FINANCIAL AND FISCAL COMMISSION

REQUEST FOR QUOTATION

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

RFQ Number:	**RFQ2026/2027/06**	**RFQ validity period:**	60 days from closing date
Date Issued:	09 September 2026	**Submission (only):**	supplychain@ffc.co.za
Closing date:	17 September 2026	**Enquiries e-mail(only):**	Mavuso.Vokwana@ffc.co.za
Closing time:	11h00 am		
Services Required:	**Supply and delivery of branded uniform apparel for Financial and Fiscal Commission male and female staff**		
Delivery address for goods and/or services:		11th floor 33 Heerengracht Street, Foreshore, Cape Town	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF BRANDED UNIFORM APPAREL FOR FINANCIAL AND FISCAL COMMISSION MALE AND FEMALE STAFF

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

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

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BIDDER DETAILS

Bidder/Company name	
CSD Supplier Number	
Contact person	
Contact number	

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

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

…… …….. ……..

Signature **Date** **Capacity**

FINANCIAL AND FISCAL COMMISSION

1. BACKGROUND

The Financial and Fiscal Commission (FFC) is an independent juristic entity subject only to the Constitution, Financial and Fiscal Commission Act, 1997 (Act No 99 of 1997) and relevant legislative prescripts. The Commission acts as a consultative body, makes recommendations and gives advice to Parliament, provincial legislatures, organised local government and other organs of State on the equitable division of revenue among the three spheres of government and on any other financial and fiscal matters in terms of the Constitution and as provided for in national legislation.

2. PURPOSE

The purpose of this RFQ is to appoint a suitable qualified and experienced service provider to submit quotations for the Supply of uniform apparel for Financial and Fiscal Commission staff.

The successful bidder will be responsible for developing and overseeing a program to accomplish the individual ordering, fitting, alterations and distribution for approximately thirty (35) employees.

The selected service provider must demonstrate proven expertise and sufficient capacity to deliver these services efficiently, while adhering to the requirements and terms specified in this document. Request for quotation documents can be downloaded from the FFC's website: www.ffc.co.za/ **Bid Number: RFQ2026/2027/06.**

3. SCOPE OF WORK

Upon award the FFC will provide the successful bidder with a list of eligible employees. The specified uniform apparel and accessories as listed under – **description of items**.
For the purposes of evaluation, the quotation must take into account 15 male staff and 15 female staff of medium size.

Alterations

The successful bidder shall provide all normal alterations, for new uniforms only, to ensure proper fit. For those people whose stock sizes are not available, such items shall be altered and/or tailored to assure a proper and presentable fit. Trousers, shirts, blouses and coats must be fitted with consideration for freedom of movement and consistent with the nature of work performed. Any special tailoring of these items shall be included in the proposed price, however, it is not the intention of this request to provide changes to style or vanity tailoring with alterations.

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Description of items

Item 1	Women Easy Care Formal Shirts (Long and short-sleeve)
Colour:	**White**
Design:	**Tailored dress-type blouse with collar capable of high-performance under conditions of repeated wearing and laundering. Pleat back for ease of movement, machine washable. FFC logo on pocket.**
Fabric:	**Cotton (with some stretch)**
Quantity:	**2 per female staff member (Long sleeve shirt) 2 per female staff member (Short sleeve shirt)**

Item 2	Women Skirts
Colour:	**Black**
Design:	**Tailored skirts capable of high-performance under conditions of repeated wearing and laundering. Relaxed fit through hips and thighs. Knee length with pockets. machine washable**
Fabric:	**Cotton-polyester blend fabric (with some stretch)**
Quantity:	**2 per female staff member**

Item 3	Women Formal pants
Colour:	**Black**
Design:	**Tailored pants capable of high-performance under conditions of repeated wearing and laundering. Relaxed fit through hips and thighs, pockets, machine washable**
Fabric:	**Cotton-polyester blend fabric (with some stretch)**
Quantity:	**3 per female staff member**

Item 4	Women golf shirts (short sleeve)
Colour:	**White**

Design:	**Good quality golf shirts with collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on pocket.**
Fabric:	**Cotton (with some stretch)**
Quantity:	**2 per female staff member (Short sleeve)**

Item 5	**Women long sleeve formal jacket with buttons and pockets**
Colour:	**Black**
Design:	**Good quality formal jacket with collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**Cotton-polyester blend (with some stretch)**
Quantity:	**1 per female staff member**

Item 6	**Women Winter Coat with buttons and pockets**
Colour:	**Black**
Design:	**Classic Melton coat with lined pocket. Collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**Melton (with some stretch)**
Quantity:	**1 per female staff member**

Item 7	**Women Fleece jumper long sleeved with pockets**
Colour:	**Cream**
Design:	**Good quality Fleece jumper long sleeved with pockets. Collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**Polyester (with some stretch)**
Quantity:	**2 per female staff member**

Item 8	**Women Formal Cardigan Jersey Long Sleeve**

Colour:	**Cream**
Design:	**Good quality Woman's Formal Cardigan Jersey Long Sleeve with green and black edging embroidery. Collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**wool**
Quantity:	**2 per female staff member**

Item 9	**Women scarf**
Colour:	**Green, white and black**
Design:	**FFC logo-short scarf to wear around your head or neck**
Fabric:	**Silk**
Quantity:	**2 per female staff member**

Item 10	**Women Corporate Comfort Shoes**
Colour:	**Black**
Design:	**Formal court shoe made from genuine leather and superior quality materials that offers support, relief, and stability. With heavy stitch detailing and a stylish sleek look**
Fastening	**Slip On**
Style (New)	**Court**
Upper	**Full grain leather**
Lining	**Breathing PU**
Socking	**Breathing PU**
Foot bed	**Memory Foam**
Outsole	**TPR**
Quantity:	**2 per staff member**

Item 11	**Unisex pins x2 types**
Branded design	**FFC Logo and SA Flag**
Quantity:	**100 each**

Item 12	Men Easy Care Long Sleeve Formal Shirts
Colour:	White
Design:	Cut-away collar capable of high-performance under conditions of repeated wearing and laundering. 7- button, box pleat back for ease of movement, machine washable. FFC logo
Fabric:	Polyester or Cotton polyester blend
Quantity	2 per male staff member

Item 13	Men Easy Care Long Sleeve Formal Shirts
Colour:	Blue
Design:	Cut-away collar capable of high-performance under conditions of repeated wearing and laundering. 7- button, box pleat back for ease of movement, machine washable. FFC logo
Fabric:	Polyester or Cotton polyester blend
Quantity	2 per male staff member

Item 14	Men Formal Pants
Colour:	Black
Design:	Relaxed and/or slim fit cut, two snap closure pockets, left back pocket with button closure, wrinkle resistant, enhanced durability, machine washable
Fabric:	Cotton-polyester blend (with some stretch)
Quantity:	2 per male staff member

Item 15	Men chino Pants
Colour:	Brown khaki
Design:	Relaxed and/or slim fit cut, two snap closure pockets, left back pocket with button closure, wrinkle resistant, enhanced durability, machine washable
Fabric:	Cotton-polyester blend (with some stretch)
Quantity:	2 per male staff member

Item 16	Men Golf T-Shirt
Colour:	White
Design:	Embroidered with FFC branded logo

Fabric:	**Cotton polyester Pique Knit**
Quantity	**2 per male staff member**

Item 17	**Men Fleece jumper long sleeved with pockets**
Colour:	**Cream**
Design:	**Good quality Fleece jumper long sleeved with pockets. Collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**Polyester (with some stretch)**
Quantity:	**2 per male staff member**

Item 18	**Men Formal V Neck Jersey Long Sleeve**
Colour:	**Cream**
Design:	**Good quality Men Formal Cardigan Jersey Long Sleeve with green and black edging embroidery. Collar capable of high-performance under conditions of repeated wearing and laundering, machine washable. FFC logo on top pocket.**
Fabric:	**wool**
Quantity:	**2 per male staff member**

Item 19	**Men Ties**
Colour:	**Green/Black**
Design:	**Silk – Samples need to be provided**
Fabric:	**Polyester or Cotton polyester blend**
Quantity	**2 per male staff member**

Item 20	**Male Corporate Comfort Shoes**
Colour:	**Black**
Design:	**Formal lace up shoe made from genuine leather and superior quality materials that offers support, relief, and stability. With heavy stitch detailing and a stylish sleek look**
Fastening	**Lace up**
Style (New)	**Lace up**

Upper	**Full grain leather**
Lining	**PU**
Socking	**Textile**
Foot bed	**Memory Foam**
Outsole	**TPR**
Quantity:	**2 per male staff member**

Item 21	**Men formal Suit**
Colour:	**Navy Blazer and Camel Trousers**
Design:	**Embroidered with FFC logo on Blazer,** **Continental style, lightweight construction, squared & high shoulders, short close-fitting style, double-breasted body with two buttons, flap/jetted pockets, Fabric: 75% polyester, 25% viscose; lining: 100% polyester; regular fit; felt under collar; notch lapel; welt chest pocket; 2 front flap pockets; 2 buttons** **fasten; double vent; 4 button cuffs; fully lined; 2 internal pockets**
Fabric:	**Polyester**
Quantity	**1 per male staff member**

Item 22	**Men formal Suit**
Colour:	**Black Suit**
Design:	**Continental style, lightweight construction, squared & high shoulders, short close-fitting style, double-breasted body with two buttons, flap/jetted pockets, Fabric: 75% polyester, 25% viscose; lining: 100% polyester; regular fit; felt under collar; notch lapel; welt chest pocket; 2 front flap pockets; 2 buttons** **fasten; double vent; 4 button cuffs; fully lined; 2 internal pockets**
Fabric:	**Polyester**
Quantity	**1 per male staff member**

4. DURATION OF SERVICE

The appointed service provider is expected to undertake the services by **31 March 2027.**

5. DELIVERABLE

- All proposed apparel must meet the specifications outlined in this **RFQ2026/2027/06,** which details the requirements for branded uniform apparel for Financial and Fiscal Commission male and female staff.

The place of delivery will be the Financial and Fiscal Commission 11th floor, 33 Heerengracht Street, Cape Town.

Confidentiality of documents

- All produced documents, regarding this assignment must be completed and handed over to the FFC as they remain the property of the FFC.

PLEASE NOTE:

All required goods, services, and related engagements will take place at the FFC office at the following address-

- **11th floor, 33 Heerengracht Street, Cape Town.**

6. EVALUATION CRITERIA

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

Stage 1: Administrative Requirements
Stage 2: Mandatory Requirements
Stage 3: Functionality Evaluation
Stage 4: Bidders will be evaluated on Price and Specific goals as per PPR 2022

7. EVALUATION PROCESS

7.1 STAGE 1 – ADMINISTRATIVE REQUIREMENTS

Table 1: Administrative Requirements

1	Certified copy of the B-BBEE certificate or Sworn Affidavit sign by the Commission of Oath declaring your B-BBEE contributor.
2	Tax pin certificate
3	Company Share Certificate

7.2 STAGE 2 – MANDATORY REQUIREMENTS

Table 2: Standard bidding documents and other eligibility criteria

No	Compulsory Documents to be submitted
1	Fully Completed Proposal

2	Signed and Completed Standard Bid Documents (SBD 1, 4 & 6.1)
3	Annexure A POPIA Compliance (completed and signed)
4	Fully Completed and signed pricing schedule (with a permanent ink)
5	Proof of registration with Central Supplier Database (CSD) or proof of capability to register with CSD

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

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7.3 STAGE 4 – FUNCTIONALITY CRITERIA

Bidder will be required to satisfy the minimum requirements in terms of the criteria included for this purpose. Bidders who do not meet the minimum requirement will be automatically eliminated.

Criteria	Requirement / Details	Weight (must sum up to 100%)	Functionality Scoring Grid			Required document
A detailed proposal with specifications, deliverables and time-lines, including a uniform brochure.	Provide a detailed proposal with specifications, deliverables and time-lines, including a uniform brochure.	**60%** ➢ Demonstrating clear and cogent technical understanding of the scope of work with specifications, deliverables and time-lines= 60% ➢ Demonstrating limited technical understanding of the scope of work with specifications, deliverables and time-lines.= 40% ➢ Unsatisfactory and partial understanding of the scope of work with specifications, deliverables and time-lines.= 20% ➢ No technical understanding of the scope of work with specifications, deliverables and time-lines.= 0	1	2	3	Detailed proposal with specifications, deliverables and time-lines, including a uniform brochure
Capacity to deliver	Experience of the project leader in handling this type of project. The CV of the project leader must be provided as evidence.	**30%** ➢ Three years and more experience=30% ➢ Two years' experience =20% ➢ One year experience=10% ➢ 0 year experience= 0	1	2	3	CV of project leader

Service Provider proven experience in managing similar projects	The service provider must provide two (2) written reference letters in conducting similar projects. The reference letters must be on the referring client's letterhead, signed and dated and not older than two years.	**10%** ➢ 2 and more contactable references = 10%. ➢ 1 contactable references = 5 % ➢ 1 reference letter but not on letterhead or not older than two years= 1 % ➢ 0 contactable reference= 0	1	2	3	Reference Letters
TOTAL **POINTS**		**100%**				
Based on the above, the minimum score for the Service Provider to proceed to the next phase is **70 points.**						

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7.4 STAGE 4 – PRICE

Pricing Schedule:

7.4.1 The financial proposal for the work to be carried out must be inclusive of VAT.
7.4.2 The quotation must be valid for a minimum of sixty (60) days.

Bids that achieve the functionality requirements will be evaluated further in terms of the preference point system, as follows:

Table 3

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 Points**

Bidders are required to complete the pricing schedule and sign.

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

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8. PRICING SCHEDULE

The service provider should cost as follows, including supply and delivery **(Refer to PAGE 3 ITEM 3 OF THIS RFQ2026/2027/06 SCOPE OF WORK)**

ITEM NO.	DESCRIPTION	COST PER ITEM	QUANTITY	TOTAL PRICE EXCL VAT
1	Women Easy Care Formal Shirts (Long sleeve)			R
2	Women Easy Care Formal Shirts (Short-sleeve)			
3	Women Skirts			
4	Women Formal pants			
5	Women golf shirts (short sleeve)			
6	Women long sleeve formal jacket with buttons and pockets			
7	Women Winter Coat with buttons and pockets			
8	Women Fleece jumper long sleeved with pockets			
9	Women Formal Cardigan Jersey Long Sleeve			
10	Women scarf			
11	Women Corporate Comfort Shoes			
12	Unisex pins x2 types			
13	Men Easy Care Long Sleeve Formal Shirts (White)			
14	Men Easy Care Long Sleeve Formal Shirts (Blue)			
15	Men formal pants (black)			
16	Men chino pants (Brown khaki)			
17	Men golf shirts (white)			
18	Men Fleece jumper long sleeved with pockets			

19	Men Formal V Neck Jersey Long Sleeve			
20	Men Ties			
21	Male Corporate Comfort Shoes			
22	Men formal Suit (Navy Blazer and Camel Trousers)			
23	Men formal Black Suit			
SUBTOTAL				
ADD 15%VAT				
GRAND TOTAL				

NB:

- **BIDDERS ARE EXPECTED TO QUOTE ACCORDING TO THE SCOPE OF WORKS ABOVE**
- **BIDDERS ARE EXPECTED TO PROVIDE A DETAILED BREAKDOWN OF COSTS ON THE COMPANY LETTER HEAD**
- **ALL COSTS MUST BE INCLUDED IN THE PRICING SCHEDULE. NO ADDITIONAL COSTS WILL BE INCURRED BY THE FFC OTHER THAN THOSE SPECIFIED IN THE PRICING SCHEDULE ABOVE.**

…… …….. ……..

Signature **Date** **Capacity**

9. EMAIL SUBMISSION

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

RFQ2026/2027/06: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER BRANDED UNIFORM APPAREL FOR FINANCIAL AND FISCAL COMMISSION MALE AND FEMALE STAFF -BIDDER NAME

E.G. RFQ2026/2027/06 APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER BRANDED UNIFORM APPAREL FOR FINANCIAL AND FISCAL COMMISSION MALE AND FEMALE STAFF – ABC(PTY) LTD

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

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

10. TIMEFRAMES

Closing Date: 17 September 2026

Closing Time: 11h00 am

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PART A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL AND FISCAL COMMISSION					
BID NUMBER:	**RFQ2026/2027/06**	CLOSING DATE:	**17 September 2026**	Closing Time:	11h00 AM
DESCRIPTION	**SUPPLY AND DELIVER BRANDED UNIFORM APPAREL FOR FINANCIAL AND FISCAL COMMISSION MALE AND FEMALE STAFF**				

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr Mesuli Scwebu	CONTACT PERSON	**Ms Ansuyah Maharaj Dowra**
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	**0795105316**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	supplychain@ffc.co.za	E-MAIL ADDRESS	**ansuyah@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED**?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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E2: 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 suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with FFC.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part of all bid and contract documents.

iii. Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
1.3. “Contract price” means the price payable to the service provider 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. “Day” means calendar day.
1.7. “Delivery” means delivery in compliance of the conditions of the contract or order.
1.8. ”Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.9. “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.

1.10. "GCC" means the General Conditions of Contract.

1.11. "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.

1.12. "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 service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.13. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.14. "Order" means an official written order issued for the rendering of a service.

1.15. "Project site," where applicable, means the place indicated in bidding documents.

1.16. "The client" means the organization purchasing the service.

1.17. "Republic" means the Republic of South Africa.

1.18. "SCC" means the Special Conditions of Contract.

1.19. "Services" means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.

1.20. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. Application

1.1. 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.

1.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

2. General

2.1. Unless otherwise indicated in the bidding documents, the client 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.

2.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

3. Standards

3.1. The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

4. Use of contract documents and information; inspection

4.1. The service provider shall not, without the client's prior written consent, contract disclose the contract,

or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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.

4.2. The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

4.3. Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

4.4. The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

5. Patent rights

5.1. The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

6. Performance Security

6.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

6.2. The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

6.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

6.4. The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service

provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Delivery and Documents

2.1. Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

2.2. Documents to be submitted by the service provider are specified in SCC.

3. Insurance

3.1. The service rendered 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.

4. Transportation

4.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

5. Incidental Service

5.1. The service provider 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 rendered service;

(b) furnishing of tools required for assembly and/or maintenance of the rendered service;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;

(d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and

(e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

5.2. Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

6. Warranty

6.1. The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

6.2. This warranty shall remain valid for twelve (12) months after the service, 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.

6.3. The client shall promptly notify the service provider in writing of any claims arising under this warranty.

6.4. If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

7. Payment

7.1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

7.2. The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

7.3. Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

7.4. Payment will be made in South African Rand unless otherwise stipulated in SCC.

8. Prices

8.1. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

9. Contract amendments

9.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

10. Assignment

10.1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

11. Subcontracts

11.1. The service provider shall notify the client 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 service provider from any liability or obligation under the contract.

12. Delays in the service provider's performance

12.1. Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

12.2. If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.

12.3. 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.

12.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

12.5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

12.6. Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

13. Penalties

13.1. Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

14. Termination for default

14.1. The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;

b) if the service provider fails to perform any other obligation(s) under the contract; or

c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

14.2. In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

14.3. Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

14.4. If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

14.5. Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

14.6. If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the service provider and / or person restricted by the client;
(ii) the date of commencement of the restriction; and
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

14.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

15. Force Majeure

15.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

15.2. If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

16. Termination for insolvency

16.1. The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

17. Settlement of Disputes

17.1. If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

17.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

17.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

17.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

17.5. 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 client shall pay the service provider any monies due the service provider.

18. Limitation of liability

18.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and

(b) the aggregate liability of the service provider to the client, 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

19. Governing language

19.1. 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

20. Applicable law

20.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

21. Notices

21.1. Every written acceptance of a bid shall be posted to the service provider 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 services of such notice.

21.2. 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.

22. Taxes and duties

22.1. A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

22.2. A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

22.3. 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.

23. National Industrial Participation (NIP) Programme

23.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

THE BIDDER HEREBY ACCEPT THE GENERAL CONDITIONS OF THE CONTRACT.

SIGNATURE OF BIDDER: .....

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

Date: .....

FINANCIAL AND FISCAL COMMISSION

SBD 4

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of it's directors / trustees / shareholders / members /partners of any person having controlling asset in the enterprise employed by the state? **YES / NO**

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

2.1.2

Full Name	Identity Number	Name of State Institution

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

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

2.2.1 If so, furnish particulars:

……..

……..

……...

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

2.3.1 If so, furnish particulars.

……...

……..….

……

3. DECLARATION

I, the undersigned, (name)..... . .....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are 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 2004or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT DECLARATION PROVE TO BE FALSE.

…….. ……

Signature Date

…… ……

Position Name of bidder

FINANCIAL AND FISCAL COMMISSION

SBD 6.1

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

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

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

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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

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

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

1.4 Failure on the part of a bidder to submit proof or documentation required in terms of this bid, together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

FINANCIAL AND FISCAL COMMISSION

4. POINTS AWARDED FOR SPECIFIC GOALS

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

SPECIFIC GOALS

The Specific goals allocated points in terms of this bid	Acceptable evidence	Number of points allocated (80/20) (To be completed by FFC)	Number of points (80/20) (To be completed by the bidder)
51% Black Women Owned	Certified copy of ID documentsof the Owner	4	
51 % Black Youth Owned	Certified copy of ID Documentsof the directors	4	
51% Black Owned	CIPC Documents / Original or certified B-BBEE certificate /affidavit	4	
EME 51% Black Owned	Audited Annual financial /origina or certifiedcopyof B-BBEEcertified certificate/ affidavit	6	
People living with disability	Certified copy of ID documentsof the owner and doctor's note confirming the disability	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2 Name of company/firm:…….

4.3 VAT registration number:……..……

4.4 Company registration number:…….……..……..

4.5 TYPE OF COMPANY/ FIRM

(a) Partnership/Joint Venture / Consortium

(b) One person business/sole propriety

(c) Close corporation

(d) Company

(e) (Pty) Limited

[TICK APPLICABLE BOX]

FINANCIAL AND FISCAL COMMISSION

4.6 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution if deemed necessary.

	…….
	SIGNATURE(S) OF BIDDERS(S)
Name and Surname	……..
ADDRESS	……..
	……..
	……..
Date	……..

Annexure 1: POPIA Compliance

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

For use by:

THE FINANCIAL AND FISCAL COMMISSION including all its divisions **("FFC")**

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1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

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

(h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.
"processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including—
(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
(b) dissemination by means of transmission, distribution or making available in any other form; or
(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
"record" means any recorded information—
(a) regardless of form or medium, including any of the following:
(i) Writing on any material;
(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
(iv) book, map, plan, graph or drawing;
(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
(b) in the possession or under the control of a responsible party;
(c) whether or not it was created by a responsible party; and
(d) regardless of when it came into existence;
"responsible party" means a public or private body or any other person who, alone or in conjunction with others, determines the purpose of and means for processing personal information;

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

3. PURPOSE FOR THE COLLECTION

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

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

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

3.1.3 for operational reasons including the conducting of research;

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

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

4. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION

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

5. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION

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

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

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

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

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

6. ACCESS BY OTHERS

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

7. RIGHT TO OBJECT

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

8. ACCURACY OF INFORMATION AND ONUS

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

9. ACCESS TO THE INFORMATION BY THE DATA SUBJECT

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

10. COMPLAINTS

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

11. DECLARATION AND INFORMED CONSENT

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

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

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

Sign: _____

Date: _____