

**GAUTENG FILM COMMISSION**

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REQUEST FOR QUOTATION (RFQ)

**FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO PROVIDE SPECIALISED CORPORATE INVESTIGATION SERVICES
INTO ALLEGED BREACHES OF CONFIDENTIALITY AND UNAUTHORISED RETENTION OF
SENSITIVE GFC INFORMATION**

CONFIDENTIAL — STRICTLY PRIVATE AND CONFIDENTIAL

RFQ Reference Number	GFC/RFQ/CSI/2026/09
Date Issued	21 September 2026
Closing Date and Time	28 September 2026, 23h59 (SAST)
Enquiries	Fika Mathe — fikam@gautengfilm.org.za



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1. PURPOSE

The Gauteng Film Commission (hereinafter referred to as 'the GFC') invites quotations from suitably qualified, experienced, and legally compliant Corporate Investigation Service Providers to undertake a comprehensive and discreet investigation into alleged breaches of confidentiality, unauthorised disclosure of sensitive GFC information, and the unlawful retention and/or distribution of proprietary, confidential, and/or trade secret information by identified employees within the organisation.

The purpose of this assignment is to:

- Establish factual evidence, on a balance of probabilities, regarding the alleged misconduct;
- Identify the extent of the breach, including the nature of information compromised, recipients of such information, and any collusion or complicity;
- Gather legally admissible evidence in accordance with South African law to support potential disciplinary, civil, and/or criminal proceedings;
- Ensure full compliance with the Protection of Personal Information Act 4 of 2013 (POPIA), the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 (RICA), the Labour Relations Act 66 of 1995 (LRA), the Constitution of the Republic of South Africa, 1996, and all other applicable legislation;
- Maintain the utmost discretion, confidentiality, and operational security throughout the investigation to protect the integrity of the process, the rights of affected individuals, and the reputation of the GFC.

2. SCOPE OF WORK

The appointed service provider will be required to conduct a comprehensive, independent, and legally compliant investigation into alleged breaches of confidentiality and the unauthorised disclosure of sensitive GFC information by identified employee(s). The scope encompasses, but is not limited to, the following areas of investigation:

- Digital forensic examination of GFC-issued electronic devices, email accounts, network access logs, cloud storage accounts, and removable media (where legally permissible and authorised);
- Document analysis, including review of employment contracts, confidentiality agreements, non-disclosure agreements (NDAs), GFC policies, and relevant internal correspondence;
- Covert and overt intelligence gathering, surveillance (where legally justified and proportionate), and background verification;
- Structured interviews with complainants, witnesses, and the subject(s) of the investigation, conducted in accordance with fair labour practice principles;
- Identification of external parties who may have received or accessed confidential information;
- Assessment of potential data breaches and recommendations for remediation;

- Preparation of a comprehensive, legally defensible investigation report with supporting evidence.

3. TERMS OF REFERENCE / SPECIFICATIONS

3.1 Investigation Methodology and Approach

- Develop and submit a detailed investigation plan and methodology within 48 (forty-eight) hours of appointment, subject to the GFC's written approval;
- Conduct the investigation objectively, impartially, and independently, free from any actual or perceived conflict of interest;
- Apply recognised forensic investigation standards and best practices, including but not limited to the Association of Certified Fraud Examiners (ACFE) standards, International Organisation for Standardisation (ISO) guidelines where applicable, and the Code of Good Practice: Dismissal (Schedule 8 of the LRA);
- Utilise a proportionate and least-intrusive approach, ensuring that investigative methods are justified by the severity of the alleged misconduct and the potential risk to the GFC;
- Maintain a clear chain of custody for all physical and digital evidence, with comprehensive logging, hashing, and secure storage;
- Ensure all evidence is gathered in a manner that renders it admissible in disciplinary hearings, the Commission for Conciliation, Mediation and Arbitration (CCMA), the Labour Court, and/or criminal proceedings.

3.2 Legal and Regulatory Compliance

The service provider shall ensure strict compliance with all applicable South African legislation, including but not limited to:

- The Protection of Personal Information Act 4 of 2013 (POPIA) — including lawful processing conditions, information security safeguards, data subject rights, and mandatory operator agreements;
- The Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 (RICA) — prohibiting unlawful interception of communications without judicial authorisation or consent;
- The Labour Relations Act 66 of 1995 (LRA) — ensuring procedural fairness, the right to representation, and adherence to the Code of Good Practice: Dismissal;
- The Constitution of the Republic of South Africa, 1996 — respecting the rights to privacy (Section 14), dignity (Section 10), and fair labour practices (Section 23);
- The Basic Conditions of Employment Act 75 of 1997 (BCEA) and the Employment Equity Act 55 of 1998 (EEA);
- The Cybercrimes Act 19 of 2020 — regarding unlawful access, interception, and data interference;

- The Prevention and Combating of Corrupt Activities Act 12 of 2004 — where corruption or bribery is suspected;
- The Private Security Industry Regulation Act 56 of 2001 (PSIRA) — requiring all investigators and investigative activities to be conducted by registered and licensed practitioners.

3.3 Discretion and Confidentiality Protocols

Given the sensitive nature of this investigation, the service provider shall implement and maintain the highest standards of discretion and confidentiality, including:

- All investigation-related activities, communications, findings, and identities of subjects, witnesses, and complainants shall be treated as strictly confidential;
- The service provider shall assign a dedicated, discreet project team with appropriate security clearances and shall not subcontract any portion of the investigation without the GFC's prior written consent;
- All physical documents shall be stored in locked, access-controlled facilities; all digital evidence shall be encrypted (AES-256 or equivalent) and stored on secure, access-controlled servers;
- The service provider shall utilise covert methods of engagement where necessary to avoid alerting the subject(s) of the investigation prematurely;
- No information regarding the investigation shall be disclosed to any third party, including other employees, media, or regulatory bodies, without the GFC's express written authorisation, except where required by law;
- The service provider shall ensure that all investigators sign individual confidentiality undertakings and non-disclosure agreements prior to commencement;
- All verbal and written communications with the GFC shall be conducted through designated, secure channels as agreed with the GFC Project Manager.

3.4 Digital Forensics and Evidence Handling

- Conduct forensic imaging of relevant electronic devices and storage media using industry-standard tools (e.g., EnCase, Cellebrite, X-Ways, or equivalent) to preserve evidentiary integrity;
- Perform keyword searches, metadata analysis, email reconstruction, internet history review, and deleted file recovery within the bounds of lawful authority;
- Analyse network logs, access control records, cloud storage synchronisation logs, and removable media usage where relevant and legally permissible;
- Document the chain of custody for all digital evidence, including timestamps, hash values (MD5/SHA-256), and handler identities;
- Ensure that any monitoring or surveillance of GFC systems is conducted in accordance with the GFC's acceptable use policy and applicable law, with due regard for employee privacy rights;
- Prepare digital evidence in a format suitable for presentation in disciplinary and legal proceedings.

3.5 Interview and Witness Management

- Conduct structured, legally compliant interviews with complainants, witnesses, and the subject(s) of the investigation;
- Advise interviewees of the purpose of the interview, their rights (including the right to a union representative or fellow employee in terms of the LRA where applicable), and the confidential nature of the proceedings;
- Obtain written statements, preferably in affidavit form, from all relevant parties;
- Assess credibility, identify corroborating or contradictory evidence, and evaluate the demeanour of interviewees;
- Ensure that interviews with the alleged subject(s) are conducted last, after all documentary and witness evidence has been gathered, to enable effective testing of responses;
- Maintain detailed interview logs, including dates, times, locations, attendees, and summaries of evidence provided.

3.6 Reporting and Documentation

- Provide a comprehensive investigation report setting out the scope, methodology, evidence analysed, findings of fact, legal analysis, and recommendations;
- Include all relevant annexures, such as witness statements, affidavits, photographic evidence, digital forensic reports, chain of custody documentation, and a comprehensive evidence index;
- Ensure that the report is objective, factual, and free from speculation or unsubstantiated conclusions;
- Provide an executive summary suitable for presentation to the Board of Directors, Audit Committee, or Executive Management;
- Highlight any identified systemic weaknesses, control deficiencies, or policy gaps that may have facilitated the breach;
- Provide recommendations regarding disciplinary action, civil litigation, criminal referral, and remedial measures to prevent recurrence.

4. DELIVERABLES

The successful service provider shall provide the following deliverables:

- Investigation Plan and Methodology: to be submitted within 48 hours of appointment;
- Interim Progress Reports: weekly or as agreed, provided in a secure, encrypted format;
- Comprehensive Investigation Report: a detailed, bound report including executive summary, findings of fact, evidence analysis, legal compliance assessment, and recommendations;
- Annexures and Evidence Bundle: all witness statements (affidavits where possible), digital forensic reports, chain of custody documentation, photographic evidence, and a complete evidence index;

- Presentation of Findings: oral presentation to the GFC's designated committee (e.g., Board, Audit Committee, or Executive Management) at a confidential, closed session;
- Remediation Recommendations: a separate confidential memorandum addressing policy gaps, control deficiencies, and proposed preventive measures;
- Data Return and Destruction Certificate: confirmation of the return or secure destruction of all GFC data and evidence upon conclusion of the assignment, in accordance with POPIA.

5. PERIOD OF PERFORMANCE

The assignment must be completed within four (4) weeks from the date of appointment, unless otherwise agreed in writing by the GFC. The service provider shall adhere to the approved investigation plan and timelines. Any extension must be requested in writing and justified with compelling reasons, subject to the GFC's written approval.

6. PROJECT MANAGEMENT

The GFC Project Manager or delegated official shall:

- Provide relevant documentation, policies, and system access (where legally permissible);
- Facilitate introductions to key internal stakeholders and witnesses;
- Monitor progress against agreed timelines and milestones;
- Review and approve deliverables;
- Serve as the single point of contact for all investigation-related communications.

7. SERVICE PROVIDER RESPONSIBILITIES

The appointed service provider shall:

- Adhere to all applicable professional, ethical, and legal standards governing corporate investigations in South Africa;
- Maintain strict confidentiality and discretion in respect of all information obtained during the assignment, both during and after the termination of the agreement;
- Ensure that all investigators assigned to the matter are duly registered with PSIRA and possess the necessary skills, qualifications, and experience;
- Hold and maintain comprehensive professional indemnity insurance and fidelity insurance covering the duration of the assignment;
- Apply recognised forensic and investigative best practices, ensuring objectivity, independence, and professional integrity throughout the project;

- Comply fully with POPIA, including the execution of a written Operator Agreement (Annexure B) prior to processing any personal information;
- Notify the GFC immediately upon becoming aware of any security compromise, data breach, or unauthorised disclosure of investigation-related information;
- Refrain from any conduct that may compromise the subject's rights, taint evidence, or expose the GFC to legal, reputational, or operational risk;
- Ensure that all evidence is preserved and handled in a manner that maintains its admissibility in legal and disciplinary proceedings;
- Not engage in any unlawful interception of communications, hacking, or unauthorised access to systems, and shall obtain all necessary legal authorisations prior to conducting any surveillance or interception activities.

8. PRICING SCHEDULE

Service providers are required to submit a detailed, itemised quotation, including but not limited to:

- Hourly or daily rates for lead investigators, digital forensic specialists, and support staff;
- Fixed fees for specific deliverables (e.g., digital forensic examination, report compilation, presentation);
- Disbursements and out-of-pocket expenses (e.g., travel, accommodation, forensic software licences, courier services);
- Total project cost, including a breakdown of all cost components;
- Proposed payment schedule linked to milestones and deliverables;
- Validity period of the quotation (minimum 60 days from closing date).

All prices must be quoted in South African Rand (ZAR) and must clearly indicate whether Value Added Tax (VAT) is included or excluded. The GFC's VAT Registration Number must be reflected on the tax invoice.

9. MANDATORY COMPLIANCE DOCUMENTS

The following documents must accompany the quotation. Failure to submit any of the required mandatory documentation may result in disqualification:

- Valid SARS Tax Compliance Status PIN or Tax Clearance Certificate;
- Valid B-BBEE Certificate or Sworn Affidavit (in accordance with the B-BBEE Act 53 of 2003 and applicable Codes of Good Practice);
- Central Supplier Database (CSD) Registration Report;
- Companies and Intellectual Property Commission (CIPC) Registration Certificate or equivalent legal entity documentation;

- Proof of Banking Details (verified bank letter or cancelled cheque);
- PSIRA Registration Certificate for the service provider entity and all individual investigators who will be assigned to the matter;
- Completed and signed SBD 4 and SBD 6.1 Forms (or equivalent disclosure and preference forms);
- Signed Non-Disclosure Agreement (Annexure A);
- Signed POPIA Operator Agreement (Annexure B);
- Service provider's company profile detailing relevant experience in corporate investigations, forensic services, and employee misconduct matters;
- Curriculum Vitae(s) of the proposed investigation team, including PSIRA registration numbers, qualifications, and relevant experience;
- At least three (3) contactable references from previous clients for similar corporate investigation assignments (confidentiality permitting).

10. EVALUATION CRITERIA

Quotations received will be evaluated in accordance with the Preferential Procurement Policy Framework Act (PPPFA) 5 of 2000, as amended, and applicable procurement regulations. The evaluation will be based on the following criteria:

Criteria	Weighting	Description
Price	80 points	Total cost of service, including all fees, disbursements, and VAT.
Specific Goals	20 points	Allocation in accordance with the GFC's approved Preferential Procurement Policy, including B-BBEE status level contribution, local production/content, and other applicable specific goals.
TOTAL	100 points	

Note: The GFC reserves the right to conduct presentations, site visits, or clarification meetings with shortlisted service providers prior to final award. The GFC is not obliged to accept the lowest-priced quotation.

11. SUBMISSION OF QUOTATIONS

All quotations must be submitted electronically in PDF format to:

- Email: fikam@gautengfilm.org.za
- Subject Line: 'RFQ – Corporate Investigation Services – [Service Provider Name] – [Closing Date]'
- Closing Date: 15 September 2026
- Closing Time: 23h59 (South African Standard Time)

Late submissions will not be accepted under any circumstances. Quotations must be valid for a minimum of sixty (60) days from the closing date. Service providers must ensure that all information submitted is accurate, complete, and truthful. The GFC reserves the right to verify any information provided and to disqualify service providers who submit fraudulent or misleading documentation.

12. ENQUIRIES

All enquiries relating to this RFQ must be directed in writing to the designated contact person listed below. Enquiries must be submitted no later than 48 hours prior to the closing date to allow sufficient time for a response.

- Name: Fika Mathe
- Designation: Acting Corporate Services Executive
- Email: fikam@gautengfilm.org.za
- Telephone: +27 73 556 3019 (enquiries via email are preferred for audit trail purposes)

13. UNAUTHORISED COMMUNICATION

Any communication with GFC officials regarding this RFQ, other than through the designated contact person listed above, may result in disqualification. Service providers are expressly prohibited from approaching any employee, director, or stakeholder of the GFC in relation to this RFQ outside of the formal procurement process. Any attempt to influence the evaluation process, including canvassing, collusion, or bribery, will result in immediate disqualification and may be reported to the relevant authorities.

14. GENERAL CONDITIONS

- The GFC reserves the right not to make an appointment and to cancel, withdraw, or amend this RFQ at any time prior to the award of contract, without liability;
- The GFC is not bound to accept the lowest-priced quotation or any quotation received;
- The successful service provider may be required to enter into a formal Service Level Agreement (SLA) and/or Professional Services Agreement, incorporating the terms of this RFQ;
- The GFC reserves the right to conduct due diligence, including reference checks, credit checks, and verification of qualifications and registrations;
- Service providers must disclose any actual or potential conflicts of interest. Failure to disclose a conflict of interest may result in disqualification;
- The GFC reserves the right to request additional information, clarification, or a presentation from any service provider;

- All intellectual property arising from the investigation, including reports, evidence, and documentation, shall vest in the GFC;
- The service provider shall indemnify and hold harmless the GFC against any claims, losses, damages, or liabilities arising from the service provider's negligence, misconduct, or unlawful actions during the performance of the services;
- This RFQ does not constitute an offer, and no contractual relationship shall arise until a formal written contract is executed;
- The successful service provider shall comply with all applicable occupational health and safety legislation and the GFC's safety policies when accessing GFC premises.

15. SPECIAL CONDITIONS RELATING TO DISCRETION AND CONFIDENTIALITY

In view of the highly sensitive nature of this investigation, the following special conditions shall apply and shall take precedence in the event of any conflict with other provisions:

- The investigation shall be conducted under a strict code-name or reference number. All files, correspondence, and evidence shall be labelled accordingly, without reference to the GFC name or the subject(s) of the investigation;
- The service provider shall ensure that all investigators, subcontractors, and support staff undergo security vetting and sign confidentiality undertakings prior to commencement;
- No investigator shall wear clothing, badges, or use vehicles that identify the investigation firm when attending GFC premises or conducting fieldwork;
- All meetings with the GFC shall be held at neutral, secure venues or via encrypted communication platforms;
- The service provider shall implement a 'need-to-know' protocol, restricting access to investigation materials to essential personnel only;
- In the event of an inadvertent disclosure or security breach, the service provider shall notify the GFC within 2 (two) hours and shall take immediate remedial action;
- Upon completion or termination of the assignment, the service provider shall return all original documents, destroy all copies (digital and physical), and provide a written destruction certificate within 7 (seven) days;
- The service provider acknowledges that any breach of confidentiality may cause irreparable harm to the GFC and agrees that the GFC shall be entitled to seek urgent injunctive relief, in addition to any other remedies available at law;
- The service provider shall not, without the GFC's prior written consent, use the GFC's name or the fact of the engagement for marketing, reference, or portfolio purposes;

- The service provider shall ensure that all electronic communications regarding the investigation are transmitted via encrypted email or secure file transfer protocols.



ANNEXURE A: NON-DISCLOSURE AGREEMENT (NDA) TEMPLATE

To be completed and signed by the service provider and all assigned investigators.

1. Definition of Confidential Information

'Confidential Information' means all information, whether written, oral, electronic, or visual, disclosed by the GFC to the Service Provider in connection with the investigation, including but not limited to: (a) the existence and scope of the investigation; (b) the identity of subjects, witnesses, and complainants; (c) all evidence, documents, and data obtained or generated; (d) investigation methodologies and findings; and (e) any other proprietary or sensitive information of the GFC.

2. Obligations of Confidentiality

The Service Provider agrees to: (a) hold all Confidential Information in strict confidence; (b) use Confidential Information solely for the purpose of performing the investigation; (c) not disclose Confidential Information to any third party without the GFC's prior written consent, except as required by law; and (d) protect Confidential Information with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

3. Exceptions

The obligations set forth herein shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully in the Service Provider's possession prior to disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is required to be disclosed by law, provided that the Service Provider gives prompt written notice to the GFC to allow for protective measures.

4. Return and Destruction

Upon completion or termination of the assignment, or upon the GFC's request, the Service Provider shall promptly return or destroy all Confidential Information and certify such destruction in writing.

5. Remedies

The Service Provider acknowledges that any breach of this Agreement may cause irreparable harm and that the GFC shall be entitled to seek injunctive relief and damages.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

7. Term

The obligations of confidentiality shall survive for a period of five (5) years from the date of disclosure or, with respect to trade secrets, for so long as such information remains a trade secret under applicable law.

Signed by Service Provider Representative: _____



Date: _____

Print Name: _____

Signed by and on behalf of the Gauteng Film Commission: _____

Date: _____

Print Name: _____



ANNEXURE B: OPERATOR AGREEMENT (POPIA COMPLIANCE)

In terms of Section 21 of the Protection of Personal Information Act 4 of 2013 (POPIA), the GFC (as Responsible Party) and the Service Provider (as Operator) hereby agree as follows:

1. Scope and Purpose

The Operator is authorised to process personal information solely for the purpose of conducting the corporate investigation into alleged breaches of confidentiality and unauthorised retention of sensitive GFC information, and for no other purpose.

2. Lawful Processing

The Operator shall process personal information only in accordance with the lawful processing conditions set out in Chapter 3 of POPIA, ensuring that processing is necessary, adequate, relevant, and not excessive.

3. Information Security

The Operator shall establish and maintain appropriate technical and organisational security measures, including: (a) encryption of data at rest and in transit (AES-256 or equivalent); (b) access controls and multi-factor authentication; (c) regular security assessments and penetration testing; (d) secure disposal procedures; and (e) incident response plans.

4. Confidentiality and Training

The Operator shall ensure that all personnel processing personal information are subject to confidentiality obligations and receive adequate training on POPIA compliance and data protection principles.

5. Sub-Processing

The Operator shall not engage sub-operators without the prior written authorisation of the Responsible Party. Any authorised sub-operator shall be bound by equivalent data protection obligations through a back-to-back written agreement.

6. Data Subject Rights

The Operator shall assist the Responsible Party in responding to data subject requests for access, correction, or deletion of personal information, as required by POPIA.

7. Breach Notification

The Operator shall notify the Responsible Party immediately, and in any event within 24 hours, upon becoming aware of any actual or suspected security compromise, data breach, or unauthorised access to personal information.

8. Audit and Inspection

The Operator shall cooperate with audits and inspections by the Responsible Party or the Information Regulator to verify compliance with POPIA.

9. Return and Deletion

Upon termination of this Agreement, the Operator shall return all personal information to the Responsible Party or securely destroy it, and provide written certification of destruction, unless retention is required by law.

10. Cross-Border Transfers

The Operator shall not transfer personal information outside the Republic of South Africa without the prior written consent of the Responsible Party and compliance with Section 72 of POPIA.

Signed by Operator Representative: _____ Date: _____

Print Name: _____

Signed by and on behalf of the Gauteng Film Commission (Responsible Party):

_____ Date: _____

Print Name: _____



ANNEXURE C: PRICING SCHEDULE

Service providers must complete all sections below. All amounts must be in South African Rand (ZAR) and must clearly indicate whether VAT is included or excluded.

Item	Description	Rate / Amount (ZAR)	Notes
1	Lead Investigator (per hour/day)		Specify rate and unit.
2	Digital Forensic Specialist (per hour/day)		Specify rate and unit.
3	Surveillance / Field Investigator (per hour/day)		Specify rate and unit.
4	Support Staff / Analyst (per hour/day)		Specify rate and unit.
5	Digital Forensic Software / Tool Licences		Itemise if applicable
6	Travel and Accommodation (estimated)		Attach breakdown
7	Courier / Secure Document Transfer		Itemise if applicable
8	Report Compilation and Presentation		Fixed fee or hourly
9	Disbursements and Out-of-Pocket Expenses		Attach detailed breakdown
10	Subtotal (Excl. VAT)		
11	VAT @ 15%		
12	TOTAL PROJECT COST (Incl. VAT)		

Payment Terms: [e.g., 30% upon appointment, 40% upon submission of interim report, 30% upon final delivery]

Validity of Quotation: This quotation shall remain valid for a minimum of sixty (60) days from the closing date of this RFQ.