

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (PUBLIC PROTECTOR SOUTH AFRICA)									
BID NUMBER:		PPSA/2024/25/RFQ05		CLOSING DATE: 10 JUNE 2024		CLOSING TIME:		11H00	
DESCRIPTION		APPOINTMENT OF SERVICE PROVIDER FOR PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES (PANEL OF ATTORNEYS AND COST CONSULTANTS) TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF SIX MONTHS.							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
Public Protector South Africa, 175 Lunnon Street, Hillcrest Office Park, Pretoria, 0083									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		Tiyani Thuketane			CONTACT PERSON		Nomusa Malatji		
TELEPHONE NUMBER		012 366 7252			TELEPHONE NUMBER		012 366 7079		
FACSIMILE NUMBER		N/A			FACSIMILE NUMBER		N/A		
E-MAIL ADDRESS		TiyaniT@pprotect.org			E-MAIL ADDRESS		NomusaM@pprotect.org		
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER		CODE				NUMBER			
CELLPHONE NUMBER									
FACSIMILE NUMBER		CODE				NUMBER			
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?								☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?								☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?								☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?								☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?								☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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:

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **PPSA/2024/BID001**

CLOSING TIME **11:00**

CLOSING DATE: **10 JUNE 2024**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

NB: BIDDERS MUST ACCEPT PPSA RATES BY SIGNING ON ANNEXURE A

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INC
------------	-------------	--

1. accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	-----days
.....	R.....	-----days
.....	R.....	-----days
.....	R.....	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
.....		
R.....		
.....		
R.....		
.....		
R.....		
.....		
R.....		

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			
R.....			
.....			
R.....			
.....			
R.....			
.....			
R.....			

TOTAL: R.....

6. Period required for commencement with project after
Acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which
adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

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 interest¹ 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

2.2 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:

.....

¹ 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

² 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.

SBD 6.1

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) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 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.)

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 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)
Historically Disadvantaged individual (HDI)		
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:

.....

.....

.....



APPOINTMENT OF SERVICE PROVIDER FOR PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES (PANEL OF ATTORNEYS AND COST CONSULTANTS) TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF SIX MONTHS.

ISSUED DATE: 03 JUNE 2024

COMPULSORY SITE INSPECTION / BRIEFING SESSION DATE: NOT APPLICABLE

CLOSING DATE AND TIME OF SUBMISSION OF RFQ: 10 JUNE 2024 @11H00

RFQ DOCUMENTS TO BE SUBMITTED ONLY THROUGH:

PPSAQUOTATIONS01@pprotect.org

QUOTATION MUST BE VALID FOR A PERIOD OF SIXTY (60) DAYS FROM THE CLOSING DATE

NB. PLEASE NOTE THAT PPSA CAN ONLY ACCEPT 10 MEGABYTES OF DOCUMENTS. IF THE BIDDERS' DOCUMENTS ARE MORE THAN 10 MEGABYTES THE DOCUMENTS TO BE SUBMITTED IN DIFFERENT BATCHES.

1. BACKGROUND

- 1.1 Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power to:
 - 1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice;
 - 1.1.2 Report on that conduct; and
 - 1.1.3 Take appropriate remedial action.
- 1.2 PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.
- 1.3 PPSA currently has a panel of attorneys whose contract or tender expired in November 2023
- 1.4 Thus, there is a need to go out on tender for the purposes of establishing a panel of attorneys and cost consultants for the provision of legal services to PPSA.

2. OBJECTIVE OF THE BID

- 2.1. To appoint service providers to serve on the panel of attorneys and cost consultants for the provision of legal and related services to PPSA for a period of six months.

3. SCOPE OF WORK

The Public Protector South Africa hereby invites proposals from competent and experienced persons admitted to practice as legal practitioners under the Legal Practice Act, 28 of 2014 (the LPA) with regard to the provisioning of the following services:

3.1 Advisory Services

- 3.1.1 Provision of sound legal opinions and memoranda of advice in all areas of the law and on operational matters;

3.2 Litigation Services

- 3.2.1 Provision of litigation services, which include but are not limited to: defense of action and opposition of motion proceedings; initiation of action or motion proceedings; dispute resolution; debt recovery; drafting of pleadings related thereto appointment of counsel; appointment of cost consultants, and ancillary litigation administrative services and related services are listed in 4.2 below.

3.3 Employment Law

- 3.3.1 Defend and/or initiate all labour related proceedings for PPSA, including but not limited to conducting of disciplinary proceedings, CCMA, Labour Court and Labour Appeals Court proceedings.

3.4 Legal cost validation

- 3.4.1 Assessment of Service Provider's Bills and Invoices, attend to taxation of Bills of Cost; attend review of Bills of Cost, attend to litigation relating to costs, prepare and render advice on bills and invoices and attend to investigation, reconciliation of Writs and reporting.

3.5 General

- 3.5.1 The above list is not exhaustive.

- 3.5.2 In preparing and submitting a proposal, it is emphasised that a detailed profile of the firm of attorneys or cost consultant, together with demonstrated expertise in the particular fields of law be submitted. It is important that the service provider ensure continuous quality and consistency of advice. The proposal must be limited to a maximum of 5 (five) A4 pages and must address the following headings in the following order:

- 3.5.1.1. Experience (Education and professional background of team members and Speciality);
- 3.5.1.2 Capability (competence, track record and electronic capabilities including equipment);
- 3.5.1.3 Ability (capacity, skills training, skills transfer and skills development); and
- 3.5.1.4 Location (offices)

4. BID REQUIREMENTS

4.1 The bidder:

4.1.1 Must be a qualified and experienced legal practitioner admitted to practice and of good standing with the relevant Provincial Council of the Legal Practice Council.

4.1.2 Will be appointed to a panel of service providers to assist the PPSA with legal services on an ad hoc basis for specific assignments, in the discretion of the PPSA and will be required to assist the PPSA with legal services in, amongst others, the areas: The bidder must have appropriate knowledge in the following:

4.2.1 General Litigation;

4.2.2 Administrative and Constitutional law;

4.2.3 Labour law and employment relations;

4.2.4 Alternative dispute resolution;

4.2.5 Commercial, contract and corporate law;

4.2.6 Public Procurement Law; and/ or
Professional cost consultancy services³.

4.3 The service provider or practitioner must be a firm of attorneys incorporated or registered as such in the Republic of South Africa;

4.4 The firm's partners and/or directors must be in good standing with their professional body (the Legal Practice Council) and must each be in possession of a valid Fidelity Fund Certificate.

4.5 The successful service provider undertakes to provide PPSA with relevant continuous legal education and training, on reasonable notice, including but not limited to the provision of seminars, lectures, newsletters, workshops and regular legislative, case law and other updates. The service provider such provide training, skills transfer and skills development at NO cost to the PPSA.

3 Legal cost consultants with right of appearance in terms of the LPA, **must** indicate where they are only bidding for the provisioning of legal cost consultancy services, including

- a) Mark, Inspect, Verify & Assess invoices, statements of account and bills (Taxing)
- b) Formal Objections to bill of costs
- c) Negotiation/Settlement
- d) Delivery of settled or taxed bill of costs
- e) Draw Bills of Costs

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

5.1 Phase 1 evaluation:

5.1.1. Mandatory requirements:

To be eligible for appointment to the panel an individual/organisation must:

- 5.1.1.1 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.
- 5.1.1.2 The bidder must be registered with a relevant Law Society and/or Legal Practice Council (Submit valid letter of good standing issued by the Law Society in question).
- 5.1.1.3 All partners/directors must be in a possession of a valid Fidelity Fund Certificate, which may be requested by the PPSA at any time during the subsistence of the Panel.
- 5.1.1.4 The bidder must submit signed confirmation letter on the company letterhead indicating that they accept PPSA rates as outlined in the pricing schedule. The PPSA rates are attached to this invitation.
- 5.1.1.5 Locality: The legal services will be rendered in all nine (9) Provinces of the Republic of South Africa. The PPSA reserves the right to limit the number of firms appointed to the Panel per geographical area.
- 5.1.1.6 The proposal document to be submitted only through the PPSA quotations email and non-compliance will disqualify the bidder. PPSAQUOTATIONS01@pprotect.org
- 5.1.1.7 The bidders should indicate the Provinces which they prefer to work in since the geographic location will also be an important practical and cost-effective consideration in the allocation of work. The bidders should indicate their preferred Provinces in the table provided below:

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

Item No.	Province	Place of Business (Physical	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					

5.1.1.7 PPSA's intention is to advance designated groups on the basis of B-BBEE Status Level of contributor, which are 51% owned by either of the following: Blacks; Black Youth; Black Women; Black people with disabilities; Black people living in rural or underdeveloped areas or townships; cooperatives owned by Black people; Black people who are Military Veterans.

NB: Bidders are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE will be automatically disqualified from the bidding process.

5.2 Phase 2 evaluation:

5.2.1. Administrative compliance: Bidders must ensure that they complete and sign documents indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

- 5.2.1.1 Signed SBD 1: Invitation to Bid
- 5.2.1.2 SBD 3.3: Pricing schedule (Professional services) **Annexure A**
- 5.2.1.3 Signed SBD 4: Bidders disclosure.
- 5.2.1.4 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022.
- 5.2.1.5 Submit proof for the points claimed under specific goals.

6. Phase 3 evaluation:

6.1. FUNCTIONALITY REQUIREMENTS

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

Item No	Evaluation Criteria	Description	Weight (%)
1.	Bidder Experience	The bidder MUST have experience of services rendered and demonstrate the capacity and ability to carry instructions. Please attach a company profile that includes a list of projects that demonstrate relevant experience in; (1) General Litigation;	30

- (2) Administrative and Constitutional law;
- (3) Labour law and employment relations;
- (4) Alternative dispute resolution;
- (5) Commercial, contract and corporate law;
- (6) Public Procurement Law; and/ or
- (7) Preparation and taxation of statement and bills of cost
(and related services)⁴

Scoring Allocation

1.1. Service providers bidding for provisioning of general legal and related services, including legal cost consultancy

Skills	Experience (post admission)	
Experience in one (1) of disciplines = 0 points	Less than 1 years' experience = 0 Points	
Experience in two (2) or more of disciplines = 1 points	1-2 years' experience = 1 point	
Experience in three (3) or more of disciplines = 2 points	2-3 years' experience = 2 points	
Experience in four (4) or more of disciplines = 3 points	3 – 5 years' experience = 3 points	
Experience in five (5) or more of disciplines = 4 Points	5 – 10 Years' = 4 points	
Experience in six (6) or more of disciplines = 5 points	10 years' or more experience = 5 points	
Subtotal on skills)	Subtotal on experience	

TOTAL

1.2 Service providers bidding for provisioning of legal cost consultancy services only

Skills	Experience	
- Skills and experience in attending to Party and Party Bill of Costs - Yes= 1 Point/ No=0 Points	Less than 2 years' experience as cost consultant = 1 Point	
Skills and experience to Mark, Check, Verify & Assess legal	2-3 years' experience as cost consultant = 2 points	

⁴ Legal cost consultants with right of appearance in terms of the LPA, **must** indicate where they are **only** bidding for the provisioning of legal cost consultancy services, in which case their bids will be scored in terms of Paragraph 1.2 of the scoring allocation.

		invoices, statements of account and bills (Tax) • Yes= 1 Point/ No=0 Points			
		• Skills and experience in Negotiation/Settlement • Yes= 1 Point/ No=0 Points	3 – 4 years' experience as cost consultant = 3 points		
		• Skills and experience to attend to Taxations • Yes= 1 Point/ No=0 Points	4 – 5 Years' experience as cost consultant = 4 points		
		• Skills and experience in Drawing and taxing Bills of Costs • Yes= 1 Point/ No=0 Points	5 years' and more experience as cost consultant = 5 points		
		•			
2.	Client References	The bidder must provide a positive written contactable reference letter indicating any work or project done or completed as listed in section 4.2 of this specification document. The reference letter must not be older than three years as on closing date of the bid. <u>The reference must be on client's letterhead and MUST include:</u> 1. Company name 2. Contact person and contact telephone numbers 3. The letter must be signed by a duly authorized person 4. Reference letters MUST indicate the period when the project was executed. 5. Type and quality of final work delivered. <u>Scoring Allocation</u> • 0 reference letter= 0 Points • 1 reference letter = 1 Point • 2 reference letters = 2 Points • 3 reference letters = 3 Points • 4 reference letters = 4 Points • 5 reference letters and more = 5 Points			
				15	

		NB: Reference letters will be inextricably linked to experience	
3.	Experience and qualifications of the Company Lead/ Partner or Director	Please provide a detailed CV outlining relevant experience IN PRACTICE and qualifications of the Company Lead/ Partner or Director who will be directly involved in providing the required services specifying areas of specialisation as referred to in 4.2 above. Attached certified qualifications not older than six months. NB qualifications and experience provided MUST be the same as listed on the CV <u>Scoring Allocation</u> 1. No experience and qualifications = 0 points 2. Fewer than 3 years' experience, including qualifications = 1 point 3. Three up to 5 years' experience, including qualifications = 2 points 4. Five up to 7 years' experience, including qualifications = 3 points 5. Seven up to 10 years' experience, including qualifications = 4 points 6. More than 10 years' experience and above including qualifications = 5 points	25
4	Experience of the Team Member (s)	Provide detailed CVs outlining experience and Certified Admission Certificate not older than six months of team member (s) in the Firm of Attorneys. <u>Scoring allocation</u> • No experience and qualifications = 0 points • Fewer than 3 years' experience, including qualifications = 1 point • Three up to 5 years' experience, including qualifications = 2 points • Five up to 7 years' experience, including qualifications = 3 points • Seven up to 10 years' experience, including qualifications = 4 points • More than 10 years' experience and above	20

		including qualifications = 5 points	
5	Capacity	• Training, skills transfer, skills development strategy or plan provided = 5 points • Company profile reflecting adequate staff complement, electronic resources and infrastructure = 5	10

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 PPSA panel of attorneys and cost consultants.

PART B: CONDITIONS OF BID

8. Company profile

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

8.1.1 Personnel complement, divided into -

8.1.1.1 Management personnel;

8.1.1.2 Supervisors; and

8.1.1.3 Workers. Full time: Part time:

8.1.2 Composition in terms of shareholding

8.1.3 Address of Head Office.

8.1.4 Addresses of regional offices/branches

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

8.1.6 Bidders to provide the details of completed contracts for the provision of legal services including the signed reference letters / contracts which were successfully completed within the past five (5) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

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

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

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

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

9. Other bid requirements

- 9.1 The PPSA reserves the right to disqualify any bidder who does not comply with any one or more of the required information as indicated below:
- 9.1.1 If the bidder/s submit their bids without all the data and information requested.
 - 9.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document;
 - 9.1.3 Proposal that fails to comply with the specification.
 - 9.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
 - 9.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
 - 9.1.6 Bidders who receive information not available to other potential bidders through fraudulent means.
 - 9.1.7 The PPSA may at its own discretion vary an instruction to include more work.
 - 9.1.8 Panel members are not guaranteed any work under this bid proposal.
 - 9.1.9 Bidders may not cede or assign any part of its agreement with PPSA nor subcontract any part of the work assigned to them after the appointment has been made.
 - 9.1.10 Service providers must declare any interest it has in an assignment.
 - 9.1.11 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.
 - 9.1.12 Price quoted on specific assignments should include VAT and disbursements.

10. PPSA reserve the right:

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

and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

10.1.6 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.

10.1.8 To award the bid to a Bidder who is not the highest scoring Bidder.

10.1.9 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

10.1.10 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.

10.1.11 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

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

10.1.13 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

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

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

11. Undertakings by the Bidder

11.1 By submitting a bid in response to the 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.

11.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include

a practical demonstration of services as called for in this RFP.

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

12. Previous experience

- 12.1 Bidders must submit written and signed reference letter/s from current or previous client/s where legal services were successfully provided. Provide signed reference letters that indicates the following:
 - 12.1.1 Value of the project,
 - 12.1.2 Contract period and
 - 12.1.3 The industry/sector where the contract was carried out.
 - 12.1.4 The bidder must also submit a company profile as well as CV's of the relevant individual/s that may be rendering assistance to the PPSA in the area/s of expertise as indicated.
- 12.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

13. Contract requirements

13.1 Contract period

The start date of the project implementation will be confirmed with the successful bidder

upon contract negotiations. The initiative is based on deliverables. The provision of legal services for a period is six months.

13.2 General terms and conditions of contract

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

14. Renumeration and allocation of work, instructions and assignments

14.1 Bidders shall consider that PPSA's total requirements will not be allocated to one bidder.

14.2 The firm of Attorneys or cost consultants MUST include their Fee Structure under the following categories:

Category	Post Admission Experience	Hourly Rate
Senior Director	10 Years and Above	R
Director	7 to 9 Years	R
Senior Associate	4 to 6 Years	R
Associate	1 to 3 Years	R
Candidate Attorney	0	R

14.3 The firm of Attorneys acknowledges that the firm of Attorneys Fee Structure as per t the above is indicative only and not binding on the PPSA but **MUST** be submitted with its Bid.

14.4 Accordingly, the successful firm of Attorneys will be remunerated for services rendered to the PPSA, as per the Service Level Agreement, in accordance with the approved PPSA Tariff of Fees for litigious matters. The said Tariff of Fees is non-negotiable.

14.5 The service providers for non-litigious matters and cost consultancy services will remunerated as per the Service Level Agreement between the parties and will be fixed for the first twelve months of the contract period and Year 2 and Year 3 rates will be negotiated.

14.6 The PPSA Tariff of Fees may be reviewed and aligned to any changes to the tariffs for legal practitioners issued in terms of the Uniform Rules of Court .

14.7 In the event of predetermined rates that are standardised, allocation of instructions will be done on a fair distribution of work per discipline which is subject to the performance of the

Bidder as monitored by the PPSA.

- 14.8 As far as practically possible, quotations or cost estimates will be sourced from service providers on the panel for before the allocation of an assignment, including Counsel rates where applicable.

15. Payment terms

- 15.1 The standard 30 day payment period will apply on upon the receipt of a valid invoice.

16. Tax clearance certificate

- 16.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.
- 16.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.
- 16.3 Implementation of the tax compliance status system
- 16.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:
- 16.3.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.
- 16.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,
- 16.3.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.
- 16.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- 16.5 Accounting Officers are therefore required to accept printed or copies of Tax Clearance

Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

- 16.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

17. Counter Conditions

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

18. Fronting

- 18.1 The PPSA support the Broad Black Based Economic Empowerment and 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.
- 18.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

19. Promotion of Emerging Black owned bidders

- 19.1 It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black

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

20. Supplier Performance Management

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

- 21.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:
- 21.1.1 black people
 - 21.1.2 black people who are youth
 - 21.1.3 black people who are women
 - 21.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or

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

22. Screening

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

23. PPSA requires bidder(s) to declare

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

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

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

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

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

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

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

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

23.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

23.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. Conflict of interest, corruption and fraud

24.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

24.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject

matter of this bid;

- 24.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 24.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;
- 24.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 24.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;
- 24.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;
- 24.1.7 Has in the past engaged in any matter referred to above; or
- 24.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. Misrepresentation

- 25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 25.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26. Preparation costs

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

27. Indemnity

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

28. Precedence

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

29. Limitation of liability

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

30. Tender defaulters and restricted suppliers

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

31. Governing Law

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

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

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

33. Confidentiality

- 33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.
- 33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 33.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

34. Proposal documents

34.1 RFQ DOCUMENTS TO BE SUBMITTED ONLY THROUGH:

PPSAQUOTATIONS01@pprotect.org

35. Consultation prior to submission of the bid documents

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

Officials	Location	Contact Details
Tiyani Thuketane / Nomusa Malatji	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7252 / 7079 Email: TiyaniT@pprotect.org NomusaM@pprotect.org

36. Clarifications and communication

- 36.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **11H00 on the 06 June 2024**. No further questions will be entertained after this period.
- 36.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 36.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 36.4 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 36.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 36.6 Whilst all due care has been taken in connection with the preparation of this bid, PPSA

makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

- 36.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 36.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 36.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

37. BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will:

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

Signature:

_____ Date: _____

Print Name of Signatory:

_____ Designation _____

FOR AND ON BEHALF OF

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

ANNEXURE - A

Item	DESCRIPTION	UNIT	GENERAL	ATTORNEY	CANDIDATE
A	CONSULTATIONS, APPEARANCES, CONFERENCES, AND INSPECTIONS:				
			R	R	R
A - 01	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
A - 02	Consultation to note, prosecute or defend an appeal	Per 15 min*		388.00	120.50
A - 03	Court attendance at proceedings in terms of Rule 37	Per 15 min*		388.00	
A - 04	Attendance by an attorney, where necessary to assist at a contested proceeding	Per 15 min*		388.00	120.50
A - 05	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
A - 06	Any other conference which the taxing officer may deem necessary	Per 15 min*		388.00	120.50
A - 07	Any inspection <i>in situ</i> , or otherwise	Per 15 min*		388.00	120.50
A - 08	Attending to give or take disclosure	Per 15 min*		388.00	120.50
A - 09	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
A-10	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	DRAFTING AND DRAWING: (INCLUSIVE TARIFF OF THE ORIGINAL ONLY: DRAWING-UP, CHECKING, TYPING, PRINTING, DELIVERY, POSTAGE, FILING)				
B - 01	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 - 02a	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 - 02b	Instruction to advocate in respect of all classes of pleadings	Per page	388.00		
B - 02c	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 - 03	Letters, facsimiles, and electronic mail: including drawing up, checking, typing, printing, scanning, delivery, postage, posting and transmission thereof.	Per page	156.50		
NOTE	<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>				

C	ATTENDANCE AND PERUSAL:				
C - 01	Attending the receipt, entry, perusing, considering, and filing of:				
C - 01a	Summons, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document	Per page	78.00		
C - 01b	Any formal letter, record stock sheet in voluntary surrenders, judgements or any material document not elsewhere specified	Per page	78.00		
C - 01c	Any plan or exhibit or other material document necessary for the conduct of the action	Per page	78.00		
C - 02	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal	Per 15 min*		388.00	120.50
NOTE	<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 specified. The legal advisor or any relevant person within PPSA may inspect the papers received if the correctness of the item is disputed.</i>				
D	MISCELLANEOUS:				
D - 01	Making necessary copies, including photocopies, not already provided for in this tariff	Per A4 Page	6.00		
D - 02	Attending to arrange translation and thereafter to procure same	Per 15 min*		388.00	120.50
D - 03	Necessary telephone calls, excluding actual costs	Per 5 min*		130.00	40.00
D - 04	Sending facsimile letters, excluding actual costs	Per Page	132.00		
E	STATEMENT OF ACCOUNT/ BILL OF COSTS/ EXECUTION:				
NOTE	<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>				
E-01	Drafting, issue and execution of a Warrant/Writ of Execution and attendances in connection therewith, excluding sheriffs' fees.		772.00		
E-02	Reissue of Writ of Execution.		194.00		
F	DISBURSEMENTS				
F-01	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		

VERIFICATION DOCUMENT

Required documentation to be attached to the cover pages as indicated below.

To assist bidders to check that all required documents are included in the file.

ID	RETURNABLE DOCUMENTS	YES
1.	Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)	
1.	Invitation to bid (SBD1)	
2.	Special Bid Conditions	
3.	Specification	
4.	General Conditions of Contract	
5.	SARS Pin	
6.	Pricing Schedule Firm Price (SBD 3.3) - bidders to sign Annexure A	
7.	Detailed Pricing Schedule – Bidders for Cost Consultancy to give rates on 14.2	
8.	Bidder's Disclosure (SBD 4)	
9.	Declaration Certificate for Local Production Content (SBD 6.2)	Not applicable
10.	Copy of Board Resolutions, duly certified	
11.	Company Registration Documents	
12.	Signed JV / Consortium Agreement	If applicable
13.	Company Profile (Not more than 3 pages)	
14.	Complex Group Structure (if applicable)	
15.	Employment Equity Approved Plan	
16.	List of shareholders on company letterhead	
17.	Share Certificates	
18.	List of directors on company letterhead	
19.	List of beneficiaries in the case of a Trust (full names, not initials)	
20.	Latest audited Financial Statements	Not applicable
21.	Mandatory documents	
21.1	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.	

21.2	The bidder must be registered with a relevant Law Society and/or Legal Practice Council (Submit valid letter of good standing issued by the Law Society in question).	
22.3	All partners/directors must be in a possession of a valid Fidelity Fund Certificate, which may be requested by the PPSA at any time during the subsistence of the Panel.	
22.4	The bidder must submit signed confirmation letter on the company letterhead indicating that they accept PPSA rates as outlined in the pricing schedule. The PPSA rates are attached to this invitation.	
22.5	Locality: The legal services will be rendered in all nine (9) Provinces of the Republic of South Africa. The PPSA reserves the right to limit the number of firms appointed to the Panel per geographical area.	
22.6	The bidders should indicate the Provinces which they prefer to work in since the geographic location will also be an important practical and cost-effective consideration in the allocation of work. The bidders should indicate their preferred Provinces in the table provided below:	
22.7	The proposal document to be submitted only through the PPSA quotations email and non-compliance will disqualify the bidder. PPSAQUOTATIONS01@pprotect.org	