



PUBLIC PROTECTOR  
SOUTH AFRICA

## **SPECIFICATION AND BID REQUIREMENTS**

**RFP NO. PPSA/2024/BID001**

**APPOINTMENT OF PANEL OF EXPERTS FOR THE PROVISION OF –**

- A) SUBJECT MATTER EXPERTISE**
- B) SPECIALIST INVESTIGATIONS - AND DIGITAL FORENSICS SERVICES;  
AND**
- C) TRAINING AND DEVELOPMENT RELATED SERVICES**

**TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF THREE (3)  
YEARS**

**CLOSING DATE AND TIME OF SUBMISSION OF BIDS: 19 July 2024 @ 11H00**



PUBLIC PROTECTOR  
SOUTH AFRICA

**YOU ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF A PANEL OF EXPERTS FOR THE PUBLIC PROTECTOR SOUTH AFRICA.**

<b>Bid Number</b>	<b>PPSA/2024/BID001</b>		
<b>Issue Date</b>	20 June 2024		
<b>Compulsory briefing session</b>	Not applicable		
<b>Physical Address</b>	Public Protector House 175 Lunnon Street Hillcrest Office Park Pretoria		
<b>Closing Date and Time</b>	19 July 2024	Time:	11h00
<b>Contract Duration</b>	Three (3) years		
<b>Proposals validity period</b>	120 days		
<b>Service Description</b>	Appointment of panel of experts for the provision of – a) Subject matter expertise; b) Specialist investigation- and digital forensics services; and c) Training and development related services.		
<b>Bidder Name</b>			
<b>CSD Supplier Number</b>			
<b>Unique registration number</b>			

## DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with proposal.

No.	Supporting documents	Yes/ No
1.	Proof of registration on the Central Supplier Database (CSD)	
2.	Proof for specific goals claim	
3.	Partnership/Joint Venture/Consortium Agreements	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	Curriculum Vitae or Profile of Resources/Individuals/ Account Manager/ Key personnel	
6.	Membership Certificates of relevant statutory bodies	
7.	Bid proposal	
8.	Reference letters templates	
9.	One (1) original, two (2) copies and optional soft copy of proposals (memory stick).	

PART A

SBD1

INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	PPSA/2024/BID001	<b>CLOSING DATE:</b>	19 JULY 2024	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	APPOINTMENT OF PANEL OF EXPERTS FOR THE PROVISION OF – A) SUBJECT MATTER EXPERTISE B) SPECIALIST INVESTIGATIONS - AND DIGITAL FORENSICS SERVICES; AND C) TRAINING AND DEVELOPMENT RELATED SERVICES TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
175 LUNNON STREET					
HILLCRESS OFFICE PARK					
HILLCREST					
0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	NOMUSA MALATJI		CONTACT PERSON	TIYANI TUKETANI	
TELEPHONE NUMBER	(012) 366 7000		TELEPHONE NUMBER	(012) 366 7000	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:NomusaM@pprotect.org">NomusaM@pprotect.org</a>		E-MAIL ADDRESS	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>	
<b>SUPPLIER INFORMATION</b>					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					

- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  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, 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: .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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:  
 .....  
 .....

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

**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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

(a) The applicable preference point system for this tender is the **80/20** preference point system (To be used only if the lowest quotation is equal to or above R30 000)

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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:

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

**NB: Bidder must submit proof as supporting documents for the point's claimed. None submission may render the points not been awarded to the bidder. The information will not be utilised for approval into the panel but will be considered before the award of contracts.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged individual (HDI)</b>		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	0	
Total	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state 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 organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## TERMS OF REFERENCES: PANEL OF EXPERT SERVICE PROVIDERS

### 1. PURPOSE

- 1.1. To appoint skilled, experienced and suitably qualified individuals and professionals to serve on a panel of experts for the provisioning of –
- a) Specialist advice and assistance on specific subject matters;
  - b) Specialist investigation and digital forensic services; and
  - c) Training and development related services
- to the Public Protector South Africa (PPSA) for a period of three (3) years.

### 2. BACKGROUND

- 2.1. 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:
- a) 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;
  - b) Report on that conduct; and
  - c) Take appropriate remedial action.
- 2.2. 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.
- 2.3. The purpose and intent of this tender is for the establishment of a panel of professional experts in various fields with qualifications, subject matter knowledge, skills and experience to render specialised services pertaining to the scope of work described below, on an "as-and-when required" basis for a period of 36 months:
- 2.4. Serving public servants and employees of State Institutions may not apply as part of this process.

### 3. SCOPE OF WORK

- 3.1. The PPSA hereby invites proposals from competent and experienced individuals/ companies with regard to the provisioning of the services as per the categories described below.
- 3.2. Bidders may submit proposals in respect of any one or a combination of relevant service categories, which will constitute the following separate sub-panels of expert services, from which the requisite service will be sourced as-and-when required.
- a) Subject matter experts;

- b) Specialist and digital forensic investigations; and
- c) Training and development related services.

- 3.3. **Bidders must clearly indicate which category (sub-panel) they are applying for under section 3.2 above. (Bidders may choose more than one (1) category). Bidder must place each category in its separate folder as bids will be scored separately as per the category of services bid for.**
- 3.4. Where bidders apply for and qualify for multiple service categories, the PPSA reserves the right to appoint the service provider to (a) sub-panel(s) where the need is most pressing.
- 3.5. In the event that an insufficient number of bidders are successful in a certain expert service category, the PPSA reserves the right to appoint additional bidders for the particular category from the approved and preferred panel of expert services.
- 3.6. **Panel 1: Subject matter experts**
- 3.6.1 The services of panel members will be solicited to assist with or provide guidance on the assessment, development of strategies and plans for investigation of complaints as experts in the fields (subpanels) of, *inter alia*-
- 3.6.1.1 Forensic & Investigative Auditing;
  - 3.6.1.2 Fraud and Risk Management;
  - 3.6.1.3 Public Sector Procurement and supply chain management practices;
  - 3.6.1.4 Corporate & Ethics Governance;
  - 3.6.1.5 Digital and cyber forensics services, including cybersecurity; cyber forensics; data analytics; digital forensics;
  - 3.6.1.6 Actuarial services;
  - 3.6.1.7 Health services management and administration, primary health care, health systems transformation and local primary health care systems;
  - 3.6.1.8 Environmental Compliance Specialists;
  - 3.6.1.9 Energy and infrastructure specialists;
  - 3.6.1.10 Public finance, including financial services and accounting;
  - 3.6.1.11 Human resources, including (public sector) labour and pension law;
  - 3.6.1.12 Economics, including budgetary control;
  - 3.6.1.13 Whistleblowing protection;
  - 3.6.1.14 Local government, including municipal services, structures and their duties, responsibilities, and governance;
  - 3.6.1.15 Certified Gambling and gaming Compliance Specialists;
  - 3.6.1.16 Mining industry subject matter experts.

### 3.7. **Panel 2: Specialist Investigations - and digital forensic services**

- 3.7.1 The bidder must assist the PPSA to conduct administrative and forensic investigations by means of gathering information, evidence and facts, as well as dealing with, resolving and rectifying complaints and reporting on proposed findings and remedial action.
- 3.7.2 Utilising a multi-disciplinary approach during the investigation with regard to the field of investigation; including the identification, preservation, analysis and documentation of evidence (including electronic data and forensic imaging), resolving complaints through Alternative Dispute Resolution (ADR), preparing a report on investigative findings and proposing remedial action or solutions. Service providers may also be requested to assist the PPSA with the quality assurance and editing of investigation reports, notices or settlement agreements.
- 3.7.3 Bidders will be expected to investigate amongst others, allegations of improper or prejudicial conduct in state affairs on national, provincial and local government level, as well as all other organs of state, using an investigation approach/ methodology which should be in line with the Public Protector Act and *Rules Relating to Investigations by the Public Protector and Matters Incidental thereto, 2018* (as amended), the Professional Standards set by the Association of Certified Fraud Examiners (ACFE) / Institute of Commercial Forensic Practitioners (ICFP) and other related Legislation, Regulations, and best practice applicable to administrative/ forensic/fraud investigations. The above includes investigation reports.
- 3.7.4 Investigations may include:-
- 3.7.4.1 Auditing of projects, procurement-related activities to help prevent and detect corruption or other forms of fraud, unfair bidding practices, collusion and/ or corruption and the victimisation of whistle- blowers.
- 3.7.4.2 Auditing and analysing of accounting and other financial information.
- 3.7.4.3 Conducting Digital Forensic Services across all platforms, but not limited to:
- (i) Computer Forensics
  - (ii) Network Forensics
  - (iii) Mobile Forensics (including Smartphones)
  - (iv) Email Forensics
  - (v) Cloud Forensics
- 3.7.5 Investigations must be conducted in terms of an approved project plan, determining both the scope and duration of the investigation, with milestones and timelines, catering for, inter alia-
- 3.7.5.1 Gathering of evidence in various formats.
- 3.7.5.2 Identification, preservation, analysis and documentation of electronic data and forensic images.
- 3.7.5.3 Review project documentation, including contract documents.
- 3.7.5.4 Conduct interviews with involved parties, including complainants, implicated parties and government officials.

- 3.7.5.5 Conduct background inquiries of firms or individuals.
- 3.7.5.6 Electronic data and forensic imaging -extraction, processing, mapping, analysis, presentation and preservation.
- 3.7.5.7 Analysis and evaluation of evidence, its probability, weight and relevance.
- 3.7.5.8 Legal drafting and report writing.
- 3.7.5.9 Quality assurance and editing of investigation reports, notices and settlement agreements
- 3.7.5.10 Mediation and alternative dispute resolution

**3.8. Panel 3: Training and development interventions**

- 3.8.1 Experts will be appointed to facilitate and present face-to-face, virtually and online or blended learning courses, programmes, learning interventions for PPSA Staff. The expert is also required to develop and adapt learning materials and resources to specific needs of the PPSA.
- 3.8.2 Service Providers must be accredited with the relevant Educationa and Training Quality Assurance Body or Council.
- 3.8.3 Training and development programmes must be registered unit standard based.
- 3.8.4 There may be one or more co-facilitators in programmes that consist of multiple themes and/or require complementary specialist input. In such cases, the lead facilitator will coordinate the contributions and roles of co-facilitators and/or panellists involved.
- 3.8.5 Bidders must select preferred subject matter categories (subpanels) listed in the table to follow:

No	Subject category: Select preferred training and development disciplines/ themes	Selection
1	Public Sector Risk Management	
2	Good Governance,compliance, Ethics, Anti-corruption	
3	Human Resource Management and Development	
4	Project Management, Planning and organising, including time management	
5	ADR(Mediation, Negotiation and Conciliation)	
6	Specialist investigation techniques (search & seizure, inspections <i>in loco</i> , interviewing witnesses, drafting statements and affidavits, cyber and digital imaging)	
7	Information & Records Management	
8	Public Administration and Service Delivery	
10	Health Services systems and administration	
11	Labour Relations	

No	Subject category: Select preferred training and development disciplines/ themes	Selection
12	Public Sector Finance	
13	Public Sector Supply Chain & Procurement	
14	Quality Assurance & Control	
15	Digital/Computer Forensics	
16	ICT/ Digital Readiness & Adaptability	
17	Report writing, including analysing & evaluating evidence	
18	Problem Analysis & Decision Making	

3.8.6 The Service Provider will be expected to provide training feedback/reports to the PPSA/ Training committee after every training or learning intervention conducted. The reports should be comprehensive and accurate with feedback on level participation, interpretation of trends, problem areas and possible interventions in future (where identified). Service Providers will also be required to conduct assessments and issue certificates of competence where appropriate.

#### 4. BID REQUIREMENTS

4.1. Bid proposal documents should include the following detail but not be limited thereto in relation to the bidder:

4.1.1 **Bidder's profile** – Short summary and description of the key features of the bidding entity/individual. **Curriculum vitae or profile of Resources/Individuals/ Key personnel must include the following:**

4.1.1.1 The person's work history/profile,

4.1.1.2 Certified copies of relevant Academic and professional qualifications,

4.1.1.3 Relevant professional membership, such as member in good standing of a relevant industry-related professional organization.

4.1.1.4 Certified copies of the person's relevant Internationally approved Certification, accreditation where appropriate.

4.1.2 **Provide a proposal on the proposed methodology.** The bidder must provide its proposed approach indicating how the services will be executed successfully (no textbook explanation). It must provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include human resources to be employed.

4.1.3 The service provider has to develop a strategy that can be used to accomplish skill transfer and development of PPSA employees at the costs of service provider. The plan includes the resources, staffing, training, methods, milestones and tasks required to accomplish the knowledge transfer.

4.1.4 Bidders must possess and demonstrate a working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector,



in particular of the following:

- 4.1.4.1 The Constitution of the Republic of South Africa, 1996;
- 4.1.4.2 The Public Protector Act, 1994 and Public Protector Rules;
- 4.1.4.3 Chapters 12 and 14 of the National Development Plan: Vision 2030 ; and
- 4.1.4.4 State Administration

#### 4.2. To be considered as a-

4.2.1 Subject matter expert, the requirements are as follows:

- 4.2.1.1 Continuous period of 5 years relevant industry experience.
- 4.2.1.2 Have a relevant tertiary qualification from a recognised institution.
- 4.2.1.3 Proven successful track record of providing services as Subject Matter Expert / Assessor / Moderator for other professional bodies or similar organisations
- 4.2.1.4 Relevant professional membership, such as member in good standing of industry-related professional organisations will be an added advantage.

4.2.2 Specialist investigatons and digital forensic service providers

- 4.2.2.1 Have relevant tertiary qualifications from a recognised institution at NQF level 7 or above;
- 4.2.2.2 A preferred minimum of 5 years' experience of carrying out investigations for other professional bodies or similar organisations, including investigations and/ or digital forensic services in relation to fraud, corruption and financial mismanagement, supply chain management irregularities, maladministration and misconduct;
- 4.2.2.3 A professional certified Investigator as Fraud Examiner registration, Vendor Certification and/ or recognised Digital/Computer Forensic Certification will be advantage, e.g. ACE, EnCE, XRY, CA(SA) & CCPA or equivalents thereof.
- 4.2.2.4 Demonstrate capacity and capability, as well as a comprehensive, thorough, and insightful methodology and approach for providing specialist investigations - or digital forensic investigation services in the public sector.

4.2.3 Training and development service providers.

- 4.2.3.1 Have relevant tertiary qualifications from a recognised institution;
- 4.2.3.2 Have minimum of five (5) years Industry experience of working, consulting, training or doing research related to the selected subject category(ies)
- 4.2.3.3 Be accredited with the relevant Education and Training Quality Assurance Body or Council.
- 4.2.3.4 Provide training courses that are based on approved unit standards who which the serive provider is accredited to provide training on.
- 4.2.3.5 Experienced and be qualified in offering the identified training and skills development programmes, provide required support, and detailed quality reports;

- 4.2.3.6 Demonstrate technical ability and capacity that contributes to the effectiveness of the process to be followed in conducting successful training sessions, workshops and skills development programmes.
- 4.2.3.7 Proven successful track record of providing highly effective training through the use of qualified trainers or facilitators.
- 4.2.3.8 Relevant professional membership, such as member in good standing of industry-related professional organisations will be an added advantage.

## 5. CODE OF PROFESSIONAL ETHICS

5.1. The bidders are expected to apply and uphold the following guiding principles:

- 5.1.1 **Professionalism and Diligence:** Bidders/professionals shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of their duties
- 5.1.2 **Legal & Ethical:** Bidders/professionals shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest;
- 5.1.3 **Integrity:** Bidders/professionals shall, at all times, exhibit the highest level of integrity in the performance of all professional assignment and will accept only assignment for which there is reasonable expectations that the assignment will be completed with professional competence;
- 5.1.4 **Objectivity:** Bidders/professionals will comply with lawful orders of the courts and will testify to matters truthfully and without bias or prejudice;
- 5.1.5 Act honestly, fairly and with due skill, care and diligence, in the interests of the PPSA;
- 5.1.6 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 5.1.7 Act with circumspection and treat clients fairly in a situation of conflicting interests;
- 5.1.8 Comply with all applicable statutory or common law requirements applicable to the services;
- 5.1.9 Make adequate disclosures of relevant material information including disclosures of actual or potential won interests, in relation to dealings with the PPSA;
- 5.1.10 Avoid fraudulent acts and misleading advertising, canvassing and marketing;
- 5.1.11 Conduct its business activities with transparency and consistently upholding the interest and needs of the PPSA as a client before any other consideration; and
- 5.1.12 Ensure that confidentiality of any information acquired by the bidder (s) from the PPSA during the bidding process and subsequent appointment will not be used, even after the completion of any assignment, unless a written consent of the PPSA has been obtained.

## **6. PANEL UTILISATION GUIDELINE**

- 6.1. The panel and Subpanels will consist of bidders that reach 60 points threshold on functionality;
- 6.2. Bidders will be notified of their appointment to the Panel/ Subpanel(s) for the area(s) of specialisation as specified, by means of an official letter of appointment issued by the PPSA Supply Chain Management Department. No other communication in any form from any other official shall constitute a valid appointment to the Panel;
- 6.3. Once the panel/list of service providers has been approved, only the successful panel members are approached, depending on the circumstances, either by obtaining quotes on a rotation basis, or according to the bid procedure when services are required with further functional (technical) evaluation conducted from additional information that may be requested from service providers within a panel or subpanel with the exception that the requirement is not advertised in the Government Tender Bulletin again.
- 6.4. Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours), and expected deliverables amongst others;
- 6.5. The selection of service providers from the panel for the RFQ process will be guided by the specific service required;
- 6.6. Bidders will be notified of a broad brief or assignment to render services for a particular scope/matter falling within the area(s) of specialisation, by means of an official brief.
- 6.7. Panel members will have to respond to the RFQ, indicating their availability and their hourly rate. The hourly rates must be equal or less than the fees stated in the contract; (Auditor- General: Guideline on fees). The PPSA reserves the right to negotiate hourly charge-out rates/quote submitted by bidders.
- 6.8. Service providers will be evaluated on the 80/20 preference point system using the formula set out in paragraph 3.1 on page 9 above and the specific goals set out in paragraph 4.1 on page 10 above.
- 6.9. There is no guarantee that a service provider on the panel will be contracted for a specific work assignment during the tenure of this contract;
- 6.10. The PPSA may withdraw a bidder from the appointed panel due to poor performance;
- 6.11. This is a non-exclusive panel and the PPSA may at its sole discretion, source services outside the panel.

## **7. FORMAL CONTRACT**

- 7.1. This bid, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between the PPSA and the successful service provider to whom the PPSA will award the bid to either in whole or in part.

## 8. FINANCIAL TERMS

- 8.1. The PPSA is a Constitutional entity and as such the terms of payment are thirty days (30) days from date of acceptable invoice. The PPSA will not entertain any requests for advance payments on any assignment.

## 9. SUB-CONTRACTING

- 9.1. The PPSA will not enter into any separate contracts with a sub-contracted whom an appointed service provider would wish to work with. Bidders are required to indicate on their proposal if they have any intention to sub-contract. Failure to disclose that, may lead to disqualification or withdrawal of the contract.
- 9.2. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with a written consent of the PPSA.
- 9.3. Bidding companies must clearly indicate if they envisage sub-contracting part of the project and which requirements will be subcontracted. The status of the company to which work will be subcontracted with regard to the B-BBEE status level contribution must be clearly indicated.
- 9.4. The PPSA will enter into a Service Level Agreement with the successful bidders, effective from the date of bid award, taking all aspects of the contract into account.
- 9.5. The PPSA will not be liable for any expenses incurred by the bidders during the bidding process, including on-site presentations.
- 9.6. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
- 9.7. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
- 9.8. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
- 9.9. The successful bidder may be subjected to a security screening investigation by the PPSA at any stage during the duration of this contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of this contract, PPSA shall be entitled to immediately cancel this contract in writing.
- 9.10. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each place where a signature is required is correctly and fully signed including witnesses where applicable.
- 9.11. The potential service provider(s) are expected to show indicative pricing /rate per hour for each team member and level, which must be submitted with the proposal.

## 10. EVALUATION AND SELECTION PROCESS:

The bid will be evaluated in three (3) phases as outlined below:

### 10.1 Phase 1 : Administrative compliance

**10.1.1 Administrative compliance:** 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:

10.1.1.1 Signed SBD 1: Invitation to Bid.

10.1.1.2 Signed SBD 4: Bidders disclosure.

10.1.1.3 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022.

10.1.1.4 Submit proof for the points claimed under specific goals.

10.1.1.5 Must be in good standing with the South African Revenue Services (SARS), and evidence thereof must be supplied. Please submit unique security personal identification number (PIN) from SARS or a copy of your Central Supplier Database (CSD) registration summary report indicating tax compliance.

10.1.1.6 **Locality:** The services will be rendered in all nine (9) Provinces of the Republic of South Africa. The bidders should indicate the Provinces, which they are located in since the geographic location will also be an important practical and cost-effective consideration in the allocation of work:

### GEOGRAPHICAL AREAS WHERE SERVICES ARE TO BE RENDERED ARE AS FOLLOWS:

Item No.	Province	Place of Business (Physical Address)	Capacity /Skills per Office	Contact Person	Office Number /Mobile number	Email Address
1	Eastern Cape					
2	Free State					
3	Gauteng					
4	Kwazulu Natal					
5	Limpopo					
6	Mpumalanga					

7	Northern Cape					
8	North West					
9	Western Cape					

**NB:** Enterprise/individual service and specific resources to be utilised in province/city/town where services are required.

**Phase 2: FUNCTIONALITY EVALUATION**

The evaluation for each panel are set out in paragraphs below.

Bidders must score at least **60 points** out of 100 points on functionality to be considered and form part of the panel and/or subpanels. Bidders who score less than 60 points on functionality will be regarded as non-responsive submission.

**Panel 1: Subject matter experts evaluation criteria**

The evaluation of bidder’s responses is based on the following points of the proposals.

**Table for subject matter experts evaluation**

NO	EVALUATION CRITERIA	SCORING GUIDELINCE	POINTS
	<p><b><u>Bidders experience</u></b></p> <p>Bidders must possess and demonstrate a working knowledge of the mandate and functions and a contextual knowledge of the public sector, in particular of the following:</p> <ul style="list-style-type: none"> <li>(1) The Constitution of the Republic of South Africa, 1996;</li> <li>(2) The Public Protector Act, 1994 and Public Protector Rules;</li> <li>(3) Chapters 12 and 14 of the National Development Plan: Vision 2030 ;</li> <li>(4) Public finance management and governance; and</li> <li>(5) Public/ State Administration</li> </ul>	<p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any one (1) of the requirements = <b>2 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any two (2) of the requirements = <b>4 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any three (3) of the requirements = <b>6 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any four (4) of the requirements = <b>8 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in all five (5) of the requirements = <b>10 points</b></p>	<p><b>(10 Points)</b></p>

	<p><b><u>Formal / Academic Qualification(s)</u></b></p> <p>Bidders must provide a full <i>Curriculum Vitae</i> or profile of Resources/Individuals/ Key personnel which should detail amongst others the following:</p> <ul style="list-style-type: none"> <li>• Full Name</li> <li>• Postal Address</li> <li>• Contact details (mobile number, landline number and email address)</li> <li>• Educational Qualifications</li> <li>• Professional Body Registration</li> <li>• <b>To indicate extensive experience/ work history/ information to demonstrate adequately/ prove specific and/or related proficiency and working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector</b></li> <li>• The PPSA reserves the right to verify any information contained in the Curriculum Vitae or profile.</li> </ul>	<p>No evidence = <b>0 point</b></p> <p>NQF Level 6: National Diploma or an Advanced Certificate relevant to subject matter area(s) = <b>5 points</b></p> <p>NQF 7: B-degree relevant to subject matter area(s) = <b>10 points</b></p> <p>NQF 8: B-degree or Honours relevant to subject matter area(s) = <b>15 points</b></p> <p>NQF 9: Masters' degree/ M-Professional = <b>20 points</b></p>	<p><b>(20 Points)</b></p>
	<p><b><u>Amount of experience in the relevant industry/ field of expertise relevant to the required services.</u></b></p> <p>Bidders should indicate the number of years of experience in the relevant industry.</p>	<p>5 -8 Years= <b>5 points</b></p> <p>Up to 8-10 Years= <b>10 points</b></p> <p>Up to 10-12 Years= <b>15 points</b></p> <p>More than 12 Years= <b>20 points</b></p>	<p><b>(20 Points)</b></p>
	<p><b><u>Number of projects successfully completed</u></b></p> <p>Bidder should list the number of projects, current or successfully completed, in which Bidder is/ was involved in as Subject Matter Expert / Assessor relevant to the required services; examples of such services, capabilities and experience and more</p>	<p>Less than 5 assignments/ projects = <b>4 points</b></p> <p>6 – 8 assignments/projects = <b>8 points</b></p>	<p><b>(40 Points)</b></p>



	<p>specifically the number and size of organisations where service was rendered in specific sectors in government and areas of expertise.</p> <p><b>Letters of Experience</b></p> <p><u>Bidder should include reference letters on a client's letterhead and MUST include:</u></p> <ol style="list-style-type: none"> <li>1. Company name</li> <li>2. Contact person and contact telephone numbers</li> <li>3. The letter must be signed by a duly authorized person</li> <li>4. Reference letters MUST indicate the period when the project was executed.</li> <li>5. Type and quality of final work delivered.</li> </ol> <p>(NB: PPSA reserves the right to verify any information provided)</p>	<p>9 - 10 assignments/ projects =<b>12 points</b></p> <p>11-12 assignments/ projects =<b>16 points</b></p> <p>12 or more assignments/ projects =<b>20 points</b></p> <p>0 letters=<b>0 points</b></p> <p>1 to 3 letters=<b>5 points</b></p> <p>3 to 5 letters= <b>10 points</b></p> <p>5 to 6 letters= <b>15 points</b></p> <p>More than 6 letters=<b>20 points</b></p>	
	<p><b><u>Bidders's accreditation</u></b></p> <p><b>Registration/ certification by local and/or internationally recognised professional body(ies) in the identified industry/ field of expertise</b></p> <p><b>NB: Attach certified copies of proof of registration/ accreditation with relevant professional body(ies)</b></p>	<p>No registration/ certification = <b>0 point</b></p> <p>Registration/Certification/ accreditation by one relevant local Professional body = <b>3 points</b></p> <p>Registration/ certification/accreditation with more than one relevant local Professional bodies= <b>6 points</b></p> <p>Registration/Certification/ accreditation by one relevant local AND internationally recognised Professional body =<b>8 points</b></p> <p>Registration/ certification/accreditation with more than one relevant local AND internationally recognised Professional bodies= <b>10 points</b></p>	<b>(10 Points)</b>
	<b>TOTAL</b>		<b>100</b>

**Panel 2: Specialist investigation and digital forensic services evaluation criteria:**

The evaluation of bidder's responses is based on the following scores of the proposals.

**Table for specialist investigation and digital forensic services evaluation**

NO	EVALUATION CRITERIA	SCORING GUIDELINCE	POINTS
	<p><b><u>Bidders experience</u></b></p> <p>Bidders must possess and demonstrate a working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector, in particular of the following:</p> <ul style="list-style-type: none"> <li>(1) The Constitution of the Republic of South Africa, 1996;</li> <li>(2) The Public Protector Act, 1994 and Public Protector Rules;</li> <li>(3) Chapters 12 and 14 of the National Development Plan: Vision 2030 ;</li> <li>(4) Public finance management and governance; and</li> <li>(5) Public/ State Administration</li> </ul>	<p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any one (1) of the requirements = <b>2 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any two (2) of the requirements = <b>4 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any three (3) of the requirements = <b>6 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any four (4) of the requirements = <b>8 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in all five (5) of the requirements = <b>10 points</b></p>	<p><b>(10 points)</b></p>

	<p><b><u>Formal / Academic Qualification(s)</u></b></p> <p>Bidders must provide a full <i>Curriculum Vitae</i> or profile of Resources/Individuals/ Key personnel which should detail amongst others the following:</p> <ul style="list-style-type: none"> <li>• Full Name</li> <li>• Postal Address</li> <li>• Contact details (mobile number, landline number and email address)</li> <li>• Educational Qualifications</li> <li>• Professional Body Registration</li> <li>• <b>To indicate extensive experience/ work history/ information to demonstrate adequately/ prove specific and/or related proficiency and working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector</b></li> <li>• The PPSA reserves the right to verify any information contained in the Curriculum Vitae or profile.</li> </ul>	<p>No evidence = <b>0 point</b></p> <p>NQF Level 6: National Diploma or an Advanced Certificate relevant to subject matter area(s) = <b>5 points</b></p> <p>NQF 7: B-degree relevant to subject matter area(s) = <b>10 points</b></p> <p>NQF 8: B-degree or Honours relevant to subject matter area(s) = <b>15 points</b></p> <p>NQF 9: Masters' degree/ M-Professional = <b>20 points</b></p>	<p><b>(20 Points)</b></p>
	<p><b><u>Bidder's Experience</u></b></p> <p>Bidders should indicate the number of years of experience of carrying out investigations and/or digital forensic services for other professional bodies or similar public institutions, including investigations into complex fraud, corruption and Public sector financial mismanagement, public sector supply chain management irregularities, maladministration and misconduct.</p>	<p>5 -8 Years= <b>5 points</b></p> <p>Up to 8-10 Years= <b>10 points</b></p> <p>Up to 10-12 Years= <b>15 points</b></p> <p>More than 12 Years= <b>20 points</b></p>	<p><b>(20 Points)</b></p>
	<p><b><u>Bidders Track Record</u></b></p> <p>Track record where similar services required by this bid, were successfully conducted- listing the services received, indicating client's satisfaction with the delivery of the services, and the period of the</p>	<p>Less than 5 assignments/ projects = <b>3 points</b></p>	<p><b>(15 Points)</b></p>

	<p>contract i.e. Start and end date of contract.</p> <p><b>Notes:</b> Bidders should provide references of similar work done (on the referee's company letterhead).The information required must include the following reference details:</p> <ul style="list-style-type: none"> <li>•Client name and contact details.</li> <li>•Project scope.</li> <li>•Contactable reference letters and/or attendance registers confirming successful provisioning of specialist investigation and/ or digital forensic services. The reference letters and/or attendance registers should not be older than five (5) years.</li> </ul> <p><b>(NB: PPSA reserves the right to verify any information provided)</b></p>	<p>6 – 8 assignments/projects = <b>6 points</b></p> <p>9 - 10 assignments/ projects =<b>9 points</b></p> <p>11-12 assignments/ projects =<b>12 points</b></p> <p>12 or more assignments/ projects =<b>15 points</b></p>	
	<p><b><u>Methodology &amp; Approach</u></b></p> <p>Bidder(s) are required to demonstrate a comprehensive, thorough, and insightful methodology and approach for providing specialist investigations - or digital forensic investigation services in the public sector.</p> <p><b>Notes:</b> The Service Provider must provide a proposal on the proposed methodology, clearly outlining and explaining the methodology that will be used to conduct investigations or digital forensic investigations on behalf of the PPSA (no textbook explanation) stipulate the approach and provide a step-by-step explanation of the proposed process.</p>	<p>Task not well understood= <b>3 points</b></p> <p>Limited information provided on the methodology and approach= <b>6 points</b></p> <p>Basic methodology and approach= <b>9 points</b></p> <p>Detailed methodology and approach= <b>12 points</b></p> <p>Comprehensive, thorough, and insightful methodology and approach= <b>15 points</b></p>	<b>(15 Points)</b>
	<p><b><u>Skills and competencies</u></b></p> <ul style="list-style-type: none"> <li>• Specialised knowledge of effective investigation and interview techniques and protocols in public administration.</li> <li>• Advanced proficiency in Audit and Digital Forensic Investigations</li> <li>• Well-developed knowledge and skills of legal drafting and reporting procedures.</li> </ul>	<p>Bidder demonstrates requisite skill and competency in relation to any one (1) of the above requirements =<b>2 points</b></p> <p>Bidder demonstrates requisite skill and competency in relation to two (2) of the above requirements =<b>4 points</b></p>	<b>(10 Points)</b>

	<ul style="list-style-type: none"> <li>• Well-developed research methodology.</li> <li>• Demonstrated Knowledge and Experience of project management.</li> <li>• Specialised knowledge and experience of alternative dispute</li> </ul>	<p>Bidder demonstrates requisite skill and competency in relation to three (3) of the above requirements = <b>6 points</b></p> <p>Bidder demonstrates requisite skill and competency in relation to four(4) <b>of the above</b> requirements =<b>8 points</b></p> <p>Bidder demonstrates requisite skill and competency in relation to five (5)or more above requirements =<b>10 points</b></p>	
	<p><b><u>Bidders's accreditation</u></b></p> <p>Registration/ certification by local and/or internationally recognised professional body(ies) in the identified industry/ field of expertise</p> <p><b>NB:</b> Attach certified copies of proof of registration/ accreditation with relevant professional body(ies)</p>	<p>No registration/ certification = <b>0 point</b></p> <p>Registration/Certification/ accreditation by one relevant local Professional body = <b>3 points</b></p> <p>Registration/certification/accreditation with more than one relevant local Professional bodies = <b>6 points</b></p> <p>Registration/Certification/ accreditation by one relevant local AND internationally recognised Professional body =<b>8 points</b></p> <p>Registration/certification/accreditation with more than one relevant local AND internationally recognised Professional bodies = <b>10 points</b></p>	<b>(10 Points)</b>
<b>TOTAL</b>		<b>100</b>	

**Panel 3: Training and development service providers evaluation criteria:**

The evaluation of bidder's responses is based on the following weighting of the proposals.

**Table for Training and development service providers evaluation**

NO	EVALUATION CRITERIA	SCORING GUIDELINCE	POINTS
	<p><b><u>Bidders experience</u></b></p> <p>Bidders must possess and demonstrate a working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector, in particular of the following:</p> <ul style="list-style-type: none"> <li>(1) The Constitution of the Republic of South Africa, 1996;</li> <li>(2) The Public Protector Act, 1994 and Public Protector Rules;</li> <li>(3) Chapters 12 and 14 of the National Development Plan: Vision 2030 ;</li> <li>(4) Public finance management and governance; and</li> <li>(5) Public/ State Administration</li> </ul>	<p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any one (1) of the requirements = <b>2 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any two (2) of the requirements = <b>4 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any three (3) of the requirements = <b>6 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in any four (4) of the requirements = <b>8 points</b></p> <p>Bidder has experience and working knowledge of the mandate and functions and contextual knowledge of the public sector in all five (5) of the requirements = <b>10 points</b></p>	<p><b>(10 Points)</b></p>

	<p><b><u>Formal / Academic Qualification(s)</u></b></p> <p>Bidders must provide a full <i>Curriculum Vitae</i> or profile of Resources/Individuals/ Key personnel which should detail amongst others the following:</p> <ul style="list-style-type: none"> <li>• Full Name</li> <li>• Postal Address</li> <li>• Contact details (mobile number, landline number and email address)</li> <li>• Educational Qualifications</li> <li>• Professional Body Registration</li> <li>• <b>To indicate extensive experience/ work history/ information to demonstrate adequately/ prove specific and/or related proficiency and working knowledge of the mandate and functions of the Public Protector, as well as a contextual knowledge of the public sector</b></li> <li>• The PPSA reserves the right to verify any information contained in the Curriculum Vitae or profile.</li> </ul>	<p>No evidence = <b>0 point</b></p> <p>NQF Level 6: National Diploma or an Advanced Certificate relevant to subject matter area(s) = <b>5 points</b></p> <p>NQF 7: B-degree relevant to subject matter area(s) = <b>10 points</b></p> <p>NQF 8: B-degree or Honours relevant to subject matter area(s) = <b>15 points</b></p> <p>NQF 9: Masters' degree/ M-Professional = <b>20 points</b></p>	<p><b>(20 Points)</b></p>
	<p>Bidder's Industry experience of working, consulting, training or doing research related to the selected training and development disciplines/ themes as per the scope of work</p> <p><b>Notes:</b> Bidders must provide a full <i>Curriculum Vitae</i> or profile of Resources/Individuals/ Key personnel which should detail amongst others the following:</p> <ul style="list-style-type: none"> <li>• Full Name</li> <li>• Postal Address</li> <li>• Contact details (mobile number, landline number and email address)</li> <li>• Educational Qualifications</li> <li>• Professional Body Registration</li> <li>• <b>To indicate extensive experience/ work history/ information in relation to the specific identified training and development disciplines that the service provider is bidding for.</b></li> <li>• <b>NB: Attach certified copies of qualifications and ID</b></li> </ul>	<p>Five (5) to Six (6) Years = <b>4 points</b></p> <p>Seven (7) to eight (8) Years = <b>8 points</b></p> <p>Nine (9) to Ten (10) Years = <b>12 points</b></p> <p>Eleven (11) to Twelve (12) Years = <b>16 points</b></p> <p>More than Twelve 12 Years = <b>20 points</b></p>	<p><b>(20 Points)</b></p>

	<p><b><u>Track record and experience</u></b></p> <p>Service provider profile, track record and experience in successfully designing, developing, and conducting training and development initiatives - completed in the past five (5) years.</p> <p><b>Notes:</b> Bidders should provide references of similar work done (on the referee's company letterhead). The information required must include the following reference details:</p> <ul style="list-style-type: none"> <li>• Client name and contact details.</li> <li>• Project scope.</li> <li>• Contactable reference letters and/or attendance registers confirming successful training and development provided. The reference letters and/or attendance registers should not be older than five (5) years.</li> </ul> <p><b>(NB: PPSA reserves the right to verify any information provided)</b></p>	<p>Less than 5 assignments/projects= <b>4 points</b></p> <p>5 – 8 assignments/projects= <b>8 points</b></p> <p>9 - 10 assignments/ projects= <b>12 points</b></p> <p>11-12 assignments/ projects= <b>14 points</b></p> <p>12 or more assignments/ projects= <b>20 points</b></p>	<b>(20 Points)</b>
	<p><b><u>Ability/ capacity/methodology</u></b></p> <p>Provide in detail the proposed approach, methodology and tools and how they will assist the PPSA in achieving the objectives of the scope of work provided, which <u>must</u> be aligned to the relevant unit standard.</p> <p><b>Notes:</b> The Service Provider must provide a proposal on the proposed methodology, clearly outlining and explaining the methodology and technical approach in providing training and development initiatives</p>	<p>Task not well understood= <b>4 points</b></p> <p>Limited information provided on the methodology and approach= <b>8 points</b></p> <p>Basic methodology and approach= <b>12 points</b></p> <p>Detailed methodology and approach= <b>16 points</b></p> <p>Comprehensive, thorough, and insightful methodology and approach= <b>20 points</b></p>	<b>(20 Points)</b>
	<p><b><u>Bidders's accreditation</u></b></p> <p>Added Advantage: Registration/ certification by local and/or internationally recognised professional body(ies) in the specific identified training and development disciplines.</p> <p><b>NB:</b> Attach certified copies of proof of registration/ accreditation with relevant professional body(ies)</p>	<p>No registration/ certification = <b>0 point</b></p> <p>Registration/Certification/ accreditation by one relevant local Professional body = <b>3 points</b></p> <p>Registration/certification/accreditation with more than one relevant local Professional bodies = <b>6 points</b></p>	<b>(10 Points)</b>



	Registration/Certification/ accreditation by one relevant local AND internationally recognised Professional body <b>=8 points</b>  Registration/certification/accreditation with more than one relevant local AND internationally recognised Professional bodies <b>= 10 points</b>	
	<b>TOTAL</b>	<b>100</b>

**The minimum qualifying score for functionality is 60 points. All bids that fail to achieve the minimum qualifying score on functionality shall not be considered to form part of the panel and/or subpanels.**

## PART B: CONDITIONS OF BID

### 11. COMPANY PROFILE (WHERE APPLICABLE)

- 11.1. 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:
- 11.1.1 Personnel complement, divided into –
  - 11.1.2 Management personnel;
  - 11.1.3 Supervisors; and
  - 11.1.4 Workers. Full time: ..... Part time: .....
- 11.2. Composition in terms of shareholding.
- 11.3. Address of Head Office.
- 11.4. Addresses of regional offices/branches
- 11.5. Bidders to indicate date from when the company commenced its operations.
- 11.6. Bidders to indicate their company financial position i.e. annual turnover.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.

### 12. Other bid requirements

- 12.1. The PPSA reserves the right to disqualify any bidder who does not comply with any one or more of the required information as indicated below:
- 12.2. If the bidder/s submit their bids without all the data and information requested.
- 12.3. Proposal that did not submit mandatory documents stipulated in the RFP document;
- 12.4. Proposal that fails to comply with the specification.
- 12.5. 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.
- 12.6. Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
- 12.7. Bidders who receive information not available to other potential bidders through fraudulent means.
- 12.8. Service providers must declare any interest it has in an assignment.
- 12.9. In the event that any conflict of interest is discovered during the assignment, PPSA reserves the

right to summarily cancel the agreement and demand that all information, documents and property of PPSA be returned forthwith.

12.10. Price quoted on specific assignments should include VAT and disbursements.

**13. PPSA reserve the right:**

13.1. Not to award or cancel this bid at any time

13.2. 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.

13.3. To award in part or in full.

13.4. To award this bid to one or more bidders.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the 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.

13.10. 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.

13.11. The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response.

13.12. 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.

13.13. No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.

13.14. Any enquiries must be referred, in writing, to the specified persons.

## **14. Undertakings by the Bidder**

- 14.1. By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 14.2. 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 RFP.
- 14.3. 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 RFP 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 RFP document read with the bid.
- 14.4. 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 RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 14.5. 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.
- 14.6. 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.

## **15. Contract period**

- 15.1. The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The provision of the expert services is for a period of three (3) years subject to annual review of service provider's performance.

## **16. General terms and conditions of contract**

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

## **17. Tax clearance certificate**

- 17.1. 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.
- 17.2. 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.

### 17.3. Implementation of the tax compliance status system

17.3.1 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:

17.3.2 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.

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

17.3.4 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.

17.4. 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.

17.5. 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.

17.6. 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.

## 18. Counter Conditions

18.1. 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.

## 19. Fronting

19.1. The PPSA support the Broad Black Based Economic Empowerment and recognizes 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.

19.2. 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 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.

## **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 contract management framework for the subsequent engagement of service providers on the panel for the provisioning or rendering of legal services required by the PPSA, comprises the delivery partner (service provider) appointment letter, the relevant Service Level Agreement, PPSA Litigation Protocols and Litigation Strategy, as well as the PPSA Supply Chain Management Procedure Manual.
- 20.3. 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.
- 20.4. 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. Screening**

- 21.1. 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.

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

- 22.1. 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")
- 22.2. 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;
- 22.3. 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;

- 22.4. 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.
- 22.5. 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;
- 22.6. 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;
- 22.7. 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;
- 22.8. Has in the past engaged in any matter referred to above; or
- 22.9. 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.

### **23. Misrepresentation**

- 23.1. 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.
- 23.2. 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.

### **24. Preparation costs**

- 24.1. 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.

### **25. Indemnity**

- 25.1. 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.

## **26. Precedence**

- 26.1. 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.

## **27. Limitation of liability**

- 27.1. 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.

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

- 28.1. 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.

## **29. Governing Law**

- 29.1. 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.

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

- 30.1. 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.

## **31. Confidentiality**

- 31.1. 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.
- 31.2. 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.

- 31.3. Some of the information contained in this document may be of a confidential nature and must only be used for purposes of responding to this bid. This confidentiality clause extends to bidder's partners and/ or implementation agents, whom you may decide to involve in preparing a response to this bid.
- 31.4. For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 31.5. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of the PPSA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 31.6. The receiving party shall take all such steps as may be reasonably necessary to prevent the PPSA confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the PPSA shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 31.7. Any documentation, software or records relating to confidential information of the PPSA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
  - 31.7.1 Shall be deemed to form part of the confidential information of the PPSA,
  - 31.7.2 Shall be deemed the property of the PPSA;
  - 31.7.3 Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 31.7.4 Shall be surrendered to the PPSA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

## **32. Proposal documents**

- 32.1. No bids submitted by Facsimile, telegram, email will be considered. 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.

- 32.2. 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.**
- 32.3. Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**
- 32.4. All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 32.5. Proposals must be compiled in the following manner:
  - 32.5.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copies (on CD)
  - 32.5.2 Two (2) copies of the proposal (marked 'copy') must be submitted;
  - 32.5.3 All Annexures, company profiles, CV's, shall form part of the '**ORIGINAL**' as well as the '**COPY**' proposals.
  - 32.5.4 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:
    - 32.5.4.1 Name of bidder;
    - 32.5.4.2 Description of proposal;
    - 32.5.4.3 Bid / tender number;
    - 32.5.4.4 Closing date and time;
    - 32.5.4.5 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.
  - 32.5.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
  - 32.5.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

### **33. Consultation prior to submission of the bid documents**

- 33.1. 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
Ms N Malatji Mr Tiyani Thuketane	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	<a href="mailto:NomusaM@pprotect.org">NomusaM@pprotect.org</a>  <a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>

### 34. CLARIFICATIONS AND COMMUNICATION

- 34.1. Bidders are encouraged to submit clarification questions in writing to Public
- 34.2. Protector South Africa (PPSA) officials mentioned above not later than **11H00 on the 19 July 2024** No further questions will be entertained after this period.
- 34.3. The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 34.4. 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.
- 34.5. 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.
- 34.6. PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 34.7. 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.
- 34.8. 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).
- 34.9. 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.
- 34.10. 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.

**35. BIDDER DECLARATION**

The bidder hereby declares the following:

We confirm that \_\_\_\_\_ (Bidder’s Name) will:

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- h. 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 may invalidate your tender submission!**

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# GENERAL CONDITIONS OF CONTRACT

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## General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.
  - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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.
  - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
  - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
  - 1.20 "Project site," where applicable, means the place indicated in bidding documents.
  - 1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government 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](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.



## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 5.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

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

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its

other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (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 suppliers or persons prohibited from doing business with the public sector.
- 23.7 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.

## **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing

right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

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

## **33 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

**ANNEXURE – A**

Item	DESCRIPTION	UNIT	GENERAL	ATTORNEY	CANDID
<b>A</b>	<b>CONSULTATIONS, APPEARANCES, CONFERENCES, AND INSPECTIONS:</b>				
			R	R	R
<b>A - 01</b>	Consultation with a client and witnesses to institute or defend an action, for advice on evidence or commission, for obtaining an opinion or advocate's guidance in preparing pleadings, incl. exceptions, and to draft a petition or affidavit.	Per 15 min*		388.00	120.50
<b>A - 02</b>	Consultation to note, prosecute or defend an appeal	Per 15 min*		388.00	120.50
<b>A - 03</b>	Court attendance at proceedings in terms of Rule 37	Per 15 min*		388.00	
<b>A - 04</b>	Attendance by an attorney, where necessary to assist at a contested proceeding	Per 15 min*		388.00	120.50
<b>A - 05</b>	Conference with an advocate on pleadings, incl. exceptions and particulars to pleadings, applications, affidavits and testimony, and any other matter which the taxing officer may deem necessary	Per 15 min*		388.00	120.50
<b>A - 06</b>	Any other conference which the taxing officer may deem necessary	Per 15 min*		388.00	120.50
<b>A - 07</b>	Any inspection <i>in situ</i> , or otherwise	Per 15 min*		388.00	120.50
<b>A - 08</b>	Attending to give or take disclosure	Per 15 min*		388.00	120.50
<b>A - 09</b>	Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not already provided for	Per 15 min*		388.00	120.50
<b>A-10</b>	Appearance by an attorney in the High Court or the performance by an attorney of any of the other functions of an advocate, in terms of the Right of Appearance in Courts Act No 62 of 1995).	Per 15 min*		700.00	
<b>B</b>	<b>DRAFTING AND DRAWING: (INCLUSIVE TARIFF OF THE ORIGINAL ONLY: DRAWING-UP, CHECKING, TYPING, PRINTING, DELIVERY, POSTAGE, FILING)</b>				
<b>B - 01</b>	Formal statement in a litigation matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, statements of witnesses, powers of attorney to sue or defend, formal documents and summonses, prescribed forms in the First Schedule of the High Court Rules <i>Excluding: particulars of claim in an annexure to the summons</i>	Per page	156.50		
<b>B - 02a</b>	Instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same as well as exceptions.	Per page	388.00		
<b>B - 02b</b>	Instruction to advocate in respect of all classes of pleadings	Per page	388.00		
<b>B - 02c</b>	A petition, exception or affidavit, any notice, particulars of claim or annexure to the summons, opinion of the attorney or any other important document not otherwise provided for.	Per page	388.00		



	<i>Excluding: a formal notice</i>			
<b>B - 03</b>	Letters, facsimiles, and electronic mail: including drawing up, checking, typing, printing, scanning, delivery, postage, posting and transmission thereof.	Per page	156.50	
<b>NOTE</b>	<i>Particulars of dispatched letters, telegrams and facsimiles need not be specified in a bill of costs. The number of letters written must be specified, as well as the total amount charged. The legal advisor may inspect the papers should the correctness of the Item be disputed.</i>			

<b>C ATTENDANCE AND PERUSAL:</b>				
<b>C - 01</b>	Attending the receipt, entry, perusing, considering, and filing of:			
<b>C - 01a</b>	Summons, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document	Per page	78.00	
<b>C - 01b</b>	Any formal letter, record stock sheet in voluntary surrenders, judgements or any material document not elsewhere specified	Per page	78.00	
<b>C - 01c</b>	Any plan or exhibit or other material document necessary for the conduct of the action	Per page	78.00	
<b>C - 02</b>	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal	Per 15 min*		388.00 120.50
<b>NOTE</b>	<i>Particulars of received papers need not be specified In the statement of account. The number of papers and pages received, as well as the total amount charged therefor, must be spec/Red. The legal advisor or any relevant person within PPSA may inspect the papers received If the correctness of the item Is disputed.</i>			
<b>D MISCELANEOUS:</b>				
<b>D - 01</b>	Making necessary copies, including photocopies, not already provided for in this tariff	Per A4 Page	6.00	
<b>D - 02</b>	Attending to arrange translation and thereafter to procure same	Per 15 min*		388.00 120.50
<b>D - 03</b>	Necessary telephone calls, excluding actual costs	Per 5 min*		130.00 40.00
<b>D - 04</b>	Sending facsimile letters, excluding actual costs	Per Page	132.00	
<b>E STATEMENT OF ACCOUNT/ BILL OF COSTS/ EXECUTION:</b>				
<b>NOTE</b>	<i>In connection with the statement of account for services rendered by an attorney, the attorney shall not be entitled to charge a fee for drawing the statement of account</i>			
<b>E-01</b>	Drafting, issue and execution of a Warrant/Writ of Execution and attendances in connection therewith, excluding sheriffs' fees.		772.00	
<b>E-02</b>	Reissue of Writ of Execution.		194.00	
<b>F DISBURSEMENTS</b>				
<b>F-01</b>	Necessary Sheriff's fees or like process (edictal citation). Necessary advertisement costs pursuant to the grant of a substituted service order.		As set out in applicable statutory tariffs	

F-02	Travel		Tariff for Vehicle Class as per Department of Transport guidelines		
F-03	Necessary air travel		Economy class		
F-04	Necessary allowance for accommodation		Maximum allowable rates for the domestic accommodation and meals Issued by National Treasury for Travelers on Official Government Business		
F-05	Subsistence allowance		Not payable		
F-06	Toll road fees to the extent that these were reasonably necessary		Actual out of pocket expenses		
F-07	Data usage for trial conducted by virtual means		R138.00		
F-08	Data usage for court appearance for incidental professional services by virtual means		R68.00		