preparation and submission of his Bid and the NGB will in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidders, at the Bidders' own responsibility and risk, is encouraged to visit and examine the Site(s) where services are required and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the LPM Site(s) shall be at the Bidders' own expense.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with ITB Clause 11:

- Section I Introduction and Overview
- Section II Instructions to Bidders
- Section III RFP Requirements
- Section IV Bidding Forms

9.2 The Bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders' risk and may result in the rejection of its bid. Section IV should be completed and returned with the Bidders

Response to the Bid in the number of copies specified in the RFP.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the NGB through the Procurement Practitioner via the following email address rfp4ncems2@ngb.org.za. The NGB will respond to any requests for clarification received from Bidders by the 06 May 2024 by no later than the 13 May 2024. Copies of the NGB's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of Bids, the NGB may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the NGB.

11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the NGB shall extend, if and as necessary, the deadline for submission of Bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidders and the Purchaser, shall be in English.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidders shall comprise the following and parts clearly marked:

(a) Part 1: Technical Proposal

The following documents/information must be placed in a separate envelope / package which is securely sealed and clearly marked "Technical Proposal":

- (i) Response to the request for proposal;
- (ii) Proposed methodology and implementation plan;
- (iii) CV's of proposed project team;
- (iv) Transfer of skills;
- (v) Reference letters and letters of certification from companies for which similar projects were completed in the last five (5) years)
- (vi) Company profile;
- (vii) Company registration certificate;
- (viii) Completed SBD forms (excluding SBD 3.1):
 - a. SBD 1;
 - b. SBD 4; and
 - c. SBD 6.1
- (ix) General Conditions of Contract (must be initialed on each page and signed fully and dated on the last page);
- (x) Special Conditions of Contract – Provisional Service Level Contract (must be initialed on each page and signed fully and dated on the last page);
- (xi) Bidders to provide a tax PIN as issued by SARS;

- (xii) Original or a certified copy of the B-BBEE verification certificate. A sworn affidavit in cases of EMEs and QSEs;
- (xiii) Form 5 – Joint Venture Summary;
- (xiv) Form 6 – Description of approach and methodology for performing the assignment;
- (xv) Form 14 – Technical Evaluation Submission Checklist;
- (xvi) Audited Financial Statements of the Bidder for the last five (5) financial years;
- (xvii) Financial projections over the duration of the contract;
- (xviii) Performance Guarantee; and
- (xix) Proof of payment of bid submission fee.

(b) Part 2: Local Content Documents

The following documents/information must be placed in a separate envelope / package which is securely sealed and clearly marked “Local Content Proposal”:

- (i) A list and value of all components; and
- (ii) Form 6.2 – A sworn declaration / affidavit should be appended and submitted as the bidders’ commitment to local content figures.

(c) Part 3: Probity Documents

The following documents/information must be placed in a separate envelope / package which is securely sealed and clearly marked “Probity Documents”:

- (i) Form 1 – Business Entity Disclosure ;
- (ii) Form 2 – Personal History Disclosure ;
- (iii) Declaration of interest (SBD 4);
- (iv) Form 3 – Release Authorisation Notice;
- (v) Form 3.1 – Corporate Release Authorisation;
- (vi) Form 4 – Bid-Application Declaration;
- (vii) Form 5 – Joint Venture Summary;

- (viii) Form 7 – Litigation History;
- (ix) Form 8 – Details of Applicant’s Experience;
- (x) Form 9 – Summary Sheet: Past, Current And Expected Contract Commitments;
- (xi) Form 10 – Team Composition And Task Assignments;
- (xii) Form 11 – Curriculum Vitae (CV) For Proposed Professional Staff;
- (xiii) Form 12 – Staff Schedule
- (xiv) Form 13 – List of Proposed Subcontractors; and
- (xv) B-BBEE Certificate. A sworn affidavit in cases of EMEs and QSEs.

(d) Part 4: Financial Proposal

The following documents/information must be placed in a separate envelope / package which is securely sealed and clearly marked “Financial Proposal”:

- (i) Completed SBD 3.1;
- (ii) Calculation supporting the Bid Price; and
- (iii) FORM 4.1 – Service Providers Bid.

The Bidders shall provide rates and prices for all items of the Services described in the RFP Requirements (Section III), Bidding Forms (Section IV), and where necessary and as required.

The Bidders shall submit with the Bid all the information required under the Special Conditions of Contract (Service Level Contract) and the General Conditions of Contract.

For the purpose of determining the payment for core services due and for Value Added Services a breakdown of the price shall be provided by the Bidder.

14. Currencies of Bid and Payment

14.1 The service price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidders expects to provide from within the NGB's country, the prices shall be quoted in **South Africa Rand (ZAR)**. (The applicable exchange rate shall be the ruling /quoted Rate on the publication date of the RFP as issued by the Reserve Bank of South Africa.); and
- (b) for those inputs to the Services which the Bidders expect to provide from outside the NGB's country, the prices shall be quoted in South African Rand (ZAR). The applicable exchange rate shall be the ruling /quoted Rate on the publication date of the RFP as issued by the Reserve Bank of South Africa.

15. Bid Validity

15.1 Bids shall remain valid for a period of 180 days after the deadline for Bid submission.

16. Bid Application and Bid Submission Fees

16.1 The Bidders shall furnish, as part of the Bid, proof of payment of the Bid Application Fee of R100,000 (one hundred thousand rand) and the Bid Submission Fee of R1,400,000 (one million four hundred thousand rand).

16.2 If a Bid is not accompanied by the Bid Application and Bid Submission Fee as is required in accordance with ITB Sub-Clause 16.1, such bid shall be rejected by the NGB as non-responsive.

16.3 The Bid Application and Bid Submission fees are non-refundable.

16.4 The Bid Application and Bid Submission Fee will be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidders on the Bid Submission Form; or
- (b) if the Successful Bidder fails to sign the Contract in accordance with ITB Clause 34; or
- (c) if the Successful Bidder fails to furnish a Performance Guarantee in accordance with ITB Clause 35; or
- (d) if the Bidders does not accept a correction of an arithmetical error.

16.5 The only instance in which a Bid Submission Fee will be refunded to the Bidder is where the Bid Submission is late.

16.6 The Bid Application and Bid Submission Fee of a Joint Venture must be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Application and Bid Submission Fee shall be in the names of all future partners as named in the letter of intent to constitute the Joint Venture.

17 A Bid Securing Declaration

17.1 If required in the Bid Requirements, the Bidder shall furnish as part of his bid a Bid Application Declaration, accepting that if he withdraws or modifies his bid during the period of validity of the bid or does not accept correction of arithmetical error or if he is awarded the contract and fails to sign the contract or fails to submit a performance security before the deadline defined in the bidding documents, he may be disqualified from this Bid. The Bid Application Declaration shall be in the format contained in Section IV, signed and duly endorsed by the Bidder.

18. Alternative

**Proposals by
Bidders**

18.1 **Unless otherwise indicated**, alternative Bids shall not be considered.

**19. Format and
Signing of Bid**

19.1 The Bidders shall prepare one (1) original of the documents comprising the Bid as described in ITB Clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidders shall submit copies of the Bid, in the number specified in the RFP Requirements, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink. All pages of the Bid where entries or amendments have been made shall be initialed by the duly authorised person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the NGB, or as necessary to correct errors made by the Bidders, in which case such corrections shall be initialed by the duly authorised person or persons signing the Bid.

D. Submission of Bids

**20. Sealing and
Marking of Bids**

20.1 The Bidders shall seal the original and all copies of the Bid duly marking the documents (or folders) as “ORIGINAL” and “COPIES”.

20.2 All files, folders and documents shall:
(a) bear the name and address of the Bidder;

(b) be addressed to the NGB at the following address;

*National Gambling Board
1085 Francis Baard Street
Hatfield
Pretoria;*

(c) provide a warning not to open before the specified time and date for Bid opening as specified in this RFP.

20.3 If files/folders/documents are not sealed and marked as above, the NGB will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the NGB at the address specified above, no later than the time and date specified in the National Treasury's eTender Portal.

21.2 The NGB may extend the deadline for submission of Bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the NGB and the Bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the NGB after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidders.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clause 23.1 above, with the outer and inner envelopes / packages additionally marked "MODIFICATION" OR "WITHDRAWAL," as appropriate.

24. Bid Opening

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bid or as extended pursuant to ITB Sub-Clause 16.2 shall result in the forfeiture of the Bid Application and Bid Submission Fee pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause.

E. Bid Opening and Evaluation

24.1 The NGB will open the Bids, including modifications made pursuant to ITB Clause 23, in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the ITB.

24.2 Envelopes / packages marked "WITHDRAWAL" shall be read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The Bidders' names, Bid modifications and withdrawals, the presence or absence of The Bid Application and Bid Submission Fee, and such other details as the NGB may consider appropriate, will be announced by the NGB at the Bid opening. No Bid shall be rejected at bid opening except for the late Bids pursuant to ITB Clause 22. Bid withdrawals, sent pursuant to ITB Clause 23 that are read out but not

opened at Bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn Bids will be returned unopened to the Bidder.

24.4 The NGB will prepare a register of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Successful Bidder is notified of the award. Any effort by a Bidder to influence the NGB's processing of Bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the NGB, who will provide a written explanation. Any request for explanation from one Bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the NGB may, at the NGB's discretion, ask any Bidder for clarification of the Bidders' Bid, including breakdowns of the prices in the Activity Schedule, and other information that the NGB may require. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the NGB in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the NGB on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

26.3 Any effort by the Bidders to influence the NGB in the NGB's bid evaluation or contract award decisions may result in the rejection of the Bidders' Bid.

27.1 Prior to the detailed evaluation of Bids, the NGB will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the NGB's rights or the Bidders' obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the NGB, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the NGB for any arithmetic errors. Arithmetical

errors will be rectified by the NGB on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the NGB in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Application and Bid Submission Fee shall be forfeited in accordance with ITB Sub-Clause 16.

29. Currency for Bid Evaluation

29.1 The NGB will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:

(a) the currency of the NGB's country at the exchange rates established for similar transactions by the authority;

or

(b) All Bids shall be quoted in South African Rand (ZAR). The applicable exchange rate shall be the ruling/quoted Rate on publication of the RFP as issued by the Reserve Bank of South Africa.

30 Evaluation and Comparison of Bids

30.1 The NGB will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating applications, the NGB will consider all relevant factors to be substantially responsive in accordance with ITB Clause 27; the NGB will consider all relevant factors applicable to the Bid.

30.3 The NGB shall conduct a detailed evaluation of the proposals in order to determine whether the Bidders' are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents.

30.4 The evaluation of the Bids will be conducted in (4) phases, as more clearly set out in Section III, Subsection 9 of the RFP, namely:

- a) **Phase 1:** Pre-qualification Stage: Administrative and Substantive Responsiveness.
- b) **Phase 2:** Functional evaluation in accordance with the functional criteria.
- c) **Phase 3:** Price and specific goals evaluation in accordance with the PPPFA.
- d) **Phase 4:** Adjudication of Bids and Final Award.

30.5 Phase 2 will account for 100% of the functional evaluation criteria. The phase is broken down into the following Stages:

- a) Stage 1 – Technical and Financial Viability Evaluation;
- b) Stage 2 – Presentation; and
- c) Stage 3 – Probity checks.

Bidders who pass Stage 2 of Phase 2 will be subjected to Probity Checks. Only Bidders who pass probity will be eligible for further consideration in Phase 3 of the Bid Process.

Bidders who score a combined score of 80% or higher in Phase 2 (Stage 1 and Stage 2) and obtain a positive probity outcome will qualify for further consideration for Phase 3.

30.6 Bidders are required to quote a pricing and provide a breakdown of pricing in the manner and detail called for in the Pricing Schedules.

30.7 The Price of Services shall be quoted in total for each service (where appropriate, broken down into monthly and annual prices), separated into components. Prices must include all applicable taxes, duties, levies and fees.

30.8 In evaluating the Bids, the NGB will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
(a) making any correction for errors pursuant to ITB Clause 28.

30.9 The NGB reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the NGB will not be taken into account in Bid evaluation.

30.10 The estimated effect of any price adjustment conditions under Sub-Clause 17.1 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Contractors from the Republic of South Africa may receive a margin of preference in Bid Evaluation, for which this clause

shall apply^{**}. If so indicated in the SBD Document, contractors from the Republic of South Africa may receive a margin of preference in Bid Evaluation, for which this clause shall apply.^{††}

31.2 Bidders shall provide all evidence necessary to prove that they meet the functional evaluation criteria and criteria in terms of specific goals.

F. Award of Contract

32. Award Criteria

32.1 Subject to ITB Clause 33, the NGB will award the Contract to the Bidders whose Bid based on the outcome of the four-phase evaluation process and applying the prescripts of the Preferential Procurement Regulations, 2022.

33. NGB's Right to Accept any Bid and to Reject any or all Bids

33.1 Notwithstanding ITB Clause 32, the NGB reserves the right not to appoint any Bidder.

33.2 Notwithstanding ITB Clause 32, the NGB reserves the right to withdraw from the bidding process for whatever reason. In this instance the Bid Application and Bid Submission Fee is refundable to the Bidder(s).

34. Notification of Award and Signing of Agreement

34.1 Following the identification of the Successful Bidder, the NGB shall provide notice in writing of the proposed award to the selected Bidder and to the general public. The notice to the Bidder shall be made by means of a letter (herein called the "Letter of Acceptance"). Award of the contract shall be

^{**} This Clause may be used only where the domestic preference is expressly permitted by the RFP

^{††} *This Clause may be used only where the domestic preference is expressly permitted by the Bidding Documents.*

35. Performance Security

made in accordance with the time period referred to in this RFP.

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 35.3.

34.3 The Final Service Level Contract shall incorporate all agreements between the NGB and the Successful Bidder.

34.4 The NGB shall publish on its website the results of the Bid and the following information: name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

35.1 The Successful Bidder shall deliver to the NGB the applicable Performance Guarantee, within three (3) Business Days from date of award to the Successful Bidder, denominated in the type and proportions of currencies in the Letter of Acceptance.

35.2 The Performance Guarantee required from the Successful Bidder shall be issued by a Financial Service Provider that is registered with the Financial Services Conduct Authority or a Development Finance Institution in South Africa (DFI).

35.3 Failure of the Successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Application and Bid Submission Fee.



National Gambling Board
South Africa
a member of the dtic group

SECTION III: REQUEST FOR PROPOSAL REQUIREMENTS

Issued by the National Gambling Board (“NGB”)

On 12 April 2024



National Gambling Board 1085 Francis Baard Street, Hatfield, Pretoria, Republic of South Africa

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CONFIDENTIAL

1. SUB-SECTION 1: DEFINITIONS OF TERMS AND ABBREVIATIONS

In this RFP, unless otherwise specified or the context clearly indicates the contrary, the following words and expressions shall have the meanings assigned to them below:

- 1.1. **“Advisors”** – external third-party advisors or consultants appointed by the NGB in respect of this Request For Proposal;
- 1.2. **“Analytical Tools”** – a category of software tools that provides analysis of data stored in a database, typically, analysing different dimensions of multidimensional data;
- 1.3. **“Associate”** – as defined in section 1 of the National Gambling, 2004 (Act 7 of 2004);
- 1.4. **“Audit trail”** – a record showing what operations have been performed, what interventions have taken place and who has had access during a given period of time;
- 1.5. **“B-BBEE”** – broad-based black economic empowerment as defined in section 1 of the B-BBEE Act, 2003 (Act 53 of 2003);
- 1.6. **“B-BBEE Act”** – the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), as amended by Act 46 of 2013, read with the regulations and the B-BBEE Amended Codes issued thereunder;
- 1.7. **“B-BBEE Legislation”** – the B-BBEE Act, the B-BBEE Codes of Good Practice, the Regulations, the ICT Charter, and any other legislation promoting broad based black economic empowerment with which the Bidders are required to comply with from time to time;
- 1.8. **“B-BBEE Status”** – the B-BBEE status received by a Bidder based on its overall performance using the B-BBEE Legislation as defined herein;
- 1.9. **“Bid”** – a written offer for the supply, installation, commissioning, operation, management, and maintenance of the National Central Electronic Monitoring System in response to and in accordance with this Request for Proposal;
- 1.10. **“Bidder”** – a juristic person, which is incorporated under the Companies Act, consortium or joint venture which is submitting a Bid to operate the NCEMS in accordance with this Request For Proposal;

- 1.11. **“Bid Validity Period”** – A period of 180 calendar days starting from the closing date of proposal submission;
- 1.12. **“Black People”** – is a generic term which means Africans, Coloureds and Indians—
- a) who are citizens of the Republic of South Africa by birth or descent;
 - b) who became citizens of the Republic of South Africa by naturalisation:
 - (1) before 27 April 1994; or
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;
- 1.13. **“Bureau”** – a department set up by the NCEMS Operator to facilitate, implement, monitor, and support the implementation and operation of the Independent Site Operators throughout all provinces;
- 1.14. **“Business day”** – any day excluding Saturdays, Sundays, and Public holiday in the Republic of South Africa;
- 1.15. **“Codes”** – the Codes of Good Practice on Black Economic Empowerment, published in the Government Gazette, Notice 112 of 2007 as amended;
- 1.16. **“Companies Act”** – the Companies Act, 2008 (Act 71 of 2008) and shall include the provisions of the Companies Act, 1973 (Act 61 of 1973) that has not been repealed;
- 1.17. **“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 and joint venture shall bear corresponding meaning;
- 1.18. **“Constitution”** – the Constitution of the Republic of South Africa, 108 of 1996;
- 1.19. **“Contract Duration”** – the period during which the Service Level Contract will be in force as stated in Special Conditions of Contract – Provisional Service Level Contract;
- 1.20. **“Contractor”** – an entity proposed by a Bidder to provide goods or services to the Bidder as part of the Bidder’s operation of the NCEMS and/ or an entity engaged by the NCEMS Operator to provide goods or services to it as part of the NCEMS Operator’s day-to-day operation of the NCEMS where applicable;
- 1.21. **“Control”** – whether directly or indirectly and with reference to B-BBEE Legislation means:

- 1.21.1. The ability to appoint or to vote for the appointment of a majority of directors of a company or of directors who control a majority of votes of the board;
- 1.21.2. In respect of a company where such company is the holding company of a subsidiary as contemplated in Section 3(1)(b) of the Companies Act;
- 1.21.3. In the case of a trust, the ability to control the majority of the votes of the trustees, to appoint the majority of the trustees, to appoint or change the majority of the beneficiaries of the trust;
- 1.21.4. The ability to control or exercise a material influence over the management, finances and/or business plan of a company or trust;
and
“Controlled” and “Controlling” shall have a corresponding meaning and are synonymous;
- 1.22. **“Corruption Act”** – the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004);
- 1.23. **“Day(s)”** – refers to calendar day(s), exclusive of the first day and inclusive of the last day;
- 1.24. **“DBSA”** – the Development Bank of Southern Africa Limited reconstituted and incorporated in terms of Section 2 of the Development Bank of Southern Africa Act, 1997 (Act 13 of 1997);
- 1.25. **“DCMM”** – the Data Collection Manager and Monitor which collates, prepares, and introduces the data into the Management and Monitoring System;
- 1.26. **“DFI” or “Development Finance Institution”** – any development finance institution in the Republic of South Africa recognised by the South African Reserve Bank which may include but shall not be limited to, the DBSA and/or Independent Development Corporation and or National Empowerment Fund and or Small Enterprise Finance Agency;
- 1.27. **“EFT”** – electronic funds transfer is the electronic exchange, transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems;
- 1.28. **“Economic Benefit”** – any economic benefit whatsoever which may be in the form of, but shall not be limited to, dividends, profit share, synthetic equity,

licence fees, royalties or any similar payment to any shareholder or Associate of the Bidder;

- 1.29. **“ECT Act”** – the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002);
- 1.30. **“Evaluation Committee”** – the evaluation committee to be appointed by the NGB which committee may consist of NGB members, Advisors, and representatives from other Organs of State;
- 1.31. **“Final Contract”** – bears a corresponding meaning to Service Level Contract;
- 1.32. **“GAAP”** – Generally Accepted Accounting Practice;
- 1.33. **“Gambling Regulations”** – the National Gambling Regulations, published under Government Notice no. R1342 in Government Gazette no. 26994 of 12 November 2004, as amended by the Government Notice No. R89 of 2 February 2007 and Government Notice no R.386 of 15 May 2012 as withdrawn by General Notice No. 722 of 5 September 2012;
- 1.34. **“GCC”** – the General Conditions of Contract, which apply to Government procurement and this Request For Proposal and which are attached hereto as Annexure “B”;
- 1.35. **“Gross Gambling Revenue (GGR)”** – the rand value of the gross revenue of an operator i.e. turnover less winnings paid to players;
- 1.36. **“Government”** – the South African Government;
- 1.37. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:
 - 1.37.1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 or the Constitution of the Republic of South Africa, 1993 (“the Interim Constitution”); and / or
 - 1.37.2. who is a female; and / or
 - 1.37.3. who has a disabilityProvided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- 1.38. **“ICT Sector Code”** – the Information, Communication and Technology Code, published in terms of section 9(1) of the B-BBEE Act under General Notice No. 1387 in Government Gazette 40404 of 7 November 2016;

- 1.39. **“IDC”** – the Industrial Development Corporation Limited, a corporation established under Section 2 of the Industrial Development Corporation Act, 1940 (Act 22 of 1940) as amended from time to time;
- 1.40. **“Immediate family members”** – Is limited to children, adopted children, spouses, life partner, parent, adoptive parent, siblings, grandparent, and grandchildren, including their immediate family members;
- 1.41. **“Implementation date”** – the date upon which the NCEMS Operator installs and connects the first LPM and commences the monitoring of the LPMs in terms of the Service Level Contract;
- 1.42. **“Independent Regulatory Board for Auditors (IRBA)”** – The regulatory board for auditors.
- 1.43. **“Independent Site Operator” (ISO)** – an Independent Site Operator, being an operator who is not linked to a Route Operator and is licensed to own and operate LPMs on a single Site and is responsible for maintaining the machines, effecting the collection of money, and paying the provincial taxes and levies due to the Provincial Licensing Authorities;
- 1.44. **“ISO/IEC”** – International Organisation for Standardisation / International Electro-technical Commission.
- 1.45. **“Key Contractor”** – a party that provides goods or services of a Material Nature to the Bidder, either directly or indirectly;
- 1.46. **“Key Employee”** – any employee of the NCEMS Operator or Bidder who has the power to exercise a significant influence over and make decisions concerning the operation of the NCEMS or who has direct operational responsibility for the NCEMS, or any employee of the Bidder designated as such by the NGB;
- 1.47. **“King Reports”** – all King Reports on Corporate Governance for South Africa, as published by the Institute of Directors, which reports is a summary of the best international practices in corporate governance;
- 1.48. **“LAN”** – local area network;
- 1.49. **“Limited Pay-Out Machine” (LPM)** – a gambling machine with a restricted prize, as described in section 26 of the NGA;

- 1.50. **“LPM Regulations”** – In terms of the NGA, Regulations on Limited Pay-Out Machines, published under Government Notice No. R1425 in Government Gazette no. 21945 of 21 December 2000;
- 1.51. **“Material Nature”** – means those goods or services provided to the Bidder, either directly or indirectly which services contribute to at least 20% of the income of the Bidder;
- 1.52. **“MMS”** – Management and Monitoring System.
- 1.53. **“Minister”** – The Minister of Trade, Industry and Competition;
- 1.54. **“Mission critical”** – Mission critical refers to any factor of a system that is essential to the business operation of the NCEMS or the NCEMS Operator. Failure or disruption of mission critical will result in the serious impact on the NCEMS or the NCEMS Operator;
- 1.55. **“Multiple Bid”** – means more than one Bid from the same company or a Bidder or Significant Shareholder of a Bidder; or technical partners who participate in more than one Bid.
- 1.56. **“NDP”** – The National Development Plan of 2030 aims to eliminate poverty and reduce inequality.⁸
- 1.57. **“NCEMS”** – the National Central Electronic Monitoring System, established in terms of section 27(1) of the National Gambling Act, 2004 (Act 7 of 2004);
- 1.58. **“NCEMS Contract Management Committee”** or **“NCMC”** – is constituted in accordance with the provisions of clause 24 of the Provisional Service Level Contract, which shall be responsible for the implementation of the NCEMS over the duration of the contract;
- 1.59. **“NCEMS Technology”** – the technology, technical information, system infrastructure and software and know-how provided by the NCEMS Operator and utilised in the NCEMS for the monitoring of LPM’s within the RSA, as provided for by the NCEMS Operator in terms of this Agreement which shall include, but not limited to all patents granted, patents applications, copyrights, trade secrets, confidential information and other intellectual or intangible property of all kinds which are associated therewith, including the items set out in the knowledge base, in terms of the provisions of this Agreement;
- 1.60. **“NGA”** refers to the National Gambling Act, 2004 (Act 7 of 2004);

⁸ <http://www.gov.za/issues/national-development-plan-2030>

- 1.61. **“NGB”** – the National Gambling Board, a Schedule 3A Entity, constituted in terms of the NGA;
- 1.62. **“NCEMS Management Committee”** or **“NMC”** – is constituted in accordance with the provisions of clauses 16.1 and 24 of the Provisional Service Level Contract, which shall be responsible for managing the rendering of the Services by the NCEMS Operator in terms of this Agreement;
- 1.63. **“NCEMS Operations and Change Management Committee”** or **“NOCMC”** – as constituted in accordance with the provisions of clause 24 of the Provisional Service Level Contract, which shall provide guidance on the resolution of the daily operations of the NCEMS;
- 1.64. **“NRCS”** – the National Regulator for Compulsory Specifications;
- 1.65. **“Previously Disadvantaged Person”** – has a corresponding meaning to HDI;
- 1.66. **“PPPFA”** – the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 1.67. **“Office Bearer”** – means a Deputy President, a Minister, a Deputy Minister, a member of the National Assembly, a permanent delegate, a Premier, a member of an Executive Council, a member of a provincial legislature, a traditional leader, a member of a provincial House of Traditional Leaders, a member of the Council of Traditional Leaders and a member of a Municipal Council;
- 1.68. **“Operator”** – an Independent Site Operator, Route Operator or Site Operator, as the context may indicate;
- 1.69. **“Performance Guarantee”** – the proceeds of the performance security payable to the NGB as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.
- 1.70. **“Political Office-Bearer”** – as defined in section 1 of the National Gambling Act, 2004 (Act 7 of 2004);
- 1.71. **“PAIA”** – the Promotion of Access to Information Act, 2000 (Act 2 of 2000);
- 1.72. **“Preferred Bidder”** – Bidder that is selected by the NGB based on criteria set out in this Request for Proposal that the NGB intends to award the bid subject to negotiations and agreed terms;
- 1.73. **“Provisional Contract”** – the contract which sets out the provisional terms and conditions of the services to be provided by the Successful Bidder regarding the supply, installation, commissioning, operation, management, and maintenance

of the NCEMS in relation to Limited Pay-Out Machines in the Republic South Africa, a copy of which is attached to this Request for Proposal as Annexure “C.” ;

- 1.74. **“Provincial Law”** – an Act of a provincial legislature concerning the regulation of casinos, gambling, racing, or wagering and includes subordinate legislation made in terms of such Act;
- 1.75. **“Provincial Licence”** – any licence issued by a Provincial Licensing Authority in terms of applicable provincial laws;
- 1.76. **“Provincial Licensing Authority” (PLA)** – a body established by provincial laws to regulate casinos, racing, gambling, or wagering;
- 1.77. **“PC”** – a personal computer and its accessories;
- 1.78. **“Person”** – as defined in section 1 of the NGA;
- 1.79. **“Regulations”** – the National Gambling Regulations of 2004;
- 1.80. **“Reserve Bidder”** – a Bidder with whom the NGB intends to conclude the Service Level Contract if the award to the Preferred Bidder is withdrawn. In the event that the contract is awarded to the Reserve Bidder, conditions of the RFP and conditions subsequent to the award that are applicable to the Preferred Bidder apply mutatis mutandis to the Reserve Bidder;
- 1.81. **“RSA”** – the Republic of South Africa;
- 1.82. **“Route Operator” (“RO”)** – a person who is licensed as such in terms of applicable Provincial Laws contemplated in section 18 of the NGA, and who is licensed to own, operate, and maintain Limited Pay-Out Machines, and is responsible for effecting the collection of money and paying the provincial taxes and levies in respect of those Limited Pay-Out Machines under its license;
- 1.83. **“RFP”** – this Request for Proposal for the supply, installation, commissioning, operation, management, and maintenance of a NCEMS for LPMs in the Republic of South Africa and Collection of Related Monitoring Fees issued by the NGB on 12 April 2024 and the annexures thereto;
- 1.84. **“SABS”** – the South African Bureau of Standards, established in terms of section 3 of the Standards Act, 2008 (Act 8 of 2008);
- 1.85. **“SANAS”** – South African National Accreditation System;
- 1.86. **“SARS”** – the South African Revenue Services;

- 1.87. **“SCC”** – the special conditions of contract – Provisional Service Level Contract, being the agreement which will be entered into between the NGB and the Successful Bidder and which will govern the relationship between the parties and set out the terms and conditions of the services to be provided by the Successful Bidder regarding the operation the NCEMS;
- 1.88. **“Service Level Contract”** – the contract which sets out the terms and conditions of the services to be provided by the Successful Bidder regarding the supply, installation, commissioning, operation, management, and maintenance of the NCEMS in relation to Limited Pay-Out Machines in the Republic South Africa;
- 1.89. **“Service Provider”** – the person to whom the Bid has been awarded for the supply, installation, commissioning, operation, management, and maintenance of the NCEMS and who enters into the contract with the NGB and bears the corresponding meaning of Successful Bidder;
- 1.90. **“Significant Shareholder”** – a party capable of exerting Control or significant influence over a Bidder (including a party that holds an ownership interest of 5% or more in a Bidder);
- 1.91. **“Site”** – premises licensed in terms of applicable Provincial Law for the placement of one or more Limited Pay-Out Machines contemplated in section 18 of the NGA;
- 1.92. **“Site Data Logger” (SDL)** – the industrial computer and all peripheral devices connected to the gaming machines on a single Site to monitor, record and transmit all prescribed data and where it does not affect the outcome of a gambling, or gaming activity it shall not be construed as a gambling or gaming device;
- 1.93. **“Site Operator” (SO)** – a person who is licensed to operate a Site in terms of applicable Provincial Laws and who is licensed to keep Limited Pay-Out Machines owned by a RO on its premises and to make them available to be played by members of the public as further contemplated in terms of section 18 of the NGA;
- 1.94. **“SMME”** – Small-Medium and Micro Enterprise firm or distinct business entity as defined in the National Small Business Act, 2003 (Act 26 of 2003);
- 1.95. **“Successful Bidder”** – the Bidder to whom the contract for the supply, installation, commissioning, operation, management, and maintenance of the

NCEMS is awarded pursuant to this RFP process who is not disqualified to hold a license in terms of section 50 of the National Gambling Act, 2004 (Act 7 of 2004);

- 1.96. **“Standards Act”** – the Standards Act, 2008 (Act 8 of 2008);
- 1.97. **“Technical Partner”** – means a person for the purpose of combining their specialised expertise, property, capital, skill, and knowledge who participates in a joint venture, consortium, and or partners with a juristic person which is incorporated under the Companies Act;
- 1.98. **“the dtic”**- the Department of Trade, Industry and Competition;
- 1.99. **“Turnkey solution”** – a type of system where the Successful Bidder undertakes the entire responsibility from design through completion and commissioning which the NGB can readily implement taking into account the current LPM industry constraints as a complete product and service as contemplated in this RFP;
- 1.100. **“VAT”** – Value Added Tax as defined in the Value Added Tax Act, 1991 (Act 89 of 1991);
- 1.101. **“Verification Certificate”** – a valid verification certificate as required based on legislation or other legal requirements conforming to certain legislative requirements in terms of content;
- 1.102. **“WAN”** – wide area network.

INTERPRETATION

- 1.103. Any reference to:
 - 1.103.1. The singular shall include the plural and vice versa;
 - 1.103.2. Any gender shall include the other genders;
 - 1.103.3. Natural persons shall include juristic persons and vice versa.
- 1.104. Any reference to an enactment is to that enactment as at the date of signing hereof and as amended or re-enacted from time to time.
- 1.105. The headings of clauses in this RFP are for reference purposes only and shall not be taken into account in construing the contents hereof.
- 1.106. If any word or phrase is defined in any clause hereunder, that word or phrase shall bear the same meaning throughout the remainder of this RFP.

- 1.107. If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the RFP.
- 1.108. When any number of days is prescribed in this RFP, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.109. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.110. Where any term is defined within the context of a particular clause in this RFP, it shall bear the meaning ascribed to it for all purposes in terms of this RFP, notwithstanding that that term has not been defined in this interpretation clause.
- 1.111. The following documents are Annexures to this RFP and form an integral part thereof:

Table 1: List of Annexures

ANNEXURES	
DESCRIPTION	
Annexure A:	Standard Bidding Documents and Form 6.2
Annexure B:	General Conditions of Contract
Annexure C:	Special Conditions of Contract (SCC) – Provisional Service Level Contract
Annexure D:	Technical Evaluations Guidelines
Annexure E:	Certificate of Attendance
Annexure F:	Certificate of Acquaintance with the RFP

2. SUB-SECTION 2: INDICATIVE TIMETABLE

The indicative project timetable below specifies the overall period and significant milestones for this RFP. The NGB reserves the right to amend the timetable from time to time, if required, by notice on its website.

Table 2: Schedule of important dates

DATE	ACTIVITY OR EVENT
12 April 2024	Publish RFP in printed and electronic media
12 April 2024	RFP available for purchase subject to the payment of the R100,000.00 RFP Bid Application Fee
26 April 2024	RFP compulsory briefing session at 10h00 Central African Time
06 May 2024	Closing date for questions after the briefing session
16 July 2024	Submission of Bids closes at 11h00 Central African Time
10 December 2024	Announcement of the Successful Bidder by the NGB
15 January 2025	Commencement of transition and handover period from the Current NCEMS Operator to the New NCEMS Operator
20 December 2025	New NCEMS Operator commences operation of the NCEMS

3. SUB-SECTION 3: GENERAL INFORMATION FOR BIDDERS

3.1 Introduction

3.1.1 The indicative timetable in Sub-section 2 sets out important stages in the Bidding process and the steps required to appoint the Successful Bidder as NCEMS Operator.

3.1.2 The NGB reserves the right to change the timetable.

3.2 Background

3.2.1 The NGB is obliged by section 27 of the NGA read with regulation 14 of the National Gambling Regulations to supply, install, commission, operate, manage and maintain a National Central Electronic Monitoring System (“NCEMS”) which is capable of detecting and monitoring significant events associated with any Limited Pay-Out Machine (LPM) that is made for play in the Republic and analysing and reporting data according to the requirements of the standards determined in respect of the NCEMS, in terms of the Standards Act, 2008 as well as requirements of sections 21 to 26 of the NGA.

3.2.2 The NCEMS enables the NGB to fulfil its oversight responsibility over the PLAs in terms of section 65 of the NGA, maintain the national register in terms of section 21 of the NGA, monitor and evaluate the PLAs compliance with the NGA and enables the NGB to assist the PLAs to detect and suppress unlawful gambling and unlicensed gambling activities.

3.2.3 The scope of the NCEMS project is to outsource the supply, installation, commissioning, and operation of the NCEMS and related specified and ancillary services required for its functioning. The specifications of the NCEMS are designed in line with the statutory

requirements and therefore this clause must be read with sections 21 – 26 and 27(2) of the NGA as well the Regulations and the LPM Regulations.

3.2.4 There will be a transition of the NCEMS from the current Service Provider to a new Service Provider. The Successful Bidder will be required to submit an implementation plan thirty (30) days after entering into the final contract with the NGB. Six (6) months prior to the end of the contract there will be a transition⁹; therefore the Successful Bidder must include a transition plan in the Bidders' proposal.

3.2.5 Regulation 2(1) of the LPM Regulations provides for a maximum of fifty thousand (50,000) LPMs which are distributed throughout the RSA, with a distribution between urban and rural areas.

3.2.6 In terms of Regulation 3(1) of the LPM Regulations, the maximum number of LPMs which may be allowed by a PLA to be operated on a single Site is five (5), which number may be increased on application to the NGB to not more than forty (40) LPMs per Site.

3.2.7 In terms of Regulation 2(2) of the LPM Regulations, the allocation of LPMs per province is as follows in Table 3 below:

Table 3: LPM allocation per province (Regulation 2.2 of the LPM Regulations of 2000)

PROVINCE	NUMBER OF LPMs
Eastern Cape	6 000
Free State	4 000
Gauteng	10 000
Kwa-Zulu Natal	9 000

⁹ The NGB reserves the right to amend the timeframes associated with the transition period.

PROVINCE	NUMBER OF LPMs
Mpumalanga	4 000
Northern Cape	2 000
Limpopo	3 000
North West	3 000
Western Cape	9 000

3.2.8 The NCEMS Operator shall hold a National License issued in terms of Chapter 3 Part B of the National Gambling Act, 2004 and will apply throughout the Republic. The National License will authorise the NCEMS Operator to conduct, engage in or make available the licensed activities at any place within the Republic.

3.2.9 The NCEMS Operator shall apply and be licensed only by the PLAs whom exercises jurisdiction in which the NCEMS Operator is ordinarily resident and conducts its principal place of business.

3.2.10 In terms of section 27(2) of the NGA, the NGB may contract with any person who is not disqualified to hold a license in terms of section 50 of the NGA, to supply any or all of the products or services required to fulfil its obligations of establishing and maintaining the NCEMS.

3.2.11 The NGB thereof, has decided to carry out the Bidding process for the supply, installation, commissioning, operation, management and maintenance of the NCEMS in the RSA as services performed on behalf of the NGB with specifications set out in this RFP.

3.3 **Objective**

3.3.1 The objective of the RFP is to submit proposals for the supply, installation, commissioning, operation, management, and maintenance of the NCEMS, including the collection of monitoring

fees¹⁰ on behalf of the NGB. The specifications of the NCEMS are designed in line with the statutory requirements and therefore this clause must be read with Section 27, 21 to 23, and 26 of the NGA, the Regulations as well as the LPM Regulations.

3.3.2 In terms of section 27(2) of the NGA, the NGB may contract with any person (including a partnership, association, or juristic person established by or in terms of South African law) who is not disqualified to hold a license in terms of section 50 of the NGA, to supply any or all of the products or services required to fulfil its obligations of supplying, installing, commissioning, operating, managing and maintaining a NCEMS.

3.3.3 In terms of section 11(3) of the Companies Act, 2008 the NCEMS Operator shall be required to be “Ring Fenced” (RF) and use “(RF)” as part of its name. The NCEMS Operator shall incorporate into or amend its Memorandum of Incorporation to reflect a restrictive condition therein as contemplated in section 15(2)(b) and (c) of the Companies Act as follows:

3.3.3.1 the NCEMS Operator is to only conduct business which comprises the rendering of the Services and which restrictive condition may not be amended or deleted, unless the prior written approval of the NGB has been obtained, which restrictive condition or amendment must be registered with the Companies and Intellectual Property Commission within sixty (60) Days following the bid submission.

3.3.4 Bidders shall provide the pricing for the supply, installation, commissioning, operation, management, and maintenance of the

¹⁰ The monitoring fee is calculated as a percentage of Gross Gaming Revenue (GGR) based on the prescribed sliding scale of LPMs Pay-Out as indicated in Table 4: LPM Monitoring Fees below.

NCEMS as well as for the collection of monitoring fees on behalf of the NGB which must be paid over periodically to the NGB.

3.4 **Scope**

3.4.1 A Bidder must propose a comprehensive turnkey solution comprising the necessary procurement, investment, infrastructure, management, operation and provide services for the NGB and run a nationwide network, database and communication system, including the collection of the monitoring fees on behalf of the NGB in terms of the requirements outlined in this RFP, the General Conditions of Contracts (GCC) and the Special Conditions of Contract (SCC) – Provisional Service Level Contract attached hereto and marked Annexure “B”, and “C” respectively.

3.5 **Specifications**

3.5.1 Bidders must take note that the NCEMS must be ready to be implemented in line with Table 4 below and when the contract with the current service provider terminates. Bidders are allowed to suggest alternative implementation dates, but the NGB reserves the right to select a Bidder who is able to meet the target implementation date.

3.5.2 A Bidder must propose a transition plan with an attached timeframe which accommodates the existing Site Data Logger (SDL) currently owned by Route Operators (ROs) / Site Operators (SOs) / Independent Site Operators (ISOs) and maintained, in some cases, by the current NCEMS Operator and, in addition, Bidders must propose a transition plan to replace the existing SDL over time at its own cost with the Bidder’s own SDLs, including the maintenance thereof.

3.5.3 Bidders must note that the appointment of a new NCEMS Operator shall in no way whatsoever negatively impact on agreements and/or

relationships with ROs, SOs, ISOs, manufacturers of LPMs and/or PLAs.

3.5.4 A Bidder must propose a secure connection between the SDL's and the connected LPMs in order to render it impossible for an illegitimate device to be installed between the SDL and the LPM without being detected.

3.5.5 A Bidder must propose an NCEMS which meets the following requirements:

3.5.5.1 **Detecting and monitoring** significant activities associated with any LPM that is made available for play in the Republic:

3.5.5.1.1 Obtaining accurate and timely information about the usage of any LPM and report thereon.

3.5.5.1.2 Remotely controlling, disabling and enabling LPMs, where the machine is faulty, has been tampered with or where a license has not been issued regarding such a machine.

3.5.5.1.3 Tracking the location of every LPM.

3.5.5.1.4 Detecting the unique serial number and registration number of each LPM and linking such a number to the name of a manufacturer or importer, the manufacturing date and the unique serial number assigned to that LPM.

3.5.5.1.5 Linking each LPM with the name of the registered owner, license number and/or any person who has leased such an LPM or any

person to whom such an LPM has been transferred.

3.5.5.1.6 Collecting data of the LPMs.

3.5.5.1.7 Identifying and recording the identity of the user of the LPM.

3.5.5.1.8 Detecting faults and unlawfully registered LPMs.

3.5.5.1.9 Detecting unlawful gambling activities and unlicensed LPMs.

3.5.5.1.10 Detecting exceptions where wins are above the prescribed limit.

3.5.5.2 **Analysing and producing reports** on the data in accordance with the prescribed requirements of the standards determined in respect of a NCEMS in terms of the Standards Act, 2008 read with section 27(1) of the NGA, which reports shall include *inter alia*:

3.5.5.2.1 Information on the number of LPMs in the Republic,

3.5.5.2.2 Usage of the LPMs, the total funds used for gambling on the LPMs, the location and number of all the LPMs,

3.5.5.2.3 The total number of LPMs that were disabled or enabled (indicating the reasons therefore) in a

particular period of time and all other details specified under this scope of the RFP.

3.5.5.2.4 Accurately reporting on the amount of funds used for gambling on the LPMs.

3.5.5.2.5 Counting and consolidating the total number of LPMs at a site, in the Province and in the Republic.

3.5.5.2.6 Verifying the prescribed specification of an LPM.

3.5.5.2.7 Transmitting NCEMS information on an on-going basis to the NGB, to all PLAs and to the licensed operators.

3.5.5.2.8 All reports produced must be compatible with Microsoft Office products.

3.5.5.3 Certification

3.5.5.3.1 Ensure that all SDLs and the NCEMS are certified in compliance with the applicable SANS 1718 standards.

3.5.5.3.2 Ensure compliance with the respective technical standard at all times, and should therefore indicate what migration strategies will be in place to provide for changes in the standards.

- 3.5.5.3.3 Describe the migration process to ensure the highest system and data integrity.
 - 3.5.5.3.4 Indicate realistic timelines in their implementation plan, for the certification of the NCEMS.
- 3.5.6 A NCEMS capable of being implemented in all provinces in the Republic.
- 3.5.7 A NCEMS capable of being updated or upgraded and must include *inter alia* hardware, software, communication methods as well as supporting systems for activities such as security and internal control, accounting, bureau and, in addition, other value-added services such as those described in this RFP.
- 3.5.8 The Successful Bidder must provide the following additional services related to the NCEMS:
 - 3.5.8.1 Training to designated staff of the NGB and PLAs.
 - 3.5.8.2 Skills Development and skills transfer to designated staff of the NGB and PLAs.
 - 3.5.8.3 Monitoring and control hardware (similar to SDLs).
 - 3.5.8.4 Capacity building and change management required for this project.
- 3.5.9 A Bidder must also familiarise themselves and comply with the requirements of the B-BBEE Code of Good Practice regarding training and skills transfer.

- 3.5.10 It is required that the NCEMS Operator will provide Core and Value-Added Services. Core services will be a Management Information System (MIS), Management and Monitoring System (MMS) and Bureau Services (if necessary).
- 3.5.11 A Bidder may also provide other Value-Added Services, for example LPM lifecycle management services but these will not be used for evaluation of Bids. The NGB, the PLAs and their Inspectorates will not be subject to charges for specified services rendered by the NCEMS Operator. Other system users such as ROs / ISOs will be charged for Value-Added Services on an agreed basis as determined between the NCEMS Operator and such entities.
- 3.5.12 Bidder`s must indicate the expected service fees over the duration of the contract, including the incremental increase year on year, which will be included in the Contract between the NGB and the NCEMS Operator.
- 3.5.13 The NGB will retain intellectual property of the NCEMS concept, while the NCEMS Operator retains ownership of the System infrastructure including software. The NCEMS system is exclusively for use by the NGB, PLAs, ROs, ISOs and SOs and should not be provided to other entities for use either locally or internationally.
- 3.5.14 In proposing to operate the NCEMS, a Bidder must take, *inter alia*, the following factors into consideration:
- 3.5.14.1 Supply, installation, commissioning, operation, management and maintenance of the NCEMS in a cost-effective manner on behalf of the NGB.
- 3.5.14.2 Provision of a total cost of services to be rendered.

- 3.5.14.3 Provision of a service fee to be paid to the NCEMS Operator for services rendered.
- 3.5.14.4 Provision of the specifications and scope of the RFP.
- 3.5.14.5 That there is value for money in the supply, installation, commissioning, operation, management and maintenance of the NCEMS and shall simultaneously guarantee the quality thereof.
- 3.5.14.6 Allowing the NGB and all PLAs direct, on-going and unhindered access to the NCEMS data.
- 3.5.14.7 Uniformity and consistency of technical frameworks in the transmission of data from the NCEMS to the NGB and the PLAs.
- 3.5.14.8 That all installed LPMs in the Republic must be electronically connected to the NCEMS.
- 3.5.14.9 Offering a seamless transition from the current to the new system and ensuring a continuous and an uninterrupted service as soon as the NCEMS is implemented.
- 3.5.14.10 Compliance with the NGA and other laws, all other applicable government policies, license requirements, legal, ethical and contractual requirements applicable to financial accounting, auditing, administration, management, security and internal control systems, delivered in accordance with global best practices.

3.6 **Payment for services rendered**

- 3.6.1 Bidders shall indicate on the appropriate Price Schedule the monthly, annual and total bid price of the services it proposes to supply over the duration of the contract. These prices must be broken down into core services and value-added services.
- 3.6.2 Bidders must demonstrate the method of calculation of their fees by using guidance from the number of LPM machines installed.
- 3.6.3 Bid prices shall be denominated in the Rand and shall be fixed for the Bid Validity Period.
- 3.6.4 All methods and assumptions used in the price determination must be clearly articulated on the bid document.
- 3.6.5 Bidders must exercise great care in preparing their calculations, since there is no opportunity to correct errors once the deadline for submission of Bids has passed. Prices must correspond to items on the scope and quality defined in the specifications as well as Technical Requirements.
- 3.6.6 Payment calculations must include at a minimum the following information:
- 3.6.6.1 Price per month, annually and total bid price for the duration of the contract.
 - 3.6.6.2 Frequency of payments (Take note that delivery to the NGB of collected monitoring fees must take place monthly, inclusive of interest generated).
 - 3.6.6.3 Basis of calculation.

3.6.6.4 Method of payment.

3.6.6.5 Assumptions set out in SBD 3.1

3.7 **Overview of the application process**

3.7.1 Each Bidder is required to submit their Bid by the Closing Date and Time, with no exceptions.

3.7.2 Each Bid must be prepared in accordance with the guidelines contained in this RFP. It shall describe the type of service that each Bidder intends to offer and provide full, detailed and honest responses to all information requested in this RFP, together with any additional information that may be required in terms of the RFP.

3.7.3 The terms of the RFP and those offered by the Successful Bidder shall form the basis of the final contract. Based on negotiations between the NGB and the Successful Bidder, modifications may be made to the SCC before it is concluded. The SLC will be concluded after announcing the Successful Bidder.

3.7.4 Each Bidder must be in a position to show by the date of the appointment as Service Provider, that the Service Provider's finances for their Bid are irrevocably committed and the Service Provider will be in a position to continue operations as a going concern into the foreseeable future.

3.7.5 Each Bidder will be asked to provide details with their Bid of any confirmation and clearances, permissions, and approvals necessary or appropriate, or the conditions that would need to be met before the contract may be concluded.

3.8 Overview of the evaluation process

3.8.1 The evaluation process is made up as follows:

3.8.1.1 **Phase 1** – Pre-Qualification: Administrative and Substantive Responsiveness

3.8.1.2 **Phase 2** – Functional evaluation in accordance with the functional requirements criteria

3.8.1.2.1 **Stage 1** – Technical Evaluation and Financial Viability Evaluation;

3.8.1.2.2 **Stage 2** – Presentations; and

3.8.1.2.3 **Stage 3** – Probity checks.

3.8.1.3 **Phase 3** – Price and specific goals evaluation in accordance with the Preferential Procurement Regulations, 2022.

3.8.1.4 **Phase 4** – Adjudication of Bids and Final Award.

3.8.2 Each phase or stage is evaluated separately, and Bidders who meet the criteria in the phase or stage as presented in the order above, will then proceed to the next phase or stage. Conversely, Bidders who fail to meet the criteria in the phase or stage will automatically be disqualified and not proceed to the next phase or stage.

3.9 Access to RFP documents

RFP documents will only be available to purchase from the NGB from 9 am on 12 April 2024 to 4pm on 25 April 2024 with no extension after the date and time.

- 3.9.1 All correspondence between the NGB and Bidders shall, subject to confidentiality undertakings, be conducted through the Procurement Practitioner at the contact details provided and shall be accessible to all Bidders.
- 3.9.2 Any matters of clarification may be posted on the NGB website at the sole and absolute discretion of the NGB.
- 3.9.3 The NGB also reserves the right not to respond to questions, if considered to be inappropriate.

3.10 **Compulsory briefing session**

- 3.10.1 A compulsory briefing session will be conducted by the NGB on 26 April 2024 at the NGB Offices.
- 3.10.2 Attendance for the full allotted time is required. Bidders must bear the cost associated with attendance at the briefing session, including but not limited to transport, accommodation etc.
- 3.10.3 A Certificate of Attendance and Certificate of Acquaintance with RFP Bid Document (Annexure E and F respectively) must be completed at the compulsory briefing session and thereafter be submitted as part of the Bid.
- 3.10.4 A Bidder must be represented by not more than three (3) individuals in the compulsory briefing session. Non-attendance at the compulsory briefing session will lead to disqualification of the Bidder from the bidding process.
- 3.10.5 The NGB reserves the right (at its sole discretion) to hold further briefing session(s) with the Bidders.

3.10.6 For the purposes of the briefing session a Bidder should clearly identify itself and be in attendance at the briefing session in terms of its legal formation as set out in clause 1.10 from which a Bidder is not permitted to detract from its legal formation for the purposes of submitting the Bid proposal.

3.11 **RFP Fees**

3.11.1 Each Bidder is required to pay the following non-refundable fees:

3.11.1.1 A **RFP Bid Fee** of **R100,000.00** (one hundred thousand rand) for the RFP, payment of which will entitle the potential Bidder to attend the compulsory briefing session held on 26 April 2024. This fee shall be paid by way of an EFT or direct deposit into the NGB bank account on or before 25 April 2024 and prior to obtaining the document with proof of payment provided to the NGB in advance for collecting the RFP. This fee is in respect of administrative costs associated with issuing the RFP.

3.11.1.2 A **Bid Submission Fee** of **R 1,400,000.00** (One million four hundred thousand rand) on submission of a Bid in terms of the RFP. This fee shall be paid by way of an EFT or direct deposit into the NGB bank account, on or before 15 July 2024. Bidders are required to present proof of payment to the NGB after effecting payment to rfp4ncems2@ngb.org.za. This fee is payable for the administrative costs associated with evaluating and adjudicating the Bids by various parties.

3.11.2 The Successful Bidder will be required to pay the following additional fees:

3.11.2.1 A Bidder is required to pay a **Performance Guarantee** if selected as successful. The Performance Guarantee is an amount which must be furnished by the Successful Bidder to ensure that the Successful Bidder will perform at the level stipulated in the signed final contract to cover for potential losses in revenue that may be incurred by the NGB due to non-performance by the Successful Bidder. Each Bidder will be required to provide the NGB with satisfactory proof that it has the ability to successfully furnish the Performance Guarantee to the value specified in this RFP.

3.12 **Payment for all fees**

3.12.1 Payment for all monitoring fee is to be deposited into the NGBs Bank Account:

Account Name : National Gambling Board

Bank : Standard Bank

Account No : 061-193-887

Branch Code : 011- 545 (Hatfield)

Account Type : Cheque

Reference : [Bidder's name to be inserted]

3.12.2 No cash or cheques will be accepted.

3.13 **Monitoring fees**

3.13.1.1 The NCEMS Operator will be required on a monthly basis to pay all monitoring fees collected from the ROs and ISOs to the NGB as set out in the SLC.

3.13.1.2 The NGB in turn will pay the Successful Bidder, in consideration for the rendering of the services under the SLC, a monthly fee (inclusive of VAT).

3.13.1.3 The Table below in terms of Schedule 2 of the Regulations prescribes how monitoring fees are calculated as a percentage of GGR based on a prescribed sliding scale.

Table 4: LPM Monitoring Fees

NCEMS Monitoring Fees (based on Gross Gaming Revenue (GGR))	
Number of Machine	% GGR
Up to 15000 Installed Limited Pay-Out Machines	6%
Up to 20000 Installed Limited Pay-Out Machines	5.61%
Up to 25000 Installed Limited Pay-Out Machines	5.21%
Up to 35000 Installed Limited Pay-Out Machines	4.42%
Up to 42000 Installed Limited Pay-Out Machines	3.87%
More than 42000 Installed Limited Pay-Out Machines	3.24%

3.14 **Guiding Principles**

In operating the NCEMS, the Successful Bidder must take the following factors into consideration:

3.14.1 The Successful Bidder must supply, install, commission, operate, manage and maintain the NCEMS in a cost effective manner on behalf of the NGB.

3.14.2 The NCEMS will be the property of the NGB and shall remain under the control of the NGB.

3.14.3 The Bidder's proposal must include a total cost for services to be rendered by the Successful Bidder in terms of this RFP.

3.14.4 The Successful Bidder must provide the specified services to the NGB and the NGB shall pay for those services as agreed in the SLC.

- 3.14.5 The Successful Bidder must ensure that there is value for money in the supply, installation, commissioning, operation, management and maintenance of the NCEMS and must guarantee the quality thereof.
- 3.14.6 The Successful Bidder must allow the NGB and all PLAs direct, ongoing and unhindered access to all the data captured on the NCEMS.
- 3.14.7 There must be uniformity and consistency of technical frameworks in the transmission of data from the NCEMS to the NGB and the PLAs.
- 3.14.8 All licensed LPMs in the RSA must be electronically connected to the NCEMS.
- 3.14.9 The Successful Bidder must continue to offer continuous and an uninterrupted service as soon as the NCEMS is launched and ensure a smooth transition.
- 3.14.10 The change from one NCEMS location to the next or switching from one system to another (when necessary) must occur without interruption of service.
- 3.14.11 The Successful Bidder must comply with the NGA, all other applicable Government policies, license requirements, legal and contractual requirements applicable to financial accounting, auditing, administration, management, security and internal control systems.

3.15 **Propriety and Integrity**

- 3.15.1 The Successful Bidder will ensure that the NCEMS is operated with propriety and integrity, which would include stringent accounting, administrative, security and internal control systems. Particular attention will be placed on revenue and data collection, provincial and

national reporting and monitoring and control of operating costs, hardware and technical systems.

3.15.2 The Service Provider must ensure that its organisation is appropriately structured, funded and managed and has the necessary qualifications and experience to undertake the NCEMS project.

3.15.3 As part of its regulatory and compliance activities, the NGB will undertake regular reviews of the NCEMS operations, an annual technical system audit and additional services in consultation with the PLAs where it deems necessary.

3.16 **Local content**

3.16.1 The NGB requires that the Successful Bidder adapts and develops the NCEMS to make it more appropriate to the South African market.

3.16.2 As part of the process, the NGB also requires that the Successful Bidder achieves an optimal level of local participation, boosts local economic participation by local suppliers and embraces the requirements of Broad-based Black Economic Empowerment (B-BBEE).

3.16.3 Bidders must demonstrate that by establishing the NCEMS they will strengthen the infrastructure and economic benefits within the South African economy, provide job creation and sustainable SMME development through their commitment that all components of the NCEMS are manufactured in the RSA, and ensure that the NCEMS is approved by SABS in terms of SATS 1286:2011, as well as indicate how they will support local industrialisation and development, particularly the National Development Plan, 2023 (NDP).

3.17 **Use of Modern Systems and Technology**

3.17.1 Bidders must include with their response a documented strategy that demonstrates their ability to keep NCEMS in line with all relevant, new technological developments and its continued existence in the modern technological environment.

3.17.2 The Successful Bidder must provide established and tested systems as well as modern technology in order to ensure effective, efficient, economical and reliable service to users of the NCEMS.

3.18 **Broad-Based Black Economic Empowerment**

3.18.1 The NGB fully endorses and supports the government's B-BBEE Programme.

3.18.2 The NGB encourages local business enterprises to contribute meaningfully to B-BBEE initiatives. Each Bidder should demonstrate this as part of their RFP response.

3.18.3 Bidders are required to demonstrate:

3.18.3.1 how they will maximise the opportunity for the advancement and economic empowerment of the previously disadvantaged individuals;

3.18.3.2 their commitment to training, skills development and skills transfer by producing a comprehensive plan that includes training, skills development and skills transfer programmes; and

3.18.3.3 how they will provide opportunities for the South African community in line with NDP.

3.19 Specific Goals

- 3.19.1 Specific goals, as stipulated in Section 2(1)(d)(i), of the Preferential Procurement Regulations 2022, may include persons or categories of persons previously disadvantaged by unfair discrimination on the basis of race, gender, or disability.
- 3.19.2 The goals in Section 2(1)(d)(i), targeted by the NGB are broken down in the following:
- 3.19.2.1 Contracting with persons or categories of persons historically disadvantaged on the basis of **race** (black people);
 - 3.19.2.2 Contracting with persons or categories of persons historically disadvantaged on the basis of **gender** (women);
 - 3.19.2.3 Contracting with persons or categories of persons historically disadvantaged on the basis of **disability** (persons living with disabilities).
- 3.19.3 The NGB will accordingly allow a “preference”, in accordance with the 90/10 preferential procurement system (Preferential Procurement Policy Framework Act, 2000), to Bidders who provide evidence in support of specific goals.
- 3.19.4 Bidders will thus be allocated 10 points based on the specific goals. All Bidders claiming specific goal points must submit proof / documentation to this effect as fully set out in sub-section 9.

3.20 **Regulatory Compliance**

As part of the regulatory and compliance activities, the NGB will undertake regular reviews of the key activities, systems and procedures relating to the NCEMS to ensure that the operation thereof conforms to the required standards and is free from error, fraud and corruption.

3.21 **Player Protection**

3.21.1 The NCEMS has evolved over the contract period with the current Service Provider and the NGB continues to strive to enhance the protection of members of the public who participate in any licensed gambling activities.

3.21.2 In striving to achieve these objectives, the NGB is aware of the negative social effects such as addiction and underage play, and the Successful Bidder shall at all times be strictly compliant with the Government's policy on play and social responsibility.

3.21.3 The provision of information and data relating to players will be essential and should cover analysing and reporting of data to the NGB to ensure that minors do not engage in gambling activities.

3.22 **Persons prohibited from Bidding**

3.22.1 Persons prohibited from bidding, including their immediate family members, are as follows:

3.22.1.1 Staff and/or Accounting Authority/Board members and/or Councillors of:

- 3.22.1.1.1 The NGB, including those who have been in the employ and/or on the Board of the NGB for the past five (5) years
 - 3.22.1.1.2 PLAs
 - 3.22.1.1.3 Government departments
 - 3.22.1.1.4 Public Entities
 - 3.22.1.1.5 Municipalities
 - 3.22.1.1.6 Constitutional Institutions
 - 3.22.1.1.7 Institutions where government holds a majority shareholding
- 3.22.1.2 Members of Parliament
- 3.22.1.3 Members of Cabinet
- 3.22.1.4 Office Bearers
- 3.22.1.5 Political Office Bearers
- 3.22.1.6 Service providers including:
- 3.22.1.6.1 internal or external auditors or their advisors for the NGB;
 - 3.22.1.6.2 consultants who provide or provided services to the NGB with respect to the management of the NCEMS RFP Project; and
 - 3.22.1.6.3 those who have or have had a direct or indirect financial interest in the NCEMS RFP Project or any other service related to the NCEMS RFP Project.

3.22.1.7 Bidders who are listed and who remain listed as restricted service providers/suppliers on the National Treasury Database from conducting business with the State.

3.22.1.8 Bidders who are prevented by any law including the competition laws, contractual agreement, general or specific government policy to conducting business with government, or the NGB.

3.23 **Telecommunications**

Bidders must liaise with licensed telecommunications service providers with regard to telecommunications planning, design and implementation requirements in accordance with the applicable legislation.

3.24 **Proposed NCEMS Relationships**

3.24.1 A Governance structure consisting of the following components must be established:

3.24.1.1 Accounting Authority of the NGB: Approves deviations, is responsible for decision making and serves as a Dispute Resolution Body for all governance structures.

3.24.1.2 Transitional Committee: A committee consisting of the NGB the current NCEMS Operator and the next NCEMS Operator.

3.24.1.3 The NCEMS Contract Management Committee: A committee consisting of the NGB and the NCEMS Operator.

- 3.24.1.4 The NCEMS Management Committee: A committee consisting of the NGB, the NCEMS Operator and PLAs.
- 3.24.1.5 The NCEMS Operations and Change Management Committee: A committee consisting of the NGB, NCEMS Operator and no more than three (3) representatives from each PLA.
- 3.24.1.6 Stakeholders are made up of, *inter alia*, the following:
- 3.24.1.6.1 The Government represented by the Minister of Trade, Industry and Competition.
 - 3.24.1.6.2 Provincial Government represented by the MECs.
 - 3.24.1.6.3 PLAs.
 - 3.24.1.6.4 LPM manufacturers.
 - 3.24.1.6.5 ROs and ISOs.
 - 3.24.1.6.6 South African Revenue Services (SARS).
 - 3.24.1.6.7 South African Bureau of Standards (SABS).
 - 3.24.1.6.8 Testing Laboratories.
 - 3.24.1.6.9 State Security Agency (SSA).
 - 3.24.1.6.10 Gambling Industry Forums.
 - 3.24.1.6.11 National Regulator for Compulsory Specifications (NRCS)
- 3.24.1.7 The roles and functions of the governance structures are outlined in the NCEMS Provisional Service Level Contract (Annexure C).

3.25 **Issuing Office**

This RFP is issued by the:

National Gambling Board
1085 Francis Baard Street
Hatfield
Pretoria
0028

Contact Office : The Procurement Practitioner

Telephone : 0100033475

Email : rfp4ncems2@ngb.org.za

Website : www.ngb.org.za

3.26 **Communications Protocol**

3.26.1 Overview

3.26.1.1 All communication between the Bidder and the NGB regarding clarification of the Bid, shall take place only via the Procurement Practitioner.

3.26.1.2 The NGB, reserve the right not to furnish information or answer any question relating to the RFP.

3.26.1.3 Bidders are advised that should any attempt be made by a Bidder, either directly or indirectly, to canvass any officer or employee of the NGB, advisers and/or officials of **the dtic**, to influence the appointment of the Service Provider, the Bidder and its Bid shall be disqualified from any further participation in the RFP process.

3.26.1.4 Bidders, their employees or any stakeholders of Bidders are strictly limited to the form of communication described above with, the NGB, their employees and its Advisors. Any attempt to communicate, regarding this RFP, other

than as prescribed above or to otherwise obtain information outside this process could lead to the disqualification of Bid. This does not apply to the presentations, site visits or requests for further information as contemplated in this RFP.

3.26.1.5 Bidders are requested to refrain from any media contact, the issuing of press releases or distribution of other promotional material, and/or the staging of promotional events, from the Closing Date up to the date the NGB announces the Successful Bidder.

3.26.1.6 The NGB may disqualify Bidders and their Bids where Bidders behave in a manner that disregards the application of the above mentioned conditions.

3.26.1.7 Communication after the Compulsory Briefing Session:

3.26.1.7.1 After the compulsory briefing session, Bidders may only communicate with the NGB through the Procurement Practitioner.

3.26.1.7.2 Bidders are prohibited from lobbying the employees of the NGB, employees of **the dtic**, the PLAs, and service providers currently serving the NGB.

3.27 **Corrupt Practices**

3.27.1 Bidders must conform to the standards of conduct set forth in the Prevention and Combating of Corrupt Activities Act, 2004 and particularly to Sections 3, 4, 12 and 13 thereof which amongst others

regulate conduct during procuring of services from Government including the obligation of all Entities, including the NGB, to:

- 3.27.1.1 be impartial;
- 3.27.1.2 ensure competitive access to procurement by suppliers;
- 3.27.1.3 act in the public interest;
- 3.27.1.4 avoid conflict of interest;
- 3.27.1.5 avoid corrupt and fraudulent activities;
- 3.27.1.6 maintain confidentiality of information;
- 3.27.1.7 declare assets; and
- 3.27.1.8 maintain the highest standard of ethics.

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4. SUB-SECTION 4: LEGAL AND INSTITUTIONAL FRAMEWORK

4.1 Governing Legislation

The NGA, Regulations and LPM Regulations will govern the legal framework in respect of the NCEMS.

4.2 NCEMS Contract Arrangements

To ensure a complete understanding of the institutional framework and the prospective contractual terms, Bidders must refer to the GCC, SCC-NCEMS Provisional Service Level Contract attached hereto and marked as annexure "B" and "C" respectively.

4.3 Duration of the NCEMS Contract

4.3.1 The NCEMS contract shall be for the duration of eight (8) years.

4.3.2 The Service Provider shall have no rights or legitimate expectations with respect to an extension or renewal of the final contract.

4.4 Penalties

4.4.1 Penalties for non-performance are set out in the GCC and NCEMS Provisional Service Level Contract.

4.5 Applicable Law

4.5.1 This RFP is governed and shall be interpreted in accordance with South African Law.

4.6 **Request for Clearances, Releases and Approvals**

4.6.1 Bidders are required to satisfy the NGBs requests for clearances including tax clearance, releases, approvals or other conditions that need to be achieved or satisfied, before the SLC can be concluded.

4.7 **Additional Information**

4.7.1 Any additional information requested shall be made available to the NGB within the time frame as specified.

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5. **SUB-SECTION 5: DISCLAIMERS**

5.1 **General Disclaimer**

5.1.1 The NGB reserves the right to:

5.1.1.1 modify the RFP requirements and request Bidders to re-apply or submit amendments to the RFP in respect of any changes. Any modifications/amendments to the RFP will be published on the NGBs website. Further, the said modifications/amendments will be communicated to all the Bidders that have purchased the RFP.

5.1.1.2 reject any Bid which does not conform to instructions and specifications which are detailed in the RFP or any subsequent amendments to the RFP.

5.1.1.3 disqualify Bids submitted after the stated closing time and closing Date for the submission of Bids.

5.1.2 All information contained in this RFP has been prepared in good faith. Neither the NGB nor their respective Advisors in respect of this RFP, employees, members, officers, committee members, agents, consultants and/or affiliates, undertake to anyone whomsoever on any basis whatsoever regarding the completeness or accuracy of the information contained in this RFP and the information is utilised at the sole risk of the Bidder.

5.1.3 No representation, warranty or undertaking, express or implied is or will be made in relation to the accuracy, adequacy and completeness of this RFP and no reliance may be placed on any information contained within this RFP by any person.

- 5.1.4 Neither the NGB nor their respective Advisors in respect of this RFP, nor their respective employees, members, officers, committee members, agents, consultants and/or affiliates accept any liability whatsoever arising in respect of any error or misstatement in or omission from this RFP.
- 5.1.5 No information whatsoever contained in this RFP forms (nor should be understood as forming) the basis for any warranty, representation or term of any agreement/contract by the NGB or its Advisors, with any third party whomsoever.
- 5.1.6 This RFP is not intended to (and does not) constitute the giving of investment advice by the NGB nor their Advisors, employees, nor their respective members, officers, committee members, agents and/or affiliates nor should it be used as the basis for any investment decision, and each recipient, reader and/or user of this RFP must make their own independent analysis of this RFP and of its contents, make its own independent investigations regarding the information contained in the RFP and obtain its own independent advice, as may be needed.
- 5.1.7 For purposes of this RFP, the Advisors are acting exclusively as Advisors to the NGB and shall not be responsible to anyone other than the NGB in respect of any work conducted by them in connection with this RFP.
- 5.1.8 All Bids, responses, proposals and/or submissions relating to this RFP are made at the Bidder's own risk and each Bidder to whom this RFP is made available or who responds to this RFP agrees to and accepts the terms set out in this Disclaimer to the RFP.
- 5.1.9 It is the duty of every Bidder to establish, at its own cost, the legal requirements and implications of the NGA, Regulations, LPM Regulation, the Standards Act, the RFP, the GCC and the SCC.

5.1.10 The information contained in this RFP, whether verbally or in writing on behalf of the NGB, is for the purpose of assisting the Bidders to comply with the bid and do not purport to contain all the information that each individual Bidder may require.

5.1.11 The statements, diagrams or descriptions given in this RFP, do not constitute an exhaustive account of the legal and government policy requirements and must not be regarded as a complete or authoritative statements of the law.

5.2 **Right to Cancel or Amend the RFP**

5.2.1 The NGB reserves the right to terminate the procurement process commenced pursuant to the issue of this RFP without prior notice, to change the basis, the procedures and the timeframe for the RFP or to reject any or all of the Bids received and to terminate discussions with any or all Bidders at any time. Nothing contained in this RFP should be understood or interpreted as constituting a binding commitment by the NGB to award the Contract to any Bidder.

5.2.2 The NGB reserves the right to cancel or amend this RFP, or restructure the RFP timeframes.

5.3 **Right Not to Award the RFP and Conclude the SLC**

5.3.1 The NGB is under no obligation whatsoever, following the issue of this RFP, to appoint a NCEMS Operator, whether before or after the Bid, evaluation and/or adjudication process.

5.3.2 The NGB reserves the right to:

5.3.2.1 not necessarily accept the Bid with the highest score.

- 5.3.2.2 reject all Bids, if it so decides.
 - 5.3.2.3 withdraw the RFP on good cause shown.
 - 5.3.2.4 appoint a NCEMS Operator at any time after the RFPs Closing Date.
 - 5.3.2.5 make no appointment of a NCEMS Operator.
 - 5.3.2.6 accept the whole or part of any proposal.
 - 5.3.2.7 reject any or all proposals if, in its opinion, they do not adequately satisfy the necessary requirements. The NGB may subsequently re-issue another RFP.
- 5.3.3 In addition, the NGB reserves the right to exclude any Bidder from the RFP process who has been found guilty of a serious breach of law during the preceding ten (10) years, in the RSA or any other jurisdiction, calculated from the closing date for submissions, including but not limited to breaches of the Competition Act, (Act 89 of 1998). Bidders are required to indicate whether or not they have been found guilty of a serious breach of law or whether they have been convicted of any crime whether in the RSA or any other jurisdiction.
- 5.3.4 This RFP contains the key indicative commercial, technical and legal terms on which the NGB proposes to appoint a NCEMS Operator as contemplated in this RFP. The decision shall be taken by the NGB to award the Contract to a Bidder through its internal processes and governance structures. Any commitment from the NGB is subject to and will only be completed upon the signing of the SLC between the parties (substantially in accordance with the NGA, the Regulations, LPM Regulations and the terms of the SCC).

5.4 **Probity**

- 5.4.1 Bidders who pass Stage 2 of Phase 2 of the Functional Evaluation Process, will be subjected to a probity investigation.
- 5.4.2 Bidders are obligated to avail themselves and co-operate with the NGB and or its advisors with respect to probity investigation.
- 5.4.3 All costs associated with the probity investigation will be borne by the NGB.
- 5.4.4 Probity is a condition precedent in order for a Bidder to proceed to phase three (3) of the bidding process. Bidders who fall within the category of disqualified persons listed in section 50 of the NGA will be excluded.
- 5.4.5 Failure by a Bidder to avail itself for probity will result in the Bidders disqualification from the bidding process.

5.5 **Possibility of Changes in Legislation**

Bidders must be aware that all national legislation governing the NCEMS as may be referred to in this RFP is subject to change. The NGB does not take any responsibility whatsoever for such changes or any other external factors that may affect the NCEMS. The NGB may seek, or be required, to modify the conditions of the SLC relating to the operation of the NCEMS in response to such legislative or other changes where they, in their sole and absolute discretion, are of the opinion that such changes would be consistent with their statutory duties.

5.6 **No Guarantee or Expectation as to the Profitability of the NCEMS**

- 5.6.1 It is the responsibility of each Bidder to satisfy itself that the NCEMS may be operated on a commercial and profitable basis.

5.6.2 No guarantee or expectation as to the profitability or otherwise of the NCEMS is provided.

5.7 **Disclaimer in Relation to Acceptance or Approval**

5.7.1 The acceptance or approval by the NGB of any system, functional specification or equipment, is no warranty as to their quality, fitness for purpose, technical capability and suitability to operate the NCEMS.

5.7.2 Neither the NGB nor the Advisors accept any liability for any loss or damage, howsoever caused, suffered by any person in placing reliance on such acceptance or approval, whether or not resulting from any negligent or wrongful act or omission by or on behalf of any of the persons.

5.8 **Intellectual property rights in RFP**

5.8.1 All intellectual property rights in this RFP document, and the information contained or referred to in it, remain the property of the NGB and no Bidder shall obtain any right, title or interest therein. This RFP document, including all its annexures, may not, under any circumstances whatsoever, be reproduced, copied or stored in any medium, in whole or in part, without the prior written approval of the NGB, other than as strictly required for the preparation of a Bid in respect of this RFP or other than as strictly required by the Advisors.

5.8.2 All Bids received by the NGB shall immediately upon receipt by the NGB become the property of the NGB. Each Bidder, by its response to this RFP, grants to the NGB the right to use, copy or modify Bids in terms of this RFP for any purposes in connection with the fulfilment of the NGB's statutory duties.

5.9 **Evaluation and Adjudication Process**

- 5.9.1 Notwithstanding any provisions to the contrary that may be contained in this RFP, the evaluation process will at all times be conducted in terms of the NGA and any other applicable laws of the RSA. Any terms or concepts referred to in this RFP that are not defined shall bear the meaning ascribed to such terms or phrases in the NGA.
- 5.9.2 The process leading to the conclusion of the NCEMS contract to supply, install, commission, operate, manage and maintain the NCEMS has been approached with the intention of ensuring that fair, transparent, equitable and reasonable circumstances and opportunities for competitive bidding are created.
- 5.9.3 The process of evaluation and adjudication will result in, amongst others, an evaluation of viability, sustainability, technical capability, financial viability, resources, experience and the capability of the Successful Bidder. The processes may include Advisors and Quality Assurers.
- 5.9.4 Quality Assurers will be appointed to conduct a review of the evaluation and adjudication processes to ensure that all criteria were applied consistently and impartially to all Bidders.
- 5.9.5 The NGB will make a final decision to appoint the Successful Bidder as the NCEMS Operator.
- 5.9.6 Thereafter, the final terms of the SLC will be negotiated by the NGB with the Successful Bidder, with specific terms and conditions agreed upon by both parties within the parameters of the RFP.
- 5.9.7 The NGB reserves the right to only announce the identity of the Successful Bidder. If for any reason the Preferred Bidder does not

comply with the conditions subsequent to the award, the NGB reserves the right to negotiate with and appoint a qualifying Reserve Bidder.

5.10 **Disclosure of information**

5.10.1 Bidders are made aware of the fact that the NGB is subject to Promotion of Access to Information Act, 2000 (PAIA) and may therefore be obliged by law to disclose any information in its possession in response to a request for information brought in terms of the PAIA, subject to any relevant exemptions. Furthermore, Bidders are advised and hereby consent to the fact that the NGB may be required to disclose to Parliament or to a court of law and/or any regulatory body (whether in the course of legal or other proceedings) certain information and/or documents relating to the RFP process, Bids received in response to the RFP and/or any statutory functions of its employees.

5.10.2 The processing of personal information, in terms of this RFP, is subject to the Protection of Personal Information Act, 2013. All bidders, including their personnel (as data subjects), hereby consent to the processing of personal information for the completion of the tender process and confirms that:

5.10.2.1 the personal information is supplied voluntarily, without undue influence from any party and not under any duress;

5.10.2.2 the personal information which is supplied herewith is mandatory for the purposes of this Bid process and without such personal information, the NGB would not be able to evaluate the Bid proposal;

5.10.2.3 the Bidder is aware of the right to access personal information at any reasonable time for purposes of rectification thereof.

5.11 **Dispute resolution**

- 5.11.1 Any disputes arising in relation to this RFP, the evaluation and/or the adjudication of the RFP or any other matter stemming from the RFP shall be adjudicated in terms of South African law, which law shall be the law governing the RFP, and any disputes arising shall be resolved via an arbitration process conducted by an independent arbitrator provided that nothing in this RFP shall preclude any party from seeking urgent interim relief from any South African court.
- 5.11.2 The arbitrator (including the arbitrators on the appeal panel, if any) shall be appointed by the NGB and the arbitrator presiding over the arbitration shall have the same remedial powers as a court of law in the RSA had it been adjudicating the dispute.
- 5.11.3 The arbitration shall be conducted in Pretoria, in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of South Africa in force at the time of the dispute.
- 5.11.4 The arbitration award shall be final and binding on the parties to the dispute unless a party exercises its right to appeal by written notice delivered to the other party/ies to the dispute within twenty (20) days of delivery of the award. In the event of a party exercising its right of appeal, the other party shall be entitled to cross-appeal against the whole or any part of an award made by the arbitrator, provided that a notice of cross-appeal is delivered to the appealing party within ten (10) days after delivery of the notice of appeal.

5.11.5 The appeal shall be determined by an arbitrator and the decision of the arbitrator shall be final and binding on the parties to the dispute.

5.11.6 The arbitrator shall have the right to determine the costs for each party to the dispute.

5.12 **Costs and expenses**

5.12.1 Neither the NGB nor their Advisors, or respective employees, members, officers, committee members, agents and/or affiliates shall under any circumstances whatsoever, whether directly or indirectly, be liable for any costs or expenses incurred by any Bidder or other recipient of this RFP, whether such costs arise as a consequence of the Bidder's response to the RFP or are incidental thereto, and whether or not such costs arise as a result of any request by the NGB for further information in respect of any Bidder's submissions in its Bid.

5.12.2 The NGB will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Bid, whether or not the Bidder is appointed as the NCEMS Operator.

5.12.3 Similarly, all costs associated with the development, testing, certification, PLAs approval and system rollout of the NCEMS, including but not limited to the SDL and associated hardware and software, shall be for the Bidder's account.

6. SUB-SECTION 6: REQUIREMENTS FOR PROPOSALS

6.1 Overview of the Proposal Submission Process

- 6.1.1 Each Bid must be prepared in accordance with the guidelines contained in this RFP. The said Bid must describe the type of service that Bidders intend to offer and provide full, detailed and honest responses to all information requested in this RFP as well as any additional information that may be of relevance.
- 6.1.2 The NGB and its Advisors will undertake a thorough, detailed evaluation of all Bids. To facilitate this process, Bidders may be required to provide additional information in writing that clarifies particular aspects of their Bid. In addition, Bidders may be requested to give a formal oral presentation to the NGB.
- 6.1.3 The NGB will expect that the Successful Bidder will promptly negotiate and secure the conclusion of the contract.
- 6.1.4 Bidders must also be in a position to demonstrate to the NGB, by the date of the conclusion of the SLC how they will be able to finance the supply, installation, commissioning, operation, management and maintenance of the NCEMS and the collection of related monitoring fees.

6.2 Form of Bid Proposals

Bids shall be prepared in accordance with the instructions contained in this RFP and shall be consistent with the following:

- 6.2.1 Bids must be in writing and in the English language.
- 6.2.2 Each page of the Bid must be clearly numbered.

- 6.2.3 Each clause heading must be recorded in an index or table of contents.
- 6.2.4 Bids must, in their entirety, be printed in size 12 Arial font.
- 6.2.5 The line spacing on the Bid must be 1.15 excluding documents prepared using Microsoft Excel.
- 6.2.6 The financial information requested in this RFP must be provided in both hardcopy and in an electronic form on a Universal Serial Bus (USB) in Microsoft Excel format.
- 6.2.7 Bids must specify appropriate file names as well as cross-references on all printed documents where applicable. It is the responsibility of all Bidders to ensure that the electronic information provided on the USBs is consistent with information provided in the printed Bid. In the event of a discrepancy in the electronic information between the USBs and the printed version, the printed version will take preference.
- 6.2.8 Bidders are required to provide responses in the same order as requested in the RFP.
- 6.2.9 To assist in the evaluation, Bidders are required to complete the forms specified.
- 6.2.10 Bids shall consist of a total of eight (8) hard copies, which must be securely sealed and clearly marked and numbered as follows:
- 6.2.10.1 An '**Original**', containing all the original documentation and which must be signed by at least two (2) duly authorised directors of the Bidder. Bidders must attach proof of authority to bind the Bidder company which must be attached to the "**Original**". All original signatures,

fingerprints or other original marks shall be placed in the “Original.

- 6.2.10.2 Seven (7) numbered “**Copies of the Original**”; numbered in consecutive order.
- 6.2.11 All Bids must be on an A4 size paper and must be printed with colour.
- 6.2.12 The total number of eight (8) electronic copies must be placed on eight (8) USBs and must be compatible with Microsoft Windows. Bids must be prepared in a Microsoft Word format whereas financial figures must be in Microsoft Excel.
- 6.2.13 Bidders are required to provide responses in the same order as requested in the RFP.
- 6.2.14 The entire Bid must be delivered by a representative of the Bidder to the NGB at the stipulated address, date and time and according to the Indicative Timetable referred to in this RFP.
- 6.2.15 As far as possible, the requested details must be submitted in table format. Where relevant, especially as it pertains to the experience of the Bidder and its key personnel, a matrix format should be used.
- 6.2.16 Any bids received via fax or email will be considered invalid and will not be considered and will not form part of the submission and evaluation process.
- 6.2.17 It is the responsibility of Bidders to ensure that the Bid submitted to the NGB is complete and accurate. Incomplete Bids will be identified and rejected in the Pre-Qualification stage of the Bid evaluation process.

6.2.18 Documents Comprising the Bid

6.2.19 All Forms which must be completed by the Bidders will be provided as part of the RFP documentation. The Bid must be submitted in clearly marked separately sealed envelopes / packages as followings:

6.2.19.1 Part 1: Technical Proposal

The following documents/information must be placed in an envelope / package marked "Technical Proposal":

- (i) Response to the request for proposal;
- (ii) Proposed methodology and implementation plan;
- (iii) CV's of proposed project team;
- (iv) Transfer of skills;
- (v) Reference letters and letters of certification from companies for which similar projects were completed in the last five (5) years)
- (vi) Company profile;
- (vii) Company registration certificate;
- (viii) Completed SBD forms (excluding SBD 3.1):
 - a. SBD 1;
 - b. SBD 4; and
 - c. SBD 6.1;
- (ix) General Conditions of Contract (must be initialled on each page and signed fully and dated on the last page);
- (x) Special Conditions of Contract – Provisional Service Level Contract (must be initialled on each page and signed fully and dated on the last page);
- (xi) Bidders to provide a PIN as issued by SARS;
- (xii) Original or a certified copy of the B-BBEE verification certificate. A sworn Affidavit in cases of EME's and QSE's;
- (xiii) Form 5 – Joint Venture Summary;

- (xiv) Form 6 – Description of Approach and Methodology for performing the assignment;
- (xv) Form 14 – Technical proposal submission checklist;
- (xvi) Audited Financial Statements of the Bidder for the last five (5) financial years;
- (xvii) Financial projections over the duration of the contract;
- (xviii) Performance Guarantee; and
- (xix) Proof of payment of bid submission fee.

6.2.19.2 Part 2: Local Content Documents

The following documents/information must be placed in a clearly marked separately sealed envelope / package marked “Local Content Proposal”:

- (i) A list and value of all components; and
- (ii) A sworn declaration / affidavit should be appended and submitted as the Bidders’ commitment to local content figures (FORM 6.2).

6.2.19.3 Part 3: Probity Documents

The following documents/information must be placed in a clearly marked separately sealed envelope / package marked “Probity Documents”:

- (i) Form 1 – Business Entity Disclosure;
- (ii) Form 2 – Personal History Disclosure ;
- (iii) Declaration of interest (SBD 4);
- (iv) Form 3 – Release Authorisation Notice;
- (v) Form 3.1 – Corporate Release Authorisation;
- (vi) Form 4 – Bid-Application Declaration;
- (vii) Form 5 – Joint Venture Summary;

- (viii) Form 7 – Litigation History;
- (ix) Form 8 – Details of Applicant’s Experience;
- (x) Form 9 – Summary Sheet: Past, Current And Expected Contract Commitments;
- (xi) Form 10 – Team Composition And Task Assignments;
- (xii) Form 11 – Curriculum Vitae (CV) For Proposed Professional Staff;
- (xiii) Form 12 – Staffing schedule;
- (xiv) Form 13 – List of Proposed Subcontractors; and
- (xv) B-BBEE Certificate. A sworn affidavit in cases of EMEs and QSEs.

6.2.19.4 Part 4: Financial Proposal

The following documents/information must be placed in a clearly marked separately sealed envelope / package marked “Financial Proposal”:

- (i) Completed SBD 3.1
- (ii) Calculation supporting the Bid Price
- (iii) FORM 4.1 – Service Providers Bid

6.3 Currencies and payment

6.3.1 The bid price shall be quoted by the Bidder separately in the following currencies:

6.3.1.1 for those inputs to the services which the Bidder expects to provide from within the NGB's country, the prices shall be quoted in South Africa Rand (ZAR); and

6.3.1.2 for those inputs to the services which the Bidders expect to provide from outside the RSA, the prices shall be quoted in South African Rand (ZAR). The applicable exchange rate

shall be the ruling /quoted rate on the publication date of the RFP).

6.4 **Bid Validity Period**

6.4.1 Bids shall remain valid for 180 days.

6.4.2 In exceptional circumstances, the NGB may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. Any Bidder agreeing to the request will not be required or permitted to modify its Bid.

6.4.3 In the case where the contract price is fixed (not subject to price adjustment) and where the period of the Bid validity is extended by more than 60 days, the amounts payable to the Bidder selected for award, shall be increased. Should the factors specified in the request for extension, exceed more than 60 days after the expiry of the initial Bid validity, up to the notification of the award, the Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

6.5 **False Information**

Provision of false information, misrepresentation, in connection with the Bid, GCC, SCC will lead to rejection of the Bid or revocation of the contract. Once the Bid is revoked, the Bidder in question will forfeit any Bidding fees already paid.

6.6 **Right of the NGB to Publish the Identity of Bidders**

The NGB reserves the right to publish the names of Bidders, Bid preference points allocated to the preferred Bidder and Bid price of the preferred Bidder for the purposes of transparency and for general information.

6.7 **Additional Information**

Bidders must provide in their Bids, information over and above that requested in this RFP, if such information is relevant to their Bids.

6.8 **Performance Guarantee**

6.8.1 The NCEMS Operator shall provide the NGB with a “pro-rated” irrevocable performance guarantee and on such terms as are acceptable to the NGB, which guarantee shall be provided by a Financial Service Provider that is registered with the Financial Services Conduct Authority or a Development Finance Institution (DFI), as assurance for the performance of the NCEMS Operator’s obligations in terms of this Agreement.

6.8.2 The Service Provider will be required to furnish the NGB with the Performance Guarantee in the amount of R30,000,000 (thirty million rand) within three (3) Business Days from date of award to the Successful Bidder, in the form of an irrevocable guarantee, issued by a Financial Service Provider that is registered with the Financial Services Conduct Authority or a DFI.

6.8.3 The Service Provider will further be required to increase the performance guarantee mentioned in 6.8.1 above within five (5) Business Days after the prescribed number of LPM’s is reached in the respective categories. The performance guarantee will be in the form of an irrevocable guarantee, issued by a Financial Service Provider that is registered with the Financial Services Conduct Authority or DFI based on the value as provided in Table 5:

Table 5: Performance Guarantee

Number of Limited Pay-Out	Guarantee
From	Amount
Up to 15000	R6 million
More than 15001	R30 million
More than 20001	R45 million
More than 25001	R60 million
More than 30001	R75 million
More than 35001	R90 million
More than 40001	R105 million
More than 45001	R120 million

- 6.8.4 The Performance Guarantee will bind the Service Provider during the subsistence of the contract.
- 6.8.5 The cost of execution of the Performance Guarantee is to be covered by the Service Provider. In the event of failure by the Service Provider to furnish the Performance Guarantee, the NGB shall have the right to appoint the Reserve Bidder.
- 6.8.6 The NGB will be entitled to request payment of an amount of money as compensation for failure by the Service Provider for non-performance or inadequate performance under the contract. In the event of failure to pay the said compensation, the NGB will have the right to set off the amount equal to the compensation against the Performance Guarantee.

6.9 Ownership of Material Arising from the RFP

- 6.9.1 All physical material that has been submitted in response to this RFP becomes the property of the NGB. The right to disclose data and information in response to this RFP will vest with the NGB.

6.9.2 Copyright and intellectual property rights to all documentation, reports, data, information etc. that emanate from this RFP will vest with the NGB.

6.9.3 Unless otherwise provided for in this agreement, any intellectual property developed pursuant to delivery of the services shall if developed solely for the benefit of the NGB, be the property of the NGB and Successful Bidder may not use or exploit such intellectual property without the prior written consent of the NGB, which consent shall not be unreasonably withheld.

6.10 **Changes to Information Supplied**

6.10.1 The NGB must be notified immediately of any changes to any of the information requested in any of the declaration forms during the period between the submission of Bids and the conclusion of the SLC.

6.10.2 The Successful Bidder must notify the NGB of any changes or proposed changes in the identity of directors, Significant Shareholders and Key Employees prior to the finalisation or subsistence of the SLC.

6.11 **Amendment of Bidding documents**

6.11.1 Before the deadline for submission of Bids, the NGB may modify the Bidding documents by issuing an addendum.

6.11.2 Any addendum thus issued shall be part of the Bidding documents and shall be communicated in writing to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the NGB.

6.11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing of their Bids, the NGB shall

extend, if and as necessary, the deadline for submission of Bids, in accordance with the indicative timetable.

6.12 **Multiple Bids**

Multiple Bids will be disqualified. The following will constitute a multiple Bid:

- 6.12.1 more than one Bid from the same company or Bidder or Significant Shareholder of a Bidder; or
- 6.12.2 technical partners who participate in more than one Bid.

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7. SUB-SECTION 7: DELIVERY INSTRUCTIONS OF BIDS

7.1 Sealing and marking of Bids

7.1.1 Bidders must seal the original and all copies of the Bid duly marking the documents (or folders) as "ORIGINAL" and "COPIES".

7.1.2 All files, folders and documents shall:

7.1.2.1 Bear the name and address of the Bidders;

7.1.2.2 Be addressed to the NGB at the Issuing address;

7.1.2.3 Bear the tender number of the RFP; and

7.1.2.4 Contain a warning seal not to open tender documents.

7.1.3 If files/folders/documents are not sealed and marked as above, the NGB will assume no responsibility for the misplacement or premature opening of the Bid.

7.2 Closing date for submissions of Bids

7.2.1 The closing date for the submission of Bids is as specified in this RFP.

7.2.2 No late submissions shall be accepted. Responses are to be delivered to the issuing offices of the NGB.

7.2.3 The NGB may extend the closing date for submission of Bids by issuing an amendment on the website, in which case all rights and obligations of the NGB and the Bidders previously subject to meeting the original closing date will then be subject to the new closing date.

7.3 **Late Bids**

Any Bid received by the NGB after the closing date prescribed in the indicative timetable will remain unopened and may be returned to the Bidder.

7.4 **Modification or withdrawal of Bids**

7.4.1 Bidders may modify or withdraw their proposals by giving notice in writing before the closing date referred to in the indicative timetable of this RFP.

7.4.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered to the NGB, with the outer and inner envelopes / packages additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

7.4.3 No Bid may be modified after the deadline for submission of Bids.

7.4.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity period specified in the RFP will result in the forfeiture of any fees paid by the Bidder.

8. **SUB-SECTION 8: BID OPENING AND EVALUATION**

8.1 **Bid opening**

8.1.1 The Supply Chain Management Unit of the NGB will open the Bids, including modifications made thereto, in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the RFP.

8.1.2 Envelopes / packages marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

8.1.3 The Bidders' names, Bid modifications and withdrawals, the presence or absence of proof of payment of the Bid and such other details as the NGB may consider appropriate, will be announced by the NGB at the opening.

8.1.4 No Bid shall be rejected at Bid opening except for the late Bids. Late and withdrawn Bids may be returned unopened to the Bidders.

8.1.5 The NGB will prepare a register of the Bid Opening.

8.2 **Confidentiality of process**

8.2.1 Information relating to the examination, clarification, evaluation, comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such **process** until the Successful Bidder is notified of the award.

8.2.2 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the

NGB, who will provide a written explanation. Any request for explanation from one Bidder should relate only to its own Bid; information about the Bid of competitors will not be addressed.

8.3 **Clarification of Bids**

8.3.1 To assist in the examination, evaluation, and comparison of Bids, the NGB may, at the NGB's discretion, ask any Bidders for clarification of the Bidders' Bid, including breakdowns of the prices and other information that the NGB may require. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the NGB in the evaluation of the Bids.

8.4 **Correction of errors**

8.4.1 Bids determined to be substantially responsive will be checked by the NGB for any arithmetic errors. Arithmetical errors will be rectified by the NGB on the following basis:

8.4.1.1 if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

8.4.1.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected;

8.4.1.3 if there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

8.4.2 The amount stated in the Bid will be adjusted by the NGB in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Fee shall be forfeited.

8.5 **Evaluation of Bids and determination of responsiveness**

8.5.1 Prior to the detailed evaluation of Bids, the NGB will determine whether each Bid:

8.5.1.1 meets the eligibility criteria defined in this RFP;

8.5.1.2 has been properly signed;

8.5.1.3 is accompanied by the required securities; and

8.5.1.4 is substantially responsive to the requirements of the RFP.

8.5.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the RFP, without material deviation or reservation. A material deviation or reservation is one:

8.5.2.1 which affects in any substantial way the scope, quality, or performance of the Services;

8.5.2.2 which limits in any substantial way, inconsistent with the RFP, the NGB's rights or the Bidders' obligations under the GCC and/or SCC; or

8.5.2.3 whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

8.6 Currency for Bid Evaluation

8.6.1 All Bids shall be quoted in South African Rand (ZAR). Applicable exchange rates shall be the ruling/ quoted Rate on the publication date of the RFP as published by the South African Reserve Bank.

8.7 Evaluation and Comparison of Bids

8.7.1 Bids will be evaluated in accordance with the 90/10 preference point system contemplated in the PPPFA.

8.7.2 The evaluation of the Bids will be conducted in four (4) phases, as more clearly set out in Section 9, namely:

8.7.2.1 **Phase 1:** Pre-qualification Stage: Administrative and Substantive Responsiveness.

8.7.2.2 **Phase 2:** Functional evaluation in accordance with the functional criteria.

8.7.2.3 **Phase 3:** Price and specific goals in accordance with the PPPFA.

8.7.2.4 **Phase 4:** Adjudication of Bids and Final Award.

8.7.3 The NGB will evaluate and compare only the Bids determined to be substantially responsive in **Phase 1**.

8.7.4 The NGB will conduct a detailed evaluation of Bids in order to determine whether the Bidders' are qualified and if the functional aspects are substantially responsive to the requirements outlined in the RFP.

8.7.5 **Phase 2** will account for 100% of the functional evaluation criteria were scores will be broken down into the following Stages:

8.7.5.1 **Stage 1** – Technical Evaluation and Financial Viability Evaluation;

8.7.5.2 **Stage 2** – Presentation; and

8.7.5.3 **Stage 3** – Probity Checks

Bidders who pass Stage 2 of Phase 2 of the Functional Evaluation Process, will be subjected to Probity Checks. Only Bidders who pass probity will be eligible for further consideration in **Phase 3** of the Bid Process.

Bidders who score a combined score of 80% or higher in Phase 2 (Stage 1 and Stage 2) and obtain a positive probity outcome (Stage 3) will qualify for further consideration for Phase 3.

8.7.6 Bidders are required to quote a price and provide a breakdown of pricing in the manner and detail called for in the pricing schedules.

8.7.7 The price of services shall be quoted in total for each service (where appropriate, broken down into monthly and annual prices) and separated into components. Prices must include all applicable taxes, duties, levies and fees.

8.7.8 In evaluating the Bids, the Bid Evaluation Committee to be appointed by the NGB will determine for each Bid, the evaluated Bid price by adjusting the Bid price as follows making any correction for errors pursuant to section 8.4.

8.7.9 The NGB reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and

other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the NGB will not be taken into account in the Bid evaluation.

- 8.7.10 The estimated effect of any price adjustment conditions is applied during the duration of the NCEMS Operator contract under clause 17 of the GCC read with sub-clause 6.4.3 of the RFP, will not be taken into account in Bid evaluation.”

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9. SUB-SECTION 9: EVALUATION AND ADJUDICATION PHASES

9.1 Introduction

9.1.1 The evaluation process is broken down into four (4) phases as follows:

9.2 Phase 1: Pre-Qualification Stage: Administrative and Substantive Responsiveness

9.2.1 During Phase 1 all Bids will be evaluated to ensure compliance with minimum requirements (e.g. Valid and original Tax Clearance Certificates, compliance to technical specification). Ensuring that all documents have been completed and that the compulsory specified documentation have been submitted in accordance with the bid requirements. Bids that comply with the minimum requirements will advance to Phase 2 of the evaluation.

9.3 Phase 2: Functional Evaluation in Accordance with the Functional Requirements of the Bid

9.3.1 All Bids that advance to Phase 2 will be evaluated by a Bid Evaluation Committee to determine compliance with the functional requirements of the bid.

9.3.2 During phase 2 all Bids will be evaluated for 2-stage criteria functionality. Functionality will count out of 100%. Stage 1 (technical evaluation and financial viability evaluation) and stage 2 (presentation) will be allocated 40% and 60% respectively. Bidders must achieve a combined minimum score of 80% out of 100% on the functionality evaluation and obtain a positive probity outcome in order to advance to Phase 3.

9.3.3 Bidders who pass Stage 2 of Phase 2 of the Functional Evaluation Process, will be subjected to Probity Checks. Only Bidders who pass probity will be eligible for further consideration in Phase 3 of the Bid Process.

9.3.4 Points will therefore not be awarded for their Price or specific goal credentials.

9.4 **Stage 1**

9.4.1 Bidders will have to score a minimum of 80% for their functionality bid (technical and financial viability) evaluation prior to stage 2 (presentation). Bids that score less than 80% for stage 1 will be eliminated from further consideration. Bidders required to attend a presentation will be notified at least three (3) business days prior to the presentation date.

9.5 **Stage 2**

9.5.1 Bidders have to score a combined minimum score of 80% after both stage 1 and 2 and obtain a positive probity outcome in order to advance to Phase 3 and be evaluated on price and specific goal credentials (Phase 3).

9.5.2 Bidders that do not score a minimum of 80% will be eliminated from phase 2 and will not be further considered in the evaluation process (or bidding process).

9.5.3 The functional evaluation will be rated out of 100% and the applicable evaluation criteria and weights for functionality are indicated in Table 7.

9.5.4 The percentage scored for functionality shall be calculated as follows:

9.5.4.1 Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the percentage scored for the various criteria. These percentages should be added to obtain the total score.

9.5.4.2 The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual Bidder for functionality.

9.5.5 The preparation costs and all expenses to do the presentation will be for the Bidders' own account.

9.6 **Stage 3**

9.6.1 **Stage 3:** Bidders will be subject to probity checks. Only those that obtain a positive probity outcome, along with a combined score of 80% or greater after stage 2 will proceed to phase 3.

9.7 **Phase 3: Awarding of Points for Price and Specific Goals**

9.7.1 Bidders that have successfully progressed to Phase 3 will be evaluated in accordance with the 90/10 preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations of 2022.

9.7.2 90 points will be awarded for price while 10 points will be allocated for preference points for specific goals as prescribed in the regulations.

9.8 Phase 4: Adjudication of Bid and Final Award

9.8.1 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Authority for the final award to be made to the Preferred Bidder. The Successful Bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

9.9 **Pre-Qualification Stage** is made up of Administrative and Substantive Responsiveness as well as Technical Responsiveness

9.9.1 **Administrative and Substantive Responsiveness**

9.9.1.1 Proposals submitted that do not comply with the following, will be considered non-responsive, will not be considered for further evaluation:

9.9.1.1.1 A Proposal that is not in the format prescribed.

9.9.1.1.2 A Proposal without some or all of the required documents.

9.9.1.1.3 Pricing schedules not in the required format.

9.9.1.1.4 Proposals without the required number of copies.

9.9.1.1.5 Failure to attend the compulsory briefing session.

9.9.1.1.6 Non submission of information relating to Probity as requested in the RFP.

9.9.1.1.7 Non submission of a sworn declaration / affidavit that should be appended and submitted as the Bidders' commitment to local content figures.

9.9.1.1.8 Proposals that are **not** submitted in four (4) separate, clearly marked/ labelled and sealed envelopes / packages as follows:

9.9.1.1.8.1 Envelope / Package 1 – Technical Proposal: One (1) original plus seven (7) copies of the original technical proposal and eight (8) USBs containing the technical proposal must be submitted to the NGB.

9.9.1.1.8.2 Envelope / Package 2 – Local Content Documents which will include the list and value of all components and the sworn declaration / affidavit. One (1) original plus seven (7) copies of the original local content proposal must be submitted to the NGB. Eight (8) USBs containing the local content proposal must be submitted to the NGB.

9.9.1.1.8.3 Envelope / Package 3 – Probity Documents One (1) original plus seven (7) copies of the original probity proposal, as required in sub-section 9.8.7 and 6.2.19.3 and eight (8) USBs containing the probity proposal must be submitted to the NGB.

9.9.1.1.8.4 Envelope / Package 4 – Financial Proposal: One (1) original plus seven (7) copies of the original

financial proposal and eight (8) USBs containing the financial proposal must be submitted to the NGB.

9.9.1.1.9 Bidders Responses for the following returnable documents that are not initialled on every page and remain unsigned on the relevant pages:

9.9.1.1.9.1 General Conditions of Contract

9.9.1.1.9.2 Special Conditions of Contract - Provisional Service Level Contract

9.9.1.1.10 Reference letters must be submitted. Five (5) reference letters for similar services rendered during the last ten (10) years. At least four (4) reference letters for which similar services have been implemented and at least one Letter of Certification by a regulatory body. The reference letters shall include at least the following information for each project undertaken:

- Entity name;
- Contact name and telephone number;
- Date when service was rendered;
- Description of service (Reference letter must specify which of the specific services were being rendered and if rendered satisfactory)
- Duration of the project; and
- Contract price

9.9.1.1.11 Bidders not registered with National Treasury's Central Supplier Database.

9.9.1.1.12 Non-payment of a non-refundable Bid Application Fee of R100,00.00 (one hundred thousand rand) and Bid Submission Fee of

R1,400,000 (one million and four hundred thousand rand).

Table 6: Technical Criteria Responsiveness

9.9.1.2 Bidders that respond **NO** to any of the technical criteria mentioned below will be disqualified from further evaluation as these are mandatory requirements. The response to these questions must be read in conjunction with the relevant subsection that the “Category” of each Question relates to. Any responses that are incomplete by Bidders will be construed to be a “No” response.

Main Section	Sub Section	Category	Yes / No
PROBITY			
	9.9.5	General requirements	
	9.9.6	General company information	
	9.9.7	Bidder credentials	
	9.9.8	Client references	
	9.9.9	Details of bankers, auditors, legal advisors and consultants	
	9.9.10	Financing structure and bank facilities	
	9.9.11	Repatriation of funds	
TECHNOLOGY AND INFRASTRUCTURE			
	9.9.12	System environment	
	9.9.16	Back-up and recovery	
	9.9.18	Operating procedures	
	9.9.20	Audit trail	
	9.9.21	System maintenance	
	9.9.22	SDL	
	9.9.23	Communications	

Main Section	Sub Section	Category	Yes / No
	9.9.24	Violation alerts (system, network, operational and end-user)	
	9.9.25	Documentation	
	9.9.26	Hardware	
	9.9.27	Communication standards	
	9.9.28	Software	
	9.9.29	Networks	
	9.9.31	System Software	
	9.9.32	Databases	
	9.9.33	Analytical tools	
	9.9.34	Bids and bid development environment	
	9.9.35	Software Packages	
	9.9.36	Internal operating procedures	
	9.9.37	Certification	
	9.9.38	Performance management (NCEMS and networks)	
	9.9.39	Integration	
	9.9.40	Transition	
	9.9.41	Information distribution to NGB, PLAs, ROs, SOs and ISOs	
	9.9.42	Termination interface specification (Physical and Logical)	
	9.9.43	Asset register	
	9.9.44	Testing	
	9.9.46	Proofing against physical tampering	
	9.9.47	Training, skills development, and skills transfer	
BUSINESS PLAN			
	9.9.51	Shareholder approval and other clearances	

Main Section	Sub Section	Category	Yes / No
	9.9.53	Matters to be completed before the signing of the contract	
ORGANISATIONAL STRUCTURE			
	9.9.54	Organisational structure and staffing	
	9.9.55	Governance and management	
IMPLEMENTATION PLAN			
	9.9.56.1	Project plan	

9.9.2 Phase 2: Functional Evaluation in accordance with Function Requirements of the Bid: Functional evaluation is made up of three (3) stages; i.e.:

9.9.2.1 Technical Evaluation and Financial Viability Evaluation;

9.9.2.2 Presentations; and

9.9.2.3 Probity checks

Table 7: Evaluation Criteria

The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
Stage 1 of Phase 2 – Technical and Financial Viability Evaluation							
Company track record: A ten (10) year proven track record of the Bidder with reference to the supply, installation, commissioning,						5	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
operating, management and maintenance of a gambling electronic monitoring system.							
<p><u>Expertise and experience of proposed project team:</u></p> <p>Relevant technical training and experience of the proposed project team.</p> <ol style="list-style-type: none"> 1. Project Management and Monitoring 2. Information Technology (Electronic system design and development) 3. Information Technology (Electronic system implementation and rollout) 4. Information Technology (Security) 5. Finance and taxation 6. Licensing management 7. System Operation Management 8. Risk and Audit Management 9. Asset and Machine Control and Management 10. Maintenance and Management of electronic systems and machines 11. LPM regulatory and industry compliance. <p>1 – 5 years = 1 More than 5 – less than 10 years = 2 10 years = 3 More than 10 – less than 15 years = 4</p>						10	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
More than 15 years = 5							
<p><u>Skills Development and Transfer</u></p> <p>Bidders must indicate details of how they intend to transfer skills and knowledge to the designated staff of the NGB in line with the requirements in this RFP.</p>						5	
<p><u>Implementation Plan</u></p> <p>The plan must be inclusive containing the design with components, products and their source and parameters, timelines, processes including certification, management and maintenance support structures, installation and roll out resources.</p>						5	
<p><u>Local Content</u></p> <p>Bidders must indicate at a minimum its 75% commitment [in the form of a sworn declaration / affidavit (FORM 6.2)] to localise the development and management of the NCEMS in each year.</p> <p>1% or more to less than 60% = 1 60% or more to less than 75% = 2 75% or more to less than 80% = 3 80% or more to less than 90% = 4 90% or more = 5</p>						10	
<u>Operational requirements</u>						10	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
Bidders are required to demonstrate resources and facilities required to ensure an uninterrupted and fully operational NCEMS.							
<u>Business Continuity</u> Bidders must demonstrate the business continuity strategy and the management of contingencies.						5	
<u>Change Management</u> Bidders must demonstrate processes and procedures required for the controlled management of the eventual changes to the project plan.						5	
<u>Network Management</u> Bidders must demonstrate the preferred tools and process of managing the NCEMS network.						5	
<u>Logical and Physical Security</u> Bidders must demonstrate their ability to safeguard the NCEMS security infrastructure and to secure the integrity of the NCEMS as well as NCEMS data.						5	
<u>Bureau Services</u> Bidders must demonstrate their ability to support the ISO's.						5	
<u>Financial Viability</u> The Bidder must present audited financial statements for the past five (5) years and indicate in a detailed financial plan how they will operate						20	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
over the eight (8) year projected budget period which co-incides with the life cycle of the contract.							
<u>Support Services</u> The aspects of the support services, methodology and approach should detail a description of how they intend executing the assignment from inception to completion.						10	
Total percent before presentation						(100*40/ 100) = 40	
Threshold of 80%							
Stage 2 of Phase 2: Evaluation on presentation							
<u>System Requirements</u> The simulation must address the aspects of the systems requirements and methodology and approach which should detail a description of how the NCEMS Operator intends on executing the assignment from inception to completion.						6	
<u>Support Services</u> The presentation must address the aspects of the support services and methodology and approach which should detail a description of how they intend executing the assignment from inception to completion.						4	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Asset management</u></p> <p>All gaming assets must be registered on the NCEMS. This includes LPMs and all system related assets such as Slot Machine Interface Boards (SMIB), encryption devices and Site Data Loggers.</p> <p>The NCEMS must verify that each asset resides at the correct location before allowing the device or the LPM to become operational.</p> <p>The NCEMS process must support the movement of assets between locations and allow for the respective PLAs to approve such movements. Where assets are moved between provinces the NCEMS must allow for the approval of all affected PLAs.</p> <p>Business rules must be configurable based on the type of asset being moved. A complete history of each asset must maintained by the system from enrolment through to the disposal of the asset.</p>						4	
<p><u>Maximum Number of LPMs</u></p> <p>The NCEMS must ensure that the maximum number of LPMs that can be operated is definable on a per</p>						3	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
Operator and Regulator basis. The NCEMS should not allow changes or permit exceeding the maximum number of LPMs without the approval of the relevant regulator(s).							
<p><u>Capturing and Maintenance of Equipment Types</u></p> <p>The NCEMS must allow for all certified equipment (LPMs and system components) to be captured and maintained on the system. The relevant test reports and LOCs must be kept online with details of the SANAS accredited test laboratory.</p>						3	
<p><u>LPM Type Approvals</u></p> <p>The NCEMS must allow each respective PLA to approve equipment types on the system.</p> <p>The NCEMS must prevent the movement of equipment without the PLA having performed the required type approvals.</p>						3	
<p><u>Encryption</u></p> <p>All data leaving an LPM must be encrypted using the latest available encryption standards at a minimum 128 bits. They must describe in detail all security measures employed by the NCEMS.</p>						2	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Hourly Records</u></p> <p>The NCEMS must store LPM data in such way that data can be analysed at any time.</p>						2	
<p><u>LPM Changes and Conversions</u></p> <p>The NCEMS must have a built-in process that allows for the accurate capturing of LPM data when LPMs are moved between sites and converted from one type to another. It is expected that the signature checking process remains effective without the undue disabling of LPMs.</p>						2	
<p><u>LPM Data Not Received</u></p> <p>If the data from the site data logger has not been received for a period of 72 hours the system shall disable all machines connected to the SDL.</p>						3	
<p><u>Disable Alerts and Reports</u></p> <p>Both the Site Operator and the Route Operator should have alerts and reports that will notify them should a LPM or Site be disabled due to a failure in the collection of data. Alerts should be in the form of short message service (SMS) or mobile application (APP).</p>						2	
<p><u>False Reporting</u></p> <p>The NCEMS must prevent scenarios where incorrect LPM information is reported as a result of two (2) main</p>						2	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
boards being swapped between LPMs.							
<p><u>Journal Procedure and Approval</u></p> <p>The system must allow for the automatic calculation of proposed journals.</p> <p>The NCEMS Operator must have the functionality to review and recommend these journals for approval.</p> <p>The NCEMS must allow the NGB to review proposed journals and approve them online before processing.</p>						2	
<p><u>LPM Test Records</u></p> <p>The NCEMS must allow Regulators and Operators to test LPMs on Site without the need for journal entries. Results of such tests must be maintained for the duration of the contract and should include accounting and significant event tests. The use of the test method must be controlled by a token or similar secure method. The test scenario must include a timeout mechanism that will not allow LPMs to remain in such mode indefinitely.</p>						1	
<p><u>Power Failures</u></p> <p>All central, Site and LPM components of the NCEMS must deal with load</p>						3	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
shedding and general power failures without the loss of data and all components should restart automatically. The corruption of the Operating System or monitoring Software due to power failures is not permitted.							
<p><u>LPM Status and Status History</u></p> <p>The NCEMS must report the status of each LPM on a real time basis. This status must include the reason why the LPM is disabled when applicable. It must be possible to report on historical machine statuses utilising the Business Intelligence tools supplied by the Bidder.</p>						2	
<p><u>Software updates</u></p> <p>The NCEMS must allow for the remote automatic updating of all monitoring system components so that there will be no need for Route Operators to travel to any location for the updating of Software or firmware. The NCEMS must have a process that allows for the automated signature verification to work correctly before and after such Software or firmware is updated.</p>						1	
<p><u>Site Software Package Management</u></p> <p>The NCEMS must prevent situations where incompatible system Software</p>						2	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
components are used together. It is required that all system Software be bundled into Software packages that will ensure this requirement is met. It is important that all Site Software is updated at the same time. This must include any Slot Machine Interface Boards (SMIB), data encryption devices, player tracking units, cashier, treasury or any other required system Software.							
<u>Cloud Based Computing Model</u> All Regulatory and Operator data must reside on a single transactional database instance with access to data restricted based on the system user's context.						2	
<u>User Access Method</u> The system must be securely accessible via the World Wide Web and must support most commonly used Internet browsers.						2	
<u>Single Sign On</u> All components of the system must be available using a single sign-on. This includes national users of entities that are licensed in multiple provinces.						2	
<u>Roles And Permissions</u> The NCEMS must not permit under any circumstances one PLA to view data from another PLA or one						3	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
Route/Site Operator to view data from another Route/Site Operator. This applies to any LPM generated data or any dynamic or static system data.							
<p><u>Biometrics</u></p> <p>Certain component(s) of the NCEMS must make use of any biometric security devices (e.g. fingerprint readers) which the Bidder shall supply.</p>						2	
<p><u>Alternative Authentication Method</u></p> <p>The NCEMS must allow for an alternative method of authentication should any biometric or similar hardware fail so as not to interrupt operations.</p>						2	
<p><u>Disabling of LPMs</u></p> <p>The NCEMS must have the capability to allow users to disable and enable LPMs and ensure the reason for disabling is captured. The NCEMS must automate the request and approval process.</p>						2	
<p><u>Site Active Daily Periods</u></p> <p>The NCEMS must have the functionality that allows for LPMs to be disabled according to a pre-defined period. The period must be enforceable on a PLA, RO and SO/ISO basis.</p>						3	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Provincial Taxation Periods and Taxes</u></p> <p>The NCEMS must allow for the support of different gaming taxation periods and calculation of taxes as specified in the Provincial Acts, Regulation and Rules.</p>						2	
<p><u>Route Operator Charges to Site Operators</u></p> <p>PLAs permit Route Operators to recover certain costs from Site Operators. The NCEMS must allow for Route Operators to deduct such charges from all or selected Site Operators by using an automated system. The NCEMS must allow for the Route Operator to specify the name of the deduction as well as the method of calculation of the deduction and such other deductions that are shared or paid by the Site Operator only.</p>						1	
<p><u>Route Operator /Site Operator Revenue Split Calculations</u></p> <p>The NCEMS must allow Operators to define the revenue splits that are used in their operation and each defined split must have a customisable name.</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Monitoring Fee</u></p> <p>The NCEMS must calculate the monitoring fee based on a sliding scale as described in regulations.</p>						3	
<p><u>Site Invoices</u></p> <p>The NCEMS must use the Route Operator /Site Operator Revenue Split Calculations configuration to calculate the fees due to the relevant industry stakeholders. This process considers all the real-world practical scenarios such as journals and late collections and create a definitive account that is sent directly to SOs and ISOs. This invoice must clearly indicate what monies will be collected by the respective parties along with the associated VAT implications. This should be delivered to the Site Operators/Independent Site Operators no later than 2 days after the end of the respective Provincial gambling taxation periods.</p>						2	
<p><u>License Types</u></p> <p>Each PLA must be allowed to capture their respective License Types and the entities that such licenses apply to. The NCEMS should not permit the issuance of a License Type from one PLA to an Operator from another PLA. It is must not be possible to</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
issue any key or gaming employee license types to an Operator license type. Each key or gaming license must be associated with an operator.							
<p><u>Maintenance Of Licenses</u></p> <p>The system must allow licenses to be captured and maintained on the system. The system must check for license expiry and notify the Operator pro-actively and prevent the licensee from performing their duties post license expiry.</p>						1	
<p><u>Site Classification and Reporting</u></p> <p>The NCEMS must allow Sites to be classified according to the following pre entered values (official Government sources to be used):</p> <ul style="list-style-type: none"> ▪ Operational Status ▪ PDI Status ▪ PLA Area ▪ Operator Area ▪ Local, District and Metropolitan Municipality ▪ Site Type 						2	
<p><u>Site Documentation</u></p> <p>The NCEMS must allow the NGB, PLAs and Operators to upload all site related documentation. The NGB must be able to upload national documentation, with the PLAs</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
uploading licenses and the Operators uploading the rules relevant to the province as approved.							
<u>Site Employees</u> The NCEMS must allow for all Site employees to be captured.						1	
<u>Site Licenses</u> All Site licenses and Site key and gaming employee licenses must be maintained on the NCEMS with the ability to renew based on the PLA configured license expiry period. The NCEMS must prevent system access in the event of an expired license and any access token or similar mechanisms having expired.						2	
<u>Supervision Of Gambling Activities</u> The NCEMS must provide for the enabling of gambling activities on Site based on a physical token such as a smart card. The token should denote the person that is responsible to supervise gambling activities. The token must be linked to the employee license and should not enable LPMs at Site when the employee license has expired. Both the token and employee should be auditable by PLAs during random Site inspections.						2	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Random Site Inspection Lists</u></p> <p>The NCEMS must allow for PLAs and Operators to generate random Site inspection lists.</p>						1	
<p><u>Site Visits</u></p> <p>The NCEMS must electronically record Site visits by PLAs and Operators. A token must be used by the respective employees and further be configurable in terms of the functions performed by the employee.</p>						1	
<p><u>Site Status</u></p> <p>The NCEMS must allow for the Site status to be set and report on the actual status as well as why a Site is disabled.</p>						1	
<p><u>Cash Clearances</u></p> <p>The NCEMS must allow for the electronic recording of cash cleared from LPMs. The NCEMS must record the clearance process before and clearance results after any tests are performed on a LPM or Site. The clearance results must be printable in hard copy.</p>						1	
<p><u>Note Counters</u></p> <p>The NCEMS must integrate with commonly used note counters.</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Hand Payments</u></p> <p>The NCEMS must facilitate the hand payment process and maintain accurate electronic records thereof.</p>						1	
<p><u>Site Floats</u></p> <p>The NCEMS must allow for SOs/ISOs to electronically track their Site floats used for hand payments.</p>						1	
<p><u>Cash Drawers</u></p> <p>The NCEMS must integrate with commonly used cash drawers.</p>						1	
<p><u>Site Reports</u></p> <p>The NCEMS must allow the SOs/ISOs to print at minimum the following reports on Site:</p> <ul style="list-style-type: none"> ▪ Revenue reports for current and past periods. ▪ Significant Event Reports. ▪ Test Reports (of LPM tests performed). ▪ Cash clearance reports. <p>Reprinting of the VAT Invoice received from the central system.</p>						1	
<p><u>Reports</u></p> <p>Each defined system report used by any of the Operators or Regulators must allow for data and selection criteria being filtered according to the user's domain.</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
<p><u>Business Intelligence</u></p> <p>NCEMS must have a Business Intelligence tool which is integrated into the solution which must provide at a minimum 70 active Users. This tool provides at minimum:</p> <ul style="list-style-type: none"> • Advanced data analytics based on multiple dimensions and measures; • Customised selection of row and column data with automated grouping when multiple dimensions are selected for row and/or columns; • Customisable views that allows for grid or various forms of chart data; • Pivot and cross drill functionality; • Users can save views and selections for future use. <p>The data should not be accessible from one PLA/Operator to another PLA/Operator.</p>						2	
<p><u>General Notifications and Alerts</u></p> <p>The NCEMS must feature a configurable notification and alert system that will allow users to receive notifications via common channels</p>						1	

EVALUATION CRITERIA	Rating					Weight	Total
	1	2	3	4	5		
such as SMS, email and mobile applications.							
<u>Problem Gambling</u> The Bidder must demonstrate its ability to aid punter protection, player tracking and problem gambling.						1	
<u>FICA Requirements</u> The NCEMS must allow Site Operators to capture the FICA information on Site along with any required FICA documentation.						1	
<u>Geolocation</u> The NCEMS must be capable of capturing GPS coordinates of site location.						1	
Subtotal weightings						100	
Total percent before presentation						(100*60/ 100) = 60	
TOTAL POINTS FOR FUNCTIONALITY						100	
A combined threshold of 80% is applicable after stage 1 and 2							

STAGE 1 OF PHASE 2 - FUNCTIONAL EVALUATION IN ACCORDANCE WITH FUNCTION REQUIREMENTS OF THE BID

9.9.2.4 Bidders must ensure that the Bidder's response to functional evaluation includes the information listed below. A summary of the details relating to the information is presented in Table 8 are contained further in the RFP.

Table 8: Categories

Main Section	Sub Section	Category
		LOCAL CONTENT
	9.9.3	Local Content Categories
	9.9.4	Threshold for Local Content
		PROBITY
	9.9.5	General requirements
	9.9.6	General company information
	9.9.7	Bidder credentials
	9.9.8	Client references
	9.9.9	Details of bankers, auditors, legal advisors and consultants
	9.9.10	Financing structure and bank facilities
	9.9.11	Repatriation of funds
		TECHNOLOGY AND INFRASTRUCTURE
	9.9.12	System environment
	9.9.13	System requirements
	9.9.14	Support services
	9.9.15	Operational Requirements
	9.9.16	Back-up and recovery
	9.9.17	Business continuity
	9.9.18	Operating procedures
	9.9.19	Change management
	9.9.20	Audit trail
	9.9.21	System maintenance
	9.9.22	SDL
	9.9.23	Communications
	9.9.24	Violation alerts (system, network, operational and end-user)
	9.9.25	Documents
	9.9.26	Hardware

Main Section	Sub Section	Category
	9.9.27	Communication standards
	9.9.28	Software
	9.9.29	Networks
	9.9.30	Network management
	9.9.31	System Software
	9.9.32	Databases
	9.9.33	Analytical tools
	9.9.34	Bids and bid development environment
	9.9.35	Software Packages
	9.9.36	Internal operating procedures
	9.9.37	Certification
	9.9.38	Performance management (NCEMS and networks)
	9.9.39	Integration
	9.9.40	Transition
	9.9.41	Information distribution to NGB, PLAs, ROs,SOs and ISO
	9.9.42	Termination interface specification (physical and logical)
	9.9.43	Asset register
	9.9.44	Testing
	9.9.45	Logical and physical security
	9.9.46	Proofing against physical tampering
	9.9.47	Training, skills development and skills transfer
	9.9.48	Bureau services
		BUSINESS PLAN
	9.9.50.2	Financial Projections
	9.9.52	Key supplier contract commitments
		ORGANISATIONAL STRUCTURE
	9.9.54	Organisational structure and staffing
	9.9.55	Governance and management
		Sub-contractors

Main Section	Sub Section	Category
		IMPLEMENTATION PLAN
	9.9.56	Project plan
	9.9.57	Rollout timing

LOCAL CONTENT

Category
LOCAL CONTENT
9.9.3 Local Content Categories

9.9.3.1 Introduction

9.9.3.1.1 Each Bidder is required to commit to localise its procurement to the extent that there will be no detrimental effect to the running of the NCEMS. Bidders should clearly set out the value of local content, indicating which components in the entire system will be procured locally and which not (stating where possible the reasons for this decision). These assumptions must be reflected in FORM 6.2 and its annexures prepared by the Bidder.

9.9.3.1.2 The assumptions will be guided by the following categories and subcategories:

Category					
NCEMS System Hardware	NCEMS System Software	Network Hardware	Operating System Software	Database	System environment
<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership

9.9.3.1.3 A sworn declaration / affidavit (FORM 6.2) should be appended and submitted as the Bidders' commitment to local content figures.

9.9.3.1.4 Verification of local content will be conducted every two (2) years from date of award for the Successful Bidder by SABS. Costs of verification must be borne by the Successful Bidder.

9.9.3.2 Local content categories

9.9.3.2.1 Bidders are required to stipulate by marking an "X" in the table below in which category they will be able to meet the percentage threshold contribution to local content.

Category					
NCEMS System Hardware	NCEMS System Software	Network Hardware	Operating System Software	Database	System environment

Category	Weighting
LOCAL CONTENT	
9.9.4 Thresholds for Local Content	

9.9.4.1 Bidders must indicate by responding with a “Yes” or “No” in the tables below which Categories are subject to local content in each year over the duration of the project.

9.9.4.2 Bidders are required to indicate, based on the table set out below, what percentage local content they anticipate achieving in each category for the time periods specified with explanations and assumptions provided in support thereof.

9.9.4.3 In those instances where Bidders believe that localisation of a particular category is not achievable, a detailed explanation must be provided.

Main Category	Local Content Provided (Yes/No)	If Yes, indicate the percentage commitment in each year								
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	AVERAGE
NCEMS System Hardware										
NCEMS System - Software										
Network Hardware –										
Operating System Software –										
Database										
System Environment										

PROBITY

Category	
PROBITY	
9.9.5 General Requirements	

9.9.5.1 This section focuses on ethical and governance issues that Bidders, their Associates, key employees and/ or key contractors have to comply with to demonstrate to the NGB that they are fit and proper persons to be involved in the running of the NCEMS.

9.9.5.2 In terms of section 27 (2) of the NGA, the NGB may contract with any person to supply goods or services required to establish and maintain the NCEMS, provided that such a person is not disqualified to do so in terms of section 50 of the NGA. This entails, amongst others, that such a person must:

9.9.5.2.1 not be an Office Bearer or a Political Office Bearer;

9.9.5.2.2 not have been removed from an office of trust on account of misconduct relating to fraud or the misappropriation of money; and

9.9.5.2.3 not have been convicted during the previous ten (10) years of theft, fraud, forgery or uttering a forged document, perjury or an offence under the Prevention and Combatting of Corrupt Activities Act, 2004 or the NGA or any applicable Provincial Law.

9.9.5.3 Bidders are to submit all information required in terms of this section.

Category	
PROBITY	
9.9.6 General Company Information	

9.9.6.1 Contact Details

The following company specific information relating to the Bidder must be provided:

9.9.6.1.1 Company name, address, telephone, and e-mail addresses.

9.9.6.1.2 Details of the contact person (address, telephone, and e-mail addresses).

9.9.6.1.3 Name and location within South Africa of major offices, plant and other facilities that relate to the Bidder's performance under the RFP.

9.9.6.1.4 Names, physical and postal addresses, telephone, and e-mail addresses of all sub-contractors. In addition, the role and functions of these sub-contractors shall be stated.

9.9.6.2 Company Registration Details

Bidders are required to provide proof and registration of the entity and the details of each legal entity in their structure, including:

9.9.6.2.1 The date when and place where the company was registered;

9.9.6.2.2 The company registration number;

9.9.6.2.3 The company registration certificate; and

9.9.6.2.4 The address of the registered office.

9.9.6.3 Shareholders and Other Stakeholders

Bidders are required to provide the following:

9.9.6.3.1 A list of names and the addresses (physical and postal) of all shareholders and other persons or entities who are or who are intended to be shareholders or stakeholders or key contractors in relation to the Bid, and the size and nature of their interest in the Bidder.

9.9.6.3.2 Details of each person with an interest in the Service Provider in excess of five percent (5%). Details of their most recent audited financial results (i.e. turnover, net profit before and after taxation), number of salaried and waged employees, previously disadvantaged individuals employed and other information that might influence and/or have a bearing on the evaluation process.

9.9.6.3.3 All parties submitting information in terms of the above clauses must provide company and personal release authorisation forms to allow current and on-going probity checks.

9.9.6.3.4 Bidders must indicate if any function relating to the NCEMS would be outsourced or that any contractors or technical partners would be used. Justification for outsourcing and/or the use of sub-contractors must be stated as well as details of their skills and experience.

9.9.6.3.5 Same details as is requested for shareholders should be submitted for sub-contractors and technical partners. For purposes of this submission, only sub-contractors who will play a role in “mission critical” aspects of the implementation and operation of the NCEMS need to supply the requested information.

9.9.6.3.6 For the purposes of the RFP only, probity details must be limited to sub-contractors and technical partners. Details need only be given in relation to contracts that are expected to be in excess of R1,000,000 (one million rand) per annum.

9.9.6.3.7 The NGB may at its discretion, request copies of any contracts. Bidders must specifically provide:

9.9.6.3.7.1 The names and addresses of contractors, sub-contractors or technical partners who will supply goods or services in connection with the NCEMS, together with appropriate forms of declaration and authority and waiver in the form specified.

9.9.6.3.7.2 Information regarding the nature of legal arrangements and responsibilities between the Bidders and any such contractors, sub-contractors or technical partners.

9.9.6.3.7.3A description of the nature of the planned activities of such contractors, sub-contractors and technical partners as defined in the Provisional Service Contract Level.

9.9.6.3.7.4 Names and addresses of all persons who are connected parties in relation to such contractors, sub-contractors and technical partners.

9.9.6.3.7.5 Details of a management and monitoring tool which Bidders would use to ensure monitoring of their contractual responsibilities regarding functions of the NCEMS that may be outsourced.

9.9.6.3.7.6 Should the Successful Bidder wish to add or change a sub-contractor or technical partner post bid award or during the course of the contract, such amendment will be subject to the review and approval of the NGB. Such sub-contractor or technical partner shall be subject to the conditions of all provisions set out in this RFP, Provisional Service Level Contract and Final Service Level Contract.

9.9.6.4 Directors and Key Employees

Bidders must provide the following:

9.9.6.4.1 A list of the directors, proposed directors and Key Employees of the Bidder. Bidders must notify the NGB within ten (10) working days of any changes in the identity of their directors or Key Employees or of any material changes in their circumstances (e.g. conviction for a criminal offence), should this change arise before the finalisation of this Bidding process.

9.9.6.4.2 Short *curriculum vitae* for each individual must also be supplied, focusing in particular on the qualifications that make these individuals key to the on-going success of the NCEMS.

9.9.6.4.3 Details of financial interest of the contractors, technical partners and consultants in the Bidding company.

9.9.6.4.4 Personal release authorisation forms to allow current and on-going probity checks.

9.9.6.4.5 Personal declaration forms.

9.9.6.5 Legal Structure

9.9.6.5.1 Bidders are required to provide details of the legal structure and proof of the legal status of its group of companies, including any subsidiaries. Bidders must provide details of their proposed activities and responsibilities in operating the NCEMS.

9.9.6.5.2 Bidders must also provide details of the corporate and legal relationships that will apply between the Bidder as a Service Provider and any proposed trustee or trust; any manufacturer or supplier of Limited Pay-Out Machines or proposed manufacturer or supplier of Limited Pay-Out Machines; other stakeholders and others involved in the operation of the games or the development of products or software applicable to the operation of Limited Pay-Out Machines or the NCEMS. In the absence of such relationships, a sworn declaration to that extent must be submitted.

9.9.6.5.3 In addition, Bidders must supply a certified copy of all relevant Memoranda of Incorporation and Shareholder Agreements governing the above legal structure.

Category	
PROBITY	
9.9.7 Bidder Credentials	

9.9.7.1 Bidders must demonstrate their suitability and experience in providing an NCEMS solution according to specifications set out in this RFP.

9.9.7.2 The Successful Bidder should remain the main supplier for the provision of the system software development and the provision of the SDL development and supply of SDLs.

Category	
PROBITY	
9.9.8 Client References	

9.9.8.1 Ten (10) years proven track record of the Bidder, with reference to supplying, installation, commissioning, operating, managing and maintaining a gambling electronic monitoring system, substantiated by at least five (5) reference letters provided during the last ten (10) years:

9.9.8.1.1 at least four (4) reference letters for which similar services have been implemented; and

9.9.8.1.2 at least one (1) Letter of Certification by a regulatory body for similar services.

9.9.8.2 The reference letters shall include at least the following information for each project undertaken:

9.9.8.2.1 Entity name;

9.9.8.2.2 Contact name and telephone number;

9.9.8.2.3 Date when service was rendered;

9.9.8.2.4 Description of service (Reference letter must specify which of the specific services were being rendered and if rendered satisfactory)

9.9.8.2.5 Duration of the project;

9.9.8.2.6 Reference Sites or Projects; and

9.9.8.2.7 Contract price.

9.9.8.3 In addition to the above, shareholders, directors, management, Key Employees, technical partners and sub-contractors are also required to submit the above information, with the exception of 9.9.8.1.2.

Category	
PROBITY	
9.9.9 Details of Bankers, Auditors, Legal Advisors and Consultants	

9.9.9.1 Bidders must provide the names and addresses of their auditors, legal advisors, consultants, principal bankers and any other expert advisors

engaged to provide assistance in the supply, installation, commissioning, operation, management and maintenance of the NCEMS.

- 9.9.9.2 Bidders must provide names of the employees assigned as their auditors, legal advisors, consultants, and any other expert advisors engaged to provide assistance in the supply, installation, commissioning, operation, management and maintenance of the NCEMS.

Category	
PROBITY	
9.9.10 Financing Structure and Bank Facilities	

- 9.9.10.1 Bidders must demonstrate and provide adequate proof and information regarding their ability to finance the NCEMS.

- 9.9.10.2 Credit history and credit rating of the Bidder must be provided by the Bidder.

Category	
PROBITY	
9.9.11 Repatriation of Funds	

- 9.9.11.1 Bidders must indicate their intention, if any, to repatriate profits out of the RSA to parent or holding companies, sub-contractors and the extent of their intention to re-invest profits in the RSA.

- 9.9.11.2 Bidders must further provide details of all contractual arrangements they have, that may impact on contractual obligations.

TECHNOLOGY AND INFRASTRUCTURE

This section relating to Technology and Infrastructure must be read in conjunction with Annexure D – Technical Evaluation Guidelines

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.12 System Environment	

9.9.12.1 Introduction

9.9.12.1.1 The solution required for NCEMS is based on a ‘Turnkey’ approach. Bidders must demonstrate their capability of delivering an NCEMS solution by providing references which the evaluation team can use to verify the successful implementation of an NCEMS or similar service, including organisations and individuals to be contacted. Bidders will be required to do a simulated demonstration of their proposed NCEMS solution.

9.9.12.1.2 Descriptions of the existing environment, systems and infrastructure must be clearly indicated within the appropriate sections.

9.9.12.1.3 The SANS 1718 Series of standards relating to LPM monitoring and control system must be the minimum technical standard compatible with the NCEMS in addition to the requirements of this document prior to the final acceptance of the NCEMS by the NGB.

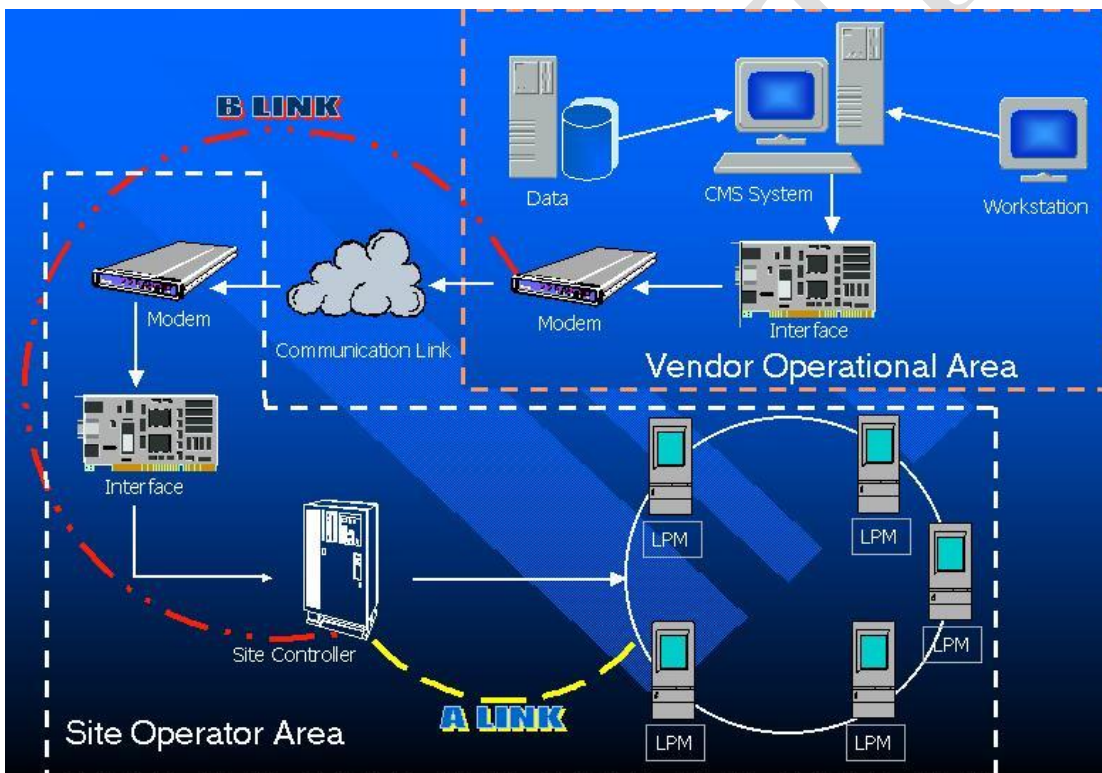
9.9.12.2 The logical view of the NCEMS

9.9.12.2.1 The logical view of the NCEMS is indicated in Diagram 1 below. Particular attention must be paid to the communications protocols required. Link A, (the connection between the Limited Pay-Out Machine and the SDL) must

use the SAS or ZAP protocol. Should the NCEMS Operator use any protocol that is currently not supported by the industry, it shall be the responsibility of the NCEMS Operator and at the NCEMS Operators own cost, to ensure that the Limited Pay-Out Machines currently installed connect to the SDL developed by the NCEMS Operator.

9.9.12.3 The protocol to be applied by the new NCEMS Operator must ensure uninterrupted, continued and seamless operation of Limited Pay-Out Machines.

Diagram 1: Logical view of the NCEMS



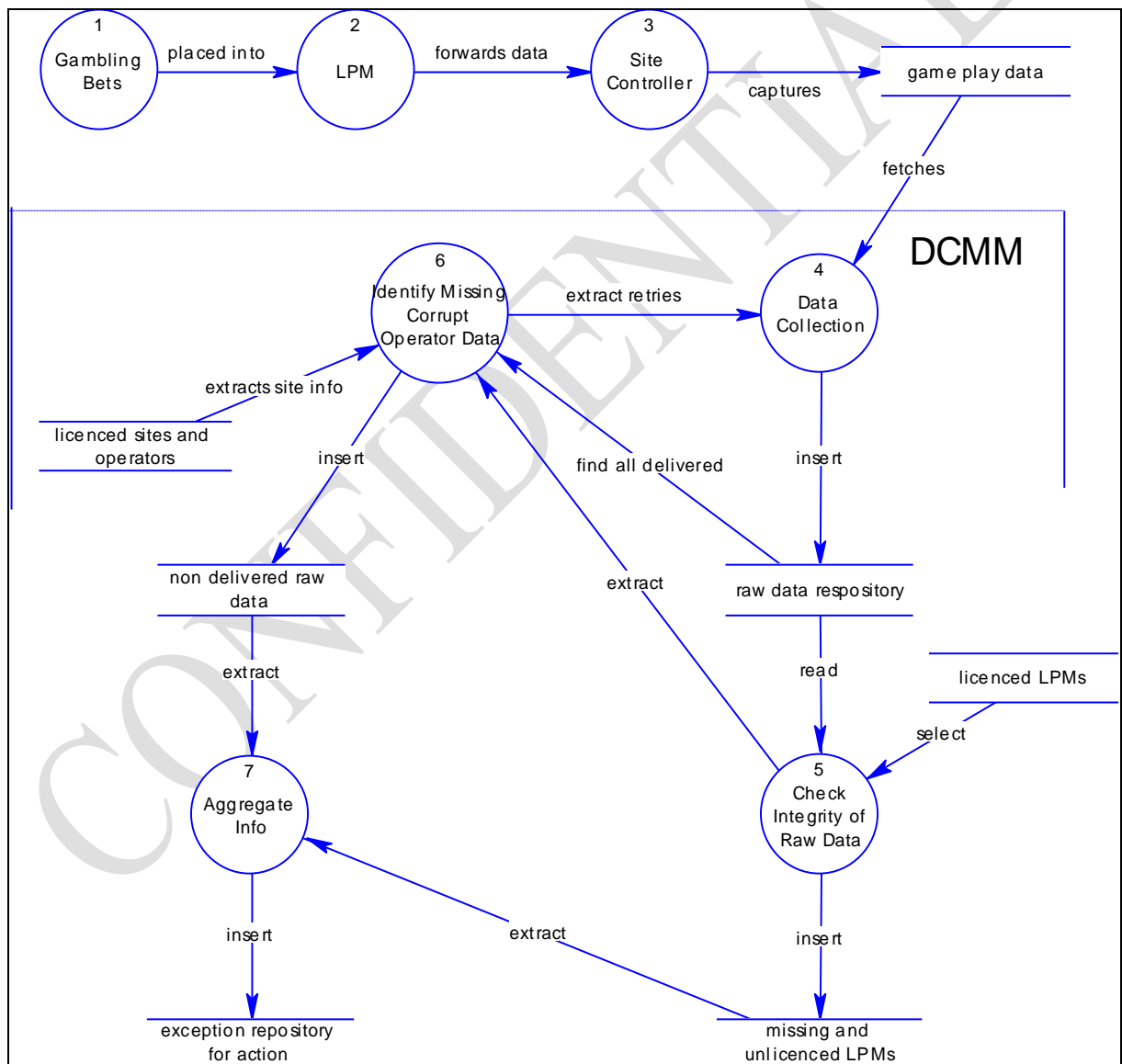
9.9.12.4 Data Collection and Management Monitor (DCMM)

9.9.12.4.1 The SO and ISOs Limited Pay-Out Machines are linked via a network to the DCMM. The Limited Pay-Out Machines and SDLs produce data on a regular basis which is collected, managed and monitored by the DCMM.

9.9.12.4.2 The DCMM collates, prepares and introduces the data into the Management and Monitoring System. The data in the Management and Monitoring System is logically segmented into national and provincial partitions, thus provincial data is only visible to an authorised official from the corresponding PLA.

9.9.12.4.3 The DCMM process is illustrated in Diagram 2 below.

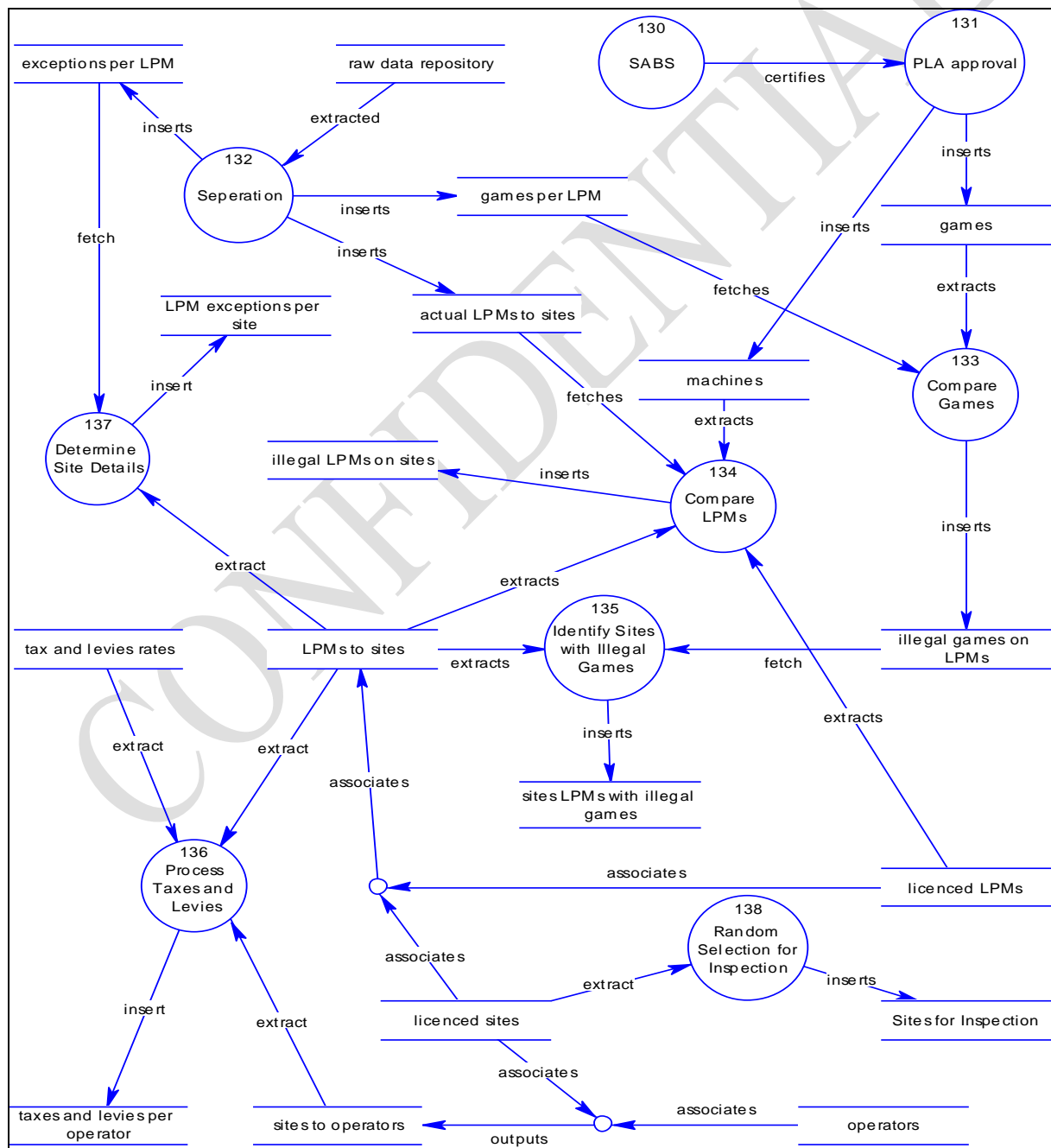
Diagram 2: DCMM Process



9.9.12.5 Management and Monitoring System

9.9.12.5.1 The Management and Monitoring System produces the appropriate reports, (based on the access rights), for the NGB and the PLAs. The following diagram, **Diagram 3**, illustrates the Management and Monitoring System processes:

Diagram 3: Illustrates the Management and Monitoring System processes



9.9.12.6 **Management Information System (MIS)**

- 9.9.12.6.1 The MIS interrogates the data and provides operational management reports. These reports are visible to persons authorised at the ROs and the NCEMS Operator. The appropriate data can be fed to the SOs from the corresponding ROs and the NCEMS Operator will disseminate the appropriate data to the ISOs.
- 9.9.12.6.2 The base data entering the DCMM is to be retained and protected so as to ensure data integrity and an appropriate audit trail.
- 9.9.12.6.3 In the event the Bidder elects to have a Bureau service then the NCEMS Operator is deemed to be the Bureau.

9.9.12.7 **Communications Infrastructure:**

- 9.9.12.7.1 The NCEMS must provide for the following situations:
 - 9.9.12.7.1.1 The NCEMS must be accessible to the PLAs via either an Internet connection or a point-to-point connection.
 - 9.9.12.7.1.2 The ROs should have access to the appropriate systems at the NCEMS via a leased line to the Internet or ISP dial-up.
 - 9.9.12.7.1.3 The Site must deliver the data to the NCEMS via a leased line to the Internet or ISP dial-up.
 - 9.9.12.7.1.4 The NCEMS should initiate a dial-up communications mechanism or dedicated point-to-point connection to obtain the data on a regular basis.
 - 9.9.12.7.1.5 The above section describes the lowest common denominator in terms of communication infrastructure required to

support the NCEMS. The Bidders may consider any other communication alternatives, but must clearly indicate how they would ensure that the proposed communication technology does not create a barrier to entry for any of the stakeholders.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.13 System Requirements	

- 9.9.13.1 The system requirements of the NCEMS are divided into two (2) sections:
 - 9.9.13.1.1 Core requirements.
 - 9.9.13.1.2 Value-Added Services.
- 9.9.13.2 The Core requirements are the minimum set of requirements with which the system has to comply with. Value-added services are indirectly linked with the NCEMS, but are not required in order to ensure the effective running of the NCEMS.
- 9.9.13.3 The Bidders should indicate all core functionality and distinguish between value added functionality.
- 9.9.13.4 It is the responsibility of the NCEMS Operator to ensure that all the relevant data is communicated from the Limited Pay-Out Machines to the NCEMS.
- 9.9.13.5 The NGB reserves the right to accept the whole or part of any Bid.

9.9.13.5.1 **Core requirements**

- 9.9.13.5.1.1 The Bidders must clearly indicate how information would only be accessible to the authorised individuals (for instance, each PLA must only see its province's information).

9.9.13.5.1.2 Bidders must indicate whether all reports produced will be compatible to Microsoft Office products.

9.9.13.5.1.3 Limited Pay-Out Machine and site data logger Lifecycle Management System.

9.9.13.5.1.4 Remote Management and Maintenance of LPMs. The use of mobile applications to facilitate the management and maintenance of LPMs to improve operational efficiencies.

9.9.13.5.1.5 DCMM

NGB and PLA's	<p>The NCEMS must have the functionality that allows the NGB and PLAs to:</p> <ul style="list-style-type: none"> • disable and enable the Limited Pay-Out Machines. • Identify data collection failures / recovery statistics. • Identify all missing data. • Identify violations of return to player (RTP) rate as a percentage of performance. • Identify missing and unlicensed Limited Pay-Out Machines.
Other	<p>The NCEMS must have the functionality that allows:</p> <ul style="list-style-type: none"> • Capturing of NRCS certification of machines and games. • All other factors indicated in the specifications.

9.9.13.5.1.6 MMS

NGB and PLA's	<p>The NCEMS must allow the NGB and PLAs to generate the following reports:</p> <ul style="list-style-type: none"> • Total Revenue generated by Limited Pay-Out Machines (market size definition). • Total number of bets placed.
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	<ul style="list-style-type: none"> • Total value of bets placed. • Gross and Net revenue earned by the industry. • Calculation of taxes and levies. • Return to player (RTP) rate (percentage). • Total number of Limited Pay-Out Machine exceptions by type. • Breakdown of taxes and levies payable by the ROs and the ISOs. • Limited Pay-Out Machine exceptions statistics. • Limited Pay-Out Machine exceptions and Site details. • Illegal Limited Pay-Out Machines statistics. • Details of illegal Limited Pay-Out Machines and Site details. • Illegal game statistics. • Details of illegal games on Limited Pay-Out Machines and Site details. • Generate selected appropriate audit material.
Other	<p>The NCEMS must allow the NGB and PLAs to generate the following reports:</p> <ul style="list-style-type: none"> • Details of machines certified by NRCS. • Details of machines approved by PLA's. • All other factors indicated in the specifications.

9.9.13.5.1.7 MIS Requirements

Limited Pay-Out Machine Industry	<p>The NCEMS must allow the ROs and ISOs to perform the following:</p> <ul style="list-style-type: none"> • View approved Limited Pay-Out Machine types. • View approved games and game versions. • View installed Limited Pay-Out Machine configurations. • Adjust Limited Pay-Out Machine operating hours.
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	<ul style="list-style-type: none"> • Notify and withdraw Limited Pay-Out Machines for maintenance or repairs. • View the Limited Pay-Out Machines associated to a Site. • View Site Operator basic information. • Change basic Site information. • Change Operator information. • Report on all events and exceptions. • View Sites associated to a Site Operator. • View report on illegal activities (Limited Pay-Out Machines, games, etc.) • View the applied rate of taxes and levies per province. • View period based applied taxes and levies. • Make accounting adjustments. • Make adjusted or missed meter readings. • View detailed financial reporting per Limited Pay-Out Machine or Site or game or combination. Full detailed event reporting per Limited Pay-Out Machine or Site. • Extract detailed information for importation. • View FICA requirements and Anti Money Laundering measures • View gross and Net revenue earned by Site/ Limited Pay-Out Machine. • View Return to player rate (RTP) (percentage) per Limited Pay-Out Machine and per game. • All other factors indicated in the specifications.
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9.9.13.5.2 **Value Added Services**

9.9.13.5.2.1 Value-Added Services may be offered such as:

9.9.13.5.2.1.1 National Inspectorate Management System.

9.9.13.5.2.1.2 Provincial Inspectorate Management System.

9.9.13.5.2.1.3 Gambling Licenses Management System.

9.9.13.5.2.2 The abovementioned value added options must be tabled to the NGB and the NCEMS Management Committee (NMC) for approval through the NCEMS Operations and Change Management Committee (NOCMC).

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.14 Support Services	

9.9.14.1 Bidders must indicate the nature, extent and implementation of their support services to the NGB, PLAs, ROs, SOs and ISOs.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.15 Operational Requirements	

9.9.15.1 Bidders are required to outline the facilities, resources that are required to ensure a 24 hour per day NCEMS service and 7 days a week service. Describe, in detail, the procedures to be conducted in the event of a crisis to ensure business continuity.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.16 Backup and Recovery	

9.9.16.1 Supply the disaster recovery plan that is to be instituted together with the appropriate procedures. Indicate clearly the frequency that the disaster recovery plan is to be reviewed and tested.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.17 Business Continuity	

9.9.17.1 Describe the strategy employed to ensure business continuity at the SO and the ISO. Outline the guaranteed time-scale for remedy or turn-around of the Site-controller (this has a direct impact on the revenue earned by the RO, SO, and ISO). In addition, describe the processes and procedures that are to support the business continuity strategy.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.18 Operating Procedures	

9.9.18.1 Provide the details of the scope of the operating procedures that exist or that would be implemented.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.19 Change Management	

9.9.19.1 Bidders must demonstrate in detail, the Change Management process and procedures that would be employed and how they would apply to the Project and Operational Management.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.20 Audit Trail	

- 9.9.20.1 Bidders must demonstrate in detail, the audit mechanisms that would be employed for all components of the NCEMS to ensure data and system integrity.
- 9.9.20.2 Bidders must indicate what checkpoints (applicable to project implementation, management, operating systems, databases etc.) are inherently built into the system.
- 9.9.20.3 Bidders must describe how access to these mechanisms is to be facilitated for the purpose of auditing and reporting.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.21 System Maintenance	

- 9.9.21.1 Bidders must describe how the maintenance of all system components would be facilitated considering the fact that the NCEMS is operated nationally. In addition, Bidders must outline the infrastructure and support that are required to ensure the continuity of the maintenance of the NCEMS.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.22 SDL	

- 9.9.22.1 **Distribution, Deployment and Installation**
 - 9.9.22.1.1 Bidders must describe the mechanisms of national distribution, deployment and installation of the SDLs, and further describe in detail, the processes and procedures that would be employed.

9.9.22.2 **SDLs Lifecycle Management**

9.9.22.2.1 Bidders must describe the lifecycle management from acquisition to disposal of the SDLs, ensuring the optimum integrity. Bidders must also indicate the processes, procedures and checkpoints that support this issue.

9.9.22.3 **Site Data Storage**

9.9.22.3.1 Bidders must provide details of a complete breakdown of all SDL components showing the type, size, configuration and number. (It is specified that the SDLs must have the necessary data storage capacity to store up to seventy two (72) hours of data. The SDLs must automatically disable all Limited Pay-Out Machines connected to it if the seventy two (72) hours are exceeded. Every time when the SDL successfully transmits its data to the NCEMS server, data storage can be erased to make space for new data (and the cycle of three (3) days starts all over again).

9.9.22.3.2 Bidders must outline the number of spares and the time period for the undertaking of support and continuity of the SDLs as well as details of the construction of operation of the SDLs.

9.9.22.3.3 Bidders must further supply standard equipment specifications.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.23 Communications	

9.9.23.1 **Deployment and Installation**

Bidders must:

- 9.9.23.1.1 Explain how the communications are to be deployed for the SO and ISO Sites. This entails the processes and procedures that are applicable to the deployment.
- 9.9.23.1.2 Distinguish clearly between primary communication channels and secondary channels that are used when the primary communications channel is inoperative or redundant.
- 9.9.23.1.3 Describe the infrastructure and support mechanisms that are to be used for SO and ISO Site communications.
- 9.9.23.1.4 Address the appropriateness and cost-effectiveness of technology for rural and deep-rural Sites. (Attention is drawn to the description of the distribution of the SO and ISO Sites, as the Sites are nationwide).
- 9.9.23.1.5 Describe in detail, the plan to ensure long-term sustainability of this aspect of the system. (This is recognised by the NGB to be the single biggest potential system risk, due to the critical nature of this support function).
- 9.9.23.1.6 Describe how the risk is to be managed to the satisfaction of the NGB.

9.9.23.2 **Alternative Routes (Physical and Logical)**

- 9.9.23.2.1 Bidders must describe how they have made provision to ensure reliability and assurance of the communications networking terms of alternate routing, alternative circuits, network recovery, redundancy, etc. (This is to assure twenty four (24) hours a day and seven (7) days a week connectivity).
- 9.9.23.2.2 Bidders must provide a network diagram clearly describing the design of alternative routes that has to be supplied.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.24 Violation Alerts (system, network, operational and end-user)	

9.9.24.1 Bidders must describe all processes, procedures and reporting applicable to violations or intrusions within the system and its components.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.25 Documents	

9.9.25.1 Bidders must provide documentation that are:

9.9.25.1.1 ISO 9001 compliant and capable of providing an audit trail.

9.9.25.1.2 Stored in a repository where standard business continuity and sustainability plans apply.

9.9.25.1.3 System Description

The Bidder must supply detailed information on the issues as contained in 9.8.27 to 9.8.50 below, based on the maximum number of Limited Pay-Out Machines in the RSA (i.e. fifty thousand (50 000) Limited Pay-Out Machines), taking into consideration that the general number of Limited Pay-Out machines per Site is five (5) or more but not exceeding forty (40) in number.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.26 Hardware	

9.9.26.1 Bidders must supply:

9.9.26.1.1 All hardware showing the type, size, configuration and number.

9.9.26.1.2 Hardware requirements per entity (i.e. NGB, PLAs, Inspectorates, ROs, SOs and ISOs).

9.9.26.1.3 Standard equipment specifications.

9.9.26.2 Site Information

9.9.26.2.1 Bidders must describe the location of the NCEMS and the Network Management Centre as well as all environmental factors such as power supply redundancy, air-conditioning, security, CCTV or any other services, to be submitted.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.27 Communication Standards	

9.9.27.1 The Bidders must describe the configuration of the SDL in a logical and material sense. The NGB limits the communications protocol between the Limited Pay-Out Machines and the SDL to SAS or ZAP.

9.9.27.2 Should the NCEMS Operator choose to use any protocol that is not supported by the industry; it shall be the responsibility of the NCEMS Operator to ensure that the Limited Pay-Out Machines currently installed connects to the protocol developed by the NCEMS Operator, at the cost of the NCEMS Operator.

9.9.27.3 The communication between the SDL and the Limited Pay-Out Machines must be encrypted.

9.9.27.4 Bidders need to supply details of the mechanisms to ensure that the correct configurations, in accordance with the relevant SANS 1718 standards, have been supplied.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.28 Software	

9.9.28.1 Bidders must indicate the mechanism, if provided, to access the SDLs to facilitate the software updating whilst complying with the relevant SANS 1718 standards. This incorporates the SDL as well as the protocol suite used for the Link A and Link B as indicated in Diagram 1 above.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.29 Networks	

9.9.29.1 Bidders must:

9.9.29.1.1 Supply a complete breakdown of all network components, showing the type, size, configuration and number.

9.9.29.1.2 Outline network plan encompassing the LANs and WANs. (This will indicate clearly how the NGB, PLAs, Inspectorates, ROs, SOs and ISOs will gain access to the functionality and data. Redundancy is a strong aspect).

9.9.29.1.3 Outline the performance characteristics of the solution offered.

9.9.29.1.4 Supply standard equipment specifications.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.30 Network Management	

9.9.30.1 Bidders must indicate:

9.9.30.1.1 The network management and diagnostic tools that would be employed. (This is to encompass node management, SDLs,

intrusion detection, failure signalling, fault finding and any other network management components).

- 9.9.30.1.2 A breakdown of components (the type, version and number used) in the network management is required.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.31 System Software	

- 9.9.31.1 A breakdown of all software must be submitted showing the version number and licensing requirements.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.32 Databases	

- 9.9.32.1 A breakdown of all databases must be submitted showing the version number and licensing requirements.
- 9.9.32.2 Bidders must provide detailed information regarding the techniques that will be implemented to ensure data privacy (i.e. encryption etc.).

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.33 Analytical Tools	

- 9.9.33.1 Bidders must:
 - 9.9.33.1.1 Give details of any analytical tools supplied (to facilitate ad-hoc querying and reporting by the NGB, PLAs, Inspectorates, ROs and ISOs).
 - 9.9.33.1.2 Indicate the type of tool, version number and licensing requirements.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.34 Bids and Bid Development Environment	

9.9.34.1 Bidders must:

- 9.9.34.1.1 Provide details of any Bids and Bid development environment that are required.
- 9.9.34.1.2 Indicate the type of Bid and Bid development environment, version number, number of licenses and licensing requirements.
- 9.9.34.1.3 Provide detailed information regarding standards, development methodologies as well as the techniques that will be implemented to ensure data privacy (i.e. encryption etc.).

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.35 Software Packages	

9.9.35.1 Should the Bidders be supplying package/s, this must be clearly indicated in terms of type, version number and number of licenses as well as detailed information regarding the techniques that will be implemented to ensure data privacy (i.e. encryption, etc.).

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.36 Internal Operating Procedures	

9.9.36.1 Bidders must submit all appropriate internal operating procedures applicable to all technical aspects of the scope of work, ranging from the SDLs to the NCEMS.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.37 Certification	

9.9.37.1 Bidders must:

9.9.37.1.1 Indicate what migration strategies will be in place to provide for changes in the standards.

9.9.37.1.2 Describe the migration process to ensure the highest system and data integrity.

9.9.37.1.3 Indicate realistic timelines in their implementation plan, for the certification of the NCEMS.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.38 Performance Management (NCEMS and Networks)	

9.9.38.1 Bidders must outline in detail what tools are to be employed specifically for performance management in terms of the NCEMS and the networks as well as the type of performance management tools, version number, number of licenses and licensing requirements.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.39 Integration	

9.9.39.1 Bidders must:

9.9.39.1.1 Outline the integration strategy to be employed in this project by outlining how the various components of the system interact with each other and how these components would be tested and deployed.

9.9.39.1.2 Include the conceptual integration architecture.

- 9.9.39.1.3 Indicate how the integration influences the method of implementation and deployment.
- 9.9.39.1.4 State the risks involved in integration.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.40 Transition	

- 9.9.40.1 Bidders must submit a draft transitional plan
 - 9.9.40.1.1 Should there be a possibility of relocating the NCEMS, the plan must demonstrate a seamless and uninterrupted transfer of services.
 - 9.9.40.1.2 Which will cater for the transfer of service to another NCEMS Operator which should include:
 - 9.9.40.1.2.1 Full change management history.
 - 9.9.40.1.2.2 Help desk data.
 - 9.9.40.1.2.3 Cataloguing of all data used to providing the service.
 - 9.9.40.1.2.4 How the Bidder intends to participate with software suppliers and other relevant critical service providers to transfer support services to the new NCEMS service provider.
 - 9.9.40.1.2.5 Training program to the new employees or subcontractors of the new NCEMS Operator.
 - 9.9.40.1.2.6 Decommissioning of all relevant telecommunication links, infrastructure and relevant hardware.
 - 9.9.40.1.2.7 Mechanisms of handing over all archive copies of the data to the new NCEMS Operator.

9.9.40.2 Bidders must note that at the beginning of year six (6) of the contract, the Successful Bidder appointed as the NCEMS Operator must submit a proposal for the valuation of the NCEMS at fair market value at the end of the contract to the NGB. Such valuation must be premised on latest technologies available at the time. The NCEMS Operator will bear the costs associated with the valuation that will be conducted.

9.9.40.3 The proposal for the valuation of the NCEMS should include all relevant:

- 9.9.40.3.1 infrastructure,
- 9.9.40.3.2 equipment,
- 9.9.40.3.3 hardware and software
- 9.9.40.3.4 intellectual property of the system

which will be essential to ensure the effective and efficient on-going operation and maintenance of the system used to provide the NCEMS services.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.41 Information Distribution to NGB, PLAs, ROs, SOs and ISO's	

9.9.41.1 Bidders must:

- 9.9.41.1.1 Describe how the information is to be distributed to the various parties.
- 9.9.41.1.2 Include appropriate network infrastructure diagrams, including the terminating devices (PCs, etc.).
- 9.9.41.1.3 Explain the distribution standards case by case (NGB then PLAs, then ROs, then SOs and then ISOs).
- 9.9.41.1.4 Include WAN infrastructure to facilitate connectivity to the NGB and each of the PLAs offices. In addition, the supply must include three (3) suitable network enabled personal computers at the NGB and at each and every PLAs office.

This equipment must have the suitable client software, which is required to facilitate interaction with the NCEMS.

- 9.9.41.1.5 As part of the NCEMS operations, the Bidders shall bear the operational cost of the WAN.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.42 Termination Interface Specification (Physical and Logical)	

9.9.42.1 Bidders must:

- 9.9.42.1.1 Determine the scope termination point of supply which indicates where the Bidders’ responsibility ends in respect of the extent of the network. (The SDL or PC at the NGB, etc.)
- 9.9.42.1.2 Describe the conditions that apply in the usage by the other identified parties (other than the Bidders). This is to avoid conflict of interests of usage (general or otherwise) by all parties.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.43 Asset Register	

9.9.43.1 Bidders must supply detailed documents showing a breakdown of all items pertaining to the assets (detailed asset register including serial numbers/ licensing) as implemented, during commissioning are to be supplied by the Bidders.

9.9.43.2 The asset register must be compliant to section 21 of the NGA.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.44 Testing	

9.9.44.1 Bidders must supply details with respect to the testing methodology and procedures to be followed during the implementation/ development. This should include all forms of testing i.e. unit testing, system testing, integration testing and site testing. The Bidders also need to indicate how user acceptance testing by the NGB, SANS 1718 compliance testing and subsequent approvals will be facilitated.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.45 Logical and Physical Security	

- 9.9.45.1 Bidders must:
- 9.9.45.1.1 Supply the scope of enforced logical and physical security that is to be applied to the NCEMS network, SDL and any other equipment to be employed in the system environment.
 - 9.9.45.1.2 Indicate all checkpoints applicable to the different levels of security and provide an audit trail that is accessible to the appropriate parties.
 - 9.9.45.1.3 Provide details of what tools are to be employed specifically for logical and physical security in terms of the NCEMS network, SDL and any other equipment to be employed in the system environment.
 - 9.9.45.1.4 Indicate the type of Logical and Physical Security tools, version number, number of licenses and licensing requirements.
 - 9.9.45.1.5 Include the physical access control mechanisms, policies and procedures to the various components of the NCEMS.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.46 Proofing against Physical Tampering	

9.9.46.1 Bidders must outline the physical mechanism preventing physical tampering and the detection of the violation of the SDLs integrity.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.47 Training, Skills Development and Skills Transfer	

9.9.47.1 Staff of the NGB and PLAs

9.9.47.1.1 Bidders must describe the training programmes that would be offered on the new systems and must also indicate resources required, the training locations and any prerequisite knowledge.

9.9.47.1.2 Bidders must produce and supply all training material.

9.9.47.1.3 The Successful Bidder must provide training over the duration of the contract and provide bi-annual reports on the impact of training to the NGB.

9.9.47.2 Staff of the Route Operators and Independent Site Operators

9.9.47.2.1 Bidders must describe the training programmes that are to be offered on the new systems and must also indicate resources required, the training locations and any prerequisite knowledge.

9.9.47.2.2 Bidders must produce and supply all training material.

9.9.47.2.3 The Successful Bidder must provide training over the duration of the contract and provide bi-annual reports on the impact of training to the NGB.

- 9.9.47.3 A certificate for attendance must be issued for training courses.
- 9.9.47.4 All training material developed for the purposes of the NCEMS service will be the exclusive property of the NGB, intellectual or otherwise.
- 9.9.47.5 Skills development and transfer
 - 9.9.47.5.1 Bidders must demonstrate how they will develop and transfer skills to the NGB staff by providing a skills development and transfer plan.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.48 Bureau Services	

(Note: Bidders may elect not to have a Bureau service but they must demonstrate how they would provide all the necessary services that must be provided by the bureau. At a minimum the Bidder must supply complete player monitoring hardware and software at their cost for each LPM as part of their proposal. The NCEMS must allow regulators to enable players to be registered before engaging in gambling activities.)

- 9.9.48.1 In alignment with the Government and the NGBs aspirations to ensure growth within the B-BBEE and SMME sectors, Bidders must provide details of the scope of services and commitment to the B-BBEE and SMME that must be provided by the bureau component.
- 9.9.48.2 Should the NCEMS Operator use a bureau the following must be demonstrated:
 - 9.9.48.2.1 That the bureau, provides management and industry expertise as well as facilitate equipment, expertise and technical support to the ISO.
 - 9.9.48.2.2 That the primary function of the bureau is to assist B-BBEEs, SMMEs and others to enter the industry (i.e. facilitating of

licensing, probity, etc.) as ISOs and provide assistance and training for the usage of the MIS as provided in the NCEMS as well as being the agency for the collection of taxes and levies that are due from these ISOs.

- 9.9.48.2.3 That the bureau monitors the performance of the ISOs and reports back to the NGB.
- 9.9.48.2.4 That the bureau may not provide the Limited Pay-Out Machines, systems or infrastructure to the ISOs but may assist the ISOs in making the appropriate selection.
- 9.9.48.2.5 That the bureau functionality in respect of the MIS is similar to ROs but has the focus of the ISOs as independent businesses and not as a business in its own right.
- 9.9.48.2.6 That there is a written contract between the Bidders and the bureau as well as between the bureau and the various ISOs wherein the parties' responsibilities are clearly outlined.

Category	
TECHNOLOGY AND INFRASTRUCTURE	
9.9.49 System Architecture	

9.9.49.1 System Architecture

- 9.9.49.1.1 Bidders must provide a complete schematic overview of the system architecture showing hardware, software, networks, protocols, databases etc.
- 9.9.49.1.2 Bidders must outline the number of spares and the time period for the undertaking of support and continuity of the SDL as well as details of the construction of the operation of the SDL.
- 9.9.49.1.3 Bidders must further supply standard equipment specifications.

Category	
BUSINESS PLAN	
9.9.50 Financial Viability	

9.9.50.1 Introduction

9.9.50.1.1 Bidders are required to submit financial statements (Income Statement, Balance Sheet and Cash Flow statement) along with financial projections for the duration of the NCEMS contract.

9.9.50.1.2 Bidders must provide a NCEMS continuity and sustainability plan.

9.9.50.1.3 Bidders shall describe as clearly as possible the flexibility of their funding arrangements, including any alternative arrangements that may be available. The NGB will scrutinise arrangements that are proposed to ensure that all the contractual commitments can be met.

9.9.50.2 Financial Projections

Bidders must provide:

9.9.50.2.1 Explicit details of how they propose to fund the supply, installation, commissioning, operation, management and maintenance of the NCEMS. If funding is required from shareholders or third parties, a letter from the financial advisers must be submitted which confirms that such funding will be available.

9.9.50.2.2 Details of the equity share capital of the company both currently and following the issuing of the final contract, including:

9.9.50.2.2.1 The par/nominal value of the shares.

9.9.50.2.2.2 The number of authorised and issued shares.

- 9.9.50.2.2.3 The voting and dividend rights attached to the shares.
- 9.9.50.2.2.4 The issue price of the shares including preference shares.
- 9.9.50.2.2.5 The extent to which the issued shares are paid up.
- 9.9.50.2.3 Details of any other share capital, loan capital on bonds in issue or which will be in issue following the conclusion of the final contract, including all forms of preference shares, convertible loan stock, options or warrants.
- 9.9.50.2.4 Copies of all subscriptions, shareholders' or consortium agreements in which the Bidders have an interest or their share, loan capital, business, or business relationships or any other existing contracts that may have an impact on the NCEMS.
- 9.9.50.2.5 Copies of any guarantees (5% and more) held by or against Bidders which may have an impact on the NCEMS.
- 9.9.50.2.6 Written evidence setting out any pre-conditions or other obligations where Bidders propose to raise new share or loan capital, which is not committed under the subscriptions, shareholders' or consortium agreements disclosed in terms of this RFP (other than the borrowing facilities referred to in paragraph 9.9.50.2.8).
- 9.9.50.2.7 Certified copies of board resolutions of Bidders approving any arrangements for raising additional capital, and certified copies of minutes of the ultimate holding company of any corporate shareholders or subscribers of shares interested in or who are to subscribe for more than 5% of the Bidders shares confirming:
 - 9.9.50.2.7.1 Approval of any shareholders' agreement.
 - 9.9.50.2.7.2 The amount to be invested.
 - 9.9.50.2.7.3 The percentage of shareholding.

- 9.9.50.2.7.4 Any pre-conditions to making the investment.
- 9.9.50.2.8 Details of all borrowing facilities available to Bidders and the extent to which they are currently drawn down including, *inter alia*:
- 9.9.50.2.8.1 Overdraft facilities.
 - 9.9.50.2.8.2 Bonds.
 - 9.9.50.2.8.3 Revolving credit facilities.
 - 9.9.50.2.8.4 Term loans.
 - 9.9.50.2.8.5 Mortgage and hire purchase facilities.
 - 9.9.50.2.8.6 Finance and operating leases and any loans from any connected party in relation to participants.
- 9.9.50.2.9 With respect to each of the above, the following details are to be provided:
- 9.9.50.2.9.1 The amount and terms of all borrowing (repayment details, etc.)
 - 9.9.50.2.9.2 Any security provided and charges against company or any subsidiary assets.
 - 9.9.50.2.9.3 The names and addresses of providers of and guarantors for any of the facilities.
- 9.9.50.2.10 Audited accounts for the five (5) most recently completed financial years for the Bidders' parent company, if a subsidiary, and if not, for each qualifying direct shareholder (and where applicable their ultimate holding companies). If these are not yet available, audited accounts for the previous financial year, together with any interim financial statements for the most recent financial year must be provided. If audited accounts become available in the period prior to the signing of the final contract, the audited statements must be provided as soon as they are available.
- 9.9.50.2.11 A statement confirming the financial viability of the Bidder.

- 9.9.50.2.12 Written evidence of the Bidder's financial Bid and/or a letter of intent from the principal lenders covering the following points:
- 9.9.50.2.12.1 The amount, type and duration of the facility.
 - 9.9.50.2.12.2 The draw down schedule.
 - 9.9.50.2.12.3 The approximate costs of the facility, within an indicative range.
 - 9.9.50.2.12.4 Any security or guarantee required in support of the facility.
 - 9.9.50.2.12.5 The principal covenants required (including specific details of cover ratios).
 - 9.9.50.2.12.6 Details of any conditions precedent.
 - 9.9.50.2.12.7 The length of time required to put the facility in place, including details of any due diligence or prior obligations which would need to be met for the financing to be available.
- 9.9.50.2.13 Audited accounts for the last five (5) financial years for all principal sub- contractors. If these are not yet available, audited accounts for the previous financial year together with any interim financial statement for the most recent financial year shall be provided. If audited accounts become available in the period prior to the issuing of the final contract, the said statements shall be provided as soon as they are available.
- 9.9.50.2.14 Detailed profit and loss accounts, balance sheets and cash flow statements for the duration of the contract in the format specified. Two (2) sets of financial statements must be submitted. One set shall be “geared”, being the impact of loan capital in the capital structure, including the impact of external funds applied and the other “ungeared”, excluding the impact of any specific funding structure.

- 9.9.50.2.15 Financial projections shall be prepared on an annual basis during the subsistence of the contract and shall incorporate quarterly periods for the first three (3) financial years of the contract.
- 9.9.50.2.16 Bidders must prepare their financial projections to cover the duration of the contractual period of eight (8) years.
- 9.9.50.2.17 Forecast financial models must differentiate, by line item, as to the fixed and variable cost components of each item.
- 9.9.50.2.18 Monthly and annual costs as well as monthly and annual revenue projections must also be incorporated in the financial submission for the duration of contract. All figures must tie back to the total service cost and revenue projection.
- 9.9.50.2.19 Financial statements shall be compiled according to IFRS and in compliance with the requirements of the Companies Act. Income Statements shall be detailed “line by line”, and must include at least the following sub-totals:
- 9.9.50.2.19.1 Turnover.
 - 9.9.50.2.19.2 Direct costs.
 - 9.9.50.2.19.3 Security.
 - 9.9.50.2.19.4 Systems and telecommunications.
 - 9.9.50.2.19.5 Depreciation/amortisation.
 - 9.9.50.2.19.6 Equipment replenishment/replacement.
 - 9.9.50.2.19.7 Management salaries and other fees paid.
 - 9.9.50.2.19.8 Management fees paid to other entities.
 - 9.9.50.2.19.9 Other staff costs.
 - 9.9.50.2.19.10 Directors’ fees paid.
 - 9.9.50.2.19.11 Interest payable (geared scenario).
 - 9.9.50.2.19.12 Net profit before distribution.
 - 9.9.50.2.19.13 Dividend policy.
- 9.9.50.2.20 Summary of taxes, (levies, Assessment Rates, VAT, PAYE, Income Tax and Skill Development levy).

- 9.9.50.2.21 Indications shall be given as to the extent of sub-contractors' costs included in the above amounts as well as the method and the extent of transactions with related parties.
- 9.9.50.2.22 The financial ratios listed below must also be shown including the detailed calculation to arrive at the relevant ratio:
- 9.9.50.2.22.1 Growth indicators.
 - 9.9.50.2.22.2 Expected market penetration and volumes.
 - 9.9.50.2.22.3 Debt/Equity ratio.
 - 9.9.50.2.22.4 Other major costs as a % of turnover.
 - 9.9.50.2.22.5 Net profit before distribution as a % of turnover.
 - 9.9.50.2.22.6 Return on Capital Employed (ROCE).
 - 9.9.50.2.22.7 Any other ratio that the Bidder may believe to be relevant
- 9.9.50.2.23 Details of peak borrowing requirements and the months in which they are expected to occur in each financial period.
- 9.9.50.2.24 Details of assumptions including the following:
- 9.9.50.2.24.1 Proposed company structure.
 - 9.9.50.2.24.2 Proposed funding policies and structures.
 - 9.9.50.2.24.3 Impact of foreign exchange exposure on operations and funding structures.
 - 9.9.50.2.24.4 The cost of borrowings.
 - 9.9.50.2.24.5 Amortisation of intangible assets.
 - 9.9.50.2.24.6 Depreciation rates and methodology.
 - 9.9.50.2.24.7 Exchange rates (if applicable).
 - 9.9.50.2.24.8 Tax rates and dividend policy.
 - 9.9.50.2.24.9 Any management or other charges to or from any connected party in relation to Bidders.
 - 9.9.50.2.24.10 Contingent liabilities which are relevant to the detailed profit and loss projections (basis for assumptions for every line of the projections).
 - 9.9.50.2.24.11 Statement of accounting policies adopted.

9.9.50.2.24.12 Any other material assumptions.

9.9.50.3 Financial information must exclude Value Added Tax, other than to the extent that VAT has an impact on working capital.

9.9.50.3.1 It must be ensured that other sections of the Bid addressing issues such as systems and capital expenditure budgets correspond and can be reconciled with the financial forecasts prepared.

9.9.50.3.2 The Successful Bidder must provide the NGB with a set of audited financial statements no later than two (2) months after such information is available over the duration of the contract.

9.9.50.4 Financial Projections showing Current and Inflated Costs

9.9.50.4.1 Unless otherwise stated, financial projections requested in this RFP must be at current costs and prices that assume a stated percentage rate of inflation per annum during the subsistence of the contract.

9.9.50.5 Sensitivity Analysis

9.9.50.5.1 In preparing the financial projections referred to above, Bidders must provide a list of the business cost drivers and other assumptions about a broad range of variables. Bidders must indicate on the basis on which its sensitivity analysis has been conducted and what critical assumptions have been made. The impact of these changes must also be clearly shown and discussed to ensure that the NGB has a clear understanding as to how such changes will impact on the relationship between the NGB and the Service Provider.

9.9.50.5.2 To meet their proposed business plans, Bidders must put in place an organisational and governance structure

commensurate with the scale and complexity of launching and operating the NCEMS.

Category	
BUSINESS PLAN	
9.9.51 Shareholder approval and other clearances	

9.9.51.1 Bidders are required to provide certified copies to the NGB of minutes and resolutions of the shareholder approving their financial Bid.

Category	
BUSINESS PLAN	
9.9.52 Key Supplier Contract Commitments	

9.9.52.1 Statements regarding key contractor commitments must include sufficient information to satisfy the NGB that it is reasonable for Bidders to rely on such consents being available within four (4) weeks of notification to the Successful Bidder that the NGB intends to enter into a final contract in respect of this RFP.

Category	
BUSINESS PLAN	
9.9.53 Matters to be completed before the signing of the contract	

9.9.53.1 Bidders are required to provide the following including but not limited to:

- 9.9.53.1.1 Statement of any clearances.
- 9.9.53.1.2 Statement of any consents.
- 9.9.53.1.3 Statement of any approvals.
- 9.9.53.1.4 Other conditions.
- 9.9.53.1.5 Shareholder approvals.
- 9.9.53.1.6 Commitment of finance or leasing contracts.
- 9.9.53.1.7 Completion of any equity issue.

9.9.53.2 Before the final award the Successful Bidder will be required to submit the above information.

Category	
ORGANISATIONAL STRUCTURE	
9.9.54 Organisational Structure and Staffing	

9.9.54.1 Bidders must provide a chart showing the organisational and governance structure that:

- 9.9.54.1.1 Demonstrate reporting relationships.
- 9.9.54.1.2 Show all core and ancillary functions that are necessary to operate a successful NCEMS.
- 9.9.54.1.3 Indicate the roles and responsibilities of functional and line managers.
- 9.9.54.1.4 Indicate the total number of vacancies and associated remuneration.
- 9.9.54.1.5 Indicate full and part-time employees for the first three (3) years of the SLC.

9.9.54.2 Bidders must provide details of their recruitment plan prior and subsequent to the implementation of the NCEMS.

9.9.54.3 Bidders must declare if they intend to appoint or have already offered positions to potential employees or ex-employees from the NGB, Provincial or National Government, PLAs or institutions that are disqualified in terms of the NGA.

9.9.54.4 Bidders must provide details of how they intend to address possible retention or retrenchment of staff in the event of the contract coming to an end.

Category	
ORGANISATIONAL STRUCTURE	
9.9.55 Governance and Management	

9.9.55.1 **Experience**

Bidders must state the experience and qualifications of key directors and managers within the organisation and further indicate which directors are executive and non- executive.

9.9.55.2 Bidders must submit CV's of the proposed project team which must be included in the bid proposal and must indicate relevant qualifications, skills and experience in similar projects.

9.9.55.3 **Corporate Governance**

9.9.55.3.1 Bidders must provide adequate information demonstrating their compliance and commitment to corporate governance as outlined in the Companies Act, NGA as well as King Reports on corporate governance.

9.9.55.3.2 The Board of directors must recognise their fiduciary responsibilities in order to maintain proper systems of internal control.

9.9.55.4 **Security**

9.9.55.4.1 Bidders are required to provide details of how they propose to manage internal and external security matters associated with the NCEMS. The details required must include a description of the size, organisation, responsibilities and skills profile of any internal security groups and any associated or external security specialist that the Bidder intends to use.

9.9.55.4.2 Bidders must provide information describing the distribution of duties among different functions and/or departments within the supply, installation, commissioning,

operation, management and maintenance of the NCEMS in order to guarantee secure operation of the NCEMS.

9.9.55.5 Human Resources

Bidders must provide details of the personnel policies and procedures in relation to staff recruitment and training.

9.9.55.6 Employee Integrity

9.9.55.6.1 Bidders must provide details of how they would evaluate the fitness and suitability of their employees, contractors, sub-contractors or consultants who will be running, managing and operating the NCEMS as fit. Bidders must produce satisfactory documentation relating to declaration of interest, authority to bind and waiver of rights and powers which they will utilise in respect of the NCEMS where applicable.

9.9.55.6.2 Bidders must ensure that the NGB has access to and will continually review information concerning personnel involved with the NCEMS.

Category
IMPLEMENTATION PLAN
9.9.56 Project plan

9.9.56.1 Project Plan

Bidders must supply a detailed NCEMS implementation project plan indicating:

9.9.56.1.1 All phases, tasks, activities, resources and milestones of the implementation project with time allocated to each of these tasks. All dependencies and implementation risks need to be indicated with alternative strategies documented. This plan will integrate the launch date, site

coverage plan and the plan for development and implementation of the systems. The following specific items should be clearly identified:

- 9.9.56.1.1.1 Proposal on the assessment, design, development, implementation, operation, testing, deployment and management of the NCEMS solution in accordance with the service level metrics defined for this project.
- 9.9.56.1.1.2 Networks and infrastructure acquisition, installation, testing and deployment.
- 9.9.56.1.1.3 Technical systems (operating systems, databases, communications, middleware etc.) acquisition, installation, testing and deployment.
- 9.9.56.1.1.4 Packages acquisition, installation, testing and deployment.
- 9.9.56.1.1.5 Integration issues.
- 9.9.56.1.1.6 NCEMS rollout.
- 9.9.56.1.1.7 Fail-over testing of the hardware and software used in the NCEMS.
- 9.9.56.1.1.8 Fail-over testing of the networks.
- 9.9.56.1.1.9 Testing of the field systems prior to connection to the network.
- 9.9.56.1.1.10 Data take-on.
- 9.9.56.1.1.11 Interface deliverables.
- 9.9.56.1.1.12 Project review and steering committee meetings.
- 9.9.56.1.1.13 Signoff and acceptance milestones.
- 9.9.56.1.1.14 Commissioning.
- 9.9.56.1.1.15 Hand-over (in line with the transition plan).

- 9.9.56.1.1.16 Details, quantity and measurement of the human resources and any other resources required for completing each step.
- 9.9.56.1.1.17 Risk management plan.
- 9.9.56.1.1.18 Definition of the project management methodology and tools.
- 9.9.56.1.1.19 A list of milestone dates that require action by the NGB.
- 9.9.56.1.1.20 Detail description of all sub-contractors to be used as well as a delivery schedule per contractor.
- 9.9.56.1.1.21 Measure project deadlines, budget, diagrams and performance objectives.
- 9.9.56.1.1.22 Communication strategy for the implementation project plan to stakeholders with meaningful reports.

Category
IMPLEMENTATION PLAN
9.9.57 Rolling Out time

- 9.9.57.1 Bidders must be mindful of the requirement for the implementation date as specified in the RFP.
- 9.9.57.2 f the requirement for the implementation date as specified in the RFP.
 - 9.9.57.2.1 It must be noted that all PLAs have rolled out LPMs. The number of operational LPMs are not guaranteed and may decrease or increase at any point in time. It is envisaged that the rollout will continue in view of the national limit of 50 000 LPMs. This is dependent on the demand, the market, the PLAs capability and plan and the legislative requirements.

STAGE 2 OF PHASE 2: PRESENTATIONS

9.9.58 Bidders that proceed to this stage will be required to prepare a presentation which incorporates all elements of the evaluation criteria.

9.9.59 This must also include a simulation of the NCEMS.

9.9.60 Bidders must achieve a total combined score of 80% of Stage and Stage 2 in Phase 2 to pass this stage.

STAGE 3 OF PHASE 2: PROBITY CHECKS

9.9.61 Probity checks are conducted with respect to documents provided in section 6.2.19.3 of this RFP.

9.9.62 Bidders that achieve a total combined score of 80%, together with a positive probity outcome, pass the functionality assessment and will then be evaluated for Price and specific goals.

PHASE 3: PRICE AND SPECIFIC GOALS EVALUATION

9.9.63 Bidders will be rated out of 100 points for the combination of Price and specific goals.

9.9.64 Price will account for 90 points of the score.

9.9.65 Specific goals (Preference points) will account for 10 points of the score.

9.9.66 The NGB will accordingly allow a “preference” in accordance with the 90/10 preferential procurement system, as per the Preferential Procurement Policy Framework Act, 2000 to companies who provide evidence in support of specific goal.

9.9.67 Proof and evidence required for claiming points for specific goals is as follows:

SPECIFIC GOAL	PROOF AND ACCEPTABLE EVIDENCE
Persons historically disadvantaged on the basis of race	CIPC registration documents as proof of ownership; and B-BBEE Certificate / Sworn affidavit for QSEs or EMEs
Persons historically disadvantaged on the basis of gender (ownership by women)	CIPC registration documents; B-BBEE Certificate / Sworn affidavit for QSEs or EMEs / Certified copy of identity document
Persons historically disadvantaged on the basis of disability	A medical assessment report from an accredited medical practitioner. The medical assessment report must not be older than three (3) months at the closing date of this Bid.

9.9.68 A tenderer failing to submit proof of specific goals shall not be disqualified but will score points out of 90 for price; and shall score 0 points out of 10 for specific goals.

9.9.69 Failure on the part of a tenderer to submit proof or documentation required to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

PHASE 4: FINAL ADJUDICATION AND SELECTION

9.9.70 This phase comprises the final report, independent process review and the formulation of the decision of the NGB. The said review will be based on a process that determines which Bidder will most likely meet the objectives of the NGB in accordance with the RFP and the NGA.

SECTION III: ANNEXURES
Issued by the National Gambling Board (“NGB”)
On 12 April 2024



National Gambling Board 1085 Francis Baard Street, Hatfield, Pretoria, Republic of South Africa

STANDARD BIDDING DOCUMENTS AND LOCAL CONTENT

The attached Standard Bidding Documents (SBD forms) form part of the bid documents and must all be completed or adhered to.

FORM 6.2 relates to local content and the declaration thereof, and must be completed by Bidders in order to claim points for local content.

CONFIDENTIAL

PART A – INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL GAMBLING BOARD (NGB)

BID NUMBER:	NGB 001/2025	CLOSING DATE:	16 JULY 2024	CLOSING TIME:	11H00 CAT
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DESCRIPTION	THE SUPPLY, INSTALLATION, COMMISSIONING, OPERATION, MANAGEMENT AND MAINTENANCE, OF A NATIONAL CENTRAL ELECTRONIC MONITORING SYSTEM (NCEMS) FOR LIMITED PAY-OUT MACHINES IN THE REPUBLIC OF SOUTH AFRICA AND COLLECTION OF RELATED MONITORING FEES FOR THE NATIONAL GAMBLING BOARD
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The National Gambling Board
1085 Francis Baard Street
Hatfield
Pretoria
0028

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Procurement Practitioner	CONTACT PERSON	Procurement Practitioner
TELEPHONE NUMBER	010 003 3475	TELEPHONE NUMBER	010 003 3475
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	ncems4rfp2@ngb.org.za	E-MAIL ADDRESS	ncems4rfp2@ngb.org.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR CENTRAL SUPPLIER DATABASE No: MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

CONFIDENTIAL

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE (Professional Services)

YOU ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR THE SUPPLY, INSTALLATION, COMMISSIONING, OPERATION, MANAGEMENT AND MAINTENANCE, OF A NATIONAL CENTRAL ELECTRONIC MONITORING SYSTEM (NCEMS) FOR LIMITED PAY-OUT MACHINES IN THE REPUBLIC OF SOUTH AFRICA AND COLLECTION OF RELATED MONITORING FEES FOR THE NATIONAL GAMBLING BOARD

BID NUMBER: NGB 001/2025	CLOSING DATE: 16 JULY 2024
	CLOSING TIME: 11:00 CAT

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

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

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

Delivery basis

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.

System Monitoring Fees over eight (8) years and Management and Collection Fees over eight (8) years must be broken down into monthly and annual fees. The "total system monitoring, management and collection fees (Total Service Service)" expressed in Table A must reconcile to the "total service fees per annum" amount reflected in Table B for the corresponding years over the eight (8) year period.

TABLE A

Year 1 to 8	System Monitoring Fee (R)	Management and Collection Fee (R)	Total System Monitoring, Management and Collection Fees (Total Service Fee) (R)
1			
2			
3			
4			
5			
6			
7			
8			
Total Fees over the 8 year period			

The following critical assumptions should be factored into the Bidders Price calculation when submitting a Bid Price to the NGB:

- Inflation should not exceed 4% in each of the eight (8) year projections, unless another rate for specific expenditure items can be provided on justifiable grounds).
- Price projections must be broken down into core and value added services, as value added services are not for the account of the NGB.
- Bidders must assume that the maximum number of LPMs in operation over the eight (8) year projection will not exceed 17,000. As such the LPM Monitoring Fee¹² levied by the NGB will remain static at 5.61% for the duration of the eight (8) year projection. It is important to note that LPM Monitoring Fees do not attract VAT.
- In the event that the number of LPMs exceed 17,000, the price projected by the Bidder for each year will remain static.
- Bidders must ensure that prices quoted are inclusive of all applicable taxes.
- When Bidders are setting out their bid price over the eight (8) year contract duration, the following parameters must be taken into account in their financial projections. The Total Service Fees quoted should be based on the assumption that there is negative 2% growth in GGR over the duration of the eight (8) year contract. The Total Service Fees quoted should not exceed the LPM Monitoring Fees that the NGB will be expected to derive from the LPM sector for the financial years set out below:

Financial Years	Maximum Service Fee Percentage of LPM Monitoring Fees
Year 1 to Year 2	77.5%
Year 3 to Year 4	72.5%
Year 5 to Year 6	67.5%
Year 7 to Year 8	62.5%

¹² Monitoring Fees collected in terms of Schedule 2 of the Regulations prescribes how monitoring fees are calculated as a percentage of GGR based on a prescribed sliding scale which is due and payable to the NGB.

- The amounts payable to the NCEMS Operator will be dependent on the NGB generating and collecting LPM Monitoring Fees.
- At no time will the NGB pay over a Total Service Fee to the NCEMS Operator that is greater than or equal to the LPM Monitoring Fees Collected for the NGB.
- Notwithstanding the above, in the event there is a regression in the revenue generated and collected in the LPM sector, and it results in the LPM Monitoring Fees Collected for the NGB amounting to less than the Total Service Fees payable to the NCEMS Operator, the Total Service Fees payable to the NCEMS Operator will be determined solely at the discretion of the NGB.
- The Bidder must specifically set out in their bid response any other assumptions, as well as the rationale thereof, that the Bidder has made in determining their bid price.

Any queries regarding bidding procedures and technical information may be directed to:

Name : Procurement Practitioner
Tel. : 010 003 3486
Email : rfp4ncems2@ngb.org.za

TABLE B

MONTHLY AND ANNUAL PRICING SCHEDULE FOR TOTAL SYSTEM MONITORING, MANAGEMENT AND COLLECTION FEES – TOTAL SERVICE FEE (INCLUSIVE OF ALL TAXES)								
Months	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
TOTAL SERVICE FEE PER ANNUM								

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹³ in the enterprise, employed by the state? **YES/NO**

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

¹³ 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.

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 particulars:

.....

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish 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 I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this Bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are

¹⁴ 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.

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of Bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade, Industry and Competition (**the dtic**) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract.

Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

a) Any single contract with imported content exceeding US\$10 million.

Or

b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

Or

c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

Or

d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, **the dtic** would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, Successful Bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to **the dtic** for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable **the dtic** in determining the NIP obligation, Successful Bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish **the dtic** with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the Successful Bidder (contractor) has made contact with and furnished **the dtic** with the information required, the following steps will be followed:

- a. the contractor and **the dtic** will determine the NIP obligation;
- b. the contractor and **the dtic** will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to **the dtic**;
- d. the contractor will submit a business concept for consideration and approval by **the dtic**;
- e. upon approval of the business concept by **the dtic**, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to **the dtic**.

4.2 The NIP obligation agreement is between **the dtic** and the Successful Bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:.....

Name of Bidder.....

Postal address

.....

.....

Signature.....

Name (in print).....

Date.....

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- 2.1 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.3 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.5 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
- 2.6 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
 (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or

- (2) who is a female; and/or
- (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 2.7 **“Lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders.
- 2.8 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.9 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.10 **“Person”** includes reference to a juristic person.
- 2.11 **“Person with Disability”** are persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into, or advancement in employment.
- 2.12 **“Price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.13 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.14 **“Sub-contracting”** means the primary contractor’s assigning or leasing or 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.
- 2.15 **“Specific goals”** means the goals as stipulated in the Preferential Procurement Regulations 2022..
- 2.16 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- 2.17 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will

result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

- 2.18 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 2.19 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.20 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 A maximum of 20 or 10 points may be awarded to a tenderer for the specific goals for the tender.
- 4.2 The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

- 4.3 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
- 4.4 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 4.5 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 4.6 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

5. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

5.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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

6. POINTS AWARDED FOR SPECIFIC GOALS

6.1 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:

6.2 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.

- 6.3 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract may not subcontract more than 20% of the value of the contract to any other enterprise that does not have an equal or higher points for specific goals than the person concerned unless the contract is subcontracted to an EME or QSE that has the capability and ability to execute the subcontract. This will be permitted on the condition that the QSE or EME upholds the same specific goal commitment of the Bidder.

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

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

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (90/10 SYSTEM)	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (80/20 SYSTEM)
Persons historically disadvantaged on the basis of race	100% black ownership	4	8
	75% - 99% black ownership	3	6
	60% - 74% black ownership	2	4
	51% - 59% black ownership	1	2
	0 – 50% black ownership	0	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (90/10 SYSTEM)	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (80/20 SYSTEM)
Persons historically disadvantaged on the basis of gender (ownership by women)	100% black women ownership	4	8
	75% - 99% black women ownership	2	4
	60% - 74% black ownership	1.5	3
	51% - 59% black women ownership	1	2
	0 – 50% black women ownership	0	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (90/10 SYSTEM)	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED (80/20 SYSTEM)
Persons historically disadvantaged on the basis of disability	100% disabled ownership	2	4
	75% - 99%	1.5	3
	60% - 74% black ownership	1	2
	51% - 59% disabled ownership	0.5	1
	0% – 50% disabled ownership	0	0

6.7 A tenderer must submit CIPC registration documents as proof of ownership.

6.8 Points for persons historically disadvantaged on the basis of disability must be

substantiated by a medical assessment report from an accredited medical practitioner. The medical assessment report must not be older than three (3) months at the closing date of the tender or RFQ.

6.9 A tenderer must submit proof of its B-BBEE status level of contributor to substantiate a claim for RDP goals.

6.10 A tenderer failing to submit proof of specific goals shall not be disqualified but will score points out of 90 for price; and shall score 0 points out of 10 for specific goals.

6.11 Failure on the part of a tenderer to submit proof or documentation required to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

7. BID DECLARATION

7.1 Bidders who claim points in respect of specific goals must complete the following:

The specific goals allocated points in terms of this tender	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)
Persons historically disadvantaged on the basis of race		
Persons historically disadvantaged on the basis of gender (ownership by women)		
Persons historically disadvantaged on the basis of disability		

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) Number of points claimed for specific goals.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm.....

9.2 Company registration number:
.....

9.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.4 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 7.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.5 Consortium / Joint Venture

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.4)	Percentage (%) of the contract value managed or executed by the HDI member

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

- directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

LOCAL CONTENT

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2017 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. 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: 2017 as follows:

$$LC = [1 - x / y] * 100$$

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) on the date of publication of this RFP as indicated in paragraph 3.1 below.

Bidders must stipulate their commitment to local production and content for this Bid as follows:

Item No.	Description of services, works or goods	Bidders Commitment

Item No.	Description of services, works or goods	Bidders Commitment

2. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 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 on the date of publication of this RFP.

The relevant rates of exchange information is accessible on www.resbank.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.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the NGB must be informed accordingly in order for the NGB to verify and, in consultation with the Accounting Authority, 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. NGB001/2025

ISSUED BY: National Gambling Board

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 to Form 6.2) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> 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 eight (8) 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 1286:2017; and
 - (ii) the declaration templates have been audited and certified to be correct.
- c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2017, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.

- d) I accept that the National Gambling Board has the right to request that the local content be verified in terms of the requirements of SATS 1286:2017.

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 1286:2017, may result in the National Gambling Board imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONFIDENTIAL

ANNEXURE B

GENERAL CONDITIONS OF CONTRACT

CONFIDENTIAL

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its

components.

- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder,

and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the

supply of goods or works or the rendering of a service.

- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Bids, contracts and orders including Bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with

these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1

shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance
Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the Successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the

form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests

and analyses 8.1 All pre-bidding testing will be for the account of the Bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation,

rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and

Documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 Delivery The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any,

specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare

parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain 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, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to

the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated

at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any

partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and
countervailing
duties and
rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

Insolvency 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement

Of dispute 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in

his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Program (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of restrictive practices

32.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted

practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

ANNEXURE C

SPECIAL CONDITIONS OF CONTRACT

(NCEMS PROVISIONAL SERVICE LEVEL CONTRACT)



SPECIAL CONDITIONS OF CONTRACT

(NCEMS PROVISIONAL SERVICE LEVEL CONTRACT)

between

THE NATIONAL GAMBLING BOARD

(hereinafter also referred to as the "NGB")

A statutory body established in terms of the National Gambling Act 7 of 2004 and registered as a Schedule 3A Public Entity in terms of the Public Finance Management Act 1 of 1999

herein represented by in his/ her capacity as the Accounting Authority he/ she being duly authorised hereto; and

.....
(Registered name)

(hereinafter referred to as "the Bidder")

A company incorporated according to the Company laws of the Republic of South Africa with registration number:..... herein represented by in his/ her capacity as the and he/ she being duly authorised hereto in terms of a resolution, attached hereto marked Annexure "XX".

(herein collectively referred to as the "parties".)

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1. PREAMBLE

- 1.1 The National Gambling Board has, *inter alia*, the objective to promote uniform norms and standards that shall apply in all provinces and bring about uniformity in legislation relating to gambling in force in the Republic.
- 1.2 The NGB is, in terms of section 21 of the National Gambling Act 7 of 2004 (the NGA) obliged to establish and maintain a national registry which contains certain specified registers including a register of every gambling machine or gambling device manufactured within or imported into the Republic of South Africa;
- 1.3 In terms of section 27 of the NGA, the NGB is further obliged to establish and maintain a National Central Electronic Monitoring System (“the NCEMS”) capable of –
 - 1.3.1 detecting and monitoring significant events associated with any Limited Pay-Out Machines (“LPM’s”) that are made available for play in the Republic of South Africa; and
 - 1.3.2 analysing and reporting the data in accordance with the prescribed requirements;
- 1.4 The NGB may contract with any person to supply any or all the products or services required to meet the NGB’s obligations set out in clause 1.3 above but any such contractor must not be a person who, or firm that, is disqualified as a licensee in terms of section 50 of the NGA;
- 1.5 Every Limited Pay-Out Machine (“LPM”) that is made available for play must, in terms of section 27(4) of the NGA, be electronically linked to the NCEMS and the licensee of every LPM must pay the prescribed monitoring fees to the NGB in relation to that LPM;

- 1.6 The NCEMS must allow -
- 1.6.1 the Provincial Licensing Authorities (“PLA’s”) of each province access to all data on the system that originates in that province, without charge by the NGB; and
 - 1.6.2 the Licensee of each LPM that is linked to the NCEMS to have access to prescribed data on the system that originates from that machine;
- 1.7 The NCEMS should promote the oversight function of the NGB, particularly the maintenance of a National Registry of Gambling Machines and Devices and should realise the achievement of uniform norms and standards created by the NGA, and that such realisation shall, by conforming to the guiding principles in clause 2 below, achieve high levels of data integrity and security as well as providing accessibility of gambling information to the NGB and PLA’s;
- 1.8 The NGB has issued a Request for Proposals (“the RFP”) for the supply, installation, commissioning, operation, management and maintenance of a NCEMS for LPM’s in the Republic of South Africa and Collection of Related Monitoring Fees and wherein the Bidder may exercise the option to submit a proposal to the NGB, subject hereto that the Parties agree hereby agree on the terms and conditions detailed in this provisional Service Level Contract (SLC);
- 1.9 The Parties hereby wish to regulate their relationship regarding pre-tender award contractual obligations of the Bidder as a potential NCEMS Operator in this SLC which are subsequently binding on pre-tender award as Bidder and post tender award as NCEMS Operator.
- 1.10 In the likelihood of a Bidder being appointed as the NCEMS Operator the Bidder will be required to enter into a final contract within two (2) weeks of the bid award and subject to NGB approval, the Bidder hereby undertakes, as a consequence of such appointment, to enter into agreements with the Route Operators and Independent Site Operators to govern their relationship and service levels in as far as access to and use of the NCEMS, including but not limited to the supply, distribution, installation, maintenance and support of Site Data Loggers to Independent Site

Operators and to Site Operators through Route Operators.

- 1.11 The Parties hereby agree that there shall be no expectation of appointment of a Bidder as the NCEMS Operator arising out of the conclusion of this SLC. The decision to appoint the NCEMS Operator shall rest exclusively with the NGB.

2. GUIDING PRINCIPLES

In fulfilling the functions of the NCEMS, the NCEMS Operator shall at all times act in accordance with the spirit of the following guiding principles:

- 2.1 The NCEMS shall have the functionality that shall allow the NGB and PLAs to enable or disable any LPM.
- 2.2 The principal Parties in the establishment and operation of the NCEMS for LPMs shall be the NGB and the NCEMS Operator. The PLAs shall derive concurrent benefits from the NCEMS that shall facilitate their role of licensing and regulating LPMs at provincial level.
- 2.3 The NCEMS whose purpose shall be to monitor LPMs shall be operated by the NCEMS Operator wherein the NGB shall derive concurrent benefit that shall facilitate NGB's role to monitor LPM's.
- 2.4 The NGB shall be responsible for the regulation of the NCEMS to ensure compliance with the NGA and other relevant legislation and adherence to good business practices.
- 2.5 The NGB has determined that the NCEMS assists in the achievement of these objectives and that such a system shall, by conforming to these guiding principles, achieves high levels of data integrity and security, and provides a level playing field for all participants within the LPM industry.
- 2.6 The NCEMS Operator shall provide a service to the NGB, acts as an independent contractor in respect of the services and bears full responsibility for any of its sub-

contractor(s).

- 2.7 The LPM data shall be sourced directly from the site operator of LPMs with the consent of the NGB and in the prescribed manner and form in terms of section 27 of the NGA and the NGB shall have direct and unhindered access to the LPMs data.
- 2.8 There will be uniformity and consistency of technical frameworks in the transmission of data from the NCEMS to the NGB and the PLA's.
- 2.9 The NCEMS Operator shall ensure the continuation and sustainability of the NCEMS to ensure that the NGB performs its oversight functions and promotes the uniform norms and standards in gambling throughout the Republic of South Africa.
- 2.10 The uniformity of technical parameters are of paramount importance and the NCEMS Operator shall ensure the NCEMS is connected in each Province in the Republic.
- 2.11 The NCEMS Operator shall ensure that the NCEMS is capable of being implemented in all Provinces on a simultaneous basis.
- 2.12 The NGB shall facilitate the implementation of the NCEMS in order to ensure that uniform norms and standards are applied.
- 2.13 The NCEMS Operator shall ensure that unnecessary costs are avoided and economies of scale are obtained wherever possible.
- 2.14 The NCEMS Operator shall collect monitoring fees from the Route Operators and the Independent Site Operators, and not the Site Operator, on behalf of the NGB and pay such collected monitoring fees directly to the NGB.
- 2.15 The NCEMS Operator will implement the NCEMS project and operate the NCEMS in a cost effective manner, observing and shall comply with the provisions of the NGA, all relevant government policies, licence requirements, legal and contractual requirements which are applicable to financial accounting, management,

administration and governance in terms of the Public Finance Management Act, 1999 and Generally Recognised Accounting Practices Standards.

PART 1: LEGAL AND FINANCIAL

3. DEFINITIONS

3.1 In this Agreement, unless otherwise specified or the context clearly indicates the contrary, the following words and expressions shall have the meanings assigned to them below:

- 3.1.1 “**Active LPM’s**” – total number of machines that generate Gross Gambling Revenue during the period under review;
- 3.1.2 “**Analytical Tools**” – a category of software tools that provides analysis of data stored in a database, typically, analysing different dimensions of multidimensional data;
- 3.1.3 “**Associate**” – as defined in section 1 of the National Gambling Act, 2004 (Act 7 of 2004);
- 3.1.4 “**Audit trail**” – a record showing what operations have been performed, what interventions have taken place and who has had access during a given period of time;
- 3.1.5 “**Broad-Based Black Economic Empowerment**” or “**B-BBEE**” – broad-based black economic empowerment as defined in section 1 of the B-BBEE Act, 2003 (Act 53 of 2003);
- 3.1.6 “**B-BBEE Act**” – the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), as amended by Act 46 of 2013, read with the regulations and the B-BBEE Amended Codes issued thereunder;
- 3.1.7 “**B-BBEE Legislation**” – the B-BBEE Act, the B-BBEE Codes of Good Practice, the Regulations, the ICT Charter and any other legislation promoting broad based black economic empowerment with which the Bidders are required to comply with from time to time;
- 3.1.8 “**B-BBEE Status**” – the B-BBEE status received by a Bidder based on its overall performance using the B-BBEE Legislation as defined herein;
- 3.1.9 “**Bidder**” –

- 3.1.9.1 a juristic person, which is incorporated under the Companies Act, consortium or joint venture which is submitting a Bid to operate the NCEMS in accordance with this Request For Proposal;
- 3.1.9.2 for the purposes of this provisional contract means the potential NCEMS Operator;
- 3.1.10 **“Black People”** – is a generic term as defined in section 1 of the B-BBEE Act 53 of 2003 as amended which means Africans, Coloureds and Indians—
- c) who are citizens of the Republic of South Africa by birth or descent;
 - d) who became citizens of the Republic of South Africa by naturalisation-
 - (1) before 27 April 1994; or
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;
- 3.1.11 **“Broad-Based Black Economic Empowerment Entity”** – any entity in which historically disadvantaged individual’s, or Black people, exercise ownership empowerment and equity in the economy as described in the B-BBEE Legislation;
- 3.1.12 **“Bureau”** – a department set up by the NCEMS Operator to facilitate, implement, monitor and support the implementation and operation of the ISO’s throughout all provinces;
- 3.1.13 **“Business Day”** – any calendar day excluding a Saturday, Sunday or public holiday in the Republic of South Africa;
- 3.1.14 **“Change Management Procedures”** or **“CMP”** – the guiding standard that describes the procedures for, and specific rules and levels of authorisation required to approve different types of changes;
- 3.1.15 **“Codes”** – the Codes of Good Practice on Black Economic Empowerment, published in the Government Gazette, Notice 112 of 2007 as amended;
- 3.1.16 **“Companies Act”** – the Companies Act, 2008 (Act 71 of 2008) and shall include the provisions of the Companies Act 1973 (Act 61 of 1973) that have not been repealed;
- 3.1.17 **“Contractors”** – an entity proposed by a Bidder to provide goods or services to the Bidder as part of the Bidder’s operation of the NCEMS and/ or an entity engaged by the NCEMS Operator to provide goods or Services

to it as part of the NCEMS Operator's day-to-day operation of the NCEMS where applicable;

- 3.1.18 **"Control"** – whether directly or indirectly and with reference to B-BBEE Legislation means but not limited to:
- 3.1.18.1 The ability to appoint or to vote for the appointment of a majority of directors of a company or of directors who control a majority of votes of the board;
 - 3.1.18.2 In respect of a company where such company is the holding company of a subsidiary as contemplated in Section 3(1)(b) of the Companies Act;
 - 3.1.18.3 In the case of a trust, the ability to control the majority of the votes of the trustees, to appoint the majority of the trustees, to appoint or change the majority of the beneficiaries of the trust;
 - 3.1.18.4 The ability to control or exercise a material influence over the management, finances and/or business plan of a company or trust;
- and "Controlled" and "Controlling" shall have a corresponding meaning and are synonymous;
- 3.1.19 **"Critical Service Level"** – the services that may prevent the collection, capturing, updating and processing of operational Data and the control of gaming equipment within the NCEMS environment;
- 3.1.20 **"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 and **joint venture** shall bear corresponding meaning;
- 3.1.21 **"Data"** – all data collected, generated, processed and stored by the NCEMS and/ or NCEMS Operator in respect of the LPM's run by the Operators;
- 3.1.22 **"Day"** – any calendar day including a Saturday, Sunday or public holiday in the Republic of South Africa;
- 3.1.23 **"Default"** – a failure by either Party to comply with its obligations in terms of this Agreement or any negligent or intentional misconduct or misstatement of either Party or its Personnel;
- 3.1.24 **"DFI"** – any development finance institution in the Republic of South Africa

recognised by the South African Reserve Bank which may include but shall not be limited to, the DBSA and/or independent Development Corporation and or National Empowerment Fund and or Small Enterprise Finance Agency;

- 3.1.25 **"EFT"** – electronic funds transfer is the electronic exchange, transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems;
- 3.1.26 **"Financial Interest"** – without limiting the generality of the term "financial interest" and in terms of section 1 of the NGA, this expression shall also include the holding of any office, any form of employment, the activities of an agent, broker or contractor, sole or co-ownership, the holding of shares or any other interest or investment, the activities of an advisor or consultant, the procuring or giving of financial assistance or the giving of any suretyship or other kind of guarantee and shall be attributed to a Stakeholder of any financial interest on the part of -
- 3.1.26.1 any person or his spouse, his associates or his descendants;
- 3.1.26.2 any trust for the benefit, whether directly or indirectly, solely or mainly of such a person, his spouse, his associates or his descendants;
- 3.1.26.3 any company in which a person, his spouse, his associates or his descendants or his family trust mentioned in clause 3.1.17 is financially interested, whether directly or indirectly;
- 3.1.26.4 any company referred to in clause 3.1.18 is for the time being financially interested, directly or indirectly;
- 3.1.27 **"Gambling Regulations"** – the National Gambling Regulations, published under Government Notice no. R1342 in Government Gazette no. 26994 of 12 November 2004, as amended and the Regulations on Limited Pay-Out Machines, published under Government Notice No. R1425 in Government Gazette no. 21945 of 21 December 2000;
- 3.1.28 **"Gross Gambling Revenue or (GGR)"** – the rand value of the gross revenue of an operator i.e. turnover less winnings paid to players;
- 3.1.29 **"Historically Disadvantaged Individual or (HDI)"** means a South African citizen –

- 3.1.29.1 who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- 3.1.29.2 who is a female; and / or
- 3.1.29.3 who has a disability: Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- 3.1.30 **“ICT Sector Code”** – the Information, Communication and Technology Code, published in terms of section 9(1) of the B-BBEE Act under General Notice No. 1387 in Government Gazette 40404 of 7 November 2016;
- 3.1.31 **“Independent Site Operator”** or **“ISO”** – an independent site operator, being an operator who is not linked to a Route Operator and is licensed to own and operate LPM’s on a single Site and is responsible for maintaining the machines, effecting the collection of money and paying the provincial taxes and levies due to the Provincial Licensing Authorities;
- 3.1.32 **“Installed LPM’s”** – the total number of machines that are installed at a site irrespective of GGR generated;
- 3.1.33 **“ISO/IEC”** – International Organisation for Standardisation/ “International Electro-technical Commission;
- 3.1.34 **“Key Contractor”** – a party that provides goods or services of a Material Nature to the NCEMS Operator, either directly or indirectly;
- 3.1.35 **“Key Employee”** – any employee of the NCEMS Operator or Bidder who has the power to exercise a significant influence over and make decisions concerning the operation of the NCEMS or who has direct operational responsibility for the NCEMS or any employee of the NCEMS Operator designated as such by the NGB;
- 3.1.36 **“Law”** – in respect of any relevant jurisdiction, all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with,

- requirements of, or instructions by any governmental body; and the common law, and "law" shall have a similar meaning;
- 3.1.37 **“Limited Pay-Out Machine”** or “LPM” – a gambling machine with a restricted prize, as described in section 26 of the NGA;
- 3.1.38 **“LPM Regulations”** – In terms of the NGA, Regulations on Limited Pay-Out Machines, published under Government Notice No. R1425 in Government Gazette no. 21945 of 21 December 2000;
- 3.1.39 **“Material Nature”** – means those goods or services provided to the NCEMS Operator, either directly or indirectly which goods or services contribute to at least 20 % (Twenty Percent) of the income of the NCEMS Operator;
- 3.1.40 **“Minister”** – The Minister of Trade, Industry and Competition;
- 3.1.41 **“National Central Electronic Monitoring System”** or **“the NCEMS”** – the National Central Electronic Monitoring System referred to in section 27 of the NGA, to be implemented for the detection and monitoring of significant events associated with any LPM that is made available for play in the RSA and for analysing and reporting the detected data in accordance with the requirements of the NGA;
- 3.1.42 **“NCEMS Operator”** –
- 3.1.42.1 the Bidder to whom the contract for the supply, installation, commissioning, operation, management and maintenance of the NCEMS is awarded pursuant to the RFP process who is not disqualified to hold a license in terms of section 50 of the NGA;
- 3.1.42.2 and for the purposes of this provisional SLC, NCEMS Operator shall mean provisional NCEMS Operator;
- 3.1.43 **“NCEMS Contract Management Committee”** or **“NCMC”** – is constituted in accordance with the provisions of clause 24, which shall be responsible for the implementation of the NCEMS over the duration of the contract;
- 3.1.44 **“NCEMS Technology”** – the technology, technical information, system infrastructure and software and know-how provided by the NCEMS Operator and utilised in the NCEMS for the monitoring of LPM’s within the RSA, as provided for by the NCEMS Operator in terms of this Agreement

which shall include, but not limited to all patents granted, patents applications, copyrights, trade secrets, confidential information and other intellectual or intangible property of all kinds which are associated therewith, including the items set out in the knowledge base, in terms of the provisions of this Agreement;

- 3.1.45 “**NGA**” – refers to the National Gambling Act, 2004 (Act 7 of 2004);
- 3.1.46 “**NGB**” – the National Gambling Board, a Schedule 3A Entity, constituted in terms of the NGA;
- 3.1.47 “**NCEMS Management Committee**” or “**NMC**” – is constituted in accordance with the provisions of clauses 16.1 and 24, which shall be responsible for managing the rendering of the Services by the NCEMS Operator in terms of this Agreement;
- 3.1.48 “**NCEMS Operations and Change Management Committee**” or “**NOCMC**” – as constituted in accordance with the provisions of clause 24, which shall provide guidance on the resolution of the daily operations of the NCEMS“;
- 3.1.49 “**Operational Date**” – the date upon which the NCEMS Operator installs and connects the first LPM and commences the monitoring of the LPMs in terms of this Agreement;
- 3.1.50 “**Operator**” – an Independent Site Operator, Route Operator or Site Operator, as the context may indicate;
- 3.1.51 “**Parties**” – both NGB and the NCEMS Operator;
- 3.1.52 “**Party**” – either one of NGB or the NCEMS Operator or their lawful assignees or successors in title;
- 3.1.53 “**Personnel**” – licensed employees of the NCEMS Operator as well as the employees of Contractors;
- 3.1.54 “**Player**” – any person who participates in a game on an LPM;
- 3.1.55 “**Previously Disadvantaged Person**” – has a corresponding meaning to HDI;
- 3.1.56 “**Provincial Licensing Authority**” or “**PLA(s)**” – a body established by provincial laws to regulate casinos, racing, gambling or wagering and Provincial Gambling Board shall bear the corresponding meaning;
- 3.1.57 “**Regulations**” – the National Gambling Regulations, 2004, published under Government Notice no. R1342 in Government Gazette no. 26994 of

12 November 2004;

- 3.1.58 “**RFP**” – the Request for Proposals for the supply, installation, commissioning, operation, management and maintenance of a NCEMS for LPM’s in the Republic of South Africa and Collection of Related Monitoring Fees issued by the NGB on 12 April 2024 and the annexures thereto;
- 3.1.59 “**Ring Fence**” or “**RF**”- a company whose Memorandum of Incorporation includes any provision contemplated in section 15(2)(b) or (c) of the Companies Act, 2008 (Act 71 of 2008) restricting or prohibiting the amendment of any provision of the Memorandum of Incorporation;
- 3.1.60 “**Route Operator**” or “**ROs**” – a person who is licensed as such in terms of applicable Provincial Laws contemplated in section 18 and 26 of the NGA, and who is licensed to own, operate and maintain Limited Pay-Out Machines, and is responsible for effecting the collection of money and paying the provincial taxes and levies in respect of those Limited Pay-Out Machines under its license;
- 3.1.61 “**RSA**” – the Republic of South Africa;
- 3.1.62 “**SABS**” – the South African Bureau of Standards, established in terms of section 3 of the Standards Act, 2008 (Act 8 of 2008);
- 3.1.63 “**Service Provider**” – the person to whom the Bid has been awarded to supply, installation, commission, operate, manage and maintain the NCEMS and who enters into the contract with the NGB and bears the corresponding meaning of Successful Bidder;
- 3.1.64 “**Services**” – means the services to be provided by Service Provider more fully set out in the RFP and in terms of this Agreement;
- 3.1.65 “**Signature Date**” – the date on which this Agreement is signed by the last party signing;
- 3.1.66 “**Site**” – premises licensed in terms of applicable Provincial Law for the placement of one or more LPM’s contemplated in section 18 of the NGA;
- 3.1.67 “**Site Data Logger**” or “**SDL**” – the industrial computer and all peripheral devices connected to the gaming machines on a single Site to monitor, record and transmit all prescribed data and where it does not affect the outcome of a gambling, or gaming activity it shall not be construed as a gambling or gaming device;
- 3.1.68 “**Site Operator**” or “**SO**” – a person who is licensed to operate a Site in

terms of applicable Provincial Laws and who is licensed to keep Limited Pay-Out Machines owned by a RO on its premises and to make them available to be played by members of the public as further contemplated in terms of section 18 of the NGA;

- 3.1.69 "**SMME**" – Small- Medium and Micro Enterprise firm or distinct business entity as defined in the National Small Business Act, 2003 (Act 26 of 2003);
- 3.1.70 "**Stakeholder**" – any person or association, whether natural or juristic, corporate or unincorporated, Operators, industry bodies and the like who has a Financial Interest in LPM's and includes, the NGB and the PLA's, but excludes Players;
- 3.1.71 "**Standards Act**" – the Standards Act, 2008 (Act 8 of 2008);
- 3.1.72 "**Successful Bidder**" – the Bidder to whom the contract for the supply, installation, commissioning, operation, management and maintenance of the NCEMS is awarded pursuant to this RFP process who is not disqualified to hold a license in terms of section 50 of the National Gambling Act, 2004 (Act 7 of 2004);
- 3.1.73 "**Technical Information**" – information, technical documentation, and/or technical specifications, computer programmes and systems utilised by the NCEMS Operator in the NCEMS which shall include technical documentation and designs pertaining to the equipment and/or electronic machines, computers and/or computer systems, including the items set out in the knowledge base, in terms of this Agreement;
- 3.1.74 "**Users**" – an Independent Site Operator, Route Operator, Site Operator or Provincial Licencing Authority as the context may indicate;
- 3.1.75 "**VAT**" – Value Added Tax as defined in the Value Added Tax Act, 1991 (Act 89 of 1991) as amended.

INTERPRETATIONS

- 3.2 The terms contained in this Agreement constitute Special Conditions of Contract (SCC) which must be read with the General Conditions of Contract ("GCC") and the RFP preceding this Agreement. This bid is subject to the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC). Where the provisions of the GCC and the SCC are in conflict, the provisions of these SCC shall prevail.

- 3.3 Words or expressions used in this Agreement shall have the same meaning as in the NGA, provided that such words or expressions shall not be given a meaning inconsistent with the aims and objectives as set out in the Preamble and the Guiding Principles in clause 2 above.
- 3.4 Any reference to:
- 3.4.1 the singular shall include the plural and *vice versa*;
 - 3.4.2 any gender shall include the other genders;
 - 3.4.3 natural persons shall include legal persons and *vice versa*.
- 3.5 Any reference to an enactment is to that enactment as at the date of signing hereof and as amended or re-enacted from time to time.
- 3.6 The headings of clauses in this Agreement are for reference purposes only and shall not be taken into account in construing the contents hereof.
- 3.7 If any word or phrase is defined in any clause in this Agreement, that word or phrase shall bear the same meaning throughout the remainder of this Agreement.
- 3.8 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 3.9 When any number of days is prescribed in this ITB, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.11 Where any term is defined within the context of a particular clause in this Agreement, it shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this definitions clause.
- 3.12 The expiration or termination of this Agreement shall not affect the provisions contained herein and are expressly provided that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide thereof.
- 3.13 The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement, shall not apply.

4. APPOINTMENT

- 4.1 The NGB reserves the right to appoint or not appoint the NCEMS Operator. In the event the Bidder is appointed as the NCEMS Operator the appointment is accepted by the NCEMS Operator, subject to the terms and conditions contained in this Agreement.
- 4.2 The NCEMS Operator is appointed in terms of clause 4 to supply, install, commission, operate, manage and maintain the NCEMS, collect the related monitoring fees on behalf of the NGB and to provide the Services.
- 4.3 The appointment is subject to maintaining a continued positive finding and the NGB hereby reserves its right to continuously ensure that the NCEMS Operator satisfies the requirements set out in section 50 of the NGA.
- 4.4 The NCEMS Operator in terms of section 11(3) of the Companies Act, 2008 (Act 71 of 2008) the NCEMS Operator shall be required to be “Ring Fenced” (RF) and use “(RF)” as part of its name. The NCEMS Operator shall incorporate into or amend its Memorandum of Incorporation to reflect a restrictive condition therein as contemplated in section 15(2)(b) and (c) of the Companies Act, 2008 (Act 71 of 2008).
- 4.4.1 the NCEMS Operator is to only conduct business which comprises the rendering of the Services and which restrictive condition may not be amended or deleted, unless the prior written approval of the NGB has been obtained, which restrictive condition or amendment must be registered with the Companies and Intellectual Property Commission within 60 (Sixty) Days of the bid submission.

Resolutive Conditions

- 4.5 The appointment is subject to the fulfilment of the following conditions subsequent, to the bid award. The conditions subsequent render the contract inchoate. However, non-fulfilment of the conditions subsequent hereby render all obligations of the NGB

and the bid award to the NCEMS Operator null and void.

4.5.1 The NCEMS Operator shall hold a National License issued in terms of Chapter 3 Part B of the NGA and will apply throughout the Republic. The National License will authorise the NCEMS Operator to conduct, engage in or make available the licensed activities in every Province within the Republic.

4.5.2 Notwithstanding other legislation and interpreting the respective National and Provincial Legislation, the NCEMS Operator shall comply with the following conditions for licensing:

4.5.2.1 The NCEMS Operator shall be licensed;

4.5.2.2 The NCEMS Operator shall apply and be licensed only by the PLA whom exercises jurisdiction in which the NCEMS Operator is ordinarily resident and conducts its principal place of business;

4.5.2.3 The NCEMS Operator shall pay the prescribed licencing fees to the PLA;

4.5.2.4 The license conditions shall be fixed by the PLA in terms of the NGA and provincial gambling legislation and in line with the provisions of this SCC;

4.5.2.5 The NCEMS Operator shall apply for a national license no later than one (1) month after the appointment as NCEMS Operator;

4.5.2.6 It is a condition of the National License that the licensee must comply with every applicable provision of the:

4.5.2.6.1 National Gambling Act;

4.5.2.6.2 Financial Intelligence Centre Act;

4.5.2.6.3 Any applicable law within any province in which the NCEMS Operator conducts, engages in or makes available the licensed activities.

5. **DURATION**

Commencement date

5.1 This Agreement shall commence on the Signature Date of the last party signing.

Effective Date

5.2 The Agreement shall be effective on the Operational date.

Duration

5.3 The Agreement shall endure for a period expiring eight (8) years.

Expiration

5.4 The Agreement shall automatically lapse at the end of the period contemplated in clause 5.3 subject to clause 5.5.

Right of Renewal

5.5 The NGB has the right to renew this Agreement by giving the NCEMS Operator notice in writing, not later than 180 (one hundred and eighty) days prior to the lapsing of the initial period of this Agreement referred to in clause 5.3.

The Bidder agrees that there shall be no expectation of future renewal of this Agreement. Any decision to renew shall rest exclusively with the NGB.

6. **RELATIONSHIP OF THE PARTIES AND DUTY OF GOOD FAITH**

6.1 **Independent Contractor**

6.1.1 Nothing in this Agreement shall be construed as creating a partnership between the Parties, nor a temporary employment service.

6.1.2 Neither Party shall have any authority to incur any liability on behalf of the other without the written authority from the other Party or to pledge the credit of the other Party, it being agreed that the NCEMS Operator shall at all times be an independent contractor.

6.2 **Good faith**

The NCEMS Operator shall at all times owe a duty of good faith to the NGB and shall, in all dealings with and on behalf of the NGB observe the highest standard of good faith.

6.3 **Promotion of self interest**

The NCEMS Operator shall not be permitted to promote its self-interest to the LPM market, to the detriment of the NGB, for the betterment of its privileged position it holds in the LPM industry.

6.4 **Maintenance of the NGB's reputation**

The NCEMS Operator shall take all reasonable steps to:

- 6.4.1 preserve the reputation and good name of the NGB in providing the Services and shall do nothing which would or might bring the reputation or good name of the NGB into disrepute;
- 6.4.2 act in such a manner as to promote the relevant principles stipulated in the relevant section of the NGA;
- 6.4.3 not omit to do anything which would be reasonable for it, having regard to its obligations under this Agreement.

6.5 **Expression of fact, opinion or thought**

In providing the Services the NCEMS Operator shall not express any fact, opinion or thought as being the fact, opinion or thought of the NGB, unless specifically authorised by the NGB in writing.

7. COMMITMENT TO SPECIFIC GOALS

- 7.1 The NCEMS Operator shall endeavour to, for the duration of its appointment in terms hereof, show a clear and continuous commitment to the advancement, upliftment and economic empowerment of HDI's or groups or categories of persons disadvantaged by unfair discrimination as referred to in the B-BBEE Legislation.
- 7.2 The NCEMS Operator shall, for the duration of this Agreement, maintain or improve the specific goals commitments made on the date of bid submission over the duration of this Agreement.
- 7.3 The specific goals commitments or HDI's must hold more than Fifty one Percent (51%) of ordinary voting shares in the NCEMS Operator.
- 7.4 The specific goals commitments shall enjoy voting rights in respect of their shares not less favourable than any other class of shareholders, and the conditions of issue of all classes of shareholders shall be the same.
- 7.5 There shall be persons of specific goals commitments with voting representation on the governing body of the NCEMS Operator commensurate with the percentage of shareholding in the NCEMS Operator.
- 7.6 The board of directors and executive management of the NCEMS Operator shall be appointed as follows:
- 7.6.1 the majority of directors and the chairperson shall be appointed from the specific goals commitments;
- 7.6.2 the specific goals commitments must occupy either the chief executive officer's or the chief financial officer's positions.
- 7.7 The NCEMS Operator undertakes that in providing the Services to the NGB in terms of this Agreement, it concurrently undertakes to promote the specific goals commitments, empowerment of HDI's, and SMMEs:

- 7.7.1 Preference shall be given to Service Providers, contractors or sub-contractors and specialists within specific goals commitments, except that where none of the preferred persons exist to provide the services, it may require sub-contractors who are B-BBEE compliant entities to involve HDIs, females or persons with disabilities to ensure that transfer of skills and knowledge occurs during the subsistence of this Agreement;
- 7.7.2 From the Operational Date at least Fifty Percent (50 %) of the persons acting at the senior management and operational levels within the NCEMS Operator shall be HDIs, females or persons with disabilities.
- 7.7.3 The NCEMS Operator shall, at the end of each three (3) months' period from the Operational Date, provide to the NGB, a report in respect of each of the undertakings stipulated in this clause, including, without limitation, the names and nature of businesses, type of goods and services provided and the aggregate cost of the goods and services procured from HDIs. This report must include commitments made by the NCEMS Operator against Specific Goals in terms of the Preferential Procurement Regulations, 2022.
- 7.8 The NCEMS Operator shall, annually from the Operational Date, provide to the NGB, a B-BBEE Certificate confirming the specific goals commitments made on the date of bid submission over the duration of this Agreement. The NCEMS Operator shall bear its own costs or incidental to attaining a B-BBEE Certificate.
- 7.9 The NCEMS Operator shall establish and set up a staff incentive share trust fund for the benefit of its staff in accordance with its operating license conditions.

8. LOCAL CONTENT

- 8.1 Each Bidder is required to commit to localise its procurement to the extent that there will be no detrimental effect to the running of the NCEMS. Bidders should clearly set out the value and volume of local content, indicating which components in the entire system will be procured locally and which not (stating where possible the reasons

for this decision). These assumptions must be reflected in Form 6.2 and its annexures prepared by the Bidder.

8.2 The assumptions will be guided by the following categories and sub categories:

Category					
NCEMS System Hardware	NCEMS System Software	Network Hardware	Operating System Software	Database	System environment
<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership 	<ul style="list-style-type: none"> • Design and Development, • Manufacturing, • Installation, • Service Provider, • Maintenance, • Licensing, • Ownership

8.3 Verification of local content will be conducted every two (2) years for the NCEMS Operator by SABS after the bid award. Costs of verification must be borne by the NCEMS Operator.

9. PAYMENTS AND GUARANTEE

9.1 Payments to the NGB

9.1.1 The NCEMS Operator shall on a monthly basis pay all monitoring fees (inclusive of interest earned) collected from the Route Operators and Independent Site Operators to the NGB by no later than the 1st day of every month, the first such payment to be made on the 1st day of the month following the Operational Date.

- 9.1.2 All moneys collected by the NCEMS Operator must be maintained in a separate interest bearing account used exclusively for the purposes of the collection of monitoring fees.
- 9.1.3 All interest earned on monitoring fees collected will be for the benefit of the NGB.
- 9.1.4 All deposits into the NGB's bank account must be supported by a reconciliation against the NCEMS data and moneys per the separate NCEMS interest bearing bank account clearly reflecting all transactions, deposits and bank statements thereof. Reasons for all reconciling items must be stipulated.
- 9.1.5 A two (2) day turnaround time frame will be attached to the resolution of all queries logged against the monitoring fees and relating supporting documents received.
- 9.1.6 The NGB must have read access to the separate interest bearing bank account to generate bank statements and monitor the inflow of monitoring fees as receipted.
- 9.1.7 The amounts payable by the NCEMS Operator in terms of this Agreement shall be paid by way of EFT into the following NGB bank account:

Account holder	National Gambling Board
Account number	061-193-887
Bank	Standard Bank
Branch and branch code	011-545 (Hatfield)
Type of account	Cheque
Reference	NCEMS Monitoring Fees

- 9.1.8 NCEMS monitoring fees are a zero-rated supply and as such are not subjected to output VAT payable to the SARS.

9.2 Payments to the NCEMS Operator

- 9.2.1 The contract price (inclusive of VAT) will be payable by the NGB to the NCEMS Operator with respect to services rendered.
- 9.2.2 Monthly invoices will be submitted by the NCEMS Operator for deliverables completed and accepted by the NGB.
- 9.2.3 Supporting documentation shall be provided with each invoice, to enable the NGB to verify that deliverables have been completed.
- 9.2.4 The NGB shall pay the NCEMS Operator, in consideration for the rendering of the Services, a monthly service fee (inclusive of VAT) for services rendered. Invoices must be aligned to the monthly Total Service Fees as reflected in **Table B of SBD 3.1 – Pricing Schedule**.
- 9.2.5 The amounts payable to the NCEMS Operator will be dependent on the NGB generating and collecting LPM Monitoring Fees.
- 9.2.6 At no time will the NGB pay over a Total Service Fee to the NCEMS Operator that is greater than or equal to the LPM Monitoring Fees Collected for the NGB.
- 9.2.7 Notwithstanding the above, in the event there is a regression in the revenue generated and collected in the LPM sector, and it results in the LPM Monitoring Fees Collected for the NGB amounting to less than the Total Service Fees payable to the NCEMS Operator, the Total Service Fees payable to the NCEMS Operator will be determined solely at the discretion of the NGB.
- 9.2.8 The above fee shall be calculated by the NGB and be paid to the NCEMS Operator within thirty (30) days after receipt by the NGB of the invoice, which payment shall be made by EFT into the following bank account of the NCEMS Operator:

Account holder	
Account number	
Bank	
Branch and branch code	
Type of account	

- 9.2.9 All payments to the NCEMS Operator in terms of this Agreement shall be made in South African Rand.
- 9.2.10 All payments shall be effected to the credit of such banking account of the NCEMS Operator as the NCEMS Operator may direct from time to time.
- 9.2.11 Payment for such works or deliverable items shall be due and payable within thirty (30) days after receipt of an invoice from the NCEMS Operator which invoice can only be issued after the certification of acceptance has been issued by the NGB.
- 9.2.12 Notwithstanding any term of this Agreement, the NCEMS Operator shall without additional charge to the NGB make such additions, modifications, or amendments to the reports or deliverable items as may be necessary to correct any mistakes or defects discovered and reported in writing by the NGB to the NCEMS Operator within a period of seven (7) working days after the receipt date.
- 9.2.13 The NGB is not liable for any additional or associated costs incurred by the NCEMS Operator as a result of any work performed outside the scope of this Agreement.
- 9.2.14 The NCEMS Operator may, with the prior written approval of the NGB, generate additional revenue by charging a fee for the following additional services:
- 9.2.14.1 Skills Development (other than that offered to the NGB, PLA's, RO's, SO's and ISO's);
 - 9.2.14.2 Development of Smart Cards (if applicable);

- 9.2.14.3 Monitoring and control hardware (similar to Site Data Logger);
and
- 9.2.14.4 any other approved Value Added Services.

9.2.15 The fees in respect of additional services may only be charged from Independent Site operators and Route Operators but shall not be charged to Site Operators.

9.3 **Performance Guarantee**

9.3.1 The NCEMS Operator shall provide the NGB with a “pro-rated” irrevocable performance guarantee as per the table in clause 9.3.3 below and on such terms as are acceptable to the NGB, which guarantee shall be provided by a Financial Service Provider that is registered with the Financial Services Conduct Authority or DFI, as assurance for the performance of the NCEMS Operator’s obligations in terms of this Agreement.

9.3.2 The Service Provider will be required to furnish the NGB with the Performance Guarantee in the amount of R30,000,000 (thirty million rand) within three (3) Business days from date of award to the Successful Bidder, in the form of an irrevocable guarantee, issued by a Financial Service Provider that is registered with the Financial Services Conduct Authority or DFI.

9.3.3 The Service Provider will further be required to increase the performance guarantee mentioned in the table below in this clause 9.3.3 five (5) Business Days after the prescribed number of LPM’s is reached in the respective categories.

Number of Limited Pay-Out	Guarantee
From	Amount
Up to 15000	R6 million
More than 15001	R30 million
More than 20001	R45 million

Number of Limited Pay-Out	Guarantee
More than 25001	R60 million
More than 30001	R75 million
More than 35001	R90 million
More than 40001	R105 million
More than 45001	R120 million

9.3.4 The performance guarantee shall not be *in lieu* of the rights of the NGB under this Agreement, but shall be in addition to, supplementary to and without prejudice to such rights.

9.3.5 Both initial and periodic costs incurred by the NCEMS Operator in the acquisition, provision and maintenance of such guarantee shall be borne by the NCEMS Operator.

10. **SERVICE LEVELS**

10.1 **Undertaking to achieve service levels**

The NCEMS Operator undertakes that in providing the Services, it shall achieve the service levels set out in Part 2 and Part 3 of this Agreement.

10.2 **Penalties**

Without detracting from any rights or remedies which the NGB may have under this Agreement, the NCEMS Operator agrees to pay penalties as stipulated in the Agreement, for failure to achieve any of the service levels stipulated therein.

10.3 **Obligations upon failure to meet service levels**

Should the NCEMS Operator at any time fail to meet the stipulated service levels, the NCEMS Operator shall, without prejudice to the NGB's rights and remedies:

10.3.1 pay for the actual costs incurred by the NGB, computed in terms of active

LPM's against average GGR per total number of LPMs in respect of the NCEMS Operator's failure to fulfil its obligations;

10.3.2 rectify its failure to perform by providing additional resources as may be necessary to perform the services in accordance with this Agreement at no additional charge to the NGB;

10.3.3 The NCEMS Operator shall promptly remedy any default.

10.4 Consequences of recurrent or excessive failure to meet Service Levels

In addition to any penalties laid down in clause 33 below, should the NCEMS Operator fail to achieve (due to factors within its direct control. This clause must be read together with clauses 33.3 and 33.5.)

10.4.1 a Critical Service Level of –

10.4.1.1 under 36 (Thirty-six) hours for data path 1; and

10.4.1.2 under 72 (Seventy-two) hours for data path 2

on more than 3 (Three) Occasions in any 6 (Six) month period;

10.4.2 a service level by a margin in excess of 20 % (Twenty Percent);

10.4.3 at least 95 % (Ninety Five Percent) of all service levels on 2 (Two) occasions in any 12 (Twelve) month period;

Such failure shall constitute a material breach of this Agreement as contemplated in clause 44 of this Agreement and without prejudice to any of the NGBs rights in terms of this Agreement or in law, the NGB may, in its discretion, terminate:

(a) the Services affected, or alternatively,

(b) this Agreement.

11. THE SYSTEM

11.1 The NCEMS Operator warrants that the NCEMS complies with and shall during the period of this Agreement, continue to comply with the functional specifications set out in Part 2 and Part 3 of this Agreement (and all legislative requirements, laws and policies applicable to the NCEMS), as amended by the Parties from time to time.

11.2 It is essential that the NCEMS Operator utilises the most current, advanced and

broadly used technology available in providing the Services, taking into consideration all commercial aspects and that of the manufacturers that serve the LPM market.

- 11.3 The NCEMS Operator shall review and evaluate the NCEMS on a continuous basis with the aim of maintaining the quality, precision and reliability of Services and shall report to the NGB on any significant findings that may alter its operations.
- 11.4 To this extent, the NCEMS Operator shall maintain a comprehensive NCEMS review strategy that articulates plans to keep the NCEMS abreast with technological advancements.
- 11.5 The NCEMS Operator shall on written notice by the NGB to that effect and on an annual basis submit to the NGB an independent technical and security audit to assess the effectiveness of the NCEMS.

12. SERVICE STANDARDS (INTERNAL CONTROL PROCEDURES)

12.1 NCEMS Operator to develop enquiry and complaint guidelines

The NCEMS Operator must develop, publish and enforce guidelines for use by its Personnel when handling enquiries and complaints from users to whom it renders Services pursuant to this Agreement.

12.2 Guidelines to be incorporated into Operator contracts

The guidelines relating to the handling of enquiries and complaints shall be incorporated into the service contracts concluded between the NCEMS Operator and the Operators.

12.3 Content of guidelines

The guidelines are to address the following areas of the provision of the Services:

- 12.3.1 the NCEMS Operator's procedures for the handling of user complaints;

- 12.3.2 the time frame for handling complaints through this procedure;
- 12.3.3 further recourse available to a user who is dissatisfied with the NCEMS Operators complaints handling procedure;
- 12.3.4 procedures adopted by the NCEMS Operator to assist Operators in disaster situations;
- 12.3.5 availability to Operators of quality information relating to the Operators LPMs.

12.4 **NCEMS Operator to maintain statistics on behalf of the NGB**

The NCEMS Operator must keep and maintain statistics on complaints made to the NCEMS Operator by users and must make available the said statistics to the NGB in a manner and form as prescribed by the NGB.

12.5 **NCEMS Operator to submit statistics**

- 12.5.1 The NCEMS Operator shall provide the statistics kept in terms of clause 12.4 to the NGB on a monthly basis, within Seven (7) Days of the end of the month to which the statistics relate.
- 12.5.2 The NGB may publish the statistics kept in terms of clause 12.4 in its discretion.

13. **RELATIONSHIP WITH PLAs AND OPERATORS**

13.1 **Separate contracts with Operators**

- 13.1.1 Pursuant to this Agreement, the NCEMS Operator shall enter into separate contracts, which shall be approved by the NGB, with all the Operators for the provision of the Services, provided that such contracts are not contrary to the terms and conditions hereof.

13.1.2 Where the provisions of the separate contracts and the SCC are in conflict, the provisions of these SCC shall prevail.

13.2 **Provision of the Services to Operators and PLA's**

13.2.1 The NCEMS Operator shall, amongst others, provide the Services to the PLA's and Operators, as set out in Part 2 and Part 3 of this Agreement.

13.2.2 In this regard, the NCEMS Operator shall:

13.2.2.1 be liable for loss, harm or damage suffered by the NGB arising out of the negligence, fraud, intentional or negligent act or omission by the NCEMS Operator in providing the Services;

13.2.2.2 collect Monitoring Fees on behalf of the NGB in accordance with the scale of tariffs determined in accordance with clause 15.

13.3 **Resolution of Disputes**

13.3.1 In the event of any dispute or difference of any kind whatsoever arising between the Parties regarding the terms of this Agreement, the Parties as represented by designated representatives shall make every effort to resolve amicably such dispute or difference by mutual consultation.

13.3.2 The Parties shall endeavour to resolve such a dispute, within a period of Five (5) working days, by means in the following order negotiation, mediation, conciliation or any other alternative method appropriate for the resolution of such a dispute.

13.3.3 Should the Parties be unable to resolve the dispute through the methods specified in clause 13.3.2 within thirty (30) days, the dispute will finally be resolved in terms of Arbitration Act, 1969 (Act 42 of 1969) by the Parties jointly appointing an arbitrator within ten (10) days of either Party in writing declaring "failure to resolve the dispute", failing which either Party will have the right to

request that an arbitrator be appointed for the Parties by the Arbitration Foundation of Southern Africa (AFSA). The decision of the arbitrator shall be binding on the Parties.

13.3.4 Should any dispute arise between the NCEMS Operator and the PLA's and/or the Operators such dispute shall be referred to the NGB for resolution. The NGB's decision on the matter shall be binding and final.

13.3.5 Notwithstanding any reference to mediation and / or court proceedings: the Parties shall continue to perform their respective obligations in terms of the Agreement unless they otherwise agree.

13.4 **Management of debt by the NCEMS Operator**

13.4.1 The NCEMS Operator shall, at its own cost, collect outstanding monitoring fees due and payable to the NGB from the ROs and the ISOs and pay such outstanding monitoring fees directly to the NGB.

13.4.2 The NCEMS Operator shall, within thirty (30) Days from the Operational date, submit to the NGB a Debt Management Policy outlining the processes for the collection of outstanding monitoring fees due and payable to the NGB.

13.5 **Indemnity**

The NCEMS Operator hereby indemnifies the NGB against all claims from all Operators or PLA's or any other third Party for any loss, harm or damage arising out of any act or omission of the NCEMS Operator or any failure by it to provide the Services or to comply with the provisions of this Agreement or the provisions of the agreements between the NCEMS Operator on the one hand and the PLA's or Operators respectively, on the other hand.

14. **STAKEHOLDER SATISFACTION SURVEY**

14.1 The NCEMS Operator acknowledges that the NGB may conduct Stakeholder satisfaction surveys as a quality assurance measure, during the term of this

Agreement, provided that the NGB shall give the NCEMS Operator not less than sixty (60) days' notice, prior to the conducting of such survey.

14.2 The results of such surveys are for information purposes only and shall not constitute any breach of this Agreement.

14.3 Any relevant changes as a result of such surveys shall be implemented in terms of this Agreement.

15. TARIFFS AND FEES

15.1 Tariffs and fees to be lodged

The tariffs and fees payable by Operators in terms of this Agreement shall be as provided for in this Agreement.

15.2 Format of notice of tariffs and fees

In relation to each kind of Service that the NCEMS Operator proposes to render, the notice of tariffs and fees (or amendment thereof) must be on an annual basis, based on:

15.2.1 a description of the Services; and

15.2.2 details of the nature and amounts of charges payable for such Services.

15.3 VAT

All tariffs and fees must be inclusive of VAT.

16. CONTRACT GOVERNANCE AND REVIEW

16.1 Management committee

In order to facilitate the effective management of the relationship, a management committee shall be constituted in accordance with the provisions of clause 24, as amended from time to time and shall report to the NGB on any contractual failures.

16.2 **Review of the Agreement**

This Agreement and the manner in and extent to which the NCEMS Operator is providing the Services shall be reviewed by the NGB:

16.2.1 within Twelve (12) months of the Operational Date;

16.2.2 annually thereafter on each anniversary of the Operational Date, to consider the NCEMS Operator's performance in terms of this Agreement.

17. **NCEMS OPERATOR'S WARRANTIES**

17.1 **The NCEMS Operator warrants that it shall at all times:**

17.1.1 acquire, use knowledge and sufficient expertise, together with all manuals, specifications, diagnostic aids, testing devices, specialised tools and equipment necessary to enable it to provide the Services;

17.1.2 use and adopt reasonable professional techniques and standards and provide the Services with due care, skill and diligence.

17.2 The NCEMS Operator acknowledges that its proposal which was submitted in response to the RFP contains material statements of fact upon which the NGB relied in appointing the NCEMS Operator in terms of this Agreement. The NCEMS Operator warrants that all material statements of fact contained in such proposal are true and correct and will remain true and correct as at the Commencement Date and

for the subsistence of this Agreement.

18. OBLIGATIONS OF NCEMS OPERATOR

18.1 Security, Back-up and Disaster Recovery

The NCEMS Operator shall comply with ISO/IEC 22301 Standards for security, back-up and disaster recovery requirements set out in this Agreement.

18.2 Items Required for the Services

The NCEMS Operator shall, at its expense, supply all items required for the provision of the Services.

18.3 NCEMS Operator Reporting Requirements

18.3.1 The NCEMS Operator shall record and maintain a written log of all activities within the locality of the NCEMS that are unusual, irregular and suspicious.

18.3.2 The NCEMS Operator shall on a monthly basis, report in writing to the NGB and to the PLA's in whose jurisdiction such activity had occurred.

18.3.3 Unlawful activities uncovered must be reported in writing to the NGB.

18.4 Access to the NCEMS Hosted Environment

The NCEMS Operator shall ensure that access to the components of NCEMS hosted locally is restricted to authorised employees, which employees shall include the employees of the NGB.

18.5 **Access to Records for Audit Purposes**

The NCEMS Operator warrants to provide reasonable access to the records pertaining to this project to the NGB and undertakes to provide such access to the NGB's nominated staff members immediately upon request by the NGB or its designated representative.

19. **PERSONNEL AND EMPLOYMENT EQUITY**

19.1 **Liability for Criminal Acts of Personnel**

The NCEMS Operator shall be liable to the NGB and the PLA's for any loss that the NGB and/or the PLA's may suffer as a result of any theft, fraud or other criminal act of any Personnel of the NCEMS Operator, or any person subject to the supervision or control of the NCEMS Operator, arising out of or associated with the provision of the Services.

19.2 **Suitably Qualified Personnel**

The NCEMS Operator shall employ suitably qualified and trained Personnel to provide the Services to the NGB and the PLA's in terms of this Agreement, provided that the NCEMS Operator shall be entitled, in its discretion, to allocate Personnel resources in accordance with the technical skills and knowledge required, and provided further that any exercise of such discretion by the NCEMS Operator shall not negatively impact upon the provision of the Services by the NCEMS Operator.

19.3 **Standards in respect of Personnel**

19.3.1 Without derogating from the foregoing, it is specifically recorded that due to the nature of the Services, the NCEMS Operator is required to employ Personnel who meet with the requirements of the NGB and the PLA's are fit and proper, who display the highest standards of integrity and honesty and who have not been convicted of any crime involving dishonesty, bribery, fraud or corruption.

19.3.2 In order to ensure compliance with the provisions of this clause, the NCEMS Operator shall:

19.3.2.1 register Key Employees with the PLA's and in compliance with the NGA and provincial gambling legislation prior to the date of employment with the NCEMS Operator;

19.3.2.2 register all Personnel with the PLA's and provide a probity report in respect of such person from a probity agency approved by the PLA's;

19.3.2.3 acquire all permissions necessary from such Personnel to enable the PLA to conduct probity investigations, if so required;

19.3.2.4 indemnify the NGB and the PLA against any claim arising out of the NCEMS Operator's failure to acquire the permissions contemplated in this clause;

19.3.2.5 make all appropriate Personnel records available to the NGB and the PLA on reasonable notice to enable the NGB and the PLA to monitor compliance by the NCEMS Operator with the provisions of this clause; and

19.3.2.6 shall ensure it submits application for registration and/or licensing of the Key Employees and other gaming employees with the PLA prior to giving/ allowing them access to the NCEMS.

19.4 **Code of Good Practice**

The NCEMS Operator shall, within sixty (60) days of the Operational Date, submit to the NGB a Code of Good Practice for approval.

19.5 **Contractors to comply with Code of Good Practice**

The NCEMS Operator shall ensure that consultants, contractors and subcontractors operating the NCEMS strictly apply the Code of Good Practice contemplated in this clause to any appointments made after the date of entering into an agreement with the NCEMS Operator, and such agreement shall include a provision for sanctions in the event of non-compliance.

19.6 **Employment equity**

19.6.1 The NCEMS Operator shall be required to set out measurable actions and programmes for B-BBEE, employment equity and representation, training and skills development against defined timetables and dates and shall be held to these measurable objectives in terms of this Agreement.

19.6.2 The NGB shall monitor progress against the given timetables and shall require an annual progress report describing the outcome of planned actions and commitments.

19.7 **Costs**

The NCEMS Operator shall bear all costs associated with compliance with the provisions of this clause 19, and all applicable laws, both prior to the Operational Date and at any time thereafter, when costs are incurred in the fulfilment thereof.

20. **DATA**

20.1 **Ownership of Data**

20.1.1 Data received by the NCEMS Operator from the NGB, the PLA's or Operators and all Data which the NCEMS Operator is required to generate or supply (other than data relating to the NCEMS Operator's own business), in terms of this Agreement, including all copies thereof; and

20.1.2 Data generated or collected or any database created by the NCEMS Operator (whether as a free-standing database or a modification or addition to an existing database) pursuant to this Agreement, shall be and

remain the property of the NGB, and the relevant PLA, and the NCEMS Operator shall not obtain any rights therein.

20.1.3 The NCEMS Operator shall not use such Data or databases for any purpose other than the provision of the Services.

20.2 **Access to Data**

20.2.1 Notwithstanding the provisions of clause 20.1, the Operators and the PLA's shall, subject to the provisions set out below, be allowed access to any Data which is within their operational sphere.

20.2.2 Data represents confidential information, subject to the following limited rights of access:

20.2.2.1 The PLA's shall have unrestricted access only to Data relating to the LPM's and Operators within their particular area of jurisdiction and no PLA shall have access to or sight of the Data relevant to any other PLA. In addition, the PLA's shall have the restricted right to submit, and amend data relating to particulars of Operators only (as opposed to Data generated by LPM's), falling within their area of jurisdiction;

20.2.2.2 Route Operators shall have unrestricted access only to Data relevant to the LPM's and Site Operators under their control;

20.2.2.3 The NCEMS provider helpdesk shall have access on behalf of ISO's to Data relating to their LPM's.

20.2.3 At all times, save in the restricted circumstances contemplated in this clause 20.2, the access to the Data concerned shall be on a read-only basis and under no circumstances whatsoever shall anyone, including the NCEMS Operator, have the right to alter, amend or delete any Data without the prior written approval of the NGB.

20.3 **Loss of Data**

The NCEMS Operator shall take reasonable precautions to preserve the integrity of the Data and to prevent any corruption or loss of the Data, including, without limitation and adhering to the provisions of this clause.

20.4 **Restoration of lost or corrupted Data**

Should the Data be corrupted or lost as a result of any Default by the NCEMS Operator, the NGB may, without prejudice to any other remedies it may have, require the NCEMS Operator at its own expense to restore or procure the restoration of the Data.

21. **INSPECTION AND REVIEW**

21.1 **NCEMS Operator to maintain full set of records**

21.1.1 The NCEMS Operator shall ensure that a full and accurate set of records is kept of all functions and activities performed in terms of this Agreement for the duration of this Agreement.

21.1.2 In addition the NCEMS Operator shall, in order to enable the NGB to determine whether the provisions of this Agreement are being complied with:

21.1.2.1 provide the NGB and the relevant PLA with such information as it may require;

21.1.2.2 allow the NGB and the relevant PLA, with prior written consent of the NGB, and with prior notification to the NCEMS Operator, to inspect and take copies of relevant documents of the NCEMS Operator, including:

21.1.2.2.1 all Data, information, software, procedures, event logs, transaction logs, audit trails, financial records, books, records, contracts and correspondence;

21.1.2.2.2 any other items which the NGB or relevant PLA considers necessary;

21.1.2.2.3 to conduct interviews with any of the NCEMS Operator's Personnel on reasonable notice.

21.2 **NCEMS Operator to provide reasonable assistance**

Where any information which is required for the purpose of the review in terms of this clause 21, is kept by means of a computer, the NCEMS Operator shall, at no cost to the NGB, give the NGB any assistance it requires to facilitate the inspection and the taking of copies of the information in a format as required by the NGB or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

21.3 **NCEMS Operator must allow access to premises**

Pursuant to this Agreement, the NCEMS Operator is required to allow the NGB access to any premises, where components of the NCEMS are located, or make the necessary arrangements for such access for the purpose of inspection or to take copies of any item of any description as is necessary.

21.4 **The NGB's rights in case of suspected unlawful activity by NCEMS Operator**

Notwithstanding the aforementioned, should the NGB reasonably suspect any fraudulent or other unlawful activity on the part of the NCEMS Operator or its Personnel, the NGB shall have immediate right to enter the NCEMS location and access all the records and Sites pertaining to the Services provided by the NCEMS Operator.

21.5 **No limitation of rights**

Nothing contained in this clause shall be construed as in any way limiting the rights of the NGB under the NGA or any other Law.

22. INTERNAL CONTROLS

22.1 Establishment of internal control system (“ICS”)

22.1.1 The NCEMS Operator shall establish an adequate ICS over the financial and operational areas of the NCEMS and the Services, to provide assurance of:

22.1.1.1 effective, efficient and economic operation;

22.1.1.2 protection of assets against unauthorised use, acquisition and disposal;

22.1.1.3 reliable financial information and reporting; and

22.1.1.4 compliance with the provisions of this Agreement and any other provisions imposed by or under the NGA.

22.1.2 The ICS shall be approved and reviewed by the NGB from time to time, and any changes thereto shall be requested in writing and approved by the NGB prior to taking effect.

22.2 Auditors' duties

The NCEMS Operator shall ensure that the external auditors are appointed at its own cost. The NCEMS Operator shall ensure that its external auditors are approved by the NGB. Such approval and appointment shall not be unreasonably withheld and shall require from the external auditors to:

22.2.1 report to the NGB, within three (3) months of the end of each financial year, stating whether the NCEMS Operator has kept a proper set of books and records and operated an adequate ICS as is mentioned in clause 22.1 above; and

22.2.2 inform the NGB whether during their audit, they became aware of any irregularities, fraud, failure to comply with any provisions imposed by or under any statute, breach of this Agreement or misconduct by the NCEMS Operator or its contractors, officers or employees, key employees, personnel and key contractors.

22.3 **NCEMS Operator to supply copies**

On an annual basis or whenever requested by the NGB, the NCEMS Operator shall conduct audits and provide the NGB with a copy of:

- 22.3.1 the NCEMS Operators internal and external Audit reports;
- 22.3.2 the NCEMS Operators IT Audit reports;
- 22.3.3 the NCEMS Operators Audited Annual financial statements;
- 22.3.4 Results of any reviews of the NCEMS Operators operations;
- 22.3.5 Results of IT Vulnerability and Penetration Test Audit Report;
- 22.3.6 the NCEMS Operators robustness report on the performance of the system;
- 22.3.7 the NCEMS Operators ISO / IEC 22301 and 27001 Certification / Accreditation;
- 22.3.8 B-BBEE Verification Certificate;

PART 2: TECHNICAL SCOPE

This part of the Agreement defines specific functions and Services to be provided by the NCEMS Operator.

The subject matter of this part is variable and subject to change and it is essential that it is regularly reviewed and re-evaluated.

Notwithstanding the above, it is essential that in making any amendments to this part of the Agreement, the Parties adhere to clause 16.

23. SCOPE OF NCEMS

23.1 The NCEMS Operator is to deliver 2 (two) major components namely:

23.1.1 Core Services: Made up as follows:

23.1.1.1 Data Collection Management and Monitoring System (“DCMM”) - The DCMM collates, prepares and introduces data into the Management and Monitoring System.

23.1.1.2 Management and Monitoring System (“MMS”) - The MMS is that component of the system which produces the appropriate reports for the NGB and the PLAs.

23.1.1.3 Management Information System (“MIS”) - The MIS refers to that component of the system that provides managers with information and tools for organising data.

23.1.1.4 Limited Pay-Out Machine and site data logger Lifecycle Management System.

23.1.1.5 Remote Management and Maintenance of Games.

23.1.2 Value Added Services (“VAS”)

23.1.2.1 Value-Added Services may be offered such as:

23.1.2.1.1 National Inspectorate Management System.

23.1.2.1.2 Provincial Inspectorate Management System.

23.1.2.1.3 Gambling Licenses Management System.

23.1.2.2 The abovementioned value added options must be tabled to the NGB and the NCEMS Management Committee (NMC) for approval through the NCEMS Operations and Change Management Committee (NOCMC).

24. GOVERNANCE STRUCTURES AND PROCESSES

This Agreement is governed by the governance and management structure as detailed below.

24.1 Accounting Authority of the NGB: Approves deviations, is responsible for decision making and serves as a Dispute Resolution Body for all governance structures.

24.2 The NCEMS Contract Management Committee: A committee consisting of the NGB and the NCEMS Operator.

24.3 The NCEMS Management Committee: A committee consisting of the NGB, the NCEMS Operator and PLAs.

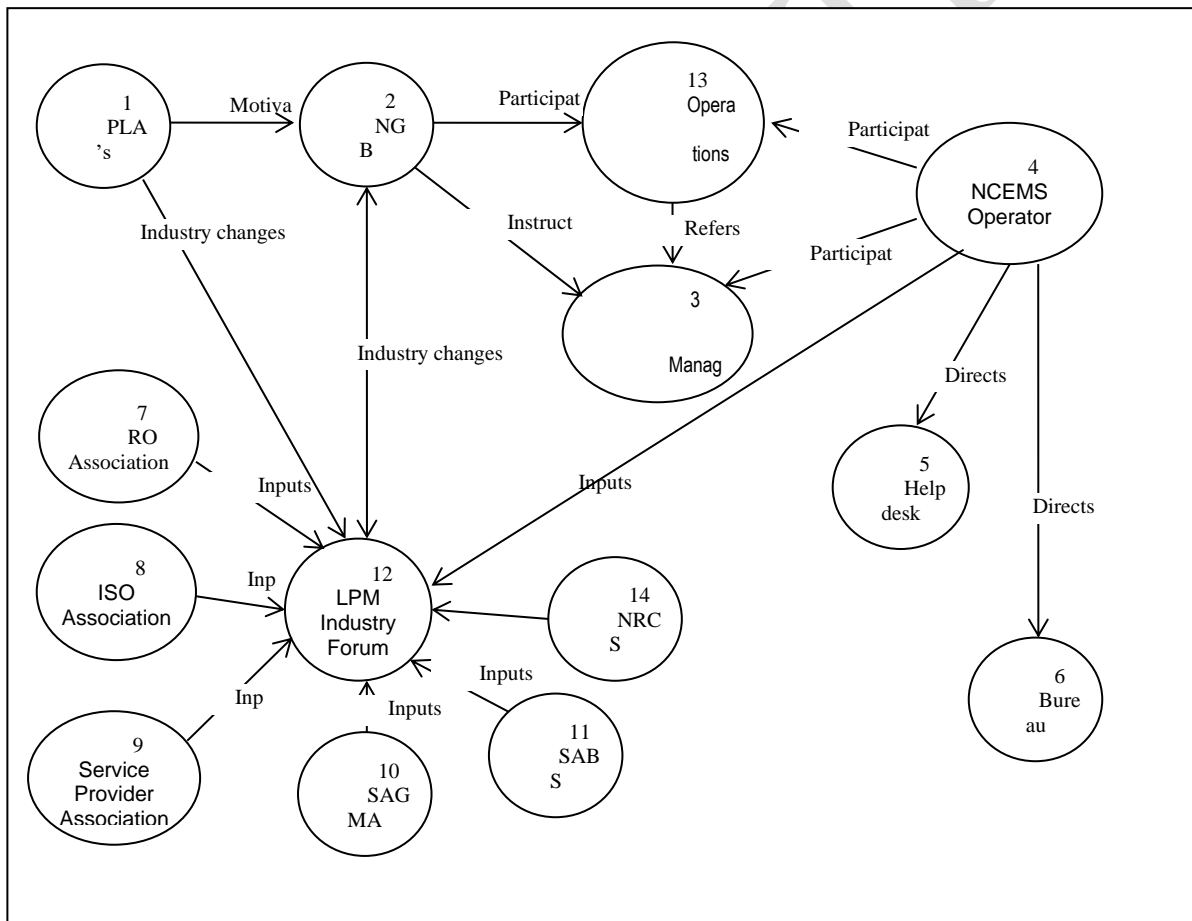
24.4 The NCEMS Operations and Change Management Committee (NOCMC): A committee consisting of the NGB, Service Provider and one (1) representative from each PLA.

24.5 Stakeholders are made up of, *inter alia*, the following but not limited to:

24.5.1 The Government represented by the Minister of Trade and Industry.

- 24.5.2 Provincial Government represented by the MECs.
- 24.5.3 PLAs.
- 24.5.4 LPM manufacturers.
- 24.5.5 ROs and ISOs.
- 24.5.6 SARS.
- 24.5.7 South African Bureau of Standards (SABS).
- 24.5.8 Testing Laboratories.
- 24.5.9 State Security Agency (SSA).
- 24.5.10 Gambling Industry Forums.
- 24.5.11 NRCS.

Figure 1 Management Structures and relationships



24.6 There shall exist several bodies and / or committees being:

- 24.6.1 NCEMS Contract Management team
- 24.6.2 NCEMS Management Committee

- 24.6.3 NCEMS Operations & Changes Committee
- 24.6.4 NCEMS Transitional Committee
- 24.6.5 LPM Industry Forum

24.7 The role players, their interactions and their relationships to these entities are outlined below. The recognised role players being but not limited to:

- 24.7.1 NCEMS Operator
- 24.7.2 PLAs
- 24.7.3 LPM Industry Forum (if any)
- 24.7.4 South African Gaming Manufacturers Association (SAGMA) (if any)
- 24.7.5 RO Association (if any)
- 24.7.6 ISO Association (if any)
- 24.7.7 NCEMS Management Committee (NMC)
- 24.7.8 NCEMS Operations and Changes Management Committee (NOCMC)
- 24.7.9 NRCS
- 24.7.10 NCMC

24.8 **Components of the governance structure**

24.8.1 **NCEMS Contract Management Committee (“NCMC”)**

24.8.1.1 **NCEMS CMC Objective**

The NCMC is to oversee the implementation of the NCEMS project over the duration of the contract. The NCMC is to be established within thirty (30) days after the Operational Date.

24.8.1.2 **Composition of the NCMC**

The committee is to compromise of both the NGB management and the NGB Operator directors.

24.8.1.3 **NCCM Members**

The NGB and the NCEMS Operator shall each appoint individuals who have the authority to represent the NGB and the NCEMS Operator, respectively, in connection with project implementation aspects, contract variation, and performance management of the NCEMS Operator in relation to this Contract. A NGB representative will chair the committee.

24.8.1.4 **NCCM Roles and Responsibilities**

The NCCM shall provide, amongst others, the following functions:

24.8.1.4.1 Monitor the project progress and ensure the delivery according to clauses 32 and 34;

24.8.1.4.2 Approve any variations to the above NCEMS implementation project;

24.8.1.4.3 Resolve any project issues;

24.8.1.4.4 Review the effect and impact of the NCEMS on a quarterly basis and on an annual basis and thereafter provide advice or recommendations to the shareholders (i.e. the Minister and to the National Gambling Policy Council);

24.8.1.4.5 The NGB will exclusively direct, manage the transfer, transition and replacement, (if necessary) of the NCEMS Operator, facilitate and incorporate the NCEMS replacement specifications.

24.8.1.5 **NCCM Schedule of meetings and report back**

The NCCM will meet on a monthly basis and report back to the Accounting Authority of the NGB.

24.8.2 **NCEMS Management Committee (NMC)**

24.8.2.1 **NMC Objectives**

When the handover process of the NCEMS and acceptance by the NGB is completed, the NMC and the NOCMC are established simultaneously. The NMC is to provide the strategic management and direction of the NCEMS and to ensure that the outcomes are in alignment with the statutory, regulatory and alignment requirements pertaining to the board and PLA obligations. Within a period of two (2) weeks after the handover and acceptance by the board of the NCEMS as complete, the NMC must be established.

24.8.2.2 **NMC Composition**

24.8.2.2.1 The Accounting Authority, or delegate of the NGB shall be the Chairperson of the NMC.

24.8.2.2.2 Consists of executive and senior management of the NGB, CEO's of PLA's and executive management of the NCEMS Operator.

24.8.2.2.3 The Chairperson of the NMC shall have the authority to represent the NGB in connection with all aspects of the NCEMS and in relation to this Agreement.

24.8.2.2.4 The Chairperson of the NMC may at her/his discretion, delegate her/his authority or allocate specific roles and functions to the members of the NMC.

24.8.2.2.5 The Chairperson may also at her/his discretion appoint any person to advise on matters related to the NCEMS or perform certain tasks on behalf of the NMC.

24.8.2.2.6 Membership of the NMC shall terminate on the

expiry of the members appointment as a member of the constituent entities.

24.8.2.2.7 The NGB and the NCEMS Operator shall each appoint individuals who have the authority to represent the NGB and the NCEMS Operator, respectively, in connection with aspects of this Contract.

24.8.2.3 **NMC Role and functions**

24.8.2.3.1 Represents the interests of shareholder (the Minister) and the NGB;

24.8.2.3.2 Oversees the management of the NCEMS project;

24.8.2.3.3 Makes decisions in all matters pertaining to the establishment, maintenance and components of the NCEMS in line with sections 27 and 65 of the NGA, the Gambling Regulations and the statutory functions of the NGB;

24.8.2.3.4 Provide strategic direction of the effect of the NCEMS and its impact on the NGBs oversight and monitoring functions in line with sections 27 and 65 of the NGA;

24.8.2.3.5 Review reports and recommendations received from the NCEMS Operations and Change Management Committee (“NOCMC”) and make decisions, issue directives and provide feedback to the NOCMC;

24.8.2.3.6 Review the effect and impact of the NCEMS on a quarterly basis and on an annual basis and thereafter provide advice or recommendations to the shareholder (i.e. the Minister and to the National Gambling Policy Council);

24.8.2.3.7 Decides on disputes relating to management and operations of the NCEMS, referred to it by the

NOCMC.

- 24.8.2.3.8 Approves tariffs and rates on recommendations of the NOCMC;
- 24.8.2.3.9 Approves any changes relating to business functionality, management processes, physical configuration and technological aspects of the NCEMS on recommendation of the NOCMC.
- 24.8.2.3.10 Determinations of the Tariff rates and recommend these to the NGB for ratification;
- 24.8.2.3.11 Approve the changes in business functionality of the NCEMS;
- 24.8.2.3.12 Approve any physical technical configuration changes or any changes of technology within the NCEMS;
- 24.8.2.3.13 Monitor the performance of the NOCMC;
- 24.8.2.3.14 Resolve any disputes originating at the NOCMC;
- 24.8.2.3.15 Evaluate the impact of any requests in terms of system impact, risk analysis and costs;
- 24.8.2.3.16 Provide report back to the NGB on the performance of the NCEMS as provided;
- 24.8.2.3.17 Provide report back to the NGB on the changes within the NCEMS as provided.
- 24.8.2.3.18 Take decisions regarding the relevant and specified activities that contribute toward the National Development Plan, 2030.
- 24.8.2.3.19 Directs and manage the transfer and transition and replacement, (if necessary) of the NCEMS Operator and facilitate and incorporate the NCEMS replacement specifications.

24.8.2.4 **NMC Meetings and reporting**

The meetings of the NMC will be held on a quarterly basis.

24.8.3 **NCEMS Operations and Change Management Committee (NOCMC)**

24.8.3.1 **NOCMC Objectives**

The NOCMC is to provide guidance on the resolution of the daily operations of the NCEMS. The NGB representative shall approve all resolutions prior to the implementation.

24.8.3.2 **NOCMC Composition**

24.8.3.2.1 The NGB chairs the NOCMC.

24.8.3.2.2 The committee is to comprise of not more than three (3) persons each in their employment to represent the NGB, PLA's, the NCEMS Operator.

24.8.3.2.3 By way of invitation one (1) member representing the LPM Industry Forum including but not limited to the following associations:

- a. South African Game Manufacturers Association (SAGMA) SAGMA comprises of members that are licensed under the South African jurisdiction as game manufacturers.
- b. South African Route Operators Association (SAROA). SAROA comprises of members that are licensed under the South African jurisdiction as Route Operators in the LPM industry.
- c. South African Independent Site Operators Association (SAISOA). SAISOA comprises of members that are licensed under the South African jurisdiction as Independent Site Operators in the LPM industry.
- d. South African Bureau of Standards (SABS). SABS may have a consultancy role as advisors to the LPM Industry Forum.
- e. LPM Industry Forum This is convened and

chaired by the Board on a regular basis. This forum is to provide a consultation mechanism between the NGB, NCEMS Operator, the Bureau, SAGMA, SAROA, SAISOA, SABS and any other entity as determined by the NGB. This shall facilitate the necessary changes to the LPM industry driven by the industry needs.

- f. National Regulator for Compulsory Specifications (NRCS) may have a consultancy role as advisors to the LPM Industry Forum.

24.8.3.3 NOCMC Role and functions

24.8.3.3.1 Provide advice to the NMC.

24.8.3.3.2 Manages and implement the NCEMS project including its daily operations, administration and activities and reports directly to the NMC.

24.8.3.3.3 Identify needs and recommend changes in the business functionality, physical and technical configuration, and the technology associated with the NCEMS and make the said recommendations to the NMC.

24.8.3.3.4 Endeavour to resolve queries, complaints, problems and disputes associated with the NCEMS and notify the NMC of any substantial queries, complaints, problems and disputes and when necessary (if the disputes are unresolved) refer the determination of such disputes to the NMC .

24.8.3.3.5 Continuously monitor, assess and evaluate the performance, cost-effectiveness, impact of the NCEMS make recommendations to the NMC.

24.8.3.3.6 Identify training, skills development and skills transfer needs, design or identify training programmes and present training, skills

- development and skills transfer plans to the NMC.
- 24.8.3.3.7 Report on results and impact of training, skills development and skills transfer to the NMC.
- 24.8.3.3.8 Implement the relevant and specified activities associated with the National Development Plan, 2030 (“NDP”).
- 24.8.3.3.9 Maintain historical records and intellectual memory of the NCEMS on behalf of the NMC.
- 24.8.3.3.10 Ensure the NCEMS Operator help desk and service Bureau performs their functions according to specifications including recording of all call logs, operational problems and changes effected.
- 24.8.3.3.11 Liaise with NMC and provide advice regularly on matters affecting NCEMS.
- 24.8.3.3.12 Provide monthly, quarterly and annual reports regarding performance, cost-effectiveness and impact of the NCEMS.
- 24.8.3.3.13 Implements the resolutions, decisions and directives of the NMC.
- 24.8.3.3.14 Ensures that all plans, including a NCEMS continuity and sustainability plans as well as business plans are implemented by the NCEMS Operator.
- 24.8.3.3.15 Analyse all reports provided by NCEMS Operator and make recommendations to the NMC.
- 24.8.3.3.16 Conducts quality assurance, random inspections, and ensures that the operations of the NCEMS comply with the requirements of the all relevant laws and regulations, SANS 1718 and ISO/IEC 27001.
- 24.8.3.3.17 Performs any other function related to the management, operation and implementation of the NCEMS Project not necessarily specified herein as delegated by the NMC on behalf of the NGB.

24.8.3.4 NOCMC Meetings

The NOCMC shall hold meetings on a monthly basis and when operational requirements demands of such a meeting.

24.8.3.5 NOCMC Change Mechanism Procedures

24.8.3.5.1 Changes resulting from queries, complaints and problems

The NCEMS Operator must, through its help desk, log all queries, complaints and problems related with the NCEMS functionality after receipt thereof from the LPM Industry, the NGB or any other Stakeholder thereafter submit details and a record of such queries, complaints and problems to the NOCMC for resolution and record keeping.

24.8.3.5.2 Changes that are LPM Industry Forum driven

24.8.3.5.2.1 Any formal submissions for changes in the functionality of the NCEMS received by the NCEMS Operator from the LPM Industry Forum, PLA's, or any other relevant forum must be tabled with the NOCMC for deliberation.

24.8.3.5.2.2 The NMC may approve the changes on behalf of the NGB on the recommendation of the NOCMC.

24.8.3.5.3 Changes that are NCEMS Operator driven

24.8.3.5.3.1 In the case of the NCEMS Operator identifying any changes that may have an effect on the business functionality of the NCEMS, those changes shall be logged at the NCEMS Operator Help Desk.

24.8.3.5.3.2 Following the logging, the NCEMS Operator shall propose a resolution to be considered by the NOCMC.

24.8.3.5.3.3 The NOCMC shall, where appropriate make recommendations to the NMC who will then escalate matters to the NGB. The NGB will instruct the NCEMS Operator to implement a suitable resolution to the identified changes.

25. IMPLEMENTATION PLAN

25.1 At the commencement of this project, the NCEMS Operator must submit the implementation plan which consists of two (2) aspects:

25.1.1 technical implementation as set out in clause 25.2; and

25.1.2 business implementation set out in clause 25.3.

25.2 Technical Implementation

The technical implementation plan consists of all aspects of the system relating to the actual design and usage of the NCEMS, including the NCEMS environment, the networking infrastructure and the client environment.

- 25.2.1 Implementers: NCEMS Operator, approved sub-contractor(s).
- 25.2.2 Stakeholders: The Minister , the National Gambling Policy Council, the NGB, PLA's, RO's, ISO's, South African gambling industry, all committees of the NCEMS project and the NRCS.
- 25.2.3 Tasks: As per the schedules in clause Part 3 of this agreement.

25.3 **Business Implementation**

- 25.3.1 The business implementation plan consists of the establishment of business functions and controlling bodies to enable facilitation of the effective usage of the technical solution.
- 25.3.2 This plan must be implemented in conjunction and in parallel to the technical implementation plan to ensure business continuity and as per schedules in Part 3 of this agreement.

25.4 **Certification**

The NRCS is to provide certification of compliance to the Standard SANS 1718.

25.5 **Acceptance of Delivery**

- 25.5.1 Only on the basis that the system is commissioned, NRCS certified and PLA approved, together with all the appropriate documentation, manuals, support structures and services, (subject to audit), shall the NGB consider the acceptance of the system.
- 25.5.2 This is to include a complete inventory and asset register as per clause 36.

25.6 **Standard configurations**

The NCEMS Operator is to provide detailed standard configurations for User

Access. These shall be included in the knowledge base.

25.7 **Governance of implementation**

25.7.1 **Structures and Procedures**

This phase is governed as detailed in clause 24.

25.7.2 **Auditing**

The implementation phase shall be subject to an IT audit prior to acceptance of delivery.

26. **OPERATIONS AND ROLLOUT OF THE LPM MONITORING SYSTEM**

26.1 **Scope of Operations**

26.1.1 The NCEMS Operator is to operate the infrastructure and applications in accordance to the requirements in SANS 1718 and the documented procedures as accepted by the NGB during the phase of acceptance of delivery as per clause 25.5 by the NGB.

26.1.2 The NCEMS Operator is to operate the NCEMS following best practices. These practices are to be modified by the NGB via the Management Committee from time to time.

26.2 **Performance of Operations**

26.2.1 General performance of the NCEMS is to be conducted in alignment with criteria as outlined in the proposal by the NCEMS Operator pursuant to the RFP and in this Agreement.

26.2.2 The NGB, on the basis of consultation with the LPM industry, shall determine additional performance guidelines from time to time.

26.2.3 The NCEMS Operator is to be aware that the NGB, prior to the completion of the acceptance phase shall conduct a review of the performance characteristics of the NCEMS.

26.3 **Governance of Operations and Rollout**

The NCEMS Project Committee, NCEMS Operations and Change Management Committee must ensure good governance and comply with the Law and government policies when performing their functions.

27. **VALUATION OF NCEMS**

27.1 At the beginning of year six (6) of the contract, NCEMS Operator must submit a proposal for the valuation of the NCEMS at fair market value at the end of the contract to the NGB. Such valuation must be premised on latest technologies available at the time. The NCEMS Operator will bear the costs associated with the valuation that will be conducted.

27.2 **The proposal for the valuation of the NCEMS should include all relevant:**

27.2.1 infrastructure,

27.2.2 equipment,

27.2.3 hardware and software

27.2.4 intellectual property of the system

which will be essential to ensure the effective and efficient on-going operation and maintenance of the system used to provide the NCEMS services.

28. **TRANSITION AND HANDOVER OF NCEMS TO ALTERNATE NCEMS OPERATOR**

28.1 **NCEMS Transitional Committee (TC)**

28.1.1 **TC Objective**

- 28.1.1.1 The NCEMS Operator understands that at the termination of this Agreement, the NGB may wish to transfer the service to another NCEMS Operator.
- 28.1.1.2 The TC must be established thirty (30) days after the appointment of the Next NCEMS Operator.
- 28.1.1.3 Within 30 days after establishment of the TC, the transitional plan must be submitted.
- 28.1.1.4 The dissolution of the TC is upon successful handover of the successful NCEMS Operator.
- 28.1.1.5 Subject to this Contract, transfer assistance shall be to the NGB by the NCEMS Operator, which shall include:
 - 28.1.1.5.1 Assisting the NGB in the drafting of a plan for the transition of services from the NCEMS Operator to the new NCEMS Operator, including facilities planning, human resources planning, and other planning necessary to effect the transition;
 - 28.1.1.5.2 Assisting the training of Next NCEMS Operator employees or subcontractors in the use of any software, hardware, or procedures that are to be retained;
 - 28.1.1.5.3 Providing full change management history created during the contract period.
 - 28.1.1.5.4 Providing the last three (3) years' help desk data for use by Next NCEMS Operator;
 - 28.1.1.5.5 Categorising all software used to provide the services, subject to not infringing any Intellectual Property;
 - 28.1.1.5.6 Participating with relevant software suppliers to transfer support services to Next NCEMS Operator;
 - 28.1.1.5.7 Decommissioning of all relevant telecommunications links and infrastructure and the sale from the NCEMS Operator to Next NCEMS Operator at fair market value of any relevant telecommunications equipment;

- 28.1.1.5.8 Decommissioning of all relevant hardware used to deliver the service and the sale from the NCEMS Operator to Next NCEMS Operator at fair market value of any relevant hardware;
- 28.1.1.5.9 Providing all archive copies of the NCEMS Operator data together with a means of interpreting the data to Next NCEMS Operator and confirming that the production copy of the data is permanently erased;
- 28.1.1.5.10 Providing a complete, up-to-date copy of the Procedures Manual and all other relevant documentation;
- 28.1.1.5.11 Providing other assistance upon NGB's reasonable request during the transfer assistance period.
- 28.1.1.5.12 Providing a list of all the NCEMS Operator staff interested in continuing work for Next NCEMS Operator with employment history.
- 28.1.1.5.13 Performance of transition and handover
- 28.1.1.5.14 The participation of the NCEMS Operator in the transition and handover shall be in accordance with the provisions of clause 28.

Governance of transition and handover

- 28.1.1.5.15 The Management Committee and Transitional Committee are to conduct governance as outlined in clause 24 and 28.
- 28.1.1.6 The TC is to oversee the transition of the NCEMS from the current NCEMS Operator to the NCEMS Operator. After the transition phase has occurred and at the point of handover and acceptance by the NGB, the TC automatically dissolves. The operation is to then continue under the structures of the NMC and NOCMC. It is at this point of time that the current NCEMS Operator is released of the pertinent transitional phase obligations.

28.1.1.7 The TC is to be established and dissolved as indicated as per clause 28.

28.1.2 Composition of the Transitional Committee (TC)

28.1.2.1 Both the NGB and the NCEMS Operator appoint Transition Project Managers. The NGB is the chairperson of this committee. The committee is to comprise of both the NGB and the NCEMS Operators representatives.

28.1.2.2 TC Members - The NGB and the NCEMS Operator shall each appoint individuals who have the authority to represent the NGB and the NCEMS Operator, respectively, in connection with transitional implementation aspects of this Contract.

28.1.3 TC Roles and Responsibilities

The TC shall provide, amongst others, the following functions:

28.1.3.1 Monitor the transition progress and ensure performance accordingly;

28.1.3.2 Approve any variations to the above NCEMS transition progress;

28.1.3.3 Resolve any transition issues;

28.1.3.4 Provide report back to the NMC on the performance of the transition of the NCEMS.

28.1.4 TC Schedule of meetings and report back

28.1.4.1 The TC will meet on a monthly basis and report back to the NMC.

28.1.4.2 Should it be necessary to transfer the management of NCEMS from one location to another or to seek a handover from one NCEMS Operator to another at the commencement and later at the termination of this Agreement, the current NCEMS Operator

must with the assistance of the TC, the NGB and the NOCMC do the following:

28.1.4.2.1 Submit a transfer plan to the NGB.

28.1.4.2.2 Immediately conduct orientation, induction and training regarding the management, administration, implementation and operation of the NCEMS in terms of the training, skills development and skills transfer plan(s).

28.1.4.2.3 Obtain from the NGB, at the commencement of this Agreement and providing at the termination of this Agreement full operation and change management history created during the contract period.

28.1.4.2.4 Endeavour to acquire during handover, if any, with the assistance of the NGB, at the commencement of this Agreement and provide to the NGB, at termination of this Agreement, all the historical records and Data of the NCEMS help desk.

28.1.4.2.5 Provide to the NGB a catalogue of all software to be used to provide the Services, subject to non-infringement of any Intellectual Property.

28.1.4.2.6 Endeavour to acquire during handover, if any all archive and Data copies together with a means of interpreting the Data and ensuring that the production copy of the Data is permanently erased.

28.1.4.2.7 Subject to this Agreement the participation of the current NCEMS Operator in the transition and handover if any, shall be conducted with regard to the functions of the NMC and NOCMC.

- 28.1.4.3 NCEMS Operator must submit a draft transitional plan
- 28.1.4.4 Should there be a possibility of relocating the NCEMS. The plan must demonstrate a seamless and uninterrupted transfer of services which will cater for the transfer of service to another NCEMS Operator and should include:
 - 28.1.4.4.1 Full change management history.
 - 28.1.4.4.2 Help desk data.
 - 28.1.4.4.3 Cataloguing of all data used to providing the service.
 - 28.1.4.4.4 How the NCEMS Operator intends to participate with software suppliers and other relevant critical service providers to transfer support services to the new NCEMS service provider.
 - 28.1.4.4.5 Training program to the new employees or subcontractors of the new NCEMS Operator.
 - 28.1.4.4.6 Decommissioning of all relevant telecommunication links, infrastructure and relevant hardware.
 - 28.1.4.4.7 Mechanisms of handing over all archive copies of the data to the new NCEMS Operator.

29. KNOWLEDGE MANAGEMENT

- 29.1 The NCEMS Operator shall ensure the detailed production and maintenance of the NCEMS knowledge base which must incorporate all aspects of the NCEMS and the LPM's will include:
 - 29.1.1 An enterprise business architecture indicating all business processes and procedures, business Data models and Data flows;
 - 29.1.2 An enterprise technical architecture indicating all technical processes and procedures, technical Data models and Data flows;

- 29.1.3 An integration model of all NCEMS components;
 - 29.1.4 A functional overview of all NCEMS components;
 - 29.1.5 A complete infrastructure model end-to-end, (including host, telecommunications, sites, NGB and PLAs, the NCEMS Operator Head office, ROs and ISOs);
 - 29.1.6 A control and management model of the system demonstrating the checks and balances;
 - 29.1.7 Detailed inventory of all components, hardware, software including applications and databases, and protocols;
 - 29.1.8 Network topology (data and telecommunications);
 - 29.1.9 The detailed planned and tested Disaster Recovery Plan;
 - 29.1.10 All training, skills development, skills transfer and operational guidelines, manuals, checklists, and materials.
- 29.2 The above knowledge base shall be placed in a repository that is easily accessible to the NGB, the NMC and the NOCMC. The knowledge base shall be audited on a regular basis as part of the IT Audit process.

30. TRAINING

30.1 General

30.1.1 The NCEMS Operator is to provide training, skills development, skills transfer specific to the NCEMS environment during the subsistence of this Agreement to all Stakeholders in terms of the transition plan and other relevant plans.

30.1.2 The NCEMS Operator shall provide for formal and computer based

training (“CBT”) tailored for the target and identified people.

30.1.3 The NCEMS Operator shall ensure that training guides and manuals are regularly updated and are commensurate with existing the NCEMS environment;

30.1.4 All training shall be provided to regulators at no cost.

30.2 **Affected Parties and training focus**

30.2.1 **The NGB and the NMC**

Comprehensive training pertaining to the following:

- 30.2.1.1 Overview of the industry;
- 30.2.1.2 The role of all NCEMS users;
- 30.2.1.3 Site procedures including licensing, installations, movements and operations;
- 30.2.1.4 NCEMS overview and usage;
- 30.2.1.5 System tool usage;
- 30.2.1.6 MIS usage;
- 30.2.1.7 Effective data analysis;
- 30.2.1.8 Policing, inspection, quality assurance mechanisms and reports (Inspectorate);
- 30.2.1.9 NCEMS oversight, monitoring and management;
- 30.2.1.10 NCEMS operational processes.
- 30.2.1.11 Site Data Logger installation and functionality;
- 30.2.1.12 Maintenance process.
- 30.2.1.13 Game enrolment; and
- 30.2.1.14 Network Protocols.

30.2.2 **PLAs**

Comprehensive training pertaining to the following:

- 30.2.2.1 Overview of the industry;

- 30.2.2.2 The role of all NCEMS users;
- 30.2.2.3 Site procedures including licensing, installations, movements and operations;
- 30.2.2.4 NCEMS overview and usage;
- 30.2.2.5 System tool usage;
- 30.2.2.6 MIS usage;
- 30.2.2.7 Effective data analysis;
- 30.2.2.8 regulatory mechanisms and reporting (Inspectorate).
- 30.2.2.9 Site Data Logger installation and functionality;
- 30.2.2.10 Maintenance process.
- 30.2.2.11 Game enrolment; and
- 30.2.2.12 Network Protocols.

30.2.3 SO's and ROs

Comprehensive training pertaining to the following:

- 30.2.3.1 Overview of the industry;
- 30.2.3.2 The role of all NCEMS users;
- 30.2.3.3 Site procedures including licensing, installations, movements and operations;
- 30.2.3.4 NCEMS overview and usage;
- 30.2.3.5 System tool usage;
- 30.2.3.6 MIS usage;
- 30.2.3.7 Effective data analysis;
- 30.2.3.8 Site Data Logger installation and functionality; and
- 30.2.3.9 Dealing with problem gambling and the National Responsible Gambling Program.

30.2.4 ISOs

Comprehensive training pertaining to the following:

- 30.2.4.1 Overview of the industry;
- 30.2.4.2 The role and services of the Bureau;
- 30.2.4.3 Provincial Rules and Regulations;

- 30.2.4.4 Site procedures including licensing, installations, movements and operations;
- 30.2.4.5 Security options;
- 30.2.4.6 Machine types and Manufacturers;
- 30.2.4.7 NCEMS overview and usage if required; and
- 30.2.4.8 Dealing with problem gambling and the National Responsible Gambling Program.

30.2.5 Service Providers

Comprehensive training pertaining to the following:

- 30.2.5.1 Overview of the industry, if required;
- 30.2.5.2 Site procedures including licensing, installations, movements and operations;
- 30.2.5.3 Site Data Logger installation and functionality; and
- 30.2.5.4 Maintenance process.

30.2.6 Game Manufacturers

Comprehensive training pertaining to the following:

- 30.2.6.1 Overview of the industry;
- 30.2.6.2 Site procedures including licensing, installations, movements and operations;
- 30.2.6.3 Site Data Logger installation and functionality;
- 30.2.6.4 Game enrolment; and
- 30.2.6.5 Network Protocols.

30.3 Training Courses

The NCEMS Operator shall provide the training courses as per clause 36.

31. HELPDESK

The NCEMS Operator shall maintain a Helpdesk, which shall service the NGB, PLA's and

designated personnel of RO's, Bureau, Service Providers and the manufacturers which help desk shall keep details of all users and shall be available twenty-four (24) hours daily (24/7).

31.1 **Location and Contact Information**

31.1.1 The NCEMS Operator Helpdesk shall be maintained at the NCEMS Operator Head office.

31.1.2 All contact information for the various helpdesk is as per the respective users.

31.2 **Scope of Responsibility**

The Scope of Helpdesk responsibility shall include:

- 31.2.1 Recording, tracking, resolution management and reporting on changes;
- 31.2.2 Recording, tracking, monitoring and reporting on Service levels;
- 31.2.3 Provide advice and guidance in all aspects of the NCEMS with users of the NCEMS;
- 31.2.4 Provide assistance in interpreting user manuals and procedural documentation;
- 31.2.5 Provide information on the optimal use of the NCEMS;
- 31.2.6 Distribute information such as proposed changes to the system, procedures or standards;
- 31.2.7 Inform users and co-ordinate potential downtime for maintenance when required;
- 31.2.8 Facilitate all password and user ID administration functions;
- 31.2.9 Liaise with management;
- 31.2.10 Interfacing and dispatching to other support groups;
- 31.2.11 Hardware break/fix maintenance requests;
- 31.2.12 Manage service level targets;
- 31.2.13 Provide periodic management information regarding performance

- against this Agreement to the NGB; and
- 31.2.14 Record and track all remote access software support calls.

32. SERVICES AND SUPPORT

32.1 Stakeholders

The NCEMS Operator shall supply standard services on behalf of the NGB to the identified stakeholders as detailed below:

32.1.1 NGB and PLAs

- 32.1.1.1 Comprehensive NCEMS, Analytical Tools and MIS training;
- 32.1.1.2 Helpdesk facilities;
- 32.1.1.3 On-line reports;
- 32.1.1.4 Comprehensive System review facilities and access;
- 32.1.1.5 Initial site inspection assistance;
- 32.1.1.6 Implementation of the NCEMS environment;
- 32.1.1.7 Management and support of the NCEMS as per agreed service levels;
- 32.1.1.8 Liaise with the NGB for the investigation, analysis, and costing of change requirements;
- 32.1.1.9 Implementation of approved changes;
- 32.1.1.10 Perform daily data collection of LPM's;
- 32.1.1.11 Record LPM life cycle management information;
- 32.1.1.12 Facilitate NGB access to all data at National and Provincial levels;
- 32.1.1.13 Facilitate the immediate escalation of high severity
- 32.1.1.14 Occurrences to the Inspectorate.

32.1.2 RO's

- 32.1.2.1 Comprehensive NCEMS, system tools and MIS training;
- 32.1.2.2 Helpdesk facilities;
- 32.1.2.3 Regular reports;

- 32.1.2.4 RO restricted system review facilities and access;
- 32.1.2.5 Site Support as stipulated in the contract between the NCEMS Operator and the RO;
- 32.1.2.6 Supply of Site Data Logger's; and
- 32.1.2.7 Business and technical consulting.

32.1.3 ISO's

- 32.1.3.1 Helpdesk facilities;
- 32.1.3.2 Bureau support services;
- 32.1.3.3 Regular reports;
- 32.1.3.4 ISO restricted System review services;
- 32.1.3.5 Initial site assessment assistance;
- 32.1.3.6 Site preparation guidance; and
- 32.1.3.7 Assist with licensing.

32.1.4 Game Manufacturers

- 32.1.4.1 Comprehensive NCEMS, Site Data Logger's and protocol training;
- 32.1.4.2 Helpdesk facilities;
- 32.1.4.3 Provision of NCEMS test environment;
- 32.1.4.4 Provision of testing software for protocol implementation;
- 32.1.4.5 Provision of protocol standards;
- 32.1.4.6 Advise on protocol implementation and usage; and
- 32.1.4.7 Supply of Site Data Logger's.

32.1.5 Service Providers

- 32.1.5.1 Comprehensive NCEMS, Site Data Logger, Implementation training;
- 32.1.5.2 Helpdesk facilities; and
- 32.1.5.3 Supply of Site Data Logger's.

32.1.6 NRCS

- 32.1.6.1 Comprehensive NCEMS training;
- 32.1.6.2 Helpdesk facilities; and

32.1.6.3 Provision of NCEMS test environment;

32.1.7 Testing Laboratories

32.1.7.1 Comprehensive NCEMS training;

32.1.7.2 Helpdesk facilities;

32.1.7.3 Provision of NCEMS test environment;

32.1.7.4 Provision of testing tools for protocol testing;

32.1.7.5 Provision of protocol standards;

32.1.7.6 Advise on protocol testing and usage; and

32.1.7.7 Supply of Site Data Logger's.

32.2 Bureau Services

The NCEMS Operator shall provide a Bureau service or similar service for the management and control of ISO's, as and when required by the PLA's, providing for the following conditions:

32.2.1 Availability

The Helpdesk services shall be available between 08:00 and 18:00 from Monday to Sunday for the express purposes of servicing the ISO's.

32.2.2 Scope of Responsibility

32.2.2.1 Query and complaint management;

32.2.2.2 Problem and change logging;

32.2.2.3 ISO training;

32.2.2.4 Financing Advice;

32.2.2.5 Weekly and Monthly ISO Reports and Analysis;

32.2.2.6 Site preparation and Implementation guidance and Assistance;

32.2.2.7 ISO Performance Monitoring;

32.2.2.8 ISO exception monitoring and escalation;

32.2.2.9 Reporting on PLA's; and

32.2.2.10 Service call monitoring.

32.3 **Reporting**

The NCEMS Operator shall provide reports in terms of this Agreement and also additional report formats free of charge to the NGB through the change management procedures. This is to include all standard and ad-hoc reports.

32.4 **Site Data Logger Support Services**

The NCEMS Operator is responsible for physical procurement, distribution, repair and maintenance of the Site Data Logger's. The support to the industry is on a return or exchange basis.

32.5 **Data Collection**

- 32.5.1 Site data collection shall be performed in such a fashion so as to minimise the impact to the RO's, SO's and ISO's;
- 32.5.2 Daily collections must be completed between the hours of 00H00 and 09H00;
- 32.5.3 Weekly collections completed on Sundays via dial-up on existing shared telephone lines until SO's, ISO's and RO's obtain (if necessary) dedicated telephone lines to the Site Data Logger's;
- 32.5.4 All data transmitted shall include a minimum 128-bit encryption;
- 32.5.5 The NCEMS shall ensure complete transmission with retry option for incomplete transmission; and
- 32.5.6 Reportable / security events shall result in the Site Data Loggers dialling into the NCEMS and reporting the event. This information shall be reported to the relevant Stakeholders for action.

32.6 **Inspectorate Management System**

32.6.1 **National Gambling Board**

- 32.6.1.1 Records all NGB inspectorate and quality assurance teams;
- 32.6.1.2 Issues Inspectorate , monitors, NMC and NOCMC with smart card and PIN for Site identification;

- 32.6.1.3 Generates a random weighted inspection list by province and area;
- 32.6.1.4 Records and date/time stamp visits;
- 32.6.1.5 Records visit history.

32.6.2 Provincial Licensing Authority

- 32.6.2.1 Provincial Inspectorate Management System
- 32.6.2.2 Records all PLA inspectorate staff;
- 32.6.2.3 Issues NCEMS inspectorate, monitors, NOCMC, NMC with smart card and PIN for Site identification;
- 32.6.2.4 Generates a randomly weighted inspection list by area;
- 32.6.2.5 Records and date/time stamp visits;
- 32.6.2.6 Records visit history.

32.7 Gambling Licenses Management System

- 32.7.1 Provides a full National and Provincial register of all licenses and types of licenses issued to all users;
- 32.7.2 It records holding and company details, site licenses and employee licenses or registrations;
- 32.7.3 It also issues reminders and allows review of payments;
- 32.7.4 Licensing details are also recorded;
- 32.7.5 Automatically disable the user where users license is revoked, expired (not renewed); and
- 32.7.6 Every licence must automatically expire after one (1) year of activation if the expiration date is not listed. The expiration date may not exceed a duration of one (1) year from date of issue.

32.8 LPM Lifecycle Monitoring System

Full lifecycle monitoring and information system is provided, and it continues to be provided to the NGB and to the PLA's as the machine changes ownership within the industry.

32.9 **Remote Management of Games**

The system enables and disables games on the same machine.

32.10 **Updates to peripheral devices**

LPM's with serial connections to coin acceptance devices, note acceptors, coinless and cashless devices can use this link to upgrade the software version.

32.11 **Disaster Recovery Plan**

32.11.1 As part of the NCEMS Operator's business continuity and sustainability plan, the NCEMS Operator is to submit the disaster recovery plan prior to the Operational Date;

32.11.2 The disaster recovery plan must be tested after 90 (Ninety) days from the Operational Date and shall be re-tested once annually;

32.11.3 The NGB shall approve this plan prior to the acceptance of the disaster recovery plan;

32.11.4 The disaster recovery plan must comply with the requirement as set out in ISO 22301

32.11.5 The disaster recovery plan must address matters of redundancy durability and strength of the NCEMS and provide report containing corrective measures to the NGB; and

32.11.6 The NCEMS Operator must test the practicability and the robustness of the disaster recovery plan on a regular basis.

32.12 **Data Security and Back-up**

The NCEMS Operator must provide the regular back-up of all data and ensure data security. The NCEMS Operator must employ appropriate procedures, following best practices, to ensure the security and retrieval of lost data.

32.13 **Testing Laboratories**

32.13.1 The NCEMS Operator shall provide a testing laboratory environment, which must be approved by the NGB and NRCS, within twelve (12) months from the Operational Date.

32.13.2 The testing laboratory environment must provide facilities to the game manufacturers or equipment manufacturers for the purpose of development testing and to NRCS for purposes of investigation.

33. PENALTIES

33.1 The two critical situations, Data path 1 and Data path 2, where penalties would be levied are detailed below. Implementation of data path 1 and 2 should be depicted in an architectural topology by the Bidder in the event if the Bidder being successful and upon conclusion of the final contract.

33.2 Data path 1 affects Data Collection, Events & Instructions and is determined to be the data path of the LPM Data as generated by the LPM unit that is transported up to and including the NCEMS environment where the Data has been secured and backed-up.

33.3 Data path 1 is allowed a maximum break in service of thirty-six (36) hours.

33.4 Data path 2 affects Data Presentation & Security and is determined to be the Data path of the LPM on-line reporting as generated by the NCEMS from which it is transported up to the NGB, PLA or RO.

33.5 Data path 2 is allowed a maximum break in service of seventy-two (72) hours.

33.6 The NCEMS Operator shall pay penalties when the performance of the NCEMS is deemed not satisfactory as a result of factors within its direct control.

33.7 The penalties are, but not limited to the following:

33.7.1 Data path 1: the value as determined by the NGB, plus any claims instituted by the NGB, and any claims of loss of income instituted by the

RO's and/or ISO's should the data not be collected and the LPM's and / or Site Data Logger's become shut down due to failure of data collection; and

33.7.2 Data path 2: the value as determined by the NGB, plus any claims instituted by the NGB and for the failure or inability of the NGB to obtain to suitable monitoring whereupon an incident has occurred and the consequence is the loss of income, and any claims of loss of income instituted by the RO's and / or ISO's should the reporting not be available whereby the LPM's and / or Site Data Logger's become shut down due to failure of data collection or a significant event.

PART 3: SCHEDULES

34. TECHNICAL IMPLEMENTATION (PROJECT PLAN)

The NCEMS implementation project plan of the NCEMS Operator shall at a minimum include the following tasks. The tasks referred to in the following implementation project plan are based on the assumption that the NCEMS Operator will begin implementation on the commencement date.

34.1 Training Sub-project

- 34.1.1 Internal Training (Train the Trainers)
- 34.1.2 External Training (Train the Trainers – Ongoing)
 - 34.1.2.1 NGB and PLA Administrators
 - 34.1.2.2 Route - Operator Administrators
 - 34.1.2.3 NRCS Administrators
 - 34.1.2.4 Manufacturer Administrators
 - 34.1.2.5 Service Provider Administrators

34.2 Networks & Hosting Sub-project - Networks and infrastructure acquisition, installation, testing and deployment.

- 34.2.1 Procure Production and Development Hardware and Software
- 34.2.2 Implementation of Production Infrastructure
- 34.2.3 Implementation of Development Infrastructure
- 34.2.4 Implementation and Configuration of NCEMS Application

- 34.2.5 Implementation of Telecommunications Network Infrastructure
- 34.2.6 NCEMS Host Operations and Support Documentation
- 34.3 NCEMS Testing Phase Sub-project
 - 34.3.1 NCEMS Optimisation Phase
 - 34.3.2 Testing Phase
 - 34.3.2.1 Functional Testing
 - 34.3.2.2 Integration and System Testing Phase
 - 34.3.2.3 Load, Stress, Volume and Configuration Testing Phase
 - 34.3.2.4 Fail over and Recovery Testing Phase
 - 34.3.2.5 User Acceptance Testing
 - 34.3.2.5.1 Data take-on.
 - 34.3.2.5.2 Interface deliverables.
 - 34.3.2.6 Certification Testing (includes hardware safety testing)
- 34.4 NRCS Certification Sub-project
 - 34.4.1 NRCS Certification Phase
 - 34.4.2 Testing of the field systems prior to connection to the network and final NRCS certification.
- 34.5 Proposal on the assessment, design, development, implementation, operation, testing, deployment and management of the NCEMS solution in accordance with the service level metrics defined for this project.
- 34.6 Technical systems (operating systems, databases, communications, middleware etc.) acquisition, installation, testing and deployment.
- 34.7 Packages acquisition, installation, testing and deployment.
- 34.8 Integration issues.
- 34.9 Disaster Recovery Plan
 - 34.9.1 Fail-over testing of the hardware and software used in the NCEMS.
 - 34.9.2 Fail-over testing of the networks.
- 34.10 Commissioning.
- 34.11 Hand-over (in line with the transition plan).
- 34.12 Details, quantity and measurement of the human resources and any other resources required for completing each step.
- 34.13 Risk management plan.
- 34.14 Definition of the project management methodology and tools.
- 34.15 A list of milestone dates that require action by the NGB.

- 34.16 Detail description of all sub-contractors to be used as well as a delivery schedule per contractor.
- 34.17 Measure project deadlines, budget, diagrams and performance objectives.
- 34.18 Communication strategy for the implementation project plan to stakeholders with meaningful reports.

35. BUSINESS IMPLEMENTATION

- 35.1 The NCEMS Operator must develop a business implementation plan as articulated in clause 25.3.
- 35.2 This business implementation plan shall be based on the assumption the NCEMS Operator will begin implementation on the commencement date.

36. INVENTORY AND ASSET REGISTER

The applicant must develop an inventory and asset register and indicate such in an architectural topology.

37. TRAINING, SKILLS DEVELOPMENT AND SKILLS TRANSFER

37.1 List of courses offered

(This list is not conclusive and the complete list will be drawn in conjunction with the NCEMS Operator’s training, skills development and skills transfer plan)

It	Course Description
1	Central Electronic Monitoring System (NCEMS) Overview for the NGB
2	Central Electronic Monitoring System (NCEMS) Overview for the Provincial Licensing Authorities
3	Central Electronic Monitoring System (NCEMS) Overview for the Route Operators

It	Course Description
4	Central Electronic Monitoring System (NCEMS) Overview for the ISO's
5	Central Electronic Monitoring System (NCEMS) Overview for the Bureau
6	Central Electronic Monitoring System (NCEMS) Overview for certification bodies, manufacturers and distributors
7	Training for Engineers and Technicians of the Route Operators, certification bodies, manufacturers and distributors
8	Training of Engineers and Technicians for the ISO's
9	Training of Engineers and Technicians for the Service Providers
10	Training for Account Managers of the Route Operators
11	Training for Financial Accountants of the Route Operators
12	Training for Service Managers and Service Secretaries of the Route Operators
13	Training for Provincial Managers of the Route Operators

37.2 **Training Courses, Locations and Frequency**

37.2.1 **Objectives**

37.2.1.1 Primarily aimed at training the trainer.

37.2.1.2 To provide the stakeholders with the skills which are key to a successful and smooth operation of the industry.

37.2.2 **Train-the-trainer**

The training shall be provided on a train-the-trainer basis for the following stakeholders to minimise the training costs to the industry:

37.2.2.1 Route Operators

37.2.2.2 Independent Site Operators

37.2.2.3 Service Providers

37.2.2.4 Manufacturers

37.2.2.5 Testing Laboratories

37.3 **The preferred location for training shall be the seat of the NCEMS Operators offices**

However, the NCEMS Operator may provide training at any other places, locations if prior arrangements are made and agreed to by both Parties.

Course	Target Persons	Location	Frequency
LPM Monitoring & Control System – NGB	NMC, NOCMC NGB Personnel	NCEMS Operators’ offices	Every 6 (Six) months
LPM Monitoring & Control System – PLA	NGB Monitors, inspectors, PLA Personnel	NCEMS Operators’ offices	Every 6 (Six) months
LPM Monitoring & Control System – RO’s	NGB Personnel RO’s Training Personnel	NCEMS Operators’ offices	Quarterly / As & when required
LPM Monitoring & Control System – ISO’s	NGB Personnel ISO’s Training Personnel	NCEMS Operators’ offices	Quarterly / As & when required
LPM Monitoring & Control System – Bureau	NGB Personnel Bureau Personnel *	NCEMS Operators’ offices	Quarterly / As & when required
LPM Monitoring & Control System – NRCS and Manufacturers	NGB and NRCS Personnel Manufacturer Training Personnel	NCEMS Operators’ offices NRCS offices	Quarterly / As & when required
LPM Monitoring & Control System – Testing Laboratories	NGB Personnel Test Lab Personnel	NCEMS Operators’ offices	Quarterly / As & when required
LPM Monitoring & Control System – Service Providers	NGB Personnel SP Training Personnel	NCEMS Operators’ offices	Quarterly / As & when required
NCEMS Controllers – RO’s	NGB Personnel RO’s Training Personnel	NCEMS Operators’ offices	Quarterly / As & when required
NCEMS Controllers – ISO’s	NGB Personnel ISO’s Training Personnel	NCEMS Operators’ offices	Quarterly / As & when required
NCEMS Controllers	NGB Personnel	NCEMS Operators’	Quarterly / As &

Course	Target Persons	Location	Frequency
– Bureau	Bureau Personnel*	offices	when required
NCEMS Controllers – Manufacturers	NGB Personnel Manufacturer Training Personnel	NCEMS Operators' offices	Quarterly / As & when required
NCEMS Controllers – Testing Laboratories	NGB Personnel Test Lab Personnel	NCEMS Operators' offices	Quarterly / As & when required
Protocol Implementation – Manufacturers	NGB Personnel Manufacturers Training Personnel	NCEMS Operators' offices	Quarterly / As & when required
Use of Analytical Tools	NGB personnel, PLA, RO & Bureau	NCEMS Operators' offices	Quarterly / As & when required
Use of Reports	NGB, PLA, RO & Bureau	NCEMS Operators' offices	Quarterly / As & when required
Exporting Information to Excel Sheets	NGB, PLA, RO & Bureau	NCEMS Operators' offices	As & when required
Extract file for Import into the Accounting System	NGB, PLA, RO & Bureau	NCEMS Operators' offices	As & when required

* This is in-house training for NCEMS Operator and NGB staff.

37.3.1 In addition to these courses, NCEMS Operator shall train individual employees if so required. This training shall be for the following target roles:

- 37.3.1.1 Provincial Managers
- 37.3.1.2 Financial Accountants
- 37.3.1.3 Services Managers
- 37.3.1.4 Machine Movement Managers
- 37.3.1.5 Service Secretaries
- 37.3.1.6 Account Managers
- 37.3.1.7 Systems Managers

37.3.1.8 Engineers / Technicians

37.3.2 Each of the above-mentioned additional training courses should specifically be designed to be completed in 8 (eight) hours. Certificates must be awarded and must be approved by SETA or any other recognised institution, within a reasonable period after the commencement of the training by the NCEMS Operator.

38. REPORTING

Amongst the reports that are to provided are:

Reports per Stakeholder:

Party	Frequency	Content
NGB		System performance and availability statistics (separate datapath 1 and datapath 2).
		Growth, usage and problem trends.
		Licensing and taxation information.
		Tax Report
		Tax by Route Operator Report
		Summary reports on command to Inspectorates and Financial Management
PLA		System performance and availability statistics (separate datapath 1 and datapath 2).
		Trend reports.
		Licensing and taxation information.
		Provincial Tax Report
		Provincial Service Report
		Provincial Tax by Route Operator Report
NGB and PLA		Provincial Managers' Report
		Total Revenue generated by LPMs (market size definition)
		Total number and value of bets placed
		Number of changes in respect to new/changed/removed entities and associated equipment of existing ROs, ISOs and SOs

Party	Frequency	Content
		Capturing of NRCS certification of machines and games.
		Revenue, Taxes and Levies earned.
		Payout rate as a percentage.
		Total number of incidents and resolutions (Distributed by operator, resolved or outstanding, duration etc.)
		Changes to number of machines allocated / operated by the ROs or ISOs.
		Total number of machine changes (new/upgraded/removed, time up/off, approved by Inspectorate).
		Total number of game changes (new/upgraded/removed, approved by Inspectorate).
		Total number of game applied to machines (new/upgraded/removed, approved by Inspectorate).
		Data collection failures / recoveries.
RO		LPM Income by Model and Estate Report
		LPM Income for Province Report
		LPM Income by Site Report
		Monthly Estate VTP Report
		Monthly Service Calls Report
		Provincial Managers' Report
ISO		System performance and availability statistics.
		Trend reports.
		Licensing and taxation information.
		Monthly Site Analysis Report
		Site Weekly Machine Take Report
		Weekly Machine VTP Report
Game Manufacturers		Asset and Movement Reports
		Game Modification Reports
Service Providers		Monthly Service Calls Reports
Testing Laboratories		Certified Gaming Equipment Reports
NRCS		Capturing of NRCS certification of machines and games.

Party	Frequency	Content
		Total number of incidents and resolutions (Distributed by operator, resolved or outstanding, duration etc.)
		Changes to number of machines allocated / operated by the ROs or ISOs.
		Total number of machine changes (new/upgraded/removed, time up/off, approved by Inspectorate).
		Total number of game changes (new/upgraded/removed, approved by Inspectorate).
		Machine Status Information Report
		Significant Events (All Events) Report
		Significant Events (Type 4) Report
Provincial Bureau		Provincial Tax Report
		Provincial Tax by Bureau Report
		Bureau Managers' Report
General		Site Collection Report
		Machine Collection Report
		Machine Status Information Report
		Significant Events (All Events) Report
		Significant Events (Type 4) Report
		Site Visit history Report

Reports per function:

Report Per Core Function	Content
MMS Reports – Management Monitoring System	Total Revenue Generated by LPM's Reports
	Total Bets Placed Reports
	Industry Gross and Net Revenue Reports
	Return to Player Percentage by Route Operator Reports
	Return to Player Percentage by Game Reports
	Calculation of Route Operator Deductions Reports
	Calculation of Site Deductions Reports
	Certified Models Reports

Report Per Core Function	Content
MIS Reports – Management Information System	NCEMS Operator Reports
	Account Extracts Reports
	User Access Rights Reports
	Stock Reports <ul style="list-style-type: none"> • Stock Machines Not Installed by Manager Reports • Stock Machines Not Installed by Owner Reports
	Site Reports <ul style="list-style-type: none"> • Site Machine Income Reports • Site Machine VTP Reports • Site Analysis Reports
	Collections Reports <ul style="list-style-type: none"> • Significant Events Record Report • Site Collection Record Report • Machine Collection Record Report
	National Reports Licensing Authority Reports <ul style="list-style-type: none"> • Account Extracts Reports • Licensing Authority Deduction by Operator Reports • Gaming Service Reports by Operator • Machine Income by Model Reports • Licensing Authority Managers Reports • Machine Gross Gaming Revenue by Operator and Site Reports • Machine VTP by Operator and Site Reports
Route Operator Reports	Account Extracts Reports
	Machine Income by Model and Estate Reports

Report Per Core Function	Content
	Machine Downtime by Model and Estate Reports
	Machine Income by Model for Operator Reports
	Estate Analysis VTP Reports
	Machine Income by Site and Estate Reports
	Service Calls by Estate
	Provincial Managers Reports
Bureau Reports	Machine Income by Site and Estate
	Service Calls by Estate Reports
	Net income by Site and Estate Reports
	Machine Downtime by Model and Estate Reports
	Machine Income by Model for Operator Reports
	Estate Analysis VTP Reports
Other Reports	Site Inspection List
	User Access Rights

39. TARIFFS AND FEES SCHEDULE

39.1 The fees and tariffs to be charged by the NCEMS Operator shall be in accordance with those set out in the table below, exclusive of VAT.

The table below indicate the current tariffs and fees as approved by the NGB.

Description	Fees and Tariffs
SDL	
Selling Price	To be determined by NCEMS Operator

Description	Fees and Tariffs
Increase per annum	To be determined by NCEMS Operator
NCEMS Monitoring Fees (based on Gross Gaming Revenue (GGR))	
Up to 15000 Installed LPMs	6%
Up to 20000 Installed LPMs	5.61%
Up to 25000 Installed LPMs	5.21%
Up to 35000 Installed LPMs	4.42%
Up to 42000 Installed LPMs	3.87%
More than 42000 Installed LPMs	3.24%
Additional Cost (based on GGR)	
Bureau fees	To be determined by NCEMS Operator
ISO (maximum of 5 LPMs per site)	2.46%
ISO (maximum of 40 LPMs per site)	2%
Training	
Training and instruction and testing	To be determined by NCEMS Operator
Testing Laboratory Annual fee	To be determined by NCEMS Operator
Testing tool I	To be determined by NCEMS Operator
Testing tool II	To be determined by NCEMS Operator
NCEMS Licensing fees for Manufacturers and Service Providers	
Registration	To be determined by NCEMS Operator
Monthly fee	To be determined by NCEMS Operator
Other Costs	To be determined by NCEMS Operator

Description	Fees and Tariffs
Smart card fee	To be determined by NCEMS Operator
Additional optional communications cost (install, remove, collect outside normal daily collection)	To be determined by NCEMS Operator

Note: All prices to be determined by the NCEMS Operator shall be subject to approval by the NGB.

39.2 The number of LPM's used in calculating the NCEMS monitoring fees described in the tariff and fees table above shall be determined at the end of each gambling tax collection period applicable in a province, and any change in NCEMS monitoring fees shall take effect in the subsequent gambling tax collection period for that province.

39.3 The NCEMS Operator shall prepare smart cards, which shall be used *inter alia* for identification purposes, and distribute them to the NGB and PLA's from where the cards would be issued to the relevant stakeholders.

40. CONFIDENTIALITY AND NON-DISCLOSURE

40.1 Confidentiality obligations

Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the Disclosing Party") or which becomes known to them during the course of this Agreement.

40.2 Nature of the confidential information

The confidential information of the Disclosing Party shall, without limitation include:

40.2.1 all software and associated material and documentation, including information contained therein;

40.2.2 the NGB's Data;

- 40.2.3 all information relating to:
 - 40.2.3.1 the Disclosing Party's past, present and future research and development;
 - 40.2.3.2 the Disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets.

40.3 **The Receiving Party's obligations with regard to confidential information**

The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its confidential information:

- 40.3.1 it shall only make the confidential information available to those of its personnel and advisors who are actively involved in the execution of its obligations under this Agreement and then only on a "need to know" basis;
- 40.3.2 it shall initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure and shall take all practical steps to direct upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;
- 40.3.3 subject to the right to make the confidential information available to their personnel under clause 40.3.1 above, they shall not at any time, whether during this Agreement or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties;
- 40.3.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the NGB and the Disclosing Party which have or shall come into the possession of the Receiving Party and its personnel, shall be, and shall at all times remain, the sole and absolute property of the NGB and shall be promptly handed over to the NGB when no longer required for the purposes of this Agreement.

40.4 **Obligations in respect of confidential information upon termination**

- 40.4.1 Upon termination or expiry of this Agreement, the Parties shall deliver to each other a written instruction to destroy all originals and copies of confidential information in their possession.
- 40.4.2 Both during the term of this Agreement and at all times after its termination, the NCEMS Operator shall observe strict confidentiality with regard to the NCEMS Technology and the Technical Information and shall not disclose the same to any third person or permit such information or knowledge to be used by a third person without the written consent of the NGB first being obtained prior to such disclosure or use; provided that such consent shall not be unreasonably withheld.

40.5 **Information, which shall not constitute confidential information**

The aforementioned obligations shall not apply to any information which: -

- 40.5.1 is lawfully in the public domain at the time of disclosure;
- 40.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 40.5.3 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- 40.5.4 is disclosed pursuant to a requirement or request by operation of Law, regulation or court order.

40.6 **Indemnity in respect of confidential information**

The Receiving Party hereby indemnifies the Disclosing Party against any loss or damage that the Disclosing Party may suffer as a result of a breach of this clause

by the Receiving Party or its personnel.

40.7 **Right to request disclosure or to disclose**

40.7.1 The NGB shall, during the term of this Agreement, have the right to request the NCEMS Operator to disclose the NCEMS Technology and the Technical Information to a person or entity designated by the NGB and the NCEMS Operator undertakes to comply with such a request from the NGB, provided that the receiver of such information shall abide by this confidentiality clause.

40.7.2 The NGB shall at all times have the right to disclose the NCEMS Technology and the Technical Information to such persons and entities insofar as it is necessary for the NGB to fulfil its regulatory functions, provided that the receiver of such information shall abide by this confidentiality clause.

40.8 **Survival of Provisions**

The confidentiality and non-disclosure clause is severable from the rest of this Agreement and shall remain valid and binding on the Parties, notwithstanding any termination of this Agreement, for a period of 10 (ten) years from the date of termination.

41. **SURVIVAL OF CLAIMS**

Termination of this Agreement will not absolve either Party of any claims against it that arise under this Agreement before the Agreement is terminated.

42. **DISCLAIMER OF LIABILITY ON THE PART OF THE NGB**

42.1 **Approval does not constitute warranty**

42.1.1 Notwithstanding any tests carried out or approvals or acceptances given by the NGB, such tests, approvals or acceptances shall not constitute a warranty by the NGB that any system or services of equipment used in the operation of the NCEMS is of the required quality and it is fit for its purpose.

42.1.2 Accordingly, the NCEMS Operator shall assure itself that all equipment, systems, services are suitable for the operation of the NCEMS.

42.2 **NGB Disclaims Liability**

The NGB accepts no liability for any loss or damage suffered by the NCEMS Operator in placing reliance on such acceptance or approval or otherwise arising out of such acceptance or approval, whether or not resulting from any negligent or wrongful act or omission by or on behalf of the NGB.

42.3 **No liability arising out of contents of RFP**

The NCEMS Operator agrees that the NGB or any of its advisors or consultants shall not be liable for any facts, information, opinion or conclusion contained or expressed in the RFP.

43. **FORCE MAJEURE**

43.1 **No liability for failure to fulfil a Party's obligations**

Neither Party shall be liable for any failure to fulfil its obligations under this Agreement if such failure is caused by any circumstances beyond its reasonable control, including, fire, flood, war, hurricane, lawful industrial action, government restrictions or an act of God.

43.2 **Party affected to notify other Party**

Should any event of *force majeure* arise, the affected Party shall notify the other Party without delay and the Parties shall meet within three (3) days of the notice to negotiate in good faith alternative methods of fulfilling its obligations under this

Agreement.

43.3 **Right to cancel the Contract**

Should either Party be unable to fulfil a material part of its obligations under this Agreement within a period of five (5) days due to circumstances as stated in clause 43.1, except in the case of the lawful industrial action, the other Party may cancel this Agreement forthwith by written notice.

44. **NCEMS OPERATOR NOT TO WITHHOLD OPERATIONS**

Notwithstanding any dispute that may arise between the NGB and the NCEMS Operator or any other matter that may arise, under no circumstances whatsoever and howsoever arising, may the NCEMS Operator withhold any Service due to be performed in terms of this Agreement.

45. **BREACH**

45.1 Should the NCEMS Operator commit a material breach of this Agreement, including, without limitation:

45.1.1 committing a material failure to provide the Services;

45.1.2 bringing the name of the NGB or any PLA into disrepute;

45.1.3 failing to adhere to the standards of probity required of it;

45.1.4 committing recurrent failures to meet Critical Services Levels; and

45.1.5 depending upon the nature of the breach, failure to remedy such breach or conduct within the period stipulated by the NGB,

the NGB may, in addition to any other rights and remedies that it may have, including the right to recover damages, terminate this Agreement, within such reasonable

period to be determined by the NGB.

45.2 Termination

Should the NCEMS Operator:

45.2.1 effect or attempt to effect a compromise or composition with its creditors;
or

45.2.2 be provisionally or finally liquidated or be placed under business rescue proceedings; or

45.2.3 cease or threaten to cease to carry on its normal line of business in the RSA or Default or threaten to Default in the payment of its liabilities generally, or commit any act or omission which would, in the case of an individual, be an act of insolvency in terms of the Insolvency Act, 1936 (Act 24 of 1936); or

45.2.4 dispose of 5% (Five Percent) or more of its undertaking or assets without the NGBs and PLA's prior consent; or

45.2.5 allow the Control over the NCEMS Operator to be transferred to and to vest in a person or entity without the prior consent of the NGB and PLA's;

the NGB may terminate this Agreement without the NCEMS Operator's prior consent, on written notice to the NCEMS Operator without prejudice to any claim that it may have for damages.

45.3 Save as otherwise provided in terms of this agreement, this agreement may be terminated:

45.3.1 In an event where the NCEMS Operator ("the defaulting party") commits a material breach in terms of this Agreement and fails to remedy such breach within a period of seven (7) days after receipt of a written notice from the NGB ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without

prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, claim and recover damages from the defaulting party.

45.3.2 In the event the NCEMS Operator ceases to provide all or a substantial part of the services in accordance with the agreement.

45.3.3 If the NCEMS Operator provides services that are not good industry practice.

45.4 The NGB can terminate or cancel any part of the project related to this agreement by giving no less than 6 (six) months advance notice of the termination date. In such an event all invoices billed for services satisfactorily rendered by NCEMS Operator up to the date of cancellation will be due and payable.

45.5 The NGB reserves the right to terminate the agreement or temporarily defer the provisioning of the services, or any part thereof, at any phase with immediate effect on written notice to the NCEMS Operator, should the NGB in its sole and absolute discretion, decide not to proceed with the services.

45.6 In the event of termination of the services in accordance with this Clause 28, the NCEMS Operator shall be remunerated for any monies due for such services as have already been rendered.

46. HANDOVER MANAGEMENT

Upon termination of this Agreement for any reason whatsoever and howsoever arising, in order to ensure the smooth and uninterrupted transition of the Services from the NCEMS Operator to the NGB, or its nominated Service Provider, the NCEMS Operator shall comply with the handover management provisions in terms of clause 41.

47. INTELLECTUAL PROPERTY RIGHTS

47.1 No aspect of the services to infringe third party intellectual property rights

47.1.1 The NCEMS Operator warrants that no aspect of the Services or any deliverable provided in terms thereof shall infringe any patent, design, copyright, trade secret or other proprietary right of any third Party ("third party proprietary rights"), and the NCEMS Operator indemnifies the NGB against any claim that the Services infringe on any such third party proprietary rights, provided that the NGB gives prompt notice to the NCEMS Operator of such a claim.

47.1.2 The NCEMS Operator may defend such action on its terms or it shall pay all costs, damages and attorney fees, on an attorney and client scale, if any, finally awarded against the NGB in any action which is attributable to such a claim and shall reimburse the NGB with all costs reasonably incurred by the NGB in connection with any such action.

47.2 NCEMS Operator's obligations in the event of infringement of third party rights

In the event that any third party succeeds in its claim for the infringement of any proprietary rights, the NCEMS Operator shall within 30 (Thirty) days of having been found to infringe:

47.2.1 endeavour to obtain from the licensed owner the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

47.2.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

47.2.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

47.2.4 withdraw the subject of infringement and refund to the NGB all fees paid by the NGB in respect of such infringement.

48. PROTECTION OF INTELLECTUAL PROPERTY

- 48.1 The NCEMS Operator shall, immediately upon being aware thereof, deliver written notice to the NGB of any unauthorised use or infringement of the NCEMS Technology and/or the Technical Information by any third party.
- 48.2 Upon receipt of each written notification referred to in clause 48.1, the NCEMS Operator shall institute, defend or settle any legal action at its own cost in connection with such unauthorised use or infringement referred to in clause 48.1 if so requested by the NGB.
- 48.3 The NCEMS Operator shall immediately notify the NGB in writing of all details if any third Party shall assert any challenge, claim or action against the NCEMS Operator for infringement on account of or relating to the NCEMS Operator's use of the NCEMS Technology or Technical Information.
- 48.4 Immediately after receipt by the NGB of the written notice referred to in clause 48.1 the NCEMS Operator shall, at its expense, undertake and control the defence or settlement of such a challenge, claim or action referred to in clause 48.1.

49. NO FINANCIAL INTEREST IN OPERATOR

- 49.1 The NCEMS Operator and/or any person or entity that has a direct or indirect Financial Interest in the NCEMS Operator shall not have any direct or indirect Financial Interest in an LPM licensed Operator, nor be a LPM licensed gambling establishment.
- 49.2 The NCEMS Operator must disclose and secure the NGB's approval in respect of any direct or indirect Financial Interest, or changes thereto; which it may have from time to time, in a manufacturer, supplier or distributor of LPM gaming machines or

LPM licenced gambling establishments.

50. ASSIGNMENT AND SUB-CONTRACTING

50.1 No assignment

This Agreement shall not be transferable save with the prior written consent of the NGB and subject to such conditions as the NGB may prescribe.

50.2 Sub-contracting

50.2.1 The NCEMS Operator may only sub-contract its obligations under this Agreement with the prior written consent of the NGB and subject to such conditions as the NGB may prescribe.

50.2.2 Any and all sub-contractors of the NCEMS Operator may be required to be licensed or certified by the NGB or appropriate PLA's.

50.2.3 Should the NCEMS Operator wish to add or change a sub-contractor or technical partner post bid award or during the course of the contract, such amendment will be subject to the review and approval of the NGB. Such sub-contractor or technical partner shall be subject to the conditions of all provisions set out in this RFP, Provisional Service Level Contract and Final Service Level Contract.

51. PUBLIC ANNOUNCEMENT

51.1 Neither Party will make nor issue any formal or informal announcement, briefing or statement to the media briefing in connection with this Agreement, without the prior written consent of the other Party.

51.2 The NCEMS Operator shall not issue any formal or informal public announcement, media briefing nor statement on behalf of the NGB without the NGB's prior consent in writing.

52. DOMICILIA AND NOTICES

52.1 All notices required to be served on any of the Parties shall be given in writing by prepaid registered post or delivered by hand to the following *domicilia citandi et executandi* or sent to the following telefax numbers or e-mail addresses:

52.1.1 in respect of the NGB:

Postal address	Physical address
Private Bag X27 Hatfield 0028	1085 Francis Baard Street Hatfield Pretoria 0028
Telefax number: 0866467150 e-mail address: ceo@ngb.org.za Marked for the attention of: The CEO, National Gambling Board	

52.1.2 in respect of the NCEMS Operator:

Postal address	Physical address
Telefax number:	
e-mail address:	
Marked for the attention of:	

52.2 Anyone of the Parties may from time to time change that Party's *domicilium* by delivery of a written notice to the other Party to that effect.

52.3 Any notice addressed by any Party to the other Party shall:

52.3.1 if delivered by hand at the address of its *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or

52.3.2 if posted by prepaid registered post to the addressee's domicile in terms of this clause, be deemed to have been received by the addressee on the fifth day following the date of such posting; or

52.3.3 if sent by telefax to his telefax number in terms of this clause be deemed to have been duly received by the addressee on date of successful transmission thereof.

52.3.4 if sent by email, be deemed to have been duly received by the addressee on the date of sending if it is received before 5.00pm on a Business Day, otherwise it will be deemed to have been received on the next Business Day, only if the email notice requests an electronic mail response acknowledging receipt and the responding email message –

- (a) clearly refers to the specific email message to which it is responding; and
- (b) includes a copy of the text of such message.

52.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such Party.

53. **GENERAL**

53.1 **Whole agreement**

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement without.

53.2 **No variation.**

No variation, cancellation or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

53.3 **Waiver**

53.3.1 No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given.

53.3.2 No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any Party to further exercise any right, power or privilege.

53.4 **Severability**

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions that shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

53.5 **Applicable law**

This Agreement shall be governed by and construed in accordance with the Laws of the RSA and the Standards applicable to the International Organisation for Standardisation and all disputes, actions and other matters relating thereto shall be determined in accordance with such Laws and standards.

53.6 **Jurisdiction**

The Parties hereby consent and submit to the jurisdiction of the High Court of the RSA, in any dispute arising from / or in connection with this Agreement.

53.7 **Consents and approvals to be in writing**

Any consent, approval, agreement, determination, nomination or notification required to be given by the NGB or NCEMS Operator in terms of this Agreement, shall be effective only if given in writing.

54. ATTESTATION

54.1 The Parties hereby acknowledge having read and signed this Agreement, the contents of which are understood and accepted by both the undersigned Parties.

For the NGB:

THUS DONE AND SIGNED aton20__

NAME:

CAPACITY:

duly authorised for and on behalf of the NGB;

AS WITNESSES:

1. 2.

For the Service Provider:

THUS DONE AND SIGNED aton.....20__

NAME:

CAPACITY:

duly authorised for and on behalf of Service Provider;

AS WITNESSES:

1 2

ANNEXURE D

TECHNICAL EVALUATION GUIDELINES

CONFIDENTIAL

Where applicable, the following **guidelines** will be applied in evaluating the system proposed by a service provider.

TABLE 1: HIGH LEVEL COMPONENTS	
Evaluation Component	Description / Motivation
<p>System environment Technical specifications of the current system environment features used vs. those available in the new environment.</p>	<p>It is a family of interrelated components that interact to ensure functionality. The core focus of the system environment is functionality, i.e., the capacity to serve a purpose or to produce a product and / or service. All components interact to ensure functionality so as to ensure that the final task can be completed as specified and derived from a product or the components of a product.</p>
<p>Hardware - Technical specifications of the current hardware features used vs. those available in new system.</p>	<p>Refer to all the components that may be purchased and physically applied to ensure software components function. In most instances, hardware is commercial off the shelf and may be replaced based on principles and guidelines as stipulated in an organisations governance. The only instance where hardware would be of a critical concern is when the component being applied as physical hardware (i.e. a commodity) has to be developed in house as part of a research and development process, or is the vendor that supplies the hardware no longer supports the commodity, or parts and supplies in the commodities lifecycle is no longer available.</p>
<p>Networks - Technical specifications of the current networks features used vs. those available in new networks.</p>	<p>A computer network, often simply referred to as a network, is a collection of computers and devices interconnected by communications channels that facilitate communications among users and allows users to share resources. Networks may be classified according to a wide variety of characteristics. A computer network allows sharing of resources and information among interconnected</p>

TABLE 1: HIGH LEVEL COMPONENTS	
Evaluation Component	Description / Motivation
	devices. In most instance network components are commercial-of-the-shelf items that may be replaced and integrated based upon the needs of the organisation involved.
Operating systems - Technical specifications of the current operating systems vs. that of the new operating systems.	An operating system (OS) is software, consisting of programs and data, that runs on computers and manages computer hardware resources and provides common services for efficient execution of various application software. For hardware functions such as input and output and memory allocation, the operating system acts as an intermediary between application programs and the computer hardware, although the application code is usually executed directly by the hardware, but will frequently call the OS or be interrupted by it. Operating systems are found on almost any device that contains a computer—from cellular phones and video game consoles to supercomputers and web servers. In most instances it is viewed as commercial-off-the-shelf.
Database - Technical specifications of the current database features used vs. those available in new system.	A collection of critical organisation specific relational information required for the functionality of an organisation as it refer to all records relevant to that organisation. By linking databases as well as organizational Information Systems, data may be collected, stored, processed and utilised for day-to-day organisational functionality and business continuation. Data stored in such a database is critical to the functionality of the organisation and is, in almost all instances, irreplaceable.
Middleware (Scripting) - Technical specifications of the	Middleware is computer software that connects software components or some people and their

TABLE 1: HIGH LEVEL COMPONENTS	
Evaluation Component	Description / Motivation
current middleware used to facilitate information flow vs. those available in new system.	applications. The software consists of a set of services that allows multiple processes running on one or more machines to interact. This technology evolved to provide for interoperability in support of the move to coherent distributed architectures, which are most often used to support and simplify complex distributed applications.
Programs - Technical specifications of the current program features used vs. those available in new system.	The programs or other "instructions" that a computer needs to perform specific tasks. Examples of software include word processors, e-mail clients, web browsers, video games, spread sheets, accounting tools and operating systems. In many instances it may be purchased as commercial-off-the shelf components that require support from a vendor based on specifications. In many instances, due to the software integration for the purpose of the construction of an interactive information system, programs are adapted, updated and reconfigured to comply with business requirements.
Data Encoding - Technical specifications of the current files used vs. those available in new system.	A code is a rule for converting a piece of information (for example, a letter, word, phrase, or gesture) into another form or representation (one sign into another sign), not necessarily of the same type. In communications and information processing, encoding is the process by which information from a source is converted into symbols to be communicated. Decoding is the reverse process, converting these code symbols back into information understandable by a receiver. All though in many instances similar methods are utilised, these methods have to be adapted, updated and changed

TABLE 1: HIGH LEVEL COMPONENTS	
Evaluation Component	Description / Motivation
	for the type of data, the interfaces and the sources of the data as related to the database.
Third Party Interface Technical specifications of the current web interface vs. those available in new system.	A collection of pages and or documents that allow access to information online. It provides users with an interface to the database as well as processes and applications related to the functionality of the business processes and defined by the organisation making use of the page. These pages can be updated and altered based upon scripting procedures if and when required in relationship and correlation with business requirements, sources of information and changes in required functionality.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
System environment Technical specifications of the current system environment features used vs. those available in the new environment, evaluating:	
High level architecture - Complies with international standards	Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. From an architectural point of view this should be a typical client-server architecture where LPMs are linked to Site data loggers (SDL) and then the SDL mediates the network link to NCEMS and NCEMS controls and links to the SDL over a WAN. The general design as viewed from an architectural point of view is a standardised client-server architecture distributed over a wide area network.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Cooling systems	Standard Server Architecture – comparable to a normally functioning hosting centre and that may be found in all data centres. Compliant with standards set for a hosting centres and a data centre. Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. Backup systems with environment monitoring available.
Power supply systems	Standard hosting-centre power system with backup power supply (UPS and generators). Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. Backup power available UPS, Generator with automatic switch over.
Hardware housing	The hosting-centre presents standard hardware housing with blade servers, switches, routers and Diginet connections. Makes use of standardised hosting-centre principles. Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. Lockable cabinets.
Check if technically capable to meet requirements	24/7 support. Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. Meets any hosting requirements.
Environmental monitoring availability	24/7 support. NCEMS is monitored regularly and can respond to any problem presented by CEMS in time. Environment monitored and managed by hosting site. Complies with international standards.
Maintenance schedule availability	Uses ISO 27001 accredited data centre to host NCEMS, complies with international standards. Facility maintained by ISP.
Technical support availability	Helpdesk with ticketing system complies with international standards.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Security features availability	Physical hardware security and encryption of the specific interfaces and lines. If any of the critical components in the user environment is opened, then the system becomes locked at the location where the user is found to be active. There is regular reporting and monitoring related to any and all actions.
Disaster recovery capability	Off-site. If the primary site becomes inoperative then a copy of the NCEMS environment is at the secondary (DR) site and business can continue with extraordinary limited loss. Fall-back is tested at least once a year.
Redundancy availability	Balanced SANs and Virtual Machines on the SANs. Above and beyond sufficient redundancy available.
Skills (and training schedules) that support the systems availability	Adequate skills at all times.
Hardware Technical specifications of the current hardware features used vs. those available in new system, evaluating:	
Servers	Servers load balanced across SANs. Servers have at least 4 CPUs per node; 48 Gb RAM per node. Meeting current requirements and is scalable to meet future requirements.
Workstations	Web services are capable of supporting user workstations based on its web capacity in working with TCP/IP. Makes use of standardised web protocols to provide access to users of reporting services. Only authorised individuals / developers are allowed to make updates on NCEMS based on a

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
	rigorous assessment process. Terminal services used to connect to NCEMS.
Networking equipment	From the LPM to the SDL standard network cable is used. Within the SDL the protocol between the LPM and the SDL is stripped and converted into TCP/IP which is encrypted and transferred over a network to NCEMS at the hosting site. Redundant switches. Servers can load balance in virtual environment.
Check if technically capable to meet requirements	System hardware capable of meeting requirements and is fully scalable to meet future requirements.
Hardware monitoring performed	NCEMS monitored via helpdesk. SDL can be polled for current information and to verify connection.
Hardware maintenance schedule	Hardware maintained and managed in-house.
Technical support availability	System technically supported adequately.
Security features availability	There is physical security on hardened hardware. If hardware is damaged or tampered with then the LPM deactivates. If the SDL is damaged or tampered with then the LPM and the SDL deactivates. NCEMS is notified in all instances of tampering and / or events. If NCEMS does not communicate with the SDL in a 72 hour period, then the SDL and the LPM is deactivated and NCEMS notifies service provider. All events are logged. All unauthorised evens managed by dial-in procedure (to the SDL) deactivate the LPM and the SDL and requires action and investigation for reactivation.
Disaster recovery capability	A SDL should be able to hold data for at least 72 hours, however if it cannot communicate with NCEMS in 72 hours, then the LPM and the SDL must deactivate.
Redundancy availability	Redundant networking options available via wireless networks as well as wired networking.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Skills (and training schedules) that support the hardware availability	Sufficient skills to support NCEMS hardware environment.
Networks Technical specifications of the current networks features used vs. those available in new networks, evaluating:	
Wide Area Network (WAN)	TCP/IP - Diginet lines with ADSL and/or wireless backup.
Local Area Network (LAN)	Must use an industry standard protocol (ZAP, SAS, etc.). Not required to be encrypted but could be encrypted.
Bandwidth	The encrypted files are typically very small in terms of synchronisation (approximately 2 Kb per synchronisation per SDL), and the WAN makes use of a 100 Mbps VPN through the MPLS. Complete synchronisation takes approximately 3 hours for all sites. Alternatively SDWAN can be leveraged to get same WAN traffic per client. Scalable to meet future upgrades.
Server response time over WAN	The encrypted files are typically very small in terms of synchronisation (approximately 2 Kb per synchronisation per SDL), and the WAN makes use of a 100 Mbps VPN through the MPLS. Complete synchronisation takes approximately 3 hours for all sites. Capability to increase communication possible. Technically capable to increase number of LPMs if needed.
Check if technically capable to meet requirements	Hardware capable of supporting more than needed.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Network monitoring performed	If there is no response then a site must be able function for 72 hours before it is completely deactivated - in which case it would require intervention to become active once again - ISP provides monthly network line graphs.
Network maintenance schedule	Network maintenance performed by ISP. More than 99% uptime.
Technical support availability	3rd Party support. ISP provides and resolves first tier network support.
Security feature availability	3rd Party support. SDL to LPM vulnerable over non encrypted link. From SDL to CEMS uses 256 bit encrypted connection. VPN security used for network.
Disaster recovery availability	3rd Party support. Complies with international standards. Network switched over if ISP experiences inoperability.
Redundancy availability	3rd Party. Network links redundant. Complies with international standards.
Skills (and training schedules) that support the network availability	3rd Party support. Network availability provided by ISP. Necessary skills in-house.
Operating systems Technical specifications of the current operating systems vs. that of the new operating systems, evaluating:	
Licensing requirements	Industry standard.
Hardware requirements	Hardware sufficient to support environment. Able to be scaled as the system expands.
Check if technically capable to meet requirements	Can technically support the environment.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Operating system monitoring performed	3rd Party support. System capable of being monitored technically to international standards.
Operating system maintenance schedule	3rd Party support. System capable of being updated to international standards.
Technical support availability	3rd Party support. Support available to support NCEMS operating system platforms.
Security feature availability	3rd Party support. System secured with levels of access. Different user groups defined to access parts of the system.
Disaster recovery availability	3rd Party support. OS hosted virtually and replicated to DR site continuously. Available within hours of a failure.
Skills (and training schedules) that support the operating systems	3rd Party support. Sufficient skills to support NCEMS OS environment.
Database Technical specifications of the current database features used vs. those available in new system, evaluating:	
Resource requirements	Industry standard. Hardware design specifications meet requirements. Hardware capable of supporting database. Dual SAN with 48TB space on site to support databases.
Check if technically capable to meet requirements	Database technically able to meet requirements. Scalable if required.
Database monitoring performed	3rd Party support. Not specified in terms of service providers as well as IT Support and related SLAs. Components provided by service provider. Dedicated DBA to support and maintain database housekeeping.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Database maintenance schedule	3rd Party support. Not specified in terms of service providers as well as IT Support and related SLAs. Components provided by service provider. Dedicated DBA to support and maintain database housekeeping.
Technical support availability	3rd Party support. Not specified in terms of service providers as well as IT Support and related SLAs. Components provided by service provider. Dedicated DBA to support and maintain database housekeeping.
Security feature availability	3rd Party support. Not specified in terms of service providers as well as IT Support and related SLAs. Components provided by service provider. Dedicated DBA to support and maintain database housekeeping.
Backup availability	3rd Party support. Not specified in terms of service providers as well as IT Support and related SLAs. Components provided by service provider. Dedicated DBA to support and maintain database housekeeping. Databases replicated real time to DR site. SDL can hold 3 days data should network fail.
Disaster recovery availability	3rd Party support. Available at DR Site.
Skills (and training schedules) that support the databases	Skills to fully support system available.
Middleware (Scripting) Technical specifications of the current middleware used to facilitate information flow vs. those available in new system, evaluating:	
Resource requirements	Makes use of web services and TCP/IP linked to COM port and data sockets. Standard socket

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
	programming between system partitions - Resources adequate on server side to provide data to end user through scripting.
Interface (Server and Workstation)	Makes use of web services and TCP/IP linked to com port and data sockets. Standard socket programming between system partitions.
Check if technically capable to meet requirements	Makes use of web services and TCP/IP linked to Com port and data sockets. Standard socket programming between system partitions.
Middleware maintenance schedule	Not specified in terms of service providers as well as IT Support and related SLAs. Components to be provided by service provider.
Technical support availability	Helpdesk available to escalate problems.
Security feature availability	Makes use of web services and TCP/IP linked to comp port and data sockets. Standard socket programming between system partitions.
Backup availability	Makes use of web services and TCP/IP linked to comp port and data sockets. Standard socket programming between system partitions.
Disaster recovery availability	Makes use of web services and TCP/IP linked to comp port and data sockets. Standard socket programming between system partitions.
Skills (and training schedules) that support the middleware	Makes use of web services and TCP/IP linked to comp port and data sockets. Standard socket programming between system partitions.
Programs Technical specifications of the current program features used vs. those available in new system, evaluating:	
Resource requirements	Resources adequate to support program requirements.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Check if technically capable to meet requirements	Formal change procedure as stipulated in regulations and approval of each change. All changes are made through formal change procedure and audited before deployment.
Program monitoring performed	The SDL is technically capable of being polled in real time based on network connectivity - SDL can dial out and NCEMS can dial into SDL - if LPM & SDL unreachable then system lockout in 72 hours requiring intervention to reactivate site.
Program maintenance schedule	If there are any changes that need to take place then there is an adequate consultation process involving regulators and critical stakeholders. Code changes through formal audited change process
Technical support availability	Technical support adequate to meet needs. Technical support must include an APP reporting site status to RO/ISO/SO in real time.
Security feature availability	Access and permission control adequate. Different access rights must limit availability to programs. All program development audited and verified before use.
Backup availability	Replication of application files occur as part of the backup process and replicated on the DR site. Testing copies also available at Test Labs.
Disaster recovery availability	Replication of application files occur as part of the backup process and replicated on the DR site. Testing copies also available at Test Labs.
Skills (and training schedules) that support the programs	Skills to fully support system available.
Data Encoding Technical specifications of the current files used vs. those	

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
available in new system, evaluating:	
File formats of file inputs e.g. scanned documents	NCEMS information stored in a database. SDL information stored in RAM. Data between LPM and SDL encrypted.
File formats of file outputs e.g. reports	Reports are produced as part of the SQL native reporting process - filters can be applied as required for the production of reports if and when required.
Resource requirements	Resources can handle the database and it is scalable for future changes.
Technical capability to meet the requirements	Technology is capable of meeting requirements - scalable for future change.
Check if technically capable to meet requirements	Technology is capable of meeting requirements - scalable for future change.
Security feature availability	SDL protected from tampering.
Backup availability	Replication of application files occur as part of the backup process and replicated on the DR site. Testing copies available at Test Labs
Disaster recovery availability	Replication of application files occur as part of the backup process and replicated on the DR site. Testing copies available at Test Labs
Third Party Interface Technical specifications of the current web interface vs. those available in new system, evaluating:	
Compatibility with the latest version of Edge	Must be adequate to meet requirements of end users.
Compatibility with the latest version of Mozilla Firefox	Must be adequate to meet requirements of end users.
Compatibility with the latest version of Google Chrome	Must be adequate to meet requirements of end users.

TABLE 2: EXPECTATIONS FOR EACH EVALUATION COMPONENT	
Evaluation Component	EXPECTATION
Check if technically capable to meet requirements	Must be adequate to meet requirements of end users.
Web interface monitoring performed	Must be adequate to meet requirements of end users.
Web interface maintenance schedule	Must be adequate to meet requirements of end users.
Technical support availability	Must be adequate to meet requirements of end users.
Security feature availability	Must be adequate to meet requirements of end users.
Backup availability	Must be adequate to meet requirements of end users.
Disaster recovery availability	Must be adequate to meet requirements of end users.
Skills (and training schedules) that support the web interfaces	Must be adequate to meet requirements of end users.

The following are considered to be a partial list of international standards applicable to this RFP.

ISO - International Organisation for Standardization

IEC - International Electrotechnical Commission

- **ISO/IEC 15962:2-04** - Data encoding and protocol standards (often called middleware)
- **ISO/IEC 20000-1:2-11** - Service management system requirements. Updated at 2011-04-12 (replacing ISO/IEC 20000-1:2005)
- **ISO/IEC 20000-10** - Concepts and terminology for ISO/IEC 20000-1. Currently being developed.
- **ISO/IEC 20000-11** - Guidance on the relationship between ISO/IEC 20000-1 and related frameworks. Currently being developed. This technical report gives guidance on the relationship between ISO/IEC 20000-1 and ITIL

- **ISO/IEC 20000-2:2-12** - Guidance on the application of service management systems. Updated at 2012-02-14 (replacing ISO/IEC 20000-2:2005)
- **ISO/IEC 20000-3:2-09** - Guidance on scope definition and applicability of ISO/IEC 20000-1
- **ISO/IEC 20000-4:2-10** - Process reference model
- **ISO/IEC 20000-5:2-10** - Exemplar implementation plan for ISO/IEC 20000-1
- **ISO/IEC 20000-7** - Application of ISO/IEC 20000-1 to the cloud. Currently being developed. This International Standard gives guidance on application of Part 1 to the cloud.
- **ISO/IEC 27000** — Information security management systems — Overview and vocabulary [1]
- **ISO/IEC 27001** — Information security management systems — Requirements
- **ISO/IEC 27002** — Code of practice for information security management
- **ISO/IEC 27003** — Information security management system implementation guidance
- **ISO/IEC 27004** — Information security management — Measurement
- **ISO/IEC 27005** — Information security risk management
- **ISO/IEC 27006** — Requirements for bodies providing audit and certification of information security management systems
- **ISO/IEC 27007** — Guidelines for information security management systems auditing (focused on the management system)
- **ISO/IEC 27010** — Information technology—Security techniques—Information security management for inter-sector and inter-organizational communications
- **ISO/IEC 27011** — Information security management guidelines for telecommunications organizations based on ISO/IEC 27002
- **ISO/IEC 27013** — Guideline on the integrated implementation of ISO/IEC 20000-1 and ISO/IEC 27001
- **ISO/IEC 27014** — Information security governance
- **ISO/IEC 27031** — Guidelines for information and communications technology readiness for business continuity
- **ISO/IEC 27032** — Guideline for cybersecurity (essentially, 'being a good neighbor' on the Internet)
- **ISO/IEC 27033-1** — Network security overview and concepts
- **ISO/IEC 27033-2** — Guidelines for the design and implementation of network security

- **ISO/IEC 27033-3:2010** — Reference networking scenarios - Threats, design techniques and control issues
- **ISO/IEC 27034** — Guideline for application security
- **ISO/IEC 27035** — Security incident management
- **ISO/IEC 27037** — Guidelines for identification, collection and/or acquisition and preservation of digital evidence
- **ISO/IEC 8859-1:1-98** - Information technology
- **ISO/IEC TR 27008** — Guidance for auditors on ISMS controls (focused on the information security controls)
- **ISO/IEC TR 27015** — Information security management guidelines for financial services

CONFIDENTIAL

ANNEXURE E

CERTIFICATE OF ACQUAINTANCE WITH THE RFP DOCUMENTS

CONFIDENTIAL

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/We do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by the National Gambling Board for carrying out of the proposed NCEMS services for which I/we submitted my/our Proposal.
2. I/we furthermore agree that the NGB shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this bid which I/we may have, before submitting the bid. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a Bid in response to this Bid invitation;
 - b. could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same Services as the Bidder and/or is in the same line of business as the Bidder.
6. I/we have 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 consortium will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where Services will be rendered, namely South Africa.
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit a Bid;
 - e. the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f. bidding with the intention of not winning the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I / We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) or any other applicable legislation.

SIGNED at _____ on this ____ day of _____ 2024

SIGNATURE OF RESPONDENT _____

SIGNATURE OF WITNESS _____

SIGNATURE OF WITNESS _____

CONFIDENTIAL

ANNEXURE F

CERTIFICATE OF ATTENDANCE AT THE INFORMATION BRIEFING SESSION

CONFIDENTIAL

Certificate of Attendance at Information Briefing Session

This is to certify that

(Name of Bidder) _____ of
(address)

was represented by the person(s) named below at the compulsory meeting held for all Bidders at the NGB Offices on 26 April 2024 regarding the RFP in order for the NGB to brief potential Bidders on the RFP and answer questions related to it.

Particulars of person(s) attending the meeting:

Name: _____ Signature: _____

Capacity: _____

Name: _____ Signature: _____

Capacity: _____

Attendance of the above person(s) at the meeting is confirmed by:

Name: _____ Date: _____ Time: _____

Capacity: _____ Signature: _____

SECTION VI: RETURNABLES

Issued by the National Gambling Board (“NGB”)
On 12 April 2024



National Gambling Board 1085 Francis Baard Street, Hatfield, Pretoria, Republic of South Africa

FORM 1 – BUSINESS ENTITY DISCLOSURE

Full Names of
Applicant _____
Employer: _____

Note: Any information required in this form which is already contained in other parts of the RFP, must be cross-referenced to the relevant section.

AUTHORISED SIGNATORY

SIGNATURE _____

DATE

INSTRUCTIONS

1. Read these instructions and every question carefully before answering and follow any specific instruction which may be given in respect of certain questions.
2. **Answer every question in full. If you fail to answer any question or give incomplete answers or fail to submit all the additional information required, your application may be rejected.**
3. If a question does not apply to you, write “N/A” (for “Not Applicable”) in the space provided. If there is nothing to disclose about a particular question, write “None” in the space provided. If an alteration is made to an answer, sign in full next to the alteration.
4. All answers on this form, except signatures, must be typed or **neatly printed in black ink**. On completion, each page of this form must be signed in full in the space provided at the bottom of each page.
5. **This application form must be completed by the person designated by the applicant.**
6. The original completed application form and all the additional required information plus **seven (7) copies of all pages, including all supporting documentation**, must be submitted.
7. An entity must submit an income tax pin or equivalent from the country of origin.
8. If you need additional space to answer any question, please use additional pages, but be sure to indicate the number(s) of the question(s) you are answering on these additional pages and clearly cross reference the additional information with the relevant questions.
9. All dates must be in the format: **Day / Month / Year**.

BUSINESS ENTITY DISCLOSURE FORM

1. NAME OF PERSON AUTHORISED TO COMPLETE THE FORM

2. DETAILS OF ENTERPRISE

NAME OF ENTERPRISE*

* Name as appears on the certificate of incorporation, charter, by – laws, partnership agreement or other official document. DO NOT ABBREVIATE.

TRADE NAME(S) (IF ANY)

Person to be contacted in reference to this form:

NAME	TELEPHONE NO (INCLUDE AREA CODE)
DESIGNATION	

The principal physical business address of the enterprise:

BUSINESS PHYSICAL ADDRESS

MAILING ADDRESS (IF DIFFERENT)	CITY	PROVINCE	POSTAL CODE
--------------------------------	------	----------	-------------

The address from which the enterprise is or will be concluding any business as part of an agreement with a licence.

STREET LOCATION (NUMBER/STREET)	CITY	PROVINCE	POSTAL CODE
COUNTRY	TELEPHONE NO. LOCATION (INCLUDE AREA CODE)		

3. OTHER NAME (S) AND ADDRESS OF THE ENTERPRISE

- a) List all other names under which the enterprise has done business and give approximate time periods during which such names were in use.

- b) State all other addresses currently occupied/held by the enterprise and all addresses from which the enterprise is currently doing business.

NUMBER AND STREET	CITY	PROVINCE	POSTAL CODE

- c) State all addresses, other than those listed above, which the enterprise occupied/held or from which it was conducting business during the last ten (10) – year period and give the approximate time periods during which such addresses were occupied/held.

NUMBER AND STREET	CITY	PROVINCE	POSTAL CODE	FROM	TO

4. DESCRIPTION OF ENTERPRISE

- a) Specify the business form of this enterprise (i.e., corporation, partnership, trust, joint venture, sole proprietorship or otherwise).

- b) Submit a copy of the certificate of incorporation and all amendments, charter, by – laws, partnership agreement, trust agreement or other basic documentation of the enterprise, if any. This document must be labelled – **Attachment 1**.

5. DESCRIPTION OF PRESENT BUSINESS

As **Attachment 2**, describe the business done by the enterprise and its parent, holding, subsidiary and intermediary companies and the general development of such business during the past five (5) years, or such shorter period as the corporation of its parent, holding,

subsidiary and intermediary companies may have been engaged in business. This description must include information on matters such as the following:

- a) The principal products produced, and services rendered by the enterprise and its parent, holding, subsidiary and intermediary companies, the principal markets for said products or services and the methods of distribution. (Differentiate between gaming related and non-gaming related products)
- b) The sources and availability of raw material that are essential to the business of the enterprise.
- c) The importance to the business and the duration and effect of all material patents, trademarks, licences, franchises, royalties, exclusive distribution, concessions, and any other related agreements held.

6. **DESCRIPTION OF FORMER BUSINESS**

As **Attachment 3**, describe any former business not listed above, which the enterprise, any parent, holding, subsidiary and intermediary company engaged in during the last ten (10) year period, and the reasons for the cessation of such business. Also indicate the appropriate time period during which each such business was conducted.

7. **STOCK DESCRIPTION (CORPORATION)**

Describe the nature, type, terms, conditions, rights and privileges of all classes of voting, non-voting and other stock/shares issued, or to be issued, by the corporation including the number of shares of each class of stock authorised or to be authorised and the number of shares of each class of stock outstanding (i.e. not held by or on behalf of the issuer) as on this date.

ORDINARY SHARES

PAR VALUE

NUMBER

PREFERENCE SHARE	PAR VALUE	NUMBER
------------------	-----------	--------

OTHER (INCLUDING OPTIONS)

VOTING RIGHTS

If the rights of holders of any class of stock may be modified other than by a vote, indicate this and explain briefly as **Attachment 4**.

8. NON-VOTING SHAREHOLDERS

Furnish the information called for in the table below, as to each person or entity holding or having a beneficial interest in any non-voting stock issued by the corporation:

NAME AND ADDRESS	DATE OF BIRTH	NUMBER OF SHARES HELD	PERCENTAGE OF OUTSTANDING VOTING STOCK

NAME AND ADDRESS	DATE OF BIRTH	NUMBER OF SHARES HELD	PERCENTAGE OF OUTSTANDING VOTING STOCK

* This information must be provided on a date not more than sixty (60) days prior to the date of this application.

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 5**.

9. QUALIFIERS

Please indicate all persons or entities in your enterprise that correspond to the sub-items listed below. If any of the sub-items (a) to (i) does not apply, please indicate "Does not apply" directly on this form.

NOTE: A PERSONAL HISTORY DISCLOSURE FORM MUST BE COMPLETED BY EVERY PERSON NOTED IN SUB-ITEMS (a) TO (i) BELOW, IN ADDITION, THE LICENSING AUTHORITY MAY, AT ITS DISCRETION, ORDER ADDITIONAL PERSONS ASSOCIATED WITH THE ENTERPRISE TO FILE SUCH A FORM IF IT APPEARS THAT SUCH PERSONS SHOULD BE QUALIFIED.

- a) All persons who will act as sales representatives or otherwise regularly engage in the solicitation of business from a licence holder other than the holder of an employment licence;
- b) All persons who have or will sign any agreement with a licence holder other than the holder of an employment licence;

- c) The management employee supervising the regional or local office which employs the sales representative(s) described in sub-item (a);
- d) All offices of the enterprise;
- e) All directors or trustees of the enterprise;
- f) All partners, whether general, limited or otherwise;
- g) The sole proprietor, if the enterprise is a sole proprietorship;
- h) All beneficial owners of the outstanding voting securities of the enterprise, whether such owners are themselves legal or natural persons; and
- i) All persons doing business with the licence holder other than the holder of an employment licence.

NOTE: IF THE ENTERPRISE IS LISTED AS OWNER IN (h) ABOVE, THE ENTERPRISE MUST COMPLETE THE BUSINESS ENTITY DISCLOSURE FORM.

For every person or entity noted in sub-items 9(a) to (i) above, please provide the information requested in the following form:

NAME	DATE OF BIRTH	PHYSICAL ADDRESS	TITLE, POSITION, % OF OWNERSHIP OR ASSOCIATION WITH THE ENTERPRISE

10. OUTLINE OF OWNERSHIP

Outline ownership of the corporation/enterprise holding any stock, holding a partnership interest or holding any other ownership interest in the applicant, prepare a flowchart which illustrates the fully diluted ownership of the applicant as an attachment labelled **Attachment 6**. List all parent, holding or subsidiary and intermediary companies so that the flowchart reflects the stock / partnership interest as being held by a natural person(s) and not other enterprise(s). If the ultimate parent company is publicly traded and no natural person controls any percentage of the publicly traded stock, indicate this fact in a footnote to the flowchart.

11. FORMER OFFICERS AND DIRECTORS

Furnish the information indicated below for each person not listed in the response above, who held a position as an officer or director of the enterprise over the last ten (10) years.

NAME	DATE OF BIRTH	LAST KNOWN ADDRESS	POSITION HELD, DATE AND REASON FOR LEAVING

Note: Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 7**.

12. REMUNERATION OF OFFICERS, DIRECTORS, AND PARTNERS

List the total annual remuneration received during the last calendar year, and the amount to be received during the calendar year subsequent thereto, by each director, trustee, officer

and /or partner of the enterprise, whether such remuneration is in the form of salary, wages, commissions, fees, stock options, bonuses or otherwise.

NAME	POSITION HELD WITH THE ENTERPRISE	AMOUNT OF REMUNERATION

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 8**.

13. BONUSES, PROFIT SHARING, RETIREMENT, DEFERRED REMUNERATION & SIMILAR PROVINCIAL LICENSING AUTHORITIES

As **Attachment 9**, describe all existing bonuses, profit sharing, pension, retirement, deferred remuneration and similar plans, or those to be created by the enterprise, which description shall include, but not be limited to:

- a) Title or name of the plan;
- b) Identity and address of the trustee of the plan or the person administering such plan;
- c) Material features of the plan;
- d) Methods of the financing plan;
- e) Identity for each class of person who is participating or will be participating in the plan;
- f) Approximate number of persons in each class; and
- g) Amounts distributed under the plan to each class of persons during the last fiscal year, if the plan was in effect during that time period.

14. INTEREST OF PARTNERS/MEMBERS (PARTNERSHIP/CLOSE CORPORATION)

Describe the interest held by each partner/member in the partnership, whether general or limited:

a) Amount of initial investment, whether in the form of cash, negotiable instruments, property or otherwise:

b) Amount of any additional contributions made to the partnership/close corporation:

c) Amount and nature of any anticipated future investments:

d) Degree of control of each partner/member over the activities of the partnership:

e) Percentage of ownership of each partner/member:

f) Method of distributing profit to each partner/member:

15. SECURITIES OPTIONS* (CORPORATION)

(a) Describe in detail any options existing or to be created in respect of securities issued by the corporation, which description shall include, but not be limited to, the title and amount of securities subject to option, the year or years during which the options were or will be granted, the conditions under which the options were or will be granted, the consideration for granting the option and the period, the terms under which shareholders become entitled to exercise the options, and when such options expired:

** For the purpose of this form, option shall mean right, warrant or option to subscribe to or purchase any securities issued by the corporation.*

(b) Identify all persons holding the options described in sub-item (a) above and include the market value of the option at the time of issue:

16. DESCRIPTION OF LONG-TERM DEBT

Describe the nature, terms and conditions of all outstanding bonds, loans, mortgages, trust deeds, notes, debentures or other forms of indebtedness issued or executed (including loans made by shareholders), or to be issued or executed by the enterprise, which matures

NAME AND ADDRESS	DATE OF BIRTH	TYPE AND CLASS OF DEBT INSTRUMENT HELD	RAND AMOUNT OF DEBT HELD (Both original Amount and Current Balance)

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 11**

18. OTHER INDEBTEDNESS AND SECURITY DEVICES

Describe the nature, type, terms and conditions of all outstanding loans, mortgages, trust deeds, pledges, lines of credit, or other evidence of indebtedness or security devices utilised by the enterprise, other than those described below:

19. HOLDERS OF INDEBTNESS

Furnish the information indicated in the table below in respect of each holder of any outstanding loan, mortgage, trust deed, pledge or other evidence of indebtedness or security device described in response to item 16.

NAME AND ADDRESS	DATE OF BIRTH	TYPE OF DEBT INSTRUMENT HELD	RAND AMOUNT OF DEBT HELD (Both Original Amount and Current Balance)

Should you require additional space, attach a separate sheet in the same tabular format and label **Attachment 12**

20. FINANCIAL INSTITUTIONS

Furnish the information indicated in the table below in respect of each bank, savings and loan association or other financial institution, whether domestic or foreign, in which the enterprise has or had an account over the last ten (10) year period, regardless of whether such account was held in the name of the enterprise, a nominee of the enterprise or was otherwise under the direct or indirect control of the enterprise.

NAME AND ADDRESS	TYPE OF ACCOUNT(S)	ACCOUNT NUMBER	TIME PERIOD ACCOUNT HELD (FROM/TO)

NAME AND ADDRESS	TYPE OF ACCOUNT(S)	ACCOUNT NUMBER	TIME PERIOD ACCOUNT HELD (FROM/TO)

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 13**

21. CONTRACTS AND SUPPLIERS

Furnish the information indicated in the table below in respect of all persons with whom the enterprise has contracts or agreements valued at R50,000 or more, or from whom the enterprise has received R50,000 or more in goods or services in the past six (6) months.

Employment contracts need only be listed if, by terms, they exceed one year in duration.

NAME	ADDRESS	NATURE OF CONTRACT OR GOODS OR SERVICES SUPPLIED

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 14**

22. STOCK HELD BY ENTERPRISE

Furnish the information indicated in the table below in respect of each company in which the enterprise holds stock:

NAME AND ADDRESS OF COMPANY	TYPE OF STOCK HELD	PURCHASE PRICE PER SHARE	NUMBER OF SHARES HELD	PERCENTAGE OF OWNERSHIP

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 15**.

23. INSIDER TRANSACTIONS (CORPORATION)

Furnish the information indicated in the table below for each change, within the last five (5) years preceding this form, in the beneficial ownership of the equity securities of the corporation on the part of any person who is indirectly or directly a beneficial owner of any class of an equity security of the corporation, or who is, or was, a director or official of the corporation within that period. [include changes resulting from (a) gift, (b) purchase (c) sale, (d) exercise of an option to purchase, (e) exercise of an option to sell, (f) or other transaction.]

DATE OF TRANSACTION	NATURE OF TRANSACTION	PARTIES TO TRANSACTION (INCLUDE POSITIONS)	NUMBER OF SECURITIES INVOLVED

Should you require additional space, attach a separate sheet in the same tabular format and label **Attachment 16**

24. CRIMINAL HISTORY

The next question requests information about any offences the enterprise may have committed or charges brought against it whether it was found guilty or not.

Prior to answering this question, carefully review the definitions and instructions below:

“**Charge**” includes any indictment, complaint, information, summons, or other notice of the alleged commission of any “offence”.

“**Offence**” includes all felonies, crime, disorderly persons’ offences and petty disorderly offences.

Answer “yes” and provide all information to the best of your ability EVEN IF:

- the enterprise did not commit the offence charged;
- the charges or alleged offences to which they related were brought not more than ten (10) years ago.

Has the enterprise, its owners, officers, directors or any of its subsidiaries ever been indicted, had a criminal case opened against them at the police station, charged with or convicted of a criminal or disorderly person's offence or been party or named as an indicted co-conspirator in any criminal proceeding in the Republic of South Africa or any other jurisdiction?

_____ YES _____ NO

If "Yes", complete the table below:

NAME OF CASE AND CASE NUMBER	NATURE OF CHARGE	DATE OF CHARGE	NAME AND ADDRESS OF LAW ENFORCEMENT AGENCY OR COURT INVOLVED	DISPOSITION (ACQUITTED, CONVICTED, DISMISSED, ETC)	SENTENCE

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 17**

25. NON-COMPLIANCE WITH GAMBLING LAWS HISTORY

The next question requests information of non-compliance the enterprise may have committed or had been charged with. Prior to answering this question, carefully review the definitions and instructions below:

“**Charge**” includes any indictment, complaint, information, summons, or other notice of the alleged commission of any non-compliance.

“**Non-compliance**” includes all failure to comply with any gambling legislation, internal control standards relating to gambling operations and other offences.

Answer “Yes” and provide all information to the best of your ability EVEN IF:

- the enterprise did not commit the non-compliance charged;
- the charge was dismissed;
- the enterprise was not convicted; or
- the charges or offences happened a long time ago.

Has the enterprise, its owners, officers, directors or any of its subsidiaries ever been indicted or charged with any non-compliance?

_____ YES _____ NO

If Yes, complete the table below:

JURISDICTION	NATURE OF NON-COMPLIANCE	DATE OF CHARGE	OUTCOME	DISPOSITION (ACQUITTED, CONVICTED, DISMISSED, ETC)	SENTENCE

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 18**

26. TRADE REGULATIONS AND SECURITIES JUDGEMENTS

Has the enterprise ever had a judgement, consent or degree of consent order pertaining to a violation or alleged violation of trade regulations or securities laws, or similar laws of any country, entered against it?

_____ YES _____ NO

If yes, provide the information in the following tabular form:

NAME OF CASE AND DOCKET NUMBER	NAME AND ADDRESS OF COURT OR AGENCY	NATURE OF JUDGEMENT, DEGREE OR ORDER	DATE ENTERED

Should you require addition space, attach a separate sheet in the same tabular format and label it **Attachment 19**

27. INSOLVENCY PROCEEDINGS & APPOINTED RECEIVER, AGENT, OR TRUSTEE

- a) Has the enterprise, its parent or any affiliated company had any petition under any provision of any bankruptcy legislation or under any state insolvency law filed by or against it over the last ten years period?

_____ YES _____ NO

If "Yes", provide details:

- b) Has the enterprise, its parent or any affiliated company sought relief under any provision of any bankruptcy legislation or any state insolvency law over the last ten-year period?

_____ YES _____ NO

If “Yes”, provide details:

c) Has any receiver, fiscal agent, trustee, recognition trustee, or similar officer been appointed, over the last ten-year period, by a court for the business or property of the enterprise or its parent, holding, subsidiary and intermediary companies?

_____ YES _____ NO

If “Yes”, complete the table below:

NAME OF PERSON APPOINTED	DATE APPOINTED	COURT	REASON

Should you require additional space, attach a separate sheet in the tabular format and label it **Attachment 20**

28. EXISTING LITIGATION

As **Attachment 21** describe all existing civil litigation to which the enterprise or any parent, holding, subsidiary and intermediary company is currently a part in any jurisdiction. This description shall include the title and case number of the litigation, the name and location of the court where it is pending, the identity of all parties to the litigation, and the general nature of all claims being made.

29. LICENCES

- a) Over the last ten-year period, has the enterprise ever had any licence or certificate issued, denied, suspended or revoked by a government agency, of any jurisdiction?

_____ YES _____ NO

If response to item 29 is in the affirmative, complete the table below.

TYPE OF LICENCE OR CERTIFICATE	NAME AND LOCATION OF GOVERNMENT AGENCY	ACTION TAKEN	DATE	REASON

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 22**

- b) Has the enterprise ever applied, in any jurisdiction, for a licence, permit or other authorisation to participate in lawful gambling operations (including casino gaming, horse racing dog racing, pari-mutual operation, lottery, sports betting, etc.)?

_____ YES _____ NO

If the response to sub-item (b) is in the affirmative, complete the table below.

NAME AND ADDRESS OF LICENCING AGENCY	DATE OF APPLICATION	DISPOSITION (GRANTED, DENIED, PENDING)	TYPE OF LICENCE IF ISSUED, GIVE GAMBLING ACTIVITY LICENCED, LICENCE NUMBER AND EXPIERY DATE

NAME AND ADDRESS OF LICENCING AGENCY	DATE OF APPLICATION	DISPOSITION (GRANTED, DENIED, PENDING)	TYPE OF LICENCE IF ISSUED, GIVE GAMBLING ACTIVITY LICENCED, LICENCE NUMBER AND EXPIERY DATE

Should you require additional space, attach a separate sheet in the same tabular format and label it **Attachment 23**

30. CONTRIBUTION AND DISBURSEMENTS OF ENTERPRISE

- Over the last ten-year period, has the enterprise, any director, officer, partner, or employee or any third party acting for or on behalf of the enterprise offered any bribes or kickbacks to any employee, company or organisation to obtain favourable treatment?

_____ YES _____ NO

If "Yes", provide details:

- Over the last ten-year period, has the enterprise, any director, office, partner, or employee or any party acting for or on behalf of the enterprise offered any bribes or kickbacks to any government official, domestic or foreign, to obtain favourable treatment?

_____ YES _____ NO

If "Yes", provide details:

3. Over the last ten-year period, have enterprise funds or property been donated or loaned for the purpose of opposing or supporting any government (or for any other purpose), political party, candidate or committee, either domestic or foreign?

_____ YES _____ NO

If "Yes", provide details:

4. Over the last ten-year period, has the enterprise made/granted any loan, donations or other disbursements to directors, officers, partners, employees or any political organization for the purpose of reimbursing such individuals or party for political contributions either foreign or domestic?

_____ YES _____ NO

If "Yes", provide details:

5. Over the last ten-year period, has the enterprise had any direct or indirect relationship, with any political party in this country or anywhere?

_____ YES _____ NO

If “Yes”, provide details:

31. FINANCIAL STATEMENTS

As **Attachment 24**, attach copies of audited financial statements for the last five (5) years with regards to the operations of the Bidder.

If the enterprise is not required to have audited financial statements, attach unaudited financial statements for the last five (5) years.

32. ANNUAL REPORTS

Attach, and mark **Attachment 25**, copies of the last three (3) annual reports.

33. OTHER REPORTS

Attach, and mark **Attachment 26**, copies of any other reports (quarterly reports, interim reports, etc.).

34. ORGANISATIONAL CHART

Attach, and mark **Attachment 27**, a copy an organisational chart of the enterprise which includes position description and the names of persons holding such positions.

35. TAX RETURNS

Attach, and mark **Attachment 28**, a copy of all tax returns (with all supporting documents) for the last three (3) years.

AFFIDAVIT

I, _____, hereby acknowledge that I am aware that the National Gambling Board may disqualify the applicant that supplies information which is untrue or misleading.

I, _____, hereby affirm that the foregoing statements made by me on behalf of _____ are true and correct.

I am aware that if any of the foregoing statements made by me are willfully false or misleading, I will be subject to the penalty attendant upon perjury.

Name

Designation (Title or position)

Signature

Date

Subscribe and sworn to before me this _____ day of _____ 2024

NOTARY

SEAL OF AUTHORITY

RELEASE AUTHORISATION

To all courts, correctional services departments, selective service boards, employers, educational institutions, banks, financial and other such institutions and all government agencies – state, provincial or local, foreign and domestic.

On _____ behalf _____ of _____

I, _____, have authorised the National Gambling Board and any of its authorised agents to conduct a full investigation into the background of the said enterprise.

Therefore, you are hereby authorised to release all information pertaining to the said enterprise, documentary or otherwise, as requested by any employee or agent of the National Gambling Board a, provided that he or she certifies to you that the said enterprise has an application pending before the National Gambling Board that the said enterprise is currently an applicant to supply the National Central Electronic Monitoring System under the provision of the National Gambling Act 2004, Act 7 of 2004.

This authorisation shall supersede or countermand any prior authorisation to the contrary.

A Photostat copy of this statement will be considered as effective and valid as the original.

Subscribed and sworn to before me this _____ day of _____, 2024

NOTARY PUBLIC

**FORM 2 – PERSONAL HISTORY
DISCLOSURE**

Full Names of Applicant:

Employer:

APPLICANT'S SIGNATURE

DATE

INSTRUCTIONS

NOTE: This form is to be completed by persons to be employed as key employees by the employer specified on the covering page hereof.

1. Read these instructions and every question carefully before answering and follow any specific instruction which may be given in respect of certain questions.
2. **Answer every question in full. If you fail to answer any question or give incomplete answers or fail to submit all the additional information required, your application may be rejected.**
3. If a question does not apply to you, write "N/A" (for "Not Applicable") in the space provided. If there is nothing to disclose about a particular question, write "None" in the space provided. If an alteration is made to an answer, sign in full next to the alteration.
4. All answers on this form, except signatures, must be typed or **neatly printed in black ink**. On completion, each page of this form must be signed in full in the space provided at the bottom of each page.
5. The original completed application form and all the additional required information plus **one copy of all pages, including all supporting documentation**, must be submitted.
6. Each person completing this application form must submit with it a police clearance certificate or the equivalent from his/her country of origin or an original set of fingerprints on form SAP 91A, which is obtainable at any police station, or the equivalent from his/her country of origin.
7. Each person completing this application form must submit with it an income tax clearance certificate or equivalent from his/her country of origin.
8. The original application form must be accompanied by a photograph of the applicant taken **not more than one month** before the submission of this application.
9. If you need additional space to answer any question, please use additional pages, but be sure to indicate the number(s) of the question(s) you are answering on these additional pages and clearly cross reference the additional information with the relevant questions.
10. All amounts must be in South African Rands. When converting from a foreign currency to South African Rand or where documents are included which reflect foreign currencies, convert at and quote the current exchange rate with respect to South African Rand as at the **bid publication date**.
11. If there is not enough space on the schedules for the financial information, additional information of the applicant, the applicant's spouse or children, such information must be given on additional pages in the same format as those of the relevant schedules pertaining to this application form.
12. All dates must be in the format: **Day / Month / Year**.

1. APPLICANT

Name _____				
First	Middle	Maiden (If applicable)	Surname	
Other names you have used or use, or by which you have been or are known _____				

Date of birth _____ / _____ / _____		Place of birth _____		
I D no _____		Social Security no _____		
Passport no _____		Date of issue _____ / _____ / _____		
Place of issue _____				
(Attach certified true copies of all pages of I D document)				
Details of all legal name changes _____				
Home address _____				

Suburb _____		Postal code _____		
Town/City _____		Country _____		
Telephone no (home) _____ / _____		Fax no _____ / _____		
Cell phone no _____		E-mail address _____		

Current business address _____				

Suburb _____		Postal code _____		
Town/City _____		Country _____		
Telephone no (work) _____ / _____		Fax no _____ / _____		

2. PHOTOGRAPH

Please note:

1. Your name and address must be printed on the back of the photograph.
2. Photograph must be taken not more than 1 month before submission of this application.
3. Do not paste the photograph onto this form. Please use a stapler.

Date of photograph _____ / _____ / _____

The attached photograph is a true resemblance of:

Name of applicant

(To be certified by a Commissioner of Oaths)

3. CITIZENSHIP

I am:

- a native-born citizen of the Republic of South Africa Yes No
- a naturalised citizen of the Republic of South Africa Yes No
- a foreign national on a visa or work permit Yes No
- a foreign national with a permanent residence permit Yes No

If you are a foreign national, provide:

- your passport no _____
- country of issue _____
- date of issue _____ / _____ / _____
- port or place of entry into the Republic of South Africa _____

- date of entry _____ / _____ / _____

(Attach certified true copies of all the pages of your current passport, and ensure that all visa, work permit or permanent residence entries are clearly legible)

4. FAMILY INFORMATION

SPOUSE / COMMON LAW SPOUSE / PARTNER

First name	Middle name(s)	(Maiden name)	Surname
------------	----------------	---------------	---------

Other names used or by which known _____

Street address _____

Town/City _____ Country _____

Date of birth _____ / _____ / _____ Place of birth _____

Date of marriage / Commencement of current relationship _____ / _____ / _____

I D no _____ Passport no _____

Current/last employer _____

Address of employer _____

CHILDREN (Attach additional page with copies of identity documents and set out relationship and employment details, as well as details of all trust of which the child is a beneficiary, where applicable. Also attach additional information if more certified copies of Trust Deeds in respect of all Trusts disclosed in response to this question)

5. ACADEMIC INFORMATION

5.1. Complete the table below in respect of each high school, trade school, college, technikon, university or any other tertiary institution you have attended. Begin with the most recent and work backwards.

Date (Yr to Yr)	Name and address of academic institution	Last grade/standard/ term attended	Degree or certificate obtained

(Attach certified copies of all tertiary qualifications obtained)

5.2. Have you ever been suspended or expelled from any academic institution?

Yes

No

If “yes”, complete the following table:

Date	Specify whether suspended (and period of suspension) or expelled	Name of academic institution	Reason

6. EMPLOYMENT INFORMATION

Including your present employer, complete the table below in respect of each place where you have been employed. Begin with your present employment and work backwards to the year when you started to work, including periods of non-employment. The employment history, with the non-employment periods, should chronologically follow the academic history.

Date (Yr to Yr)	Name, address, telephone & fax no	Job description & job title	Name of supervisor	Reasons for leaving

(Attach an employment certificate from your current employer)

7. DISCIPLINARY ACTIONS

Have you been subjected to any disciplinary action in connection with your employment during the last **five** years?

Yes

No

If "Yes", provide details:

8. CIVIL PROCEEDINGS

8.1 Have you or your spouse/partner ever been party to a personal lawsuit?

Yes

No

If "Yes", give details in the table below:

Date	Name of court	Case number	Other parties to lawsuit	Nature of lawsuit	Outcome of lawsuit

8.2 Have any civil judgments against yourself, spouse or partner ever been abandoned or rescinded?

Yes No

If "Yes", give details below:

8.3 Has a civil judgment ever been noted or taken against you in respect of debt or have you ever been listed by any credit bureau?

Yes No

If "Yes", give details below:

9. PARTY TO ANTICIPATED LAWSUITS

Do you anticipate being a party to a lawsuit or does your spouse or partner or any business entity in which you hold or have held an ownership interest or served as an officer or director anticipate being a party to a lawsuit?

Yes No

If “Yes”, provide details below:

10. PREVIOUS LAWSUITS

Have you, your spouse or partner ever been named personally in any lawsuit, involving any business, while serving in the capacity of director, member, officer or manager?

Yes No

If “Yes”, provide details below:

11. PRIVATE BUSINESS RELATIONSHIPS

List all private business relationships with which you, your spouse or partner is/are involved below:

Dates (Yr to Yr)	Name of own party involved	Name of other party involved	Nature of business relationship

12. CRIMINAL OFFENCES

Have you ever been arrested for, charged with, or convicted of a criminal offence or has any member of your immediate family (as contemplated in Question 4 of this application) ever been so arrested, charged or convicted? Prior to answering this question, carefully study the definitions provided and the instructions given below. **For the purposes of this question:**

“**Offence**” includes all common law and statutory crimes, misdemeanours and felonies, regardless of their classification, but **excludes** criminal cases in respect of which an admission of guilt fine was payable WITHOUT an obligation to appear in Court.

“**Charge**” includes any indictment, complaint, information, summons or other notice relating to the alleged commission of any offence.

Where the applicant has been charged, as defined above, an answer of “**yes**” must be given and all the relevant information required by this question provided to the best of your ability, even if –

- the applicant did not commit the offence charged;
- the charges or alleged offences to which they related were brought not more than ten years ago.

If the records relating to the charges have been expunged by a court order, answer “**no**” and attach a copy of the expunction order to this application, labelling it “**Attachment to Question 12**”.

Yes No

If “Yes”, complete the table below:

Date	Name or relationship	Nature of charge or conviction	Name & address of court or agency	Outcome of case & sentence, if applicable

13. INVOLVEMENT IN CRIMINAL PROCEEDINGS

Have you ever been called as a witness in any criminal proceeding or has any member of your immediate family (as contemplated in Question 4 of this application) ever been involved in such criminal proceedings?

Yes

No

If “Yes”, complete the table below:

Date	Name or relationship	Name & address of court or agency	Nature of proceedings and involvement

14. PARDONS

Have you ever received a pardon or had a record expunged or sealed in respect of any criminal offence or has any member of your immediate family (as contemplated in

Question 4 of this application) ever been so pardoned or had a record so expunged or sealed?

Yes No

If “Yes”, complete the table below:

Date	Name	Name & address of Executive authority	Offence for which pardon was received	Reason for pardon

(Attach certified true and legible copy of the pardon or expunction order)

15. INSURANCE

15.1 Have you ever sustained either a personal or business loss in respect of which an insurance payment of more than R100 000 or US\$60 000 or the equivalent thereof was paid to you?

Yes No

If “Yes”, provide details below including the name of the insurance company, the insurance broker, the number of the insurance policy and the claim number.

15.2 Have you ever owned property or a business which was damaged or destroyed by fire?

Yes No

If “Yes”, provide details below including the name of the insurance company, the insurance broker, the number of the insurance policy and the claim number.

15.3 Have you ever ceded an insurance policy?

Yes

No

If “Yes”, provide details below, including the policy number, to whom ceded and for what reason.

16. GAMBLING LICENCES AND ACTIVITIES

16.1. Provide details below of all **current or previous** gambling-related licences:

Date of application/ investigation	Name & address, tel. & fax of jurisdiction	Type of licence	Status of application or licence	Licence number

16.2 Provide details below of all gambling licence applications **currently pending**:

Date of application/ investigation	Name & address, tel. & fax of jurisdiction	Type of licence applied for	Anticipated date of decision	Status of application/ investigation

16.3 Provide details below of any business in which you have a financial interest of any kind and which is making an application to be licensed or is licensed by any Provincial Licensing Authority.

Name and address of business entity	Nature of your interest/investment	Amount of your interest/investment	% ownership in the business entity

16.4 Provide details below in respect of each person or business entity which has provided finance or anything else of value to assist you or your business entity in financing the investment(s) or interest(s) identified in question 17.3.

Name & address of person / entity	Relationship with applicant	Nature of finance	Amount of finance	Terms of the advance

Name & address of person / entity	Relationship with applicant	Nature of finance	Amount of finance	Terms of the advance

16.5 Will you be actively involved in the management or operation of the above entity(ies) currently licensed or to be licensed?

Yes No

If "Yes", describe the extent and nature of your potential involvement:

16.6 Do you hold or have you ever held a financial or an ownership interest in any gambling venture, whether licensed or unlicensed?

Yes No

If "Yes", describe below every such interest:

17. TAX INFORMATION

17.1 Have you filed your income tax returns for the **three** years directly preceding the date of this application?

Yes No

If “**Yes**”, attach **certified true and legible copies** of all the pages and supporting schedules of your tax returns covering those **three** years as well as the corresponding **tax assessments and attachments or tax clearance certificates** or the equivalent from the country of origin.

A **foreign** tax return and assessment not in English, must be accompanied by a **certified English translation**.

Tax reference no _____
Tax authority location _____

If “**No**”, give an explanation below and provide **personal income statements and balance sheets** for those **three** years.

17.2 Have you ever, in the last three years, been granted an **extension** for rendering a tax return?

Yes

No

If “**Yes**”, state the reasons below for the extension granted.

17.3 Have you ever, in the last three years, been delinquent in submitting any tax returns or paying any financial obligations to **any tax authority**?

Yes

No

If “Yes”, state reasons below for not submitting your tax returns or the unpaid amount and the tax authority involved.

18. ATTACHMENTS

Have your wages, salary, earnings or other income ever been garnished or attached or any similar action taken during the last five years?

Yes No

If “Yes”, complete the table below:

Date filed	Case number	Name & address of court	Nature & amount of order	Name & address of creditor

19. BANKRUPTCY/INSOLVENCY

Have you ever been declared legally insolvent or bankrupt or have you ever filed a petition for any type of bankruptcy or insolvency under any bankruptcy or insolvency law?

Yes No

If "Yes", complete the table below and provide a **certified true and legible copy of the court order**.

Date filed	Case number	Name & address of court	Name & address of filing party	Name, address & tel. no of trustee

If rehabilitated, provide details and a **certified true and legible copy of the rehabilitation order**.

20. FAILED BUSINESSES

Provide details below of any failed or abandoned businesses in respect of which you were the owner or the controlling shareholder or where you had a financial interest of more than 25%.

21. DIRECTORSHIPS

List all directorships currently or previously held:

Date (Yr to Yr)	Name of company	Registered address of company	Income tax reference no of co.	Type of directorship held

22. FOREIGN ASSETS

Do you own or control any assets or liabilities outside your country of residence?

Yes No

If "Yes", provide details below as well as in the schedules provided with the Statement of Assets and Liabilities.

23. CONTROL OF ASSETS

Do you control, manage or hold in **trust** any assets or liabilities for any other person or entity?

Yes No

If "Yes", provide details below and provide a **certified true and legible copy of all trust deeds** as well as the latest **audited financial statements** of all such trusts. State whether you are a **donor, trustee or beneficiary** of any trust.

24. BANK ACCOUNTS

Have you or your spouse opened or closed any bank account which was issued in your name, your spouse's name or in the name of any entity which you or your spouse controlled, during the **five (5)** years preceding the date of this application?

Yes _____ No _____

If "Yes", provide details below:

Date opened/closed	Bank & branch where account was opened/closed	Name & no. of account	Balance of account as at	If closed, reason for closing & the destination of the proceeds

Provide copies of the statements for every bank account held in your or your spouse's name for the past three months.

25. MONTHLY INCOME & EXPENDITURE STATEMENT

Provide details below of your **average monthly** income and expenditure based on the average for the **three** months preceding the date of this application. All amounts must be in **South African Rand (ZAR)**. Indicate the applicable **exchange rate and date** when a foreign currency is converted to South African Rand.

INCOME	APPLICANT	SPOUSE	TOTAL
Salary (net) / Drawings			
Fees (Directors / consultancy)			
Rental received			
Interest			
Dividends			
Repayments of loans			
Other income (specify)			

TOTAL INCOME (A)			
EXPENDITURE	APPLICANT	SPOUSE	TOTAL
Alimony (if applicable)			
Bond repayment/rental of house			
Clothes			
Credit card accounts			
Electricity & water			
Entertainment			
Food and liquor			
Insurance premiums / savings			
Maintenance of property			
Medical expenses paid self			
Motor vehicle running expenses			
Repayment of borrowings			
Telephone			
Travelling			
Other expenses (specify)			
TOTAL EXPENDITURE (B)			
NET INCOME / (DEFICIT) (A - B)			

26. STATEMENT OF ASSETS AND LIABILITIES

DATE OF STATEMENT _____ / _____ / _____

List the values of all assets, both tangible and intangible, in the appropriate spaces below. Enter only Rand amounts as on the date of this statement. The statement date must be as recent as possible, but within the preceding **three** months of the date of this application.

Each listed asset must be described fully in the appropriate attached schedule. Provide either current actual values or current market values as appropriate.

ALL AMOUNTS MUST BE IN SOUTH AFRICAN RANDS. INDICATE THE APPLICABLE EXCHANGE RATE AND DATE WHEN FOREIGN CURRENCIES ARE CONVERTED TO SOUTH AFRICAN RAND.

27. COMPLETE SCHEDULES A TO P OF THIS FORM.

SCHEDULE A

ACCOUNTS / MONIES RECEIVABLE / TAX OVERPAID

Name & address of debtor	Date incurred	Original amount	Unpaid balance	Payment period	Monthly repayments	Maturity date	Origin of debtor account	Collateral held for debt
APPLICANT:								
SPOUSE:								

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**SCHEDULE B
BANK ACCOUNTS**

Name & address of financial institution	Name(s) of person(s) appearing on account	Account no	Type of account	Date opened	Interest rate (%)	Interest received	Interest paid	Credit balance* as at.....	Debit balance* as at.....
APPLICANT:									
SPOUSE MINOR CHILDREN:									

* REFLECT EITHER A CREDIT OR A DEBIT BALANCE AS AT THE DATE OF THE APPLICATION.

**SCHEDULE C
CREDIT CARD ACCOUNTS**

Name of credit card (Visa etc)	Name of financial institution	Name appearing on card	Account number	Expiry date	Type of card (credit, petrol)	Credit balance* as at.....	Debit balance* as at.....
APPLICANT:							
SPOUSE:							

* REFLECT EITHER A CREDIT OR A DEBIT BALANCE AS AT THE DATE OF THE APPLICATION.

**SCHEDULE D
PERSONAL AND HOUSEHOLD EFFECTS**

Other assets	Purchase price	Date of purchase	Current market value (not insurance values)	Other information pertaining to these assets
APPLICANT:				
SPOUSE:				

SCHEDULE E

LISTED INVESTMENTS (SHARES AND BONDS/STOCKS)

Name of issuer	Type	No of shares or bonds/stocks	Purchase price of each	Date of purchase	Name in which registered	Current market value
APPLICANT:						
SPOUSE	MINOR CHILDREN:					

**SCHEDULE F
NON – LISTED INVESTMENTS**

Name of entity	Type (co., cc, partners etc)	No of ownership units	Percentage ownership	Purchase price	Date of purchase	Name in which registered	Persons / entity sharing ownership	Current market value
APPLICANT								
SPOUSE	MINOR CHILDREN							

**SCHEDULE G
PROPERTY**

Street address	Erf no. or title deed	Purchase price + improvement cost	Date of purchase	Name(s) of registered owner(s)	Percentage ownership each	Current market value	If let, state monthly income
APPLICANT:							
SPOUSE:							

**SCHEDULE H
INSURANCE POLICIES**

Name of policy holder	No. of insurance policy	Type of policy (life, annuity etc)	Insurance company	Beneficiary (ies) of policy	Estimated maturity value	Current value of policy	Loan/surrender value of policy
APPLICANT:							
SPOUSE:							

**SCHEDULE I
UNIT TRUSTS**

Name of unit trust	Type of unit trust	Account number	Name of the management co.	Name of linked product co. if involved	No of units held	Original purchase price	Current selling price
APPLICANT:							
SPOUSE	MINOR CHILDREN:						

SCHEDULE J

MOTOR VEHICLES, MOTORCYCLES, AEROPLANES, MOTOR BOATS, YACHTS ETC

Details of above assets	Registration or identification no.	Details of seller	Date of purchase	Purchase price	Method of financing	If not cash, amount outstanding	Current market value
APPLICANT:							
SPOUSE	MIINOR CHILDREN:						

**SCHEDULE K
BONDS/MORTGAGES PAYABLE**

Name & address of bondholder	Identification of property involved	Date incurred	Original amount	Current interest rate	Monthly repayments	Unpaid balance	Maturity date	Any other collateral provided
APPLICANT:								
SPOUSE:								

SCHEDULE L
HIRE PURCHASE ACCOUNTS PAYABLE

Name & address of HP creditor	Date incurred	Original amount	Interest rate	Amount outstanding	Maturity date	Monthly repayments	Description of asset acquired with HP	Other collateral provided for HP
APPLICANT:								
SPOUSE:								

SCHEDULE M
LOANS PAYABLE (SECURED & UNSECURED)

Name & address of creditor	Date incurred	Original amount	Interest rate	Amount outstanding	Maturity date	Monthly repayments	Reason(s) for borrowings	Collateral provided for loan (s)
APPLICANT:								
SPOUSE:								

**SCHEDULE N
OTHER LIABILITIES PAYABLE**

Name & address of creditor	Date incurred	Original amount	Interest rate	Amount outstanding	Maturity date	Monthly repayments	Reason(s) for incurring these liabilities	Collateral (if any) provided for liabilities
APPLICANT:								
SPOUSE:								

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SCHEDULE O
OFF-BALANCE SHEET ASSETS

Details of off-balance sheet assets	Registration or identification no.	Details of rental or leasing co.	Date of agreement	Expiry date	Interest rate (%)	Monthly rental /lease payments	Options at the end of the period
APPLICANT:							
SPOUSE	MINOR CHILDREN:						

**SCHEDULE P
CONTINGENT LIABILITIES**

Name & address of creditor	Date incurred	Description of principal debt	Original debt	Unpaid balance of debt	Maturity date	Monthly payments	Reason for providing security	Other collateral	Other persons liable
APPLICANT:									
SPOUSE:									

AFFIDAVIT

I, _____,
(Full names)

hereby:

- (a) declare that I have taken cognisance of and understand the rights and duties pertaining to this application, as set out in the National Gambling Act 2004, Act 7 of 2004 and the Provincial Licensing Authority's legislation;
- (b) declare that I am the person identified in this form;
- (c) declare that I have personally completed this form and have supplied all the information indicated herein; and
- (d) certify that the particulars contained herein are true and correct in every detail and that I have fully disclosed the information required in completing this form.

Signed at _____ on this _____ day of _____ 2024.

(Signature)

To be signed and certified as true and correct in the presence of a Commissioner of Oaths

AUTHORISATION

TO: All courts, correctional services departments, employers, educational institutions, banks, financial and other institutions, the Receiver of Revenue, credit bureaux, law agencies, all agencies and institutions without exception, both domestic and foreign, and to whomsoever else this authorisation may duly be presented.

FROM: _____
(Surname) (First names)

(Address)

Date of birth: _____ / _____ / _____ Telephone _____ / _____

I D no. _____ Passport no. _____

Signature _____

I HEREBY AUTHORISE the Accounting Authority of the National Gambling Board, or any authorised delegate of that Accounting Authority, to have access to, in order to inspect and to obtain copies of:

- (a) any credit report, financial report, tax report, value added tax report, employee's tax records and all other entities in which I have a financial or personal interest, or legal or personal information derived from those reports or any other report which has any bearing on my creditworthiness, credit history, credit standing or credit capacity;
- (b) any loan information, cheque account records, saving deposit records, safety deposit box records, savings book records, bank statements and credit card statements pertaining to me;
- (c) any records relating to any investigations into my activities conducted by any police force, crime investigation agencies, corporate regulatory agencies or any gambling or casino regulatory bodies;

- (d) any court records relating to any present, past or pending civil or criminal court proceedings to which I am or was a party;
- (e) any current and past employment records or correspondence relating to me;
and
- (f) any other document, record or correspondence pertaining to me.

You are HEREBY AUTHORISED to release to the of the National Gambling Board, or an authorised delegate of that Accounting Authority, all the documents, reports and information requested by any of them.

This AUTHORISATION supersedes and countermands any prior request or authorisation to the contrary.

A photocopy of this AUTHORISATION will be considered to be as effective and as valid as the original.

To be signed in the presence of and certified by a Commissioner of Oaths

ACCESS TO TAX RECORDS

I, _____,
(Full names)

the undersigned, am aware that the confidentiality of income tax returns is protected by law. I therefore undertake, upon request by the National Gambling Board (“Authority”), to procure from the Receiver of Revenue or any similar tax authority wherever located, which has in its custody or possession any records pertaining to my tax returns, such of those records as may be requested by the Authority and to place the Authority in possession thereof for the purposes of consideration of this application.

Signed at _____ on this _____ day of
_____ 2024.

(Signature)

To be signed in the presence of and certified by a Commissioner of Oaths.

FORM 3 – RELEASE AUTHORISATION NOTICE

Each enterprise must have the “Release Authorisation” below properly signed, dated and notarised. The attached “Notice” must also be acknowledged by a proper signature and date.

Each document must be signed by the following person:

1. If the enterprise is a company, the Managing Director or any officer so authorised to affirm.
2. If the enterprise is a close corporation, the Managing Member or any officer so authorised to affirm.
3. If the enterprise is a corporation, the president or any officer so authorised to affirm;
4. If the enterprise is a partnership, each of the partners. If a limited partnership, by each of the general partners only;
5. If the enterprise is any other business form, organisation or association, the chief executive officer or any other officer so authorised to affirm;
6. If the enterprise is a sole proprietorship, the natural person who is the proprietor.

Signature _____

FORM 3.1 – CORPORATE RELEASE AUTHORISATION

To All Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, and all Government Agencies - State, Provincial and Local, without exception, both foreign and domestic.

On behalf of

I, _____,

have authorised the National Gambling Board to conduct a full investigation into the background of the said enterprise.

Therefore, you are hereby authorised to release any and all information pertaining to the said enterprise, documentary or otherwise, as requested by any employee or agent of the National Gambling Board, provided that he or she certifies to you that the said enterprise has an application pending before the National Gambling Board or that the said enterprise is currently a licensee or registrant required to be qualified under the provisions of the Gambling Act.

This authorisation shall supersede or countermand any prior request or authorisation to the contrary.

A photocopy of this authorisation will be considered as effective and valid as the original.

DATE

SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20 _____.

NOTARY PUBLIC

Signature _____

ATTACHMENT PAGE

In the capacity of: *[Insert the position of the signatory in the company]*.....

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal [where appropriate]

[Note: In case of a Joint Venture, the Bid Application Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

*[*Please delete as appropriate]*

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FORM 4.1 – SERVICE PROVIDER’S BID

To: **National Gambling Board**

Having examined the bidding documents including addenda No, we offer to execute the **Supply, Installation, Commissioning, Operation, Management and Maintenance of a National Central Electronic Monitoring System (NCEMS) for Limited Pay-Out Machines in the Republic of South Africa and Collection of related Monitoring Fees for a Duration of Eight (8) Years (Bid Number NGB 001/2025)** in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers], [amount in words] [names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and if required, the Bid Security, as mentioned by the bidding documents and specified in the Bidding Data Sheet.

We have read and understood the content of the Bid Application Declaration (**FORM 4**) contained in Section IV and subscribe fully to the terms and conditions of the Bid Application Declaration, if required. We further understand that this declaration shall be construed as a signed Bid Application Declaration which could lead to disqualification on the grounds mentioned in ITB 17 A.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

Service Provider Company's Seal _____

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FORM 5 – JOINT VENTURE SUMMARY

Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual turnover, in terms of Services billed to clients, in (ZAR) equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (applicable activities only; (ZAR) equivalent)				
Partner		Year 1	Year 2	Year 3
1. Partner in charge				
2. Partner				
3. Partner				
4. Partner				
5. Partner				
6. Etc.				
Totals				

Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1 above.
- Approval of the Central Electronic Monitoring Software from an internationally recognised /certified Gaming Laboratory or any other accredited institution where the software is used.
- In case of JV, letter of intent to form JV or JV agreement.
- In case of government owned entity from South Africa , documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Clause 4.6 of ITB

FORM 6 – DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

The Applicant shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the required scope of work. With this form, the Applicant should summarise important certifications, proprietary methodologies, and/or specialised technologies which the Applicant proposes to utilise in the execution of the Contract.

*[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested the Applicant present the Technical Proposal limited to 50 pages, inclusive of **charts** and **diagrams**) divided into the following three chapters:*

1. **Technical Approach and Methodology** - *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
2. **Organisation and Staffing** - *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical (Team Leaders, Technical and Functional Consultants, Quality and Assurance Consultant) and support staff (Post implementation supporting staff).*
3. **Work Plan / Implementation Plan** - *The plan must be inclusive, containing the design with components, products and their source and parameters, timelines, processes including certification, management and maintenance support structures, installation and roll out resources. In addition, a Gant Chart must be utilised for illustrative purposes which will cover the project from inception to completion over the transition period.*

FORM 7 – LITIGATION HISTORY

Name of Applicant or partner of a Joint Venture

Applicant, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, ZAR)

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FORM 10 – TEAM COMPOSITION AND TASK ASSIGNMENTS

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Applicant should provide the names of candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form Tech 12 Curriculum Vitae for each candidate. Applicant may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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FORM 11 – CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1 **Proposed Position** [*only one candidate shall be nominated for each position*]:

2 **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3 **Name of Staff** [*Insert full name*]: _____

4 **Date of Birth**: _____

Nationality: _____

5 **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6 **Membership of Professional Associations**: _____

7 **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8 **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____

9 Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10 Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]: _____

Employer: _____

Positions held: _____

<p>11 Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>12 Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____ Year: _____ Location: _____ Public Body: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
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13 Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful

misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year



Full name of authorised representative: _____

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FORM 12 – STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
																Subtotal		3	3
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
																Subtotal			
																Total			

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Applicant's home office.

 Full time input
 Part time input

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FORM 13 – LIST OF PROPOSED SUBCONTRACTORS

Applicant and each partner to a Joint Venture bid should provide information on Proposed Contractors to be used where the Applicant **envisages using Contractors** during the process. Details be provided in the Staffing Schedule.

	Item	Proposed Subcontractor	Place of Registration & Qualifications

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FORM 14 – TECHNICAL PROPOSAL SUBMISSION CHECKLIST

The purpose of the table is to provide the Applicant with a summary checklist of items that must be included in the bid as described in ITB Clauses 20 and 13, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and assist in the bid evaluation process.

Item	Present Y/N	Page #
1. SBD 1 – INVITATION TO BID		
2. SBD 4 – BIDDERS DISCLOSURE		
3. SBD 5 – NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME		
4. SBD 6.1 – PREFERENCE POINTS CLAIM FORM		
5. FORM 6.2 – LOCAL CONTENT DECLARATION		
6. FORM 1 – BUSINESS ENTITY DISCLOSURE		
7. FORM 2 – PERSONAL HISTORY DISCLOSURE		
8. FORM 3 – RELEASE AUTHORISATION NOTICE		
9. FORM 3.1 – CORPORATE RELEASE AUTHORISATION		
10. FORM 4 – BID APPLICATION DECLARATION		
11. FORM 5 – JOINT VENTURE SUMMARY		
12. FORM 6 – DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT		
13. FORM 7 – LITIGATION HISTORY		
14. FORM 8 – DETAILS OF APPLICANT'S EXPERIENCE		
15. FORM 9 – SUMMARY SHEET: PAST, CURRENT AND EXPECTED CONTRACT COMMITMENTS		
16. FORM 10 – TEAM COMPOSITION AND TASK ASSIGNMENTS		
17. FORM 11 – CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF		
18. FORM 12 – STAFFING SCHEDULE		
19. FORM 13 – LIST OF PROPOSED SUBCONTRACTORS		
20. FORM 14 – TECHNICAL PROPOSAL SUBMISSION CHECKLIST		
21. FORM 15 – FINANCIAL PROPOSAL SUBMISSION CHECKLIST (DO NOT SUBMIT SUPPORTING DOCUMENTS IN THIS SECTION)		
22. FORM 16 – PERFORMANCE GUARANTEE		

Bid Validation in terms of Instruction to Bidders (ITB) clause 19

Name of Applicant	
Contact Person	
Contact Number	
Signature of Authorised signatory	
Company Seal	

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FORM 15 – FINANCIAL PROPOSAL SUBMISSION CHECKLIST

The purpose of the table is to provide the Applicant with a summary checklist of items that must be included in the bid as described in ITB Clauses 20 and 13, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and assist in the bid evaluation process.

Item	Present Y/N	Page #
a. SBD 3.1 – PRICING SCHEDULE – FIRM PRICE		
b. CALCULATIONS SUPPORTING THE BID PRICE		
c. FORM 4.1 – SERVICE PROVIDERS BID		

Bid Validation in terms of Instruction to Bidders (ITB) clause 19

<i>Name of Applicant</i>	
<i>Contact Person</i>	
<i>Contact Number</i>	
<i>Signature of Authorised signatory</i>	
<i>Company Stamp</i>	

FORM 16 – PERFORMANCE GUARANTEE

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE

No.:.....

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of*name of Contract and brief description of Works*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight (28) days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....**Stamp of Bank and**

Signature(s).....

END OF DOCUMENT

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