



REQUEST FOR PROPOSAL FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS

RFP: FFC/01/BID/2021/22

Non-Compulsory Briefing session: 05 October 2021 15h00pm

Please note that briefing session will be held via MS Teams, please find the link below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmE0ZDI4ZjQtNWNjMy00ZWUyLTkyMWUtYmYzODRIMWNmMzU5%40thread.v2/0?context=%7b%22id%22%3a%22820cc858-201b-4e9d-96dc-5e7e1f819f70%22%2c%22oid%22%3a%226e777450-26b5-49fd-b383-9bb83dd4f659%22%7d

Bid advert date: 27 September 2021

Bid closing date: 20 October 2021 16h00pm

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

Financial & Fiscal Comissions (FFC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to FFC. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of FFC.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

| | |
|-------------------|--|
| Name: | <u>Buhle Ngidi</u> |
| Telephone Number: | <u>+27 10 745 2217</u> |
| Email address: | buhle.ngidi@ffc.co.za |

- 2.2 Enquiries in relation to this RFP will not be entertained after **11 October 2021**.
- 2.3 The enquiries will be consolidated, and FFC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the FFC website (www@ffc.co.za) under tenders i.e., next to the same RFP document.
- 2.4 The FFC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the FFC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

- 4.1 **Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein. tenders@ffc.co.za**
- 4.2 Bid responses should be in generally acceptable / standard electronic file format/s (i.e., pdf) to enable access thereto by the FFC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the FFC through generally acceptable formats, such bid response will be disqualified.
- 4.3 The closing date for the submission of bids is **20 October 2021** not later than **15:59:59 PM**. No late bids will be considered. Bids must **only** be sent to tenders@ffc.co.za. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is **received** by the FFC before the closing date and time in FFC's dedicated tender email inbox / address (tenders@ffc.co.za).

- 4.4** Bidders are advised to submit / send its bid responses at least 30 minutes before the **16:00PM** deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. FFC's e-mail servers are configured to receive e-mails with sizes up to 50MB.
- 4.5** The FFC will not be held responsible for any of the following:
- 4.5.1 bid responses sent to the incorrect email address;
 - 4.5.2 bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders.
 - 4.5.3 any security breaches and unlawful interception of tender / bid responses by third parties outside the FFC's IT network domain;
 - 4.5.4 bid responses received late due to any IT network related congestions and/or technical challenges; and
 - 4.5.5 Bid responses with file size limits greater than FFC's e-mail receipt capacity of 50MB.
- 4.6** Only responses received via the specified email address will be considered.
- 4.7** Where a complete (Inclusive of all Schedules) bid response is not received by the FFC in its electronic email tender box (tenders@ffc.co.za) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the FFC's policy not to consider late bids for tender evaluation.**
- 4.8** The naming convention of the submission (subject) of the bid shall be as follows to ensure easy retrieval of the bid submissions:

RFP - FFC/01/BID/2021/22 - PROVISION OF INTERNAL AUDIT SERVICES– Bidder name

5. Preparation of Bid Response

- 5.1** All the documentation submitted in response to this RFP must be in English.
- 5.2** The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3** Bids submitted by bidders which are or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4** The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by FFC regarding anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5** Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

6. Supplier Performance Management

Supplier Performance Management is viewed by the FFC as a critical component in ensuring value for money acquisition and good supplier relations between the FFC and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the FFC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the supplier performance and ensure effective delivery of service, quality and value-add to FFC's business.

Successful bidders will be required to comply with the above condition, and provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. FFC's Rights

- 7.1** The FFC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the FFC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the FFC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 7.2** The FFC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the FFC.
- 7.3** The FFC reserves the right to award this bid as a whole or in part.
- 7.4** The FFC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 7.5** The FFC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 02 of 2016/2017: Cost Containment Measures**, where relevant.
- 7.6** The FFC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the FFC to conduct background checks on the bidding entity and any of its directors / trustees / shareholders / members.
- 7.7** The FFC reserves the right, at its sole discretion, to appoint any number of vendors to be part of the panel of service providers.
- 7.8** The FFC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.

8. Undertakings by the Bidder

- 8.1** By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the FFC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 8.2** The bidder shall prepare for a possible presentation should FFC require such and the

bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.

- 8.3** The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the FFC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 8.4** The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services
- 8.5** contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 8.6** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with FFC, as the principal(s) liable for the due fulfilment of such contract.
- 8.7** The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become FCC property unless otherwise stated by the bidder/s at the time of submission.

9. Reasons for disqualification

- 9.1** The FFC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
 - 9.1.1 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
 - 9.1.2 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
 - 9.1.3 bidders who receive information not available to other potential bidders through fraudulent means;
 - 9.1.4 bidders who do not comply with any of the mandatory requirements as stipulated in the RFP document;

10. Returnable Schedules

Bidders shall submit their bid responses in accordance with the returnable schedules specified below (each schedule must be clearly marked):

10.1 Cover Page: (the cover page must clearly indicate the RFP reference number, bidder description and the bidder's name)

10.2 Schedule 1:

10.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

10.2.2 Annexure 1 of this RFP document (duly completed and signed)

10.3 Schedule 2

10.3.1 Valid Tax Clearance Certificate(s) (TCC) and / or proof of application as endorsed by SARS and / or SARS issued tax verification pin code;

10.3.2 Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

10.3.3 Copy of Board Resolution, duly certified, providing authority to sign on behalf of bidder;

10.3.4 Originally certified copy of ID document for the Company Representative

10.3.5 Bidders must submit a B-BBEE verification certificate indicating the contribution level of the bidding entity. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

10.3.6 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.

10.3.7 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

10.4 Schedule 3:

10.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

10.5 Schedule 4: Price Proposal (response to Section 3 of this RFP document) (*Must be submitted as a separate file/document marked Schedule 4: Price Proposal*)

11. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

11.1 Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- Submission of a valid Tax Clearance Certificate as referenced in 10.3.1 above
- CSD Summary report
- A valid B-BBEE certificate/affidavit
- Submission of Company Registration Forms as referenced 10.3.2 above
- Submission of ID copy for the Company Representative as referenced in 10.3.4 above
- BEE Status Certification as referenced in 10.3.11 above and the consideration of the Specific Bid Conditions as referenced in Section 1
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP
 - Section 3: Cost Proposal and Price Declaration Form
 - Annexure 1: Acceptance of Bid Conditions
 - Annexure 2: Signing All attached SBD forms
 - Annexure 2A: SBD 1 of this RFP document (duly completed and signed);
 - Annexure 2B: SBD 4 of this RFP document (duly completed and signed);
 - Annexure 2C: SBD 6.1 of this RFP document (duly completed and signed);
 - Annexure 2D: SBD 8 of this RFP document (duly completed and signed);
 - Annexure 2E: SBD 9 of this RFP document (duly completed and signed);
 - Annexure 3: General Conditions of Contract
 - Annexure 4: POPIA Compliance (duly completed and signed);

11.2 Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

11.2.1 Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

Note: The minimum qualifying score for functionality is 75 points out of 100. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and BEE.

11.3 Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

| CRITERIA | POINTS |
|-----------------|-------------------|
| Price | 80 |
| B-BBEE | 20 |
| TOTAL | 100 points |

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

Special instructions to bidders

- Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify FFC Procurement within five (5) days after publication of the RFP.
- Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

1. Introduction

The FFC is an independent constitutional institution established in terms of section 220 of the Constitution of the Republic South Arica, 1996, read with the Financial and Fiscal Commission Act, 1997(as amended) (FFC Act). The mandate of the FFC is to make recommendations to Organs of State on financial and fiscal matters in accordance with the Constitution and the FFC Act.

Further information on the FFC, including its strategic and annual performance plans, may be obtained on the Commission's website www.ffc.co.za.

2. Purpose of Request For Proposals (RFP)

The Financial and Fiscal Commission ("FFC" or "Commission") invites proposals for the provision of comprehensive internal audit services to the Commission for a period of three (3) years. However, the contract will be renewable annually, based on an assessment of the performance of the internal audit services.

The appointed service provider shall be the Commission's Internal Auditors¹. The service provider must comply with all pertinent requirements of the Public Finance Management Act (1 of 1999), Treasury Regulations, Institute of Internal Auditors (IIA) Standards and its related guides and practices, and the Public Sector Internal Audit Framework in the provision of the said services.

3. Objectives of the Internal Audit Function

- 3.1 The objective of this bid is to appoint, in terms of paragraph 3.2.4 of the Treasury Regulations, a suitable, independent service provider for the provision of an appropriate internal audit service to the Commission.
- 3.2 In terms of the Public Finance Management Act (PFMA) read with the Treasury Regulations, the Commission is required to have an effective internal audit function, which should comply with the Institute of Internal Auditors (IIA) Standards.
- 3.3 The service provider will be responsible for the entire internal audit function. The internal audit function reports administratively to the Accounting Officer and functionally to the Audit and Risk Committee ("ARC").
- 3.4 The service provider must use the Commission's risk management strategy and fraud prevention plan amongst other sources of information to direct the internal audit effort.
- 3.5 One of the objectives of the internal audit function is to assist the Executive management, and the ARC working through the Commission's Executive management, and directly with ARC when necessary, in the effective discharge of their responsibilities. This must be done

¹ The service provider will represent FFC's Internal Audit Function and will be responsible for all related tasks incumbent of the function in terms of the IIA's Standards and relevant government prescripts.

through furnishing them with analysis, appraisals, recommendations, counsel and information concerning the activities that have been reviewed as well as regular follow-ups on previously reported issues – with the aim of improving the effectiveness of risk management, control and governance processes.

3.6 Further objectives of the internal audit function are to review the following:

- Internal control processes;
- The information systems environment;
- The reliability and integrity of financial and operational (performance) reporting;
- The effectiveness of operations;
- The safeguarding of assets;
- The economical and efficient use of resources;
- The achievement of established operational goals and objectives; and
- Compliance with policies, laws, regulations, contracts and controls.

4. Scope of Work

The scope of the comprehensive internal audit function includes amongst others the points listed below.

The appointed service provider will be required to:

- 4.1 Annually review the Internal Audit and Risk Committee Charters before approval by the Accounting Officer and the ARC;
- 4.2 Assess the risk management process and review the Commission's risk registers to determine whether the Commission is effectively managing its risks;
- 4.3 Establish the audit universe of the FFC
- 4.4 Develop a rolling three-year risk-based internal audit strategic plan as required in terms of paragraph 3.2.7(a) of the Treasury Regulations for ARC's approval;
- 4.5 Develop a detailed risk-based internal audit annual plan each year in consultation with Management and the ARC, indicating the scope of each assignment in terms of paragraphs 3.2.7(b) and (c) of the Treasury Regulations for ARC's approval;
- 4.6 Make provision in the annual plan for unplanned audits stemming from management and/or ARC requests through conducting identified audit assignments as approved by the Accounting Officer, Commission and/or the ARC;
- 4.7 Submit annually a summary of the internal audit plan, work schedule, staffing plan, and financial budget to management and the ARC for review and approval;
- 4.8 Co-ordinate with other internal and external providers of assurance to ensure proper coverage and to minimise duplication of effort;
- 4.9 Provide a collective skill set of competent and knowledgeable staff to effectively and efficiently dispose of the activities of the Internal Audit Function.

- 4.10 Prepare quarterly reports for the ARC detailing performance against the risk-based audit plan, as well as management effectiveness in implementing audit recommendations pertinent for the Commission's operational context and after deliberation with the relevant Division and the Executive Management;
- 4.11 Annually provide a risk management specialist to undertake a risk review covering the entire Commission;
- 4.12 Plan and perform audit of predetermined objectives, performance information and also performance audits, if required, in terms of the risk-based audit plan;
- 4.13 In planning and conducting its work, the internal auditor should seek to identify defects in internal controls, which might result in possible malpractices;
- 4.14 Any such defects must be reported immediately to the CEO and/or ARC without disclosing these to any other staff. This also applies to instances where serious fraud and irregularities are uncovered; and
- 4.15 Transfer skills to FFC staff in the compliance function and other nominated staff members, during the delivery of the services.

5. Expected Deliverables

The expected outcomes and deliverables will be the following:

- 5.1 Pre-engagement risk assessment report which informs the audit plan;
- 5.2 Rolling three-year risk-based audit plan;
- 5.3 Detailed risk-based annual plan;
- 5.4 Audit-working paper files for audits completed;
- 5.5 Draft reports for management comments;
- 5.6 Final report incorporating Management comments;
- 5.7 Progress reports for the ARC against the audit plan and completed IA reports per Quarter (to accompany full reports);
- 5.8 Value-added advice to management on the assessment of the control environment;
- 5.9 Value-added advice to management regarding management of risks;
- 5.10 Timely and effective collaboration with external auditors and other assurance providers to maximize external auditor's use of the work of internal audit;
- 5.11 Attendance at ARC meetings (a minimum of 4 times per year and as and when required);
- 5.12 Attendance at Executive Management Team, Audit and Risk Committee and Commission meetings or other meetings as and when needed;
- 5.13 Review and update Internal Audit and ARC charters and presented to the Accounting officer and the ARC annually for approval; and
- 5.14 Handover of all FFC's permanent audit files annually (both electronically and manually) for

retention within the FFC.

6. Commencement and Duration of the Contract

- 6.1 Notwithstanding the above, the contract will be renewable annually subject to a review of the previous year's performance against the Internal Audit risk-based plan for a period of three (3) years.

7. Competency and Expertise Requirements

- 7.1 Members must be registered with the Institute of Internal Auditors.
- 7.2 The Project Manager must have at least 5 years' experience in internal auditing in public sector institutions.
- 7.3 The Project Leader should have at least 8 years' experience in internal auditing in public sector institutions.
- 7.4 The service provider having had experience in conducting internal auditing at a research institution would be an advantage.

8. Scope of Mandatory Subcontract Work

- 8.1 The service provider must ensure that the proposed team members are available to deliver the required services to the Commission over the contract period, and any unforeseen changes to the team must be approved by the Commission in writing and shall only be entitled to sub-contract any of its work with the prior approval of the Commission.
- 8.2 If the service provider intends to subcontract any work, they must ensure that its subcontractors satisfy all professional and technical requirements that it is subject to in terms of its agreement with the Commission, including oversight of senior and experienced internal auditors.
- 8.3 The service provider must ensure that the proposed team members are in the employment of the company.

9. Management of the Work

- 9.1 The service provider shall provide the Commission with the composition of the team that will be responsible for delivering the service. The responsibilities and proportional time allocation in respect of every audit, of each team member must be fully disclosed particularly those of key personnel.
- 9.2 Internal audit plans must be presented to the Management of the Commission before execution. Unresolved disputes regarding internal audit plans and other deliverables shall be documented and presented to the ARC.

9.3 The service provider is required to have and share its quality control/management plan with the ARC.

10. Invoicing and Payments

10.1 The Commission shall pay the service provider upon completion of work, or in terms of a payment schedule agreed with the Commission (nonetheless always after completion of all work). Work shall be deemed to be complete upon sign off by the Commission's nominated Divisional Head.

10.2 Payments shall be made by means of electronic funds transfer (EFT) against invoices that are regular and complete in all material respects. Invoices must among others disclose full particulars of the service provider, reflect the invoice date, describe the services provided, the amount thereof and due date of payment and comply with legislation, particularly value added tax requirements.

10.3 Invoices must be submitted only electronically to accounts@ffc.co.za.

11. Items to be Included in the Proposal

Based on knowledge obtained of the FFC via the Commission's website, knowledge of the industry, etc. applicants should:

11.1 Elaborate in the proposal on the following aspects:

- i. Experience of the firm in internal audit services, including specialized skills, expertise and value-added services;
- ii. Evidence of an advanced understanding of and sufficient exposure to the Public Finance Management Act of 1999, Treasury Regulations, the IIA's International Professional Practices Framework (IPPF) and Standards, and the Public Sector Internal Audit Framework;
- iii. Availability of or access to specialized internal audit skills, expertise and value-added services, with an emphasis on best practice methodology, tools and technology used;
- iv. Availability of information and communication technology audit skills and tools;
- v. Availability of performance management skills and tools;

11.2 Details of the service provider's previous experience of providing internal audit services to constitutional institutions/ public sector institutions and research institutions (private and/or public sector);

11.3 Details of each member of the proposed internal audit team (i.e. include name, designation, qualifications, period of employment with your firm, previous work experience, the primary role and proportional time allocation of the person in the team and highlight the relevant experience required in terms of this bid).

11.4 A narrative articulation of the difference in the nature of the relationship of internal audit with

the Executive Management and Management, the ARC, the external auditors, and the Commission. The difference in the nature of the technical content typically deliberated on with each of the role-players. Explaining clearly how internal audit will above all ensure its independence vis a vis each of these parties.

11.5 A high-level overview of the service provider's internal audit methodology.

11.6 Reference letters from recent Clients;

11.7 The results of the most recent External Quality Assurance Review performed by the IIA or relevant organisation on the service provider's quality management systems;

12. Evaluation Criteria

Note that FFC will utilise the following methodology and criteria in selecting the preferred service provider. Evaluation of bids received will be conducted in three (3) phases as follows:

12.1 Phase 1 – Mandatory Requirements

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements on Section 1 11.1 of this document. Bidders who do not fulfil all the requirements or do not submit the required documents will not proceed to the next phase of functionality. Those who fulfil all the requirements or have submitted the required documents will be further evaluated on functionality.

All functionality proposals will be evaluated against the mandatory documents/criteria outlined in section below, and bidders must comply with all the criteria to qualify for further evaluation.

| Mandatory Documents submission checklist | YES | NO |
|--|-----|----|
| Proof of membership with IIA for the team members and employment contracts with Service Provider, as is applicable for team members. | | |
| The Project Lead must provide proof of membership with IIA as a certified internal Auditor. | | |
| Pricing schedule completed | | |
| Financial Statements for the past 2 years, indicating the bidders going-concern status | | |
| At least 15 % of Audit hours are undertaken by a senior auditor | | |

Failure to comply with the mandatory requirements means the Bidder's proposal will be disqualified.

12.2 Phase 2 – Functionality Evaluation

Functionality is worth 100 points. The minimum qualifying score for functionality is 75 points. All Bids that fail to achieve the minimum qualifying score less than 75 points on functionality shall not be considered for further evaluation on price and B-BBEE in phase 3. Those who score more than 75 points will be further evaluated in terms of price and preference points (i.e. on the B-BBEE status level of contributor). The functionality evaluation is broken down as follows:

| Criteria | Sub-Criteria | Rating Matrix | Points | Sub-Criteria Weighting | Category Weighting |
|--|---|--|--------|------------------------|--------------------|
| Approach and Methodology (Execution Plan / approach to deliver identified outputs/deliverables) | Understanding of Project Scope | Excellent: Satisfies the requirements up to 100% . The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. Good: Satisfies the requirements up to 75% . The response is sufficiently detailed to demonstrate a good understanding and provides details | 10 | 10 | 50 |
| | Demonstration of clear understanding of Project objectives, scope and deliverables with timeframes. Adequacy and | | 7 | | |

| Criteria | Sub-Criteria | Rating Matrix | Points | Sub-Criteria Weighting | Category Weighting |
|----------|--|---|--------|------------------------|--------------------|
| | appropriateness will be assessed. | on how the requirements will be fulfilled. | | | |
| | | Acceptable: Satisfies up to 50% of the requirement with minor reservations. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas. | 5 | | |
| | | Poor: Satisfies up to 25% of the requirement with serious reservations. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. | 2 | | |
| | | No evidence provided. | 0 | | |
| | Manning schedule with organogram for the proposed project team (together with allocation of responsibilities). | Excellent: Satisfies the requirements up to 100% . The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. | 10 | | |
| | | Good: Satisfies the requirements up to 75% . The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. | 7 | | |
| | | Acceptable: Satisfies up to 50% of the requirement with minor reservations. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas. | 5 | 10 | |
| | Link the key professionals according to the job responsibilities | Poor: Satisfies up to 25% of the requirement with serious reservations. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. | 2 | | |
| | | No evidence provided. | 0 | | |
| | Project implementation Risks and Risk Management proposal | Excellent: Satisfies the requirements up to 100% . The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. | 10 | | |
| | Adequacy of understanding of project risks and appropriateness of proposed mitigation measures | Good: Satisfies the requirements up to 75% . The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. | 7 | 10 | |

| Criteria | Sub-Criteria | Rating Matrix | Points | Sub-Criteria Weighting | Category Weighting |
|----------|---|--|--------|------------------------|--------------------|
| | | <p>Acceptable: Satisfies up to 50% of the requirement with minor reservations. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.</p> | 5 | | |
| | | <p>Poor: Satisfies up to 25% of the requirement with serious reservations. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.</p> | 2 | | |
| | | No evidence provided. | 0 | | |
| | Stakeholder identification and management and reporting | <p>Excellent: Satisfies the requirements up to 100%. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.</p> | 10 | | |
| | Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders. | <p>Good: Satisfies the requirements up to 75%. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.</p> | 7 | | |
| | Indicate appropriate reporting requirement and summary of content. | <p>Acceptable: Satisfies up to 50% of the requirement with minor reservations. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.</p> | 5 | 10 | |
| | | <p>Poor: Satisfies up to 25% of the requirement with serious reservations. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.</p> | 2 | | |
| | | No evidence provided. | 0 | | |
| | Quality control mechanism be adopted | <p>Excellent: Satisfies the requirements up to 100%. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.</p> | 10 | | |
| | Appropriateness and adequacy of tools and processes to ensure quality control and assurance in all phases of the project. | <p>Good: Satisfies the requirements up to 75%. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.</p> | 7 | 10 | |
| | | <p>Acceptable: Satisfies up to 50% of the requirement with minor</p> | 5 | | |

| Criteria | Sub-Criteria | Rating Matrix | Points | Sub-Criteria Weighting | Category Weighting |
|---|---|---|--------|------------------------|--------------------|
| | | reservations. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas. | | | |
| | | Poor: Satisfies up to 25% of the requirement with serious reservations. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. | 2 | | |
| | | No evidence provided. | 0 | | |
| <p>Capacity of company resources to deliver the project.</p> <p>The bidder can demonstrate professional experience of personnel to be used for the project.</p> <p>Experience and specialized skills, expertise, experience in the field of internal audit, with an emphasis on best practice methodology, tools and technology used.</p> | <p>Demonstration of the Project Manager's skills, expertise, experience in managing similar projects on audits.</p> <p>Detailed CVs of the auditor who will be responsible for managing the internal audits.</p> | More than five (5) years' experiences in managing similar internal audit assignments | 10 | 10 | 30 |
| | | Three (3) - five (5) years' experience in managing similar internal audit assignments | 5 | | |
| | | Less than three (3) years' experiences in managing similar internal audit assignments | 0 | | |
| | <p>Demonstration of the Project Lead's skills, expertise, experience in managing similar projects on audits.</p> <p>Detailed CVs with clear previous experience in internal audit of the auditor who will be signing the audit plan and reports</p> | More than eight (8) years' experiences in the Lead Role on similar internal audit assignments | 10 | 10 | |
| | | Five (5) - eight (8) years' experience in the Lead Role on similar internal audit assignments | 5 | | |
| | | Less than five (5) years' experiences in the Lead Role on similar internal audit assignments | 0 | | |
| | <p>Provide CV of a proposed team member highlighting qualifications, areas of experience/competency relevant to Policy Analysis and report writing skills (Drafting, Editing, Proofreading, etc.)</p> | More than five (5) years' experiences in Policy Analysis and report writing | 10 | | |
| | | Three (3) - five (5) years' experience in Policy Analysis and report writing | 5 | | |

| Criteria | Sub-Criteria | Rating Matrix | Points | Sub-Criteria Weighting | Category Weighting |
|---|--|--|--------|------------------------|--------------------|
| | Ensure the CVs clear states previous experience in Policy Analysis and report writing skills (Using appropriate grammar conventions, drafting, and editing a technical text; Text type, format and layout for the purpose, etc.) | Less than three (3) years' experiences in Policy Analysis and report writing | 0 | | |
| Bidder's proven experience in managing similar projects. Experience of the service provider in internal audit services in the public sector including specialised skills, expertise, and value-added services. | An established track record of successfully executed similar projects. (Similar projects should be in audit areas including Finance /SCM /ICT /facilities /Human Resources /Performance information audits in the public and private sector). (Letters of confirmation of work detail from clients where at least 1 year's work has been completed with a contactable reference must be provided to obtain scores. Must be provided in client's letterhead) | At least five (5) testimonial letters from contactable clients should be provided stating that the company has performed work of this broad scope of audits in the last 5 years and the value of the project. | 20 | 20 | 20 |
| | | At least four (4) testimonial letters from contactable clients should be provided stating that the company has performed work of this broad scope of audits in the last 5 years and the value of the project. | 15 | | |
| | | At least three (3) testimonial letters from contactable clients should be provided stating that the company has performed work of this broad scope of audits in the last 5 years and the value of the project. | 5 | | |
| | | Less than two (2) testimonial letters from contactable clients should be provided stating that the company has performed work of this broad scope of audits in the last 5 years and the value of the project. | 0 | | |

12.3 Phase 3: Financial Proposal

Bidders that have successfully scored 75 points and above in the Functional Criteria above will be required to demonstrate fit and proper and Financial Soundness to deliver the internal audit services to the FFC.

It is recognized that it is difficult for a prospective bidder to be firm about the extent of the work based solely on the terms of reference. However, to assist with assessments, the bidder must provide a typical distribution of time for members of the audit team to execute the three-year plan in an institution such as the Commission. This should be expressed in actual person-hours as indicated below. The financial proposal should be a draft for all three years i.e., year 1, year 2 and year 3 based on the (potential/) auditable areas as outlined in all the above-mentioned.

Bidders should note that the auditable areas and hours reflected below are estimates based on previous audit services and to be used at evaluation stage of the tender but may change depending on the risk profile of the FFC.

Price and Preference

Bidders will be evaluated in terms of Price and Preference points (B-BBEE status level of contributor). As per the table below, price is evaluated over 80 points and preference points over 20:

| B-BBEE Status Level Of Contributor | Number of Points |
|---------------------------------------|------------------------|
| | Bids up to R50 million |
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-Compliant contributor | 0 |
| | |

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

1. Pricing Schedule

1.1 Bidders should note that the auditable areas and hours reflected below are estimates based on previous audit services and to be used at evaluation stage of the tender but may change depending on the risk profile of the FFC.

| Audit Section | Estimated hours | Cost | Estimated Review hours | Cost | Estimated Presentation hours | Cost | Total (Per Annum) |
|--|------------------------|--------------------------------|-------------------------------|-------------|-------------------------------------|-------------|--------------------------|
| Review of annual financial statements and Annual Report | 40 | | 10 | | 1 | | |
| Supply Chain Management Audit | 120 | | 40 | | 1 | | |
| Audit of performance information (4 Quarters and APR). Review of the Strategic Plan and Annual Performance Plan. | 40 | | 10 | | 1 | | |
| Preparation and Review of the IA Strategic Documents (IA Plan, Internal Audit plans, Internal Audit Charter, Audit and Risk Committee Charter and Methodology) | 60 | | 15 | | 1 | | |
| Institutional Risk assessment review | 20 | | 5 | | 1 | | |
| Financial discipline review Audit | 80 | | 20 | | 1 | | |
| Research Management Audit | 80 | | 20 | | 1 | | |
| ICT Audit | 40 | | 10 | | 1 | | |
| Employee performance management Audit | 40 | | 10 | | 1 | | |
| Human Capital & Administration Audit | 80 | | 20 | | 1 | | |
| Risk Management Audit | 60 | | 15 | | 1 | | |
| Other internal Audits per approved IA plan or new request | 200 | | 60 | | 20 | | |
| Total Excl. VAT | | | | | | | |
| Disbursement fee (Percentage of total – Not more than 7%) | | | | | | | |
| VAT | | | | | | | |
| Total Price (A) | | | | | | | |
| Annual Escalation | Percent age | Amount (applied against total) | | | | | |
| Year 2 (Escalation fee) (B) | | | | | | | |
| Year 3 (Escalation fee) (C) | | | | | | | |

Total Price (A+B+C)



Pricing schedule note:

The cost is inclusive of disbursements for all phases.

.....
Signature

.....
Date

.....
Capacity

SECTION 4: ANNEXURES

Annexure 1: Acceptance of Bid Conditions and Bidder's Details

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:

| | |
|---|--|
| Supplier Number | |
| Unique registration reference number | |

BIDDING STRUCTURE

| | |
|---|--|
| Indicate the type of Bidding Structure by marking with an 'X': | |
| Individual Bidder | |
| Joint Venture/ Consortium | |
| Prime Contractor with Sub Contractors | |
| Other | |

REQUIRED INFORMATION

| | |
|------------------------------|--|
| If Individual Bidder: | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |

| | |
|------------------|--|
| Cellphone Number | |
| Fax Number | |

| | |
|------------------------------|--|
| If Individual Bidder: | |
| Email address | |
| Postal Address | |
| Physical Address | |

| | |
|---|--|
| If Joint Venture or Consortium, indicate the following for each partner: | |
| Partner 1 | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |
| Partner 2 | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |

| | |
|---|--|
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |

Annexure 2A: SBD 1 Invitation to Bid

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)

| | | | | | |
|-------------|---------------------------|---------------|------------------------|---------------|-------|
| BID NUMBER: | FFC/01/BID/2021/22 | CLOSING DATE: | 20 October 2021 | CLOSING TIME: | 16h00 |
|-------------|---------------------------|---------------|------------------------|---------------|-------|

| | |
|-------------|--|
| DESCRIPTION | REQUEST FOR PROPOSAL FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS |
|-------------|--|

Submission of proposals: proposals must be emailed to tenders@ffc.co.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

| | | | |
|------------------|--|------------------|--|
| CONTACT PERSON | Buhle Ngidi | CONTACT PERSON | Stephen Ralekwa |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | buhle.ngidi@ffc.co.za | E-MAIL ADDRESS | Stephen.Ralekwa@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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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.

Annexure 2B: SBD 4: Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3. Full details of directors / trustees / members / shareholders.

Annexure 2C: SBD 6.1 Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor

- 1.5 together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 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. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

7.2 (*Tick applicable box*)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.2.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME | QSE |
|---|-----|-----|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6

.....

.....

.....

8.7 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:.....

8.8 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 B-BBE status level of contributor 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 B-BBEE status level of contributor has 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.

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|--|

Annexure 2D: SBD 8 Declaration of Bidder's Past Supply Chain Practices

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------------|--|-------------------------------------|------------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure 2E: SBD 9: Certificate of Independent Bid Determination

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

FFC/01/BID/2021/22 REQUEST FOR PROPOSAL FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether 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 goods and services as the bidder and/or is in the same line of business as the bidder

- 6. 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 consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (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 bid; or
 - (f) bidding with the intention not to win 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 products or services to which this bid invitation 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.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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 (GCC) 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.

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 subservice providers) 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 labor, 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 Bid Bulletin. The Government Bid 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 Service Provider 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 is 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 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 and 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 subservice provider(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

21.2 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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
for 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
Disputes**

- 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.
- 28.1 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) the 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
(NIP)**

- Programme** 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**

- 34.1 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 4: POPIA COMPLIANCE

Annexure 4: 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 Bid Evaluation and Adjudication.

2. DEFINITIONS

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

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| <p>"biometrics" means a technique of personal identification that is based on physical, physiological, or behavioural characterisation including blood typing, fingerprinting, DNA</p> |
|---|

"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,

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

(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

(iii) label, marking or other writing that identifies or describes anything of which it forms part,

(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.

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| 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 ,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; and

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 database, 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 endeavors 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: