



REQUEST FOR QUOTATION

You are hereby invited to submit quotation for the requirements of the Financial and Fiscal Commission

RFQ Number:	RFQ: 230802	RFQ validity period:	60 days from closing date
Date Issued:	14 August 2023	Submission (only):	procurementJS@ffc.co.za
Closing date:	17 August 2023	Enquiries e-mail(only):	Mammie Khumalo mammie.khumalo@ffc.co.za
Closing time:	14h00pm		
Services Required:	See Terms of Reference		
Delivery address for goods and/or services:	Cape Town Offices: 11th floor of 33 Heerengracht Boulevard, Cape Town City Centre		

PROCUREMENT OF SAGE 200 LICENCE RENEWAL AND SUPPORT SERVICES.

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. The FFC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Bidders are required to be tax compliant for all price quotations. It is the responsibility of the bidder to ensure that the FFC is in possession of the bidder's Central Suppliers Database Supplier number. Validation of tax status will be confirmed through the CSD.
4. No services may be rendered, or goods delivered before an official FFC Purchase Order has been issued and received.
5. The successful bidder will be expected to sign a service level agreement (SLA) soon after the Purchase Order is issued and received (where applicable).
6. This RFQ will be evaluated in terms of the 80/20 system as prescribed by the Preferential Procurement Regulations, 2022.
7. Nothing in the RFQ or in the actions of FFC officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFQ or any other matters not raised in the RFQ.



BIDDER DETAILS:

Bidder/Company name	
CSD Supplier Number:	
Contact person:	
Contact number:	

I, the undersigned (NAME)... ..certify that:

- a. I have read and understood the conditions of this RFQ.
- b. I have supplied the required information and the information submitted as part of this RFQ is true and correct.

.....
Signature

.....
Date

.....
Capacity



1. PURPOSE

Proposals are requested from Sage 200 Evolution certified and accredited business partners for the provision of Sage 200 Evolution System support services on a monthly basis and renewal of software licences annually for a period of three years.

The service provider will be expected to assist the Financial and Fiscal Commission (FFC) with advisory on cloud-based solutions and methods for integrating existing financial systems. The service provider is expected to provide annual system reviews and recommendations for system developments and improvements.

These Terms of Reference invite potential Service Providers that possess the necessary experience and capabilities to submit a proposal. Request for quotation documents can be downloaded from the FFC's website: www.ffc.co.za/ Bid Number: **RFQ230802**.

2. BACKGROUND

The FFC is currently utilising the **SAGE 200 Evolution** (version 10.1.3.005) financial system to assist the FFC to achieve optimal operational performance. The FFC has 8 users registered on the system. The FFC has renewed Sage licence certificates which will expire on 31/08/2023.

3. SCOPE OF WORK

The service provider is requested to the following core modules are registered:

- General Ledger
- Accounts Receivable
- Accounts Payable
- Contact Management Basic
- Inventory
- Order Entry
- Fixed Assets
- SDK Connector
- Report Writer
- Contact Management Premium
- GL Master/Sub Accounts
- GL Segmented Accounts
- Segmented Inventory
- SIC Standard
- Procurement
- SIC Report Designer
- Audit Tool
- Mobilit



4. PROPOSAL TO INCLUDE THE FOLLOWING:

The following is expected from the service provider:

- Support and Maintenance of SAGE 200 Evolution as and when required (Rate per hour) (up to 10% annual increase in the proposal will be allowed)
- Training of new system users as and when required (Rate per hour)
- Renewal of SAGE 200 Evolution licences for the period 01/09/2023 – 31/08/2026 (up to 10% annual increase in the proposal will be allowed)

5. DURATION OF SERVICE

The support and maintenance contract will be on an adhoc basis, as and when required for a period of 36 months (3 years) from 1 September 2023 to 31 August 2026.

6. EVALUATION CRITERIA

The evaluation of this tender will be done in two stages namely:

Stage 1: Mandatory Requirements.

Stage 2: Functionality Evaluation.

Stage 3: Bidders will be evaluated on Price and Specific goals as per PPR 2022.



7. EVALUATION PROCESS

7.1. STAGE 1 – MANDATORY REQUIREMENTS

Standard bidding documents and other eligibility criteria:

No	Compulsory Documents to be submitted
1	Fully Completed and signed pricing schedule (<i>with a permanent ink</i>)
2	Signed and Completed Standard Bid Documents (SBD 1, 4 & 6.1)
3	Proof of partnership with SAGE (SAGE Partnership/Accreditation letter on Sage letterhead and contactable person of appropriate authority – Senior Management)

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

ADDITIONAL INFORMATION:

1	Proof of registration with CSD or proof of capability to register with CSD
2	Annexure A POPIA Compliance (completed and signed)
3	Certified copy of BBB-EE certificate or Sworn Affidavit sign by the Commission of Orth declaring your BBEE contributor.



8. Stage 2: Functionality Assessment

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified. Those who score more than 70 points will be further evaluated in terms of price points. Functionality evaluation will be broken down as follows:

Table 2

RELEVANT EXPERIENCE	Points Allocation	Maximum Points
<p>Past relevant experience related to Sage 200 Evolution System support. (Letters from clients for similar services to be attached)</p> <p>Note: Please submit at least three recent references (including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken</p>	<p>1 – 3 letters 5 points 4 – 6 letters 10 points 7 and more letters 20 points</p>	20 points
Methodology and project plan which covers the understanding of PFMA with applicable regulations and understanding of accounting standards applicable to the Commission.	<p>Covers PFMA only 05 points Covers PFMA and GRAP 10points</p>	20 points
Sage 200 Evolution System Training Certification/Experience with training. (Please include copies of qualifications/certifications)	<p>0 years 0 1 – 5 years 5 5 – 10 years 10 Above 10 years 20</p>	20 points
Sage 200 Evolution Business Partner certification	<p>Authorised Business partner 5 Silver Status 10 Gold Status 20 Platinum Status 30 Super Platinum Status 40</p>	40 points



9. STAGE 3 – PRICE AND SPECIFIC GOALS

Pricing Schedule:

9.1.1 The financial proposal for the work to be carried out must be inclusive of VAT.

9.1.2 The quotation must be valid for a minimum of sixty (60) days.

All bids that achieve the mandatory requirements qualifying will be evaluated further in terms of the preference point system, as follows:

Table 3

CRITERIA	POINTS
Price	80
Specific goals	20
TOTAL	100 points

Bidders are required to complete the pricing schedule and sign.

Specific goals must be supported by B-BBEE Certificate/sworn affidavit to enable assessment and verification of points claimed.



8. PRICING SCHEDULE

The service provider should cost as follows:

SAGE 200 Evolution Support, Maintenance and Training

Deliverable	Rate per hour Vat incl.	Estimated hours (for procurement process only)	Increase (Year 2 and Year 3)	Total (incl. VAT)
Support and Maintenance		100		
Training of new system users		20		
System development and scoping		20		
A: Total Year 1 (1 September 2023 – 31 August 2024)				
	Prior year total			
B: Total Year 2 (1 September 2024 – 31 August 2025)				
C: Total Year 3 (1 September 2025 – 31 August 2026)				
A+B C = Total for 36 Months				

Software licence subscription - Please attach SAGE quotation.

Deliverable	Price per year Vat incl.	Distributors Markup (if any)	Total amount
Subscription for all modules as stated above			
A: Total Year 1 (1 September 2023 – 31 August 2024)			R
B: Total Year 2 (1 September 2024 – 31 August 2025)			R
C: Total Year 3 (1 September 2025 – 31 August 2026)			R
A+B C = Total for 36 Months			R

Note: The hours in the above table are only indicative to establish a basis for pricing.

Total bid price **Total for table 4 + table 5** _____

.....
Signature

.....
Date

.....
Capacity



9. EMAIL SUBMISSION

Only email bids will be accepted and the naming convention of the submission (subject) of the bid shall be as follows to ensure easy retrieval of the bid submissions:

RFQ230802 PROCUREMENT OF SAGE 200 LICENSE RENEWAL AND SUPPORT SERVICES – Bidder name.

E.G. RFQ230801 PROCUREMENT OF SAGE 200 LICENSE RENEWAL AND SUPPORT SERVICES – FFC (PTY) LTD

The naming convention is critical as it allows for easy retrieval of submission by the FFC.

PLEASE NOTE THAT FFC WILL ONLY ACCEPT EMAILED PROPOSALS TO THE EMAIL ADDRESS SPECIFIED IN THIS BID DOCUMENT, ALSO NO LINK SUBMISSIONS (Google Drive, Drop Box, WeTransfer, etc) WILL BE ACCEPTABLE.

10. TIMEFRAMES

Closing Date: 17 August 2023

Closing Time: 14h00pm



SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FINANCIAL AND FISCAL COMMISSION)					
BID NUMBER:	RFQ230802	CLOSING DATE:	17 August 2023	CLOSING TIME:	14h00pm
DESCRIPTION	PROCUREMENT OF SAGE 200 LICENSE RENEWAL AND SUPPORT SERVICES				
Submission of proposals: proposals must be emailed to procurementJS@ffc.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ntimela Sigadla		CONTACT PERSON	Mammie Khumalo	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ntimela@ffc.co.za		E-MAIL ADDRESS	lmammie.khumalo@ffc.co.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	



QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/shaving the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goal.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof or documentation required in terms of this bid, together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.



2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid



4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

SPECIFIC GOALS

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)	Points claimed by Supplier
1	10	20	
2	9	18	
3	6	14	
4	5	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
Non-compliant contributor	0	0	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2 Company registration number:.....

5.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited



[TICK APPLICABLE BOX]

5.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.



Annexure 1: POPIA Compliance

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE FFC

For use by:

THE FINANCIAL AND FISCAL COMMISSION including all its divisions (“FFC”)

1. INTRODUCTION

The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, storage, use, transfer, and processing of a person’s (in some instances a juristic person’s) Personal Information. ***In terms of the POPI Act, the Financial and Fiscal Commission (FFC) has a legal duty to process a person’s Personal Information in a lawful, legitimate and responsible manner.***

The FFC does and will from time-to-time process Personal Information. In terms of POPIA all persons, including any FFC employee and/or partner who collects, manages, processes, transfers, stores and/or retains such Personal Information, whether held under a document, recording or in any other format, has a responsibility to process such information in accordance with the provisions under POPIA.

In order to discharge this duty, the FFC as the responsible party requires your express and informed permission to process your Personal Information for the purpose of evaluation of the bid.

2. DEFINITIONS

Take note of the following definitions which will be used throughout this document, and which are used in the POPIA.

" biometrics " means a technique of personal identification that is based on physical, physiological, or behavioural characterisation including blood typing, fingerprinting, DNA
" child " means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him-or herself;
" competent person " means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child;
" consent " means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;
" data subject " means the person to whom Personal Information relates;
" operator " means a person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
" person " means a natural person or a juristic person;
" Personal Information " means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
(b) information relating to the education or the medical, financial, criminal or employment history of the person;
(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
(d) the biometric information of the person;
(e) the personal opinions, views, or preferences of the person;
(f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original
(g) the views or opinions of another individual about the person; and

(h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

"processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including—

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

"record" means any recorded information—

(a) regardless of form or medium, including any of the following:

(i) Writing on any material;

(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

(iv) book, map, plan, graph or drawing;

(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

(c) whether or not it was created by a responsible party; and

(d) regardless of when it came into existence;

"responsible party" means a public or private body or any other person who, alone or in conjunction with others, determines the purpose of and means for processing personal information;



Examples of Personal Information include
A person's name and address (postal and email)
Date of birth
Statements of fact (factual statements)
Any expression or opinion communicated about an individual
Minutes of meetings, reports
Emails, file notes, handwritten notes, sticky notes
Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
Employment and student applications
Spreadsheets and/or databases with any list of people set up by code or student/staff
Employment number
Employment or education history
Special Personal Information Includes:
Any information relating to an individual's:
Ethnicity
Gender
Religious or other beliefs
Political opinions
Membership of a trade union
Sexual orientation
Medical history
Offences committed or alleged to have been committed by that individual
Biometric details
Children's details

3. PURPOSE FOR THE COLLECTION

3.1 The purpose for the collection of your Personal Information and the reason why FFC requires your Personal Information is to enable FFC to:

3.1.1 comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B-BBEE laws;

3.1.2 to give effect to a contractual relationship as between you and FFC and in order to ensure the correct administration of the relationship;

3.1.3 for operational reasons including the conducting of research;

3.1.4 to protect the legitimate interests of FFC, yourself or a third party;



3.2 All Personal Information which you provide to FFC will only be used for the purposes for which it is collected.

4. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION

Should you refuse to provide FFC with your Personal Information which is required by FFC for the purposes indicated above, and the required consent to process the aforementioned Personal Information, then FFC will be unable to engage with you or enter into an agreement or relationship with you.

5. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION

5.1 All Personal Information which you provide to FFC will be held and/or stored securely and held for the purpose for which it was collected, as reflected above.

5.2 Your Personal Information will be stored electronically in a centralised data base, which, for operational reasons, will be accessible to authorised persons within FFC.

5.3 Where appropriate, some information may be retained in hard copy.

5.4 In either event, storage will be secure and audited regularly regarding the safety and the security of the information.

5.5 Once your Personal Information is no longer required due to the fact that the purpose for which the information was held has expired, such Personal Information will be safely and securely archived for a period of 5 years or longer, especially should this be required by any other law applicable in South Africa. Thereafter, all your Personal Information will be permanently destroyed.



6. ACCESS BY OTHERS

The FFC may from time to time have to disclose your Personal Information to other parties, and entities regulators and/or governmental officials but such disclosure will always be subject to an agreement which will be concluded between FFC and the party to whom it is disclosing your Personal Information, which contractually obliges the recipient of the Personal Information to comply with strict confidentiality and data security conditions.

7. RIGHT TO OBJECT

In terms of section 11(3) of POPIA you have the right to object in the prescribed manner to FFC processing your Personal Information. On receipt of your objection FFC will place a hold on any further processing until the cause of the objection has been resolved.

8. ACCURACY OF INFORMATION AND ONUS

POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up-to-date. Whilst FFC will always use its best endeavours to ensure that your Personal Information is reliable, it will be your responsibility to advise FFC of any changes to your Personal Information, as and when these may occur.

9. ACCESS TO THE INFORMATION BY THE DATA SUBJECT

You have the right at any time to ask the FFC to provide you with the details of any of your Personal Information which the FFC holds on your behalf; and the details as to what FFC has done with that Personal Information, **Provided that such request is made using the standard section 51 PAIA process**, which procedure can be accessed by downloading and completing the standard request for information form, housed under section 51 of the PAIA Manuals which can be found on our website at www.ffc.co.za.



10. COMPLAINTS

You have the right to address any complaints regarding the processing of your Personal Information to the FFC Information Officer at info@ffc.co.za or you may approach to the Information Regulator (complaints.IR@justice.gov.za)

11. DECLARATION AND INFORMED CONSENT

I declare that all Personal Information supplied to FFC is accurate, up to date, is not misleading and that it is complete in all respects.

I undertake to immediately advise FFC of any changes to my Personal Information should any of these details change.

By providing FFC with my Personal Information, I consent and give the FFC permission to process and further process my Personal Information as and where required and acknowledge that I understand the purposes for which it is required and for which it will be used.

Sign: _____

Date: _____