

TERMS AND CONDITIONS - CENTRAL SUPPLIER DATABASE (CSD)

THESE TERMS AND CONDITIONS ARE BINDING ON AND ENFORCEABLE AGAINST A PERSON WHO ACCESSES THE CENTRAL SUPPLIER DATABASE

1. Definitions and Interpretation

In these terms and conditions, unless the context otherwise indicates, the singular includes the plural and vice versa, and -

“authorised institutional user” means a person who has been duly authorised by the primary institutional user to access the supplier information on the Central Supplier Database;

“authorised user” means a person who has been duly authorised by the primary user to access supplier information on the Central Supplier Database;

“automated verification” means electronic verification of the key information of the supplier through interfaces between the Central Supplier Database system and the systems of interfacing institutions;

“interfacing institution” means any institution that provides services or functionality to perform electronic verification of information;

“key information” means, in relation to a supplier –

- (i) business registration, including details of directorship and membership;
- (ii) tax compliance information;
- (iii) tender defaulter and restricted supplier information;
- (iv) Broad-based Black Economic Empowerment (BBBEE) information; or
- (v) bank account information.

“Central Supplier Database” means the national standardised and centralised electronic supplier database administered by the National Treasury which provides supplier information to an organ of state;

“National Treasury” means the National Treasury established by section 5 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), in its capacity as an administrator of the Central Supplier Database or as an interfacing institution;

“organ of state” means -

- (i) a department as defined in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (ii) a municipality as defined in section 1 of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
- (iii) Parliament;
- (iv) a provincial legislature;
- (v) a constitutional institution as defined in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (vi) any other institution or category of institutions which the Minister of Finance may determine;

“person” means a natural or juristic person;

“personal information” means personal information as defined in section 1 of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

“primary institutional user” means a person who is duly authorised by an organ of state to act as representative of an organ of state on the Central Supplier Database;

“primary user” means a person who is duly authorised by the supplier to act as a representative of the supplier on the Central Supplier Database;

“supplier” means a person who is registered as a prospective supplier of goods or services to an organ of state on the Central Supplier Database;

“supplier information” means key information, personal information and any other information pertaining to the supplier which is necessary for procurement of goods or services by an organ of state;

“validity timeframe” means a twenty four hour period for which key information is deemed to be valid;

"these terms and conditions" means these terms and conditions for the Central Supplier Database, as may be amended from time to time;

“user” means -

- (i) a primary user;
- (ii) a primary institutional user;
- (iii) an authorised user; or
- (iv) an authorised institutional user.

2. CONDITIONS OF ACCESS TO AND USE OF THE CSD

2.1 User

2.1.1 A person must upon registration as a primary user or primary institutional user on the Central Supplier Database (herein called “the CSD”) accept these terms and conditions as legally binding on and enforceable against the user.

2.1.1.1 The National Treasury undertakes to obtain the supplier’s consent in the event of the intended use of the supplier information for purposes other than for dissemination to organs of state for procurement purposes.

2.1.2 Registration on the CSD is open to only a prospective supplier and an organ of state.

2.1.3 The access and use of the CSD by a user are determined by the category of the registration of the user and the functionality allocated by the CSD to that category.

2.1.4 A person may not register on the CSD through unauthorised use of the details of another person. The National Treasury may take any steps it considers necessary against a person who registers or attempts to register on the CSD through unauthorised use of the details of another person.

2.2 Primary user

2.2.1 A primary user who submits an application on the CSD to register a supplier or to add an additional person as authorised user or to provide additional supplier information hereby declares that he or she is duly authorised by the supplier to register the supplier on the CSD or to provide additional supplier information or add an additional person as authorised user.

2.2.2 A primary user may not register on the CSD through unauthorised use of the details of another person. The National Treasury may take any steps it considers necessary against a person who registers or attempts to register on the CSD through unauthorised use of the details of a supplier, including against a primary user who falsely represents himself or herself as duly authorised by the supplier to act as a primary user.

2.2.3 A primary user undertakes to provide the requisite supplier information and any information pertaining to the supplier that may be required by the National Treasury. The primary user must ensure that all the requisite supplier information on the CSD is complete, up-to-date and accurate.

2.2.4 The National Treasury shall not be liable for any loss or damage as a result of the provision of inaccurate supplier information on the CSD by the primary user or a person purporting to be the primary user.

2.3 Authorised user

- 2.3.1 By accessing the CSD, an authorised user added by the primary user on the CSD declares that he or she is duly authorised by the primary user to access the supplier information on the CSD.
- 2.3.2 The National Treasury may take any steps it considers necessary against a person who accesses or attempts to access the CSD through unauthorised use of the details of a supplier, including against a person who falsely represents himself or herself as duly authorised by the supplier to act as an authorised user.
- 2.3.3 An authorised user may edit or update the supplier information on the CSD to ensure that it is complete, up-to-date and accurate.
- 2.3.4 If an authorised user has submitted the supplier information which is false, misleading or inaccurate, the National Treasury may, after giving the authorised user an opportunity to be heard, deny the authorised user access to the CSD. The National Treasury shall not be liable for any loss or damage as a result of the provision of inaccurate supplier information on the CSD by an authorised user or a person purporting to be an authorised user.

2.4 **Supplier**

- 2.4.1 The supplier information on the CSD may only be used to enable electronic verification of the key information of the supplier by an organ of state through interface with interfacing institutions for procurement purposes.
- 2.4.2 A supplier who has submitted the requisite supplier information on the CSD hereby authorises the National Treasury to disseminate, on request by an organ of state, the key information to that organ of state for procurement purposes.
- 2.4.3 A supplier hereby authorises an organ of state to use the key information and other relevant information of the supplier from the CSD for procurement processes.
- 2.4.4 A supplier hereby authorises interfacing institutions to provide the National Treasury with key information and other relevant information of the supplier, to enable dissemination by the National Treasury of such information through the CSD to an organ of state for procurement processes.
- 2.4.5 The registration of a supplier on the CSD has the same effect as paper based registration processes which are carried out through manual submission of the supplier information to an organ of state. Registration as supplier on the CSD does not prevent the supplier from registering by submitting the required information and documents to an organ of state manually or by any other manner accepted by the organ of state.
- 2.4.6 To facilitate the registration of a supplier on the CSD other than through manual submission of the supplier information to an organ of state, the organ of state may assist the supplier to register on the CSD.
- 2.4.7 The registration of the supplier on the CSD does not by any means constitute a guarantee or undertaking that any organ of state will procure goods or services from that supplier. Procuring goods or services from a supplier on the CSD is subject to the procurement requirements applicable to the relevant organ of state.
- 2.4.8 If a supplier's name appears on the Register for Tender Defaulters, established in terms of section 29 of the Prevention and Combating of Corrupt Practices Act, 2004 (Act No. 12 of 2004), the National Treasury may, after giving the supplier an opportunity to be heard, suspend the supplier's access to the CSD.

2.5 **Primary institutional user**

- 2.5.1 A primary institutional user who accesses the CSD on behalf of an organ of state hereby declares that he or she is duly authorised by the organ of state to act as a representative of the organ of state on the CSD, and to add or remove an additional person as authorised institutional user.
- 2.5.2 A person may not register on the CSD through unauthorised use of the information of an organ of state on the CSD.
- 2.5.3 The National Treasury may take any steps it considers necessary against any person who accesses or attempts to access the CSD, for whatever reason, through unauthorised use of the details of an organ of state, including

against a person who falsely represents himself or herself as duly authorised by an organ of state to act as primary institutional user.

2.6 Authorised institutional user

2.6.1 By accessing the CSD an authorised institutional user added by the primary institutional user on the CSD declares that he or she is duly authorised by the primary institutional user to access the supplier information.

2.6.2 The National Treasury may take any steps it considers necessary against an authorised institutional user who accesses or attempts to access the CSD, for whatever reason, through unauthorised use of the details of an organ of state, including against a person who falsely represents himself or herself as duly authorised by an organ of state to act as an authorised institutional user.

2.6.3 The National Treasury shall not be liable for any loss or damages as a result of any misuse of the CSD by a person who is duly authorised by an organ of state to act as a representative of an organ of state on the CSD, or by a person who purports to be duly authorised.

2.7 Organs of state

2.7.1 A primary institutional user or an authorised institutional user may not disclose the supplier information to any person unless as instructed by an organ of state and only to the extent permitted by law.

2.7.2 An organ of state must notify the National Treasury if a person who was previously authorised by an organ of state as a primary institutional user or an authorised institutional user is no longer acting as a representative of the organ of state on the CSD.

2.7.3 The National Treasury shall not be liable for any loss or damage as result of unauthorised disclosure of the supplier information by a primary institutional user or authorised institutional user or by a person purporting to be a primary institutional user or authorised institutional user.

2.7.4 An organ of state undertakes that the information obtained from the CSD shall be collected, processed and stored in a manner as required by South African law. An organ of state will take all reasonable steps to protect the information submitted by a supplier on the CSD, and will not disclose the information to any person, save for procurement purposes, and also only to the extent permitted or required by law.

2.7.5 An organ of state undertakes to obtain supplier information from the CSD and ensure to keep the information and key information up to date within the validity timeframe.

2.8 Username and password

2.8.1 Access to the CSD shall be through the use of a username and a password which is unique to each user.

2.8.2 A user may be periodically requested to change the username and password.

2.8.3 The unique username and password will be designated as the signature of a specific user for identification purpose and for monitoring the information submitted on behalf of the supplier or organ of state on the CSD.

2.8.4 The user must safeguard and keep confidential his or her CSD username and password.

2.8.5 The National Treasury shall not be liable to a supplier or an organ of state for any loss or damage as a result of unauthorised access to supplier information or the information of the organ of state on the CSD.

2.8.6 The National Treasury shall not be liable for any loss or damage as a result of any misuse of supplier information on the CSD by any person.

3. CONFIDENTIALITY AND PRIVACY

- 3.1 A user agrees to access and use the CSD in accordance with these terms and conditions.
- 3.2 A user acknowledges and agrees that the information on the CSD will be used solely to facilitate dissemination of supplier Information and any information pertaining to the supplier to an organ of state for the purpose of conducting procurement processes.
- 3.3 The National Treasury undertakes that the information submitted on the CSD shall be collected, processed and stored in a manner as required by South African law. National Treasury will take all reasonable steps to protect the information submitted by an organ of state or supplier on the CSD, and will not disclose the information to any person, save for the purpose of dissemination to an organ of state for procurement purposes, and also only to the extent permitted or required by law.
- 3.4 Employees and contractors of the National Treasury who have access to the CSD must keep all the information on the CSD confidential and may not disclose the information to any person except as provided in these terms and conditions or as authorised by the National Treasury.

4. DISCLAIMER

4.1 Use of information on the CSD

The National Treasury shall not be liable for any damage or loss as a result of the dissemination by the National Treasury, through interface with interfacing institutions, of the key information of the supplier to an organ of state or any other information pertaining to the supplier for procurement purposes.

4.2 Security

- 4.2.1 No express or implied warranty is given by the National Treasury that any files, downloads or applications available via the CSD are free from any viruses, or other data or code which may corrupt or affect the use, operation or access to the computer or computer network or system of a user, supplier or an organ of state.
- 4.2.2 The National Treasury shall not be liable for any loss or damage as a result of any technical error on the CSD which negatively affects the computer or computer network or system of a user, supplier or an organ of state.

4.3 Accessibility of the CSD

- 4.3.1 The National Treasury makes no express or implied representation or gives no express or implied warranty or guarantee that the CSD is accessible at all times. A user, supplier or an organ of state acknowledges that the CSD may not be accessible due to maintenance activities or due to circumstances beyond the reasonable control of National Treasury, including at least virus infection, unauthorised access or hacking, power failure or a fault with a telecommunications network, a problem with third party computer network or any other instance of force majeure beyond National Treasury's reasonable control.
- 4.3.2 The National Treasury may terminate or suspend the operation of the CSD for whatever reason and at any time and without notification to users, suppliers and organs of state.
- 4.3.3 A supplier acknowledges and undertakes that when the CSD is not accessible, the supplier will, if he or she wishes to participate in any procurement process of an organ of state, submit all the required information and documents to the organ of state manually or any other manner accepted by the organ of state.
- 4.3.4 An organ of state acknowledges and accepts that if the CSD is not accessible, the organ of state must verify manually with interfacing institutions the key information of the supplier for procurement purposes.

4.4 Termination

- 4.4.1 The National Treasury may, after giving the user, supplier or an organ of state an opportunity to be heard, deny, suspend or terminate the access of a user, supplier or an organ of state to CSD that is in breach of these terms and conditions.
- 4.4.2 In the event of denial, suspension and termination of the access of a user, supplier or organ of state to the CSD in terms of paragraph 4.4.1, the submission and verification of key information as envisaged in paragraphs 4.3.3 and 4.3.4 apply.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All intellectual property rights in all materials and content made available through the CSD vest in the State and are protected by South African law.
- 5.2 A user, supplier or an organ of state undertakes not to do anything that may infringe intellectual property rights, referred to in paragraph 5.1, including at least unauthorised copying, reproduction, modification, retransmission, distribution, dissemination, sale, publication or other circulation or exploitation of such material, and undertakes to comply with all laws applicable to any intellectual property rights.
- 5.3 A user, supplier or organ of state undertakes not to use the CSD in any manner that will infringe the intellectual property rights of the State.

6. CSD INTERFACE WITH WEB SITES OF KEY INSTITUTIONS

The CSD interfaces with websites of interfacing institutions to enable an organ of state to conduct electronic verification of the key information of a supplier. Usage by an organ of state of key information of the supplier which is obtained through interface with the website of an interfacing institution is at the sole discretion of an organ of state. The National Treasury makes no representation and gives no warranty or guarantee as to accuracy, appropriateness of, or any other aspects relating to, the website of an interfacing institution. The National Treasury does not control the website of an interfacing institution, and shall not be liable for any loss or damage as a result of the use by an organ of state of the information obtained from that website.

7. SECURITY

- 7.1 The National Treasury shall take all reasonable steps to secure the content of the CSD and the information provided by or collected from a user, supplier or organ of state from unauthorised access and disclosure.
- 7.2 A user, supplier or organ of state undertakes not to deliver or attempt to deliver, whether intentionally or negligently, any damaging code, including at least computer viruses, to the CSD or the server or computer network that supports the CSD.
- 7.3 A user, supplier or organ of state may not develop, distribute or use any device to breach or overcome the security system of the CSD, or interfere with data or services of the CSD in a manner which causes the data or services to be modified, destroyed or otherwise ineffective.
- 7.4 The National Treasury may take any steps it considers necessary, in addition to any remedy available elsewhere in these terms and conditions, to preserve the security of the CSD, its server and computer network, including at least instituting criminal or civil proceedings against the responsible person.

8. UPDATING OF THE TERMS AND CONDITIONS

- 8.1 The National Treasury may from time to time change, modify, add to or remove any or all of these terms and conditions. Changes to these terms and conditions will take effect when published on the CSD or such other date indicated on the website. A user, supplier, organ of state must periodically check these terms and conditions for any changes or updates.
- 8.2 A new version of the terms and conditions will be displayed on the CSD together with the effective date of the new version. A user, supplier, organ of state must each time it accesses the CSD determine whether any

amendments have been made to these terms and conditions. By accessing the CSD, the user, supplier organ of state is bound by the latest version of these terms and conditions.

9. SEVERABILITY

If any provision of these terms and conditions is held by a court to be invalid, unlawful or unenforceable, that provision will be severable from the remaining provisions of these terms and conditions which will continue to apply and be enforced. If any provision so held to be invalid, unlawful or unenforceable, is capable of amendment to render it valid, lawful or enforceable, the National Treasury may amend it to rectify the defect.

10. BREACH

If a user, supplier or organ of state does not comply with any of these terms and conditions, the National Treasury must, in addition to any other remedy under these terms and conditions, take any steps it considers necessary to protect the State's proprietary and other interests in the content on the CSD, including at least –

- (i) claiming specific performance under these terms and conditions;
- (ii) directing or causing to be done whatever may be necessary to remedy the breach;
- (iii) after giving the user, supplier and an organ of state an opportunity to be heard, suspend or terminate access to and use of the CSD.

11. APPLICABLE LAW

These terms and conditions including all matters arising from or in connection therewith are governed by, and are to be interpreted and enforced in, accordance with South African law.

12. INFORMATION ABOUT THE CSD

12.1 The CSD website address where the CSD resides is: <https://secure.csd.gov.za>. If you require any information from the National Treasury regarding the use and the content of the CSD, please direct such a request on the contact link.

12.2 Contact details of CSD web application owner:

Postal address:
National Treasury
Private Bag X115
Pretoria
0001
South Africa

Street Address:
240 Madiba Street
Corner Thabo Sehume & Madiba Street
Pretoria
South Africa

Tel No: +27 12 315 5111
Email address: csd@treasury.gov.za

Published date
2016-03-23 13:02:47