



## **TERMS OF REFERENCE**

**APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY, DELIVER AND  
INSTALL RECEPTION DESK SCREEN GUARDS FOR PUBLIC PROTECTOR  
SOUTH AFRICA (PPSA) IN VARIOUS OFFICES**

**BID NUMBER: PPSA RFQ 03/2021**

**ISSUE DATE: 09 JUNE 2021**

**COMPULSORY SITE INSPECTION FOR MEASUREMENTS: BIDDER TO  
ARRANGE WITH THE OFFICE THEY WILL BE BIDDING FOR (VARIOUS DATES  
AND BIDDERS TO SUBMIT PROOF THAT MEASUREMENTS WERE TAKEN  
WITH THE BID PROPOSAL)**

**CLOSING DATE AND TIME OF BID: 24 JUNE 2021 @11H00AM**

**BID VALIDITY PERIOD: 60 DAYS**

**QUOTATIONS MUST BE EMAILED ONLY TO: [PPSAQUOTATIONS@pprotect.org](mailto:PPSAQUOTATIONS@pprotect.org)**

## **ABBREVIATIONS**

**B-BBEE** – Broad Based Black Economic Empowerment

**CSD** – Central Supplier Database

**CV** – Curriculum Vitae

**DTI** – Department of Trade and Industry

**FICA** – Financial Intelligence Centre Act

**NPA** – National Prosecuting Authority

**PIN** – Personal Identification Number

**PPPFA** – Preferential procurement Policy Framework Act

**PPSA** – Public Protector South Africa

**RFQ** – Request For Proposal

**SARS** – South African Revenue Services

**SBD** – Standard Bidding Document

**SLA** – Service Level Agreement

**SMME** – Small Medium and Micro Enterprise

**TCS** – Tax Compliance Status

**TOR** – Terms of reference

# **PART A: TERMS OF REFERENCE**

## **1. BACKGROUND**

1. Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power to:
  - 1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice;
  - 1.1.2 Report on that conduct; and
  - 1.1.3 Take appropriate remedial action.
- 1.2 PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.
- 1.3 The Public Protector South Africa is committed to ensure compliance Occupational Health and Safety Act 85 of 1993 and all other protocols health protocols for Covid-19 to ensure safety of its employees.
- 1.4 The PPSA has national footprint which is Head Office, nine (09) Provincial Offices and eight (08) Regional Offices with the corporate organogram consists of the following departments,
  - a) Executive Authority
  - b) Investigations branches
  - c) Stakeholder Management and
  - d) Corporate services
- 1.5 PPSA is leasing office accommodation space nationally through National Department of Public Works. Department of Public Works is a custodian of immovable assets which facilitates the acquisition process for office accommodation space as per PPSA requirements.

- 1.6 Most of PPSA offices have open reception areas without closed-in cubicles to serve as a protection or barrier between PPSA employees and visitors. The infrastructure at the reception areas and consultation rooms is not strictly designed in terms of occupational health and safety to combat the spread of Coronavirus.
- 1.7 The invitation to tender covers the services necessary to provide reception screen guards to PPSA offices to provide protection for the receptionist and assist in creating social distancing and safety between the receptionist and visitors.
- 1.8 The service provider should be able to supply, deliver and install reception screen guards to any site occupied by the PPSA throughout South Africa.
- 1.9 Service providers are requested to submit their proposals for all PPSA offices as per scope of work below.

## **2. Objective of the bid**

- 2.1 The appointment of the service provider to supply, deliver and install reception screen guards to eighteen (18) PPSA offices. This is a once off project.

## **3. Scope of work - Specifications**

The prospective bidder is expected to supply, deliver and install the supply, deliver and install reception screen guards to PPSA as per the below specifications following:

### **3.1 Protective Clear Glass Shield**

#### **3.1.1 Dimension**

- a) Front: 900mm (H) x 2400mm (W)
- b) Side: 900 mm (H) x 1950mm (W)
- c) 5mm PLEXIGLASS
- d) 3 x Screens (Front, left and right side)

#### **3.1.2 Compliance and Safety**

- a) Clear Acrylic glass / micron shield simple to install and assemble
- b) Provides barrier against germs spread by talking, coughing or sneezing.
- c) Clear plastic allows people to talk through the glass while maintaining social distance
- d) Ideal to be used at the reception or and office
- e) Have 50mm slot at bottom of screen ideal for placing of documents
- f) Flexible – shields can be positioned to suit desks of different shapes and sizes.
- g) Strong magnetic fixings with clamp brackets, screws or combined with self-adhesive pads to provide stability and reliability
- h) To be able to be wiped with sanitizer or any other disinfection chemical
- i) Complies with Occupational Health and Safety and Covid-19 regulation

3.7 **General:** The bidder shall be required to take on-site measurements during the bidding process and submit proof of measurements taken together with the quotation for proper installation and quotation.

#### 4. THE BID WILL BE EVALUATED AS OUTLINED BELOW:

**4.1 Phase1 evaluation :** Bidders must ensure that they complete and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

4.1.1 Signed SBD 1: Invitation to Bid

4.1.2 Signed SBD 4: Declaration of interest

4.1.3 Signed SBD 8: Declaration of bidder's past supply chain management practices

4.1.4 Signed SBD 9: Certificate of independent bid determination

4.1.5 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2017

4.1.6 Original or certified **valid** BBBEE certificate

**4.2 Phase 2 evaluation:** Below are mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for Pricing and BBBEE. Noncompliance with all mandatory documents may disqualify the bidder:

4.2.1 The bidder must be registered on Central Supplier Database (CSD): The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

4.2.2 The attendance of site inspection for taking of measurements to ensure that proper measurements are taken. Proof to be submitted with the quotation and bidders are allowed to choose the office their company it will be bidding for. (If the bidder is bidding for more than one (1) office the proof of site inspection for all the offices the bidder will be bidding for must be submitted together with the proposal).

4.2.3 Bidders must ensure that the screens offered are provided with a minimum of one (1) year warranty. (Bidder to submit confirmation on their company letter head)

5. **Phase 3 evaluation:** Only bidders that qualified through the functionality evaluations will further be evaluated for **Pricing and BBEE**: Price (80/100) and BBEE (20/100)

**5.1 Pricing and BBEE**

In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to BBEE	20/100	Points will be awarded to bidders according to their BBEE status level of contributor as indicated in the BBEE accreditation certification as indicated below:
BBEE LEVELS		SCORES
Level 1		20
Level 2		18
Level 3		14
Level 4		12
Level 5		8
Level 6		6
Level 7		4
Level 8		2
Non- compliant Contributor		0

5.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

5.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

5.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section



60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

- 5.5 Failure on the part of the bidder to comply with paragraphs 5.3 and 5.4 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 5.6 The points scored will be rounded off to the nearest 2 decimals.
- 5.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE
- 5.8 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality
- 5.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

**6. Pricing: Bidders must ensure that they provide quotation which includes the information as outlined below:**

6.1 Below is the summary of the offices where the services will be required and the number of reception screen guards required per office.

6.2 Bidders can choose to quote for one (1) or more offices but the site inspection for measurements must be submitted together with the proposal for those offices the bidder is bidding for to ensure proper measurements are taken.

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
1	Phuthaditjhaba	Mampoi Street, Shop No. 1, Naledi Mall, Phuthaditjhaba	1	To be measured	R	R	<b>RM:</b> Mr. Qabang Mofokeng Cell No: 082 371 1358 or Mr Mokhantso Marotholi 058 713 2974

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
2	Upington	56 Dr. Nelson Mandela Drive, Upington	1	To be measured	R	R	<b>RM:</b> Mr. Ephraim Minnaar Cell No: 083 468 2772 or 054 338 5740

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
3	George	1 <sup>st</sup> Floor, South Wing, Bataleur Park, Cnr. Of Cathedral and Cradock Street, George	1	To be measured	R	R	<b>RM:</b> Gideon Landman Cell No: 082 413 9722 or Ms. Amanda Snyman 044 874 2887

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
4	Mthatha	No. 6 Knorf Street, Fortgale, Mthatha	1	To be measured	R	R	<b>RM:</b> Adv. Mthwakazi Thomas Cell No: 082 333 5623 or Ms. Vuyelwa Lutshiti 047 531 3773

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
5	Cape Town	04 <sup>th</sup> Floor, 51 Wale Street/Bree Street, Cape Town	1	To be measured	R	R	<b>PR:</b> Ms. Sune Griessel Cell No: 082 905 3114 or Mr Sentsho Mogotsi 021 423 8644

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
6	Limpopo	18A Landros Mare Street, Polokwane	1	To be measured	R	R	<b>PR:</b> Mr. George Matimolane Cell No: 083 496 7138 or Rirhandzu Makaukau 015 295 6984/ 064 973 9970

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
7	Bisho	Unathi House, Independent Avenue, Bisho, Behind Pick 'n Pay	1	To be measured	R	R	<b>PR:</b> Mr. Vusimuzi Dlamini Cell No: 076 981 7941 or Ms. Nokubonga Koliti 040 635 1126

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
8	Mafikeng	Public Protector' Chambers Cnr Martin & Robinson Street, Mafikeng	1	To be measured	R	R	<b>PR:</b> Mr. Sechele Keebine Cell No: 078 838 5902 or Mr. Ephraim Seeco 018 381 1060/1/2

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
9	Kimberley	48 Sydney Street Dean Snyders Building Kimberley, 8300	1	To be measured	R	R	<b>PR:</b> Mr. Mlungisi Khanya Cell No: 072 756 9103 or Ms. Lucia Mabile 058 831 7766/ 082 482 7089

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
10	Bloemfontein	169A Engen House Nelson Mandela Drive Bloemfontein	1	To be measured	R	R	<b>APR:</b> Ms. Erika Cilliers Cell No: 082 419 0818 or Ms. Elizabeth Hietbrink 051 448 6172

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
11	Sibasa Embassy House	Sibasa Embassy PTN 1 Farm Mphaphuli LT Thohoyandou 0970	1	To be measured	R	R	<b>RM:</b> Mr. Levy Hiine Cell No: 084 042 3861 or Mr. Isaac Masindi 082 663 3956

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
12	Klerksdorp	8 <sup>th</sup> Floor, P C Pelser BLD Cnr. Anderson & Voortrekker street	1	To be measured	R	R	<b>RM:</b> Mr. Dithake Motona Cell No: 061 417 7640 or Ms. Mabontle Molusi/ Esther Madito 083 941 7839

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
13	Rustenburg	Suit No 12 Old SARS Building 135 Klopper Street	1	To be measured	R	R	<b>RM:</b> Kleinbooi Matsetela Cell No: 072 186 5965 or Ms. Lydia Makgale/ Neo Segalo 014 592 9023

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
14	Durban	22 <sup>nd</sup> Floor, Suite 2114 Commercial City Building Durban	1	To be measured	R	R	<b>PR:</b> Adv. Mlandeli Nkosi Cell No: 082 448 8001 or Ms. Silindile Zulu 031 307 5300/ 072 091 8171

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
15	Pietermaritzburg	Assupol Building, 1 <sup>st</sup> Floor 221 Pietermaritzburg Str, Pietermaritzburg	1	To be measured	R	R	<b>INV:</b> Mr. Thulani Mthethwa Cell No: 062 143 7725

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
16	Gauteng	26 Ameshoff Street Second Floor Mine Workers Provident Fund Building, Braamfontein	1	To be measured	R	R	<b>PR:</b> Ms. Winnie Manyathela Cell No: 083 765 1000 or Lorraine Mthembu 082 8581338

ID	Office name	Delivery address	No of screens required	Required size	Unit price including delivery, installation and 15% VAT	Total price including delivery, installation and 15% VAT	Contact person
17	Nelspruit	Pinnacle Building, Suite 101, 1 Parkin Street, Nelspruit	1	To be measured	R	R	<b>PR:</b> Mr. Botromia Sithole Cell No: 082 419 0819 or Ms. Vuyiswa Shongwe 013 752 8543

<b>Total bid price</b>						R	
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## **7. Additional Information**

**7.1 NB: This is a once off purchase, please provide a cash bid price. Bidders to transfer the total bid price on their company letterhead**



## **PART B: CONDITIONS OF BID**

## **8. Company profile**

8.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

8.1.1 Personnel complement, divided into -

8.1.1.1 Management personnel;

8.1.1.2 Supervisors; and

8.1.1.3 Workers. Full time: ..... Part time: .....

8.1.2 Composition in terms of shareholding

8.1.3 Address of Head Office.

8.1.4 Addresses of regional offices/branches

8.1.5 Bidders to indicate date from when the company commenced its operations.

8.1.6 Bidders to provide the details of completed contracts for the appointment of the service provider to supply, deliver and install reception screen guards for Public Protector South Africa (PPSA) in various offices the signed reference letters / contracts which were successfully completed within the past five (5) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

8.1.7 Bidders to indicate their company financial position i.e. annual turnover.

8.1.8 Bidders to submit the names, postal address and telephone number(s) of banker(s) and the name of the contact person where financial enquiries may be answered.

8.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.

8.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

## **9. Other bid requirements**

- 9.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or more of the required information as indicated below:
  - 9.1.1 If the bidder/s submit their bids without all the data and information requested.
  - 9.1.2 Proposal that did not submit mandatory documents stipulated in the RFQ document;
  - 9.1.3 Proposal that fails to comply with the specification.
  - 9.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
  - 9.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFQ document;
  - 9.1.6 Bidders who receive information not available to other potential bidders through fraudulent means;
  - 9.1.7 Bidders to submit their delivery methodology

## **10. PPSA reserve the rights:**

- 10.1 Not to award or cancel this bid at any time
- 10.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 10.3 To award in part or in full.
- 10.4 To award this bid to one or more bidders.
- 10.5 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 10.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

- 10.7 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.
- 10.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 10.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 10.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 10.11 The PPSA is entitled to amend any bid conditions, bid validity period, RFQ specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFQ documents have been issued and where the PPSA 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 PPSA'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.
- 10.12 The PPSA 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 PPSA.
- 10.13 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response.
- 10.14 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members
- 10.15 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 10.16 Any enquiries must be referred, in writing, to the specified persons.

## **11. Undertakings by the Bidder**

- 11.1 By submitting a bid in response to the RFQ, 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 PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFQ document.

- 11.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFQ.
- 11.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFQ and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFQ document read with the bid.
- 11.4 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 contemplated in this RFQ; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 11.5 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 PPSA, as the principal(s) liable for the due fulfilment of such contract.
- 11.6 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 PPSA property unless otherwise stated by the bidder/s at the time of submission.

## **12. Previous experience**

- 12.1 Bidders must submit written and signed reference letter/s from current or for the appointment of the service provider to supply, deliver and install reception screen guards for Public Protector South Africa (PPSA) in various offices was successfully provided. Provide signed reference letters that indicates the following:
  - 12.1.1 Value of the project,
  - 12.1.2 Contract period and
  - 12.1.3 The industry/sector where the contract was carried out.

12.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

### **13. Contract requirements**

#### **13.1 Contract period**

The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. This is once off purchase.

#### **13.2 General terms and conditions of contract**

Bidders must complete the attached the General Terms and Conditions of the contract.

### **14. Price basis**

14.1 Bidders shall take into account that PPSA's total requirements will be allocated to one bidder.

14.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included:

14.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including.

14.3 Bidders shall quote on the basis indicated in the Pricing Schedule.

14.4 Prices tendered for must be inclusive of all required deliverables as per specification.

14.5 PPSA requires an all-inclusive and fully transparent cost structure.

14.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

14.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.

14.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

## **15. Payment terms**

15.1 The standard 30 day payment period will apply on the payment of all invoices from receipt of valid invoice.

## **16. Tax clearance certificate**

16.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.

16.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.

16.3 Implementation of the tax compliance status system:

16.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

16.3.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.

16.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,

16.3.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.

- 16.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- 16.5 Accounting Officers are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.
- 16.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website [www.csd.gov.za](http://www.csd.gov.za) to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

## **17. Counter Conditions**

Bidder's attention is drawn to the fact that amendments to any of this condition of bid by bidders may result in the invalidation of the bids.

## **18. Fronting**

- 18.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.
- 18.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction



of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **19. Promotion of Emerging Black owned bidders**

19.1 It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

## **20. Supplier Performance Management**

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

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

20.3 Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

## **21 Supplier Development**

21.1 The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:

21.1.1 black people

21.1.2 black people who are youth

21.1.3 black people who are women

21.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or

21.1.5 black people living in rural areas or underdeveloped area or township.

## **22. Screening**

22.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

## **23. PPSA requires bidder(s) to declare**

In the Bidder's Technical response, Bidder(s) are required to declare the following:

23.1 Confirm that the bidder(s) is to: –

23.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;

23.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

23.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

23.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

23.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

23.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

- 23.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- 23.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **24. Conflict of interest, corruption and fraud**

- 24.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 24.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 24.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 24.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;
- 24.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 24.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;

24.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;

24.1.7 Has in the past engaged in any matter referred to above; or

24.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **25. Misrepresentation**

25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

25.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **26. Preparation costs**

26.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **27. Indemnity**

- 27.1 If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

## **28. Precedence**

- 28.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **29. Limitation of liability**

- 29.1 A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **30. Tender defaulters and restricted suppliers**

- 30.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. PPSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been listed as defaulted with National Treasury by another government institution.

## **31. Governing Law**

- 31.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **32. Responsibility for sub-contractors and bidder's personnel**

32.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **33. Confidentiality**

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.

33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

33.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## 34 Proposal documents

- 34.1 **Bidders are allowed to submit the quotations through an email.** It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.
- 34.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.**

## 35. Consultation prior to submission of the bid documents

Bidders shall consult, **in writing**, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Kgomotso Kgopotse /Nkele Nemusimbori	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7008/ 7014 Email: <a href="mailto:kgomotsok@pprotect.org">kgomotsok@pprotect.org</a> <a href="mailto:nkelen@pprotect.org">nkelen@pprotect.org</a>

## 36. Clarifications and communication

- 36.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than on **18 JUNE 2021 at 11H00** No further questions will be entertained after this period.

- 36.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 36.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 36.4 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 36.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 36.6 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 36.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 36.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 36.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **37. BIDDER DECLARATION**

The bidder hereby declares the following:

We confirm that \_\_\_\_\_

(Bidder's Name) will:



- a. Render appointment of the service provider to supply, deliver and install reception screen guards for Public Protector South Africa (PPSA) in various offices.
- b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;
- c. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- e. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- g. Avoid fraudulent and misleading advertising, canvassing and marketing;
- h. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- i. Ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signatory:

\_\_\_\_\_ Designation \_\_\_\_\_

FOR AND ON BEHALF OF

\_\_\_\_\_

**CONTENTS OF THIS DOCUMENT IS NOTED:**

.....

**SERVICE PROVIDERS INITIALS / SIGNATURE Important: Failure to complete/sign/initial this document in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products**