

Invitation to Tender

Tender Name: Appointment of the Enterprise and Supplier Development (ESD) Implementation Partner

Tender Number: RFP/FIN/ESD/2023/10

Date of Issue	Friday, 17 November 2023
Closing Date & Time	Friday, 12 December 2023, @ 11h00am
Bid Validity Period from date of Closure	150 Days
Method of Submission	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
Tender Enquiries	Name of sourcing specialist E-mail: mphumzim@ppecb.com Tel: +27 21 930 1134
PPECB business hours	08:15 – 16:45
Category	Transformation

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CONFIDENTIALITY AND PROPRIETARY NOTICE

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1 Invitation to Tender

Bidders are invited to tender for the appointment of an Enterprise and Supplier Development (ESD) Implementation Partner to develop the PPECB's five (5) year (ESD) Strategy, Programme, and rollout of the programme for the period of three (3) years with the option to extend the agreement by a further period of two (2) years based on performance. The envisaged number of beneficiaries is ten (10).

The applicable scorecard for the PPECB is the Amended AgriBEE Specialised Generic Scorecard.

Bidders must comply with the instructions of all the requirements of this Invitation to Tender. Non-compliance may lead to a tender not being considered by the PPECB.

The bid and accompanying documents must be carefully parcelled, sealed, and delivered as per the instructions in this document no later than the closing date and time specified on the invitation to tender cover (page 1).

2 PPECB Background

The PPECB is a Schedule 3A national public entity that is constituted and mandated in terms of the PPEC Act, No. 9, of 1983 to perform cold chain services. The PPECB also delivers inspection and food safety services as mandated by the Department of Agriculture, Land Reform and Rural Development under the APS Act, No.119 of 1990.

The PPECB's Executive Authority is the Minister of the Department of Agriculture, Land Reform and Rural Development who appoints the board members. The board comprises of representatives from the perishable product industries.

The PPECB employs ± 1 020 people, who deal with more than 200 products and 500 varieties. There are more than 50 service types, over 30 offices in 13 production regions, at more than 1,500 locations. A large percentage of staff are inspectors and therefore not office bound. In addition to these offices the PPECB also has several sub offices that operate on a seasonal or ad-hoc basis.

The PPECB, mandated by the Minister of the Department of Agriculture, Land Reform and Rural Development has been delivering end-point inspection services on perishable products destined for export since 1991. Inspectors stationed across the country; deliver inspection services on 200 product types at more than 1500 locations.

The PPECB is responsible for South Africa's cold chain management and ensures that products for export are handled, stored and transported at specific temperatures and optimum conditions.

Please visit the PPECB's website on www.ppecb.com for more information on the PPECB.

3 Conditions of Tender and Tender Instructions

3.1 Central Supplier Database

Bidders are required to register on the Central Supplier Database ([Welcome - Central Supplier Database Application \(csd.gov.za\)](http://www.csd.gov.za)) and to include their Master Registration Number (Supplier MAAA Number) in SBD1 in order to enable the PPECB to verify the supplier's tax status, company registration, bank details, directors and shareholders.

3.2 Cost of proposal preparation

The PPECB is not liable for any costs incurred by a bidder in the process of responding to this invitation, including post submission tender activities, such as responding to clarification questions, preparing for, and conducting presentations and demonstration, responding to the PPECB due diligence requirements, etc.

3.3 Questions from bidders & additional tender information

Each Bidder must ensure that they are familiar with the Tender Documents and understand the obligations that will apply if the Tender is accepted by the PPECB.

Should the Bidder wish to clarify aspects of this Tender or the acquisition process, they must contact, via email, the officials listed on the Tender cover page. The Bidder must ensure that they use the Tender Number and Name as reference in any communication with the PPECB.

Any queries relating to the Tender Documents must be sent no later than **ten (10) days** before the closing date of Tender. No questions will be responded to after the deadline for submission of questions.

3.4 Changes to the specification

Should it be necessary to revise any part of this specification document, an addendum setting out such revisions will be published on the E-Tenders and the PPECB website.

Any amendment or change of any nature made to this Tender Documents shall only be of force and effect if it is in writing, signed by a PPECB authorized signatory and added to this Tender as an addendum.

3.5 Clarification from bidders following tender submission

The PPECB may request written clarification, documentary evidence or further information regarding any aspect of this Bidder's tender submission. The Bidder must supply the requested information in writing within the time frames stipulated by the PPECB, otherwise the proposal may be disqualified.

3.6 Declarations of Interest

Bidders must make full disclosure where interest exists or may exist between parties under the proposed contract. In the event that a conflict of interest exists between the most advantageous Bidder and the PPECB, and this was not disclosed, the said Bidder's bid will not be accepted. The next most advantageous Bidder will be awarded the contract.

3.7 Tender Award.

The award of the tender is subject to receiving approval from the Executive Committee and the Board of the PPECB.

3.8 Bidder's Acceptance of Tender Conditions

By submitting a proposal in response to this Tender, the Bidder acknowledges and accepts all the terms and conditions herein and the evaluation process and criteria.

3.9 Document Ownership

This document and the information contained within it are for vendor use only, for the purposes of preparing a response to this Tender. The document is not to be duplicated and distributed, nor is its information to be disclosed to any third party without PPECB's written permission.

3.10 Bidder's Authorised Signatory

Proposals submitted by companies must be signed by a person or persons duly authorised thereto. The Bidder must provide proof of authority to sign this bid (e.g. resolution of board of directors, etc).

3.11 Joint Ventures, Consortium or Trusts

Bidders must submit proof of the existence of joint ventures and/or consortium arrangements. The PPECB will accept signed agreements as acceptable proof of the existence of a joint venture and/or

consortium arrangement. In the B-BBEE Codes, these are referred to as incorporated joint ventures or unincorporated joint ventures (such as a consortium).

The joint venture and/or consortium agreements must clearly set out the names and roles and responsibilities of the Lead Partner in the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. In addition, provide the following information:

- Entity(ies) that will be guaranteeing contract performance;
- Date of Joint Venture formation, if applicable; and
- Details regarding the nature of the agreement between the Joint Venture Partners including the proposed percentage division of work between the constituent members. Each party to the Tender, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

3.11.1 Preference Points for Joint Ventures, Consortiums or Trusts

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

3.12 Proposal Withdrawal

Should the Bidder withdraw the proposal before the proposal validity period expires, the PPECB reserves the right to recover any additional expense incurred by PPECB having to accept any less favourable proposal or the additional expenditure incurred by PPECB in the preparation of a new Tender and by the subsequent acceptance of any less favourable proposal.

3.13 Extension of Proposal Validity Period

Should the evaluation of the proposals not be completed within the validity period, PPECB has discretion to extend the validity period. Upon receipt of the request to extend the validity period of the bid, the Bidder must respond within the required timeframes and in writing on whether or not it agrees to hold its original proposal responses valid under the same terms and conditions for a further period.

3.14 Reference Checks

In the evaluation of proposal, the PPECB reserves the right to conduct independent reference checks.

3.15 Additional Information

The PPECB reserves the right to obtain additional information from the Bidder after the bid closing date to clarify aspects of the Bidder's proposal.

Should such a request be made, the Bidder must respond within the timeframe specified in the request. Should a Bidder fail to respond or respond after the specified deadline, the Bidder's proposal will no longer be considered for further evaluation.

3.16 Rejection of proposal

3.16.1 The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Scope of the Terms of Reference.

- 3.16.2 PPECB may reject a bid if doesn't comply with the instruction of submission of the proposal referred to above
- 3.16.3 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out in the tender documents.

3.17 Data Protection

Any personal information and confidential information of the PPECB which may be provided during the bidding process may only be processed by the Bidder for the purposes of this bid.

3.18 Disclaimer

This specification document is an invitation for tender only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its tender response, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms and Conditions of this Tender. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the tender, whether with regard to its accuracy, completeness or otherwise and the PPECB shall have no liability towards the bidder or any other party in connection therewith.

3.19 Confidentiality

Some of the information contained in the Tender Documents may be of a confidential nature and must only be used for purposes of responding to this Tender. This confidentiality clause extends to bidder's partners or consortium members whom you may decide to involve in preparing a response to this Tender.

For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of the PPECB (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

The receiving party shall take all such steps as may be reasonably necessary to prevent the PPECB's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the PPECB shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

Any documentation, software or records relating to confidential information of the PPECB, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- shall be deemed to form part of the confidential information of the PPECB,
- shall be deemed to be the property of the PPECB;
- shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and shall be surrendered to the PPECB on demand, and in any

event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts thereof.

3.20 General legal conditions

The preparation of response will be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such Bidder's or any other proposal was accepted or rejected.

While information in this Tender document has been prepared in good faith, it does not purport to be totally comprehensive, nor to have been independently verified. The PPECB does not accept any liability for its adequacy, accuracy, or completeness, nor does it make representation or warranties with respect to information contained in it, or upon which the Tender is based.

Prior to submitting the proposal, Bidders should satisfy themselves of the accuracy and completeness of all the information submitted. Bidders should be confident that the pricing submitted is sufficient for the company to meet all its obligations in terms of this Tender document and any contract that may result from this Tender process. Failure to do so may lead to disqualification.

3.21 Tender submissions

Bidders are required to submit detailed proposals to demonstrate their ability to provide the services they will deliver on this Tender. A detailed specification of the services required by the PPECB is contained herein.

For further tender instructions, refer to Tender submission instructions, refer to Section 5.

4 Terms of Reference

4.1 Scope of Service

- 1) The service provider is required to develop the ESD strategy and programme. Thereafter the service provider is required to implement the programme for the PPECB to support SMMEs in growing sustainable businesses.
- 2) To achieve the above and support the PPECB to unleash the potential of SMMEs, the PPECB requires the services of a competent and experienced service provider in delivering on the ESD programme implementation by:
 - a) Conducting training workshops for the PPECB stakeholders (at various levels) on the ESD strategy and programme. The stakeholders include, amongst others, the PPECB Procurement team, the Transformation team, MANCO, and Executive Committee.
 - b) Analysing the current supplier database, procurement spend and categories.
 - c) Identifying strategic programmes/projects which can be included in the transformation programme for consideration.
 - d) Monitoring and evaluating the ESD impact throughout the implementation period and providing reports on a quarterly and annual basis.
 - e) Providing ad hoc reports as and when required.
 - f) Providing advisory services to the PPECB on applicable legislative compliance in relation to B-BBEE and ESD programmes.
 - g) Conducting impact assessment and reports annually of the entire ESD programme and projects.
 - h) Conducting physical site visits to ESD beneficiaries, as and when required to conduct assessments and provide support.

Scope 1: Development of an ESD strategy

Development of an ESD strategy that seeks to support SMMEs growth, sustainability and enables the PPECB to prioritise SMMEs.

Facilitate the invitation of SMMEs to participate in the programme, conduct the selection process, assessments, onboarding and contracting.

Scope 2: Development and execution of an ESD programme aligned to the ESD strategy.

Develop and execute the ESD programme that seeks to support SMME's in the form of mentorship, business and entrepreneurial education/training and access to markets. The following business support services are required to improve the sustainability of SMMEs and their ability to create sustainable employment (but not limited to):

- Business compliance support and entrepreneurial skills development
- Financial and budgeting skills (bookkeeping, pricing, accounting, and cashflow management)
- Corporate governance
- Human resource management support
- Business growth strategies and resilience
- Website design services
- Branding and graphic design services
- Develop marketing strategies aligned with market access opportunities.
- Support identification of market access opportunities.
- Response to business opportunities (RFQ's, tenders, proposals etc)
- Ongoing mentorship and upskilling opportunities

Scope 3: Market Access Support to SMMEs

Bidder to provide a detailed methodology on the solutions and tools they are using to provide support, empower and enhance SMMEs growth and sustainability. The methodology should include, but is not limited to, the following:

- Identifying accessible markets
- Access to funding and grant allocation
- Networking and collaboration
- Access to business opportunities and joint ventures.
- Access to business tools (hardware and software)
- Ongoing business support

4.2 Financial Proposal for ten (10) beneficiaries

The bidder must provide a detailed financial proposal which includes, but is not limited to, the following:

- a) Training workshop costs for internal stakeholders (SCM team, transformation team, MANCO and EXCO)
- b) Strategy development cost
- c) Programme development and implementation cost
 - Programme implementation fees (monthly fees)
 - Reporting fees (Quarterly and annually etc)
 - Cost per beneficiary (sourcing, onboarding, assessments, verification, contracting, transitioning/exiting) for ten (10) beneficiaries.
- d) Cost projection per year for the three-year period.

NB: Bidders to note that the strategy and programme developed in this project will be the property of the PPECB.

5 Instructions for Submitting Tender Response

5.1 General Submission Instructions

5.1.1 The tender must be submitted in **dual** format:

5.1.1.1 A **hard copy** submission, that must be delivered to the designated PPECB Tender Box (refer section 5.3 for physical submission instructions); and

5.1.1.2 An **electronic** submission, that must be stored via Microsoft OneDrive and shared with the email address specified in section 5.4 (refer to section 5.4 for further instructions on the electronic submission)

5.1.2 The hardcopy submission (in the tender box) and the electronic submission (via email) must be delivered to the designated addresses **before** the tender closing date and time.

5.1.3 No late bid responses will be considered.

5.1.4 The tender must be submitted on the Forms of Tender incorporated herein. The forms must be duly signed by each Bidder and submitted in the sequence listed in paragraph 5.2

5.1.5 Envelope submission: Two Envelopes

5.1.6 Proposals must consist of two parts, each of which is submitted in a separate package clearly marked:

5.1.7 **Envelop 1 – Technical Proposal: RFP/FIN/ESD/2023/10 - (No Pricing in this envelope)**

Bidders must submit one (1) signed, completed original of the Technical Proposal, together with one (1) electronic copy (in PDF format) via Microsoft One Drive

(unencrypted). The envelope must contain all information and documentation relating to the tender. Refer to Structure of the Proposal below.

5.1.7.1 **No pricing** information must be included in Envelope One (Non-compliance will result in automatic disqualification).

5.1.8 Envelope 2 – Pricing Proposal: RFP/FIN/ESD/2023/10 – Tender Name.....

Bidders must submit one (1) signed, completed original Price Proposal (pricing schedule/schedule of rates as applicable), together with one (1) electronic copy (in MS-Excel format) via One Drive (unencrypted). No technical information must be included in Envelope Two.

5.2 Structure of the Proposal

Envelope 1: Technical Proposal –

1.	Bidder’s Cover letter on Company Letterhead
2.	Table of Contents Page
3.	Bidders written technical proposal, providing evidence/support for technical evaluation
4.	Specification document, with the declaration section on page 17, completed and signed by the bidder
5.	SBD 1 – Invitation to Submit Proposal
6.	SBD 4 – Bidder Declaration
7.	SBD 6.1 - Preference Point Claim Form
8.	Valid B-BBEE Certificate ** For a Joint Venture or Consortium, the consolidated B-BBEE certificate of the joint venture or consortium must be submitted (refer paragraph 3.11.1.).
9.	Non-Disclosure Agreement -Annexure A
10.	Tax Compliance Pin / Tax Clearance Certificate
11.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement including split of work and rand value signed by both parties; • The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member; • Proof of ownership/shareholder certificates/copies of Identity document; and • Company registration certificates

Envelope 2: Pricing Proposal

1.	SBD 3.3 – Pricing Schedule
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5.3 Physical Submission - Tender Packaging and Delivery

5.3.1 The Technical and Pricing Proposal must be split into two separate envelopes, both sealed, which must then be placed together in an outer envelope or parcel, which must also be sealed.

5.3.2 The outer envelope or packaging must be sealed and marked with the following information:

Tender: RFP/FIN/ESD/2023/10

**Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)
45 Silverboom Avenue**

Platteklouf
Cape Town, 7500

- 5.3.3 The sealed Tender submission documents must be placed in the Tender Box in the main reception area at the PPECB Head Office no later than the closing date and time stipulated in the Tender Summary Information (refer cover page).
- 5.3.4 Failure to comply with these instructions may result in the tender being considered ineligible.

5.4 Electronic Submission

- 5.4.1 An electronic copy must be submitted online via Microsoft OneDrive and shared with email address ppecb-procurement@ppecb.com.
- 5.4.2 The electronic submission must be structured in the same sequence as the physical submission (Individually filed in folders and named accordingly)
- 5.4.3 The electronic copy must be in PDF format with all the relevant documents signed as per hard copy original, but the electronic version must also have the completed pricing matrix in EXCEL format, unencrypted.

6 Evaluation Process and Criteria.

The tender evaluation process will be conducted in compliance with the relevant Supply Chain acts (including, the Public Finance Management Act of 1999, Preferential Procurement Policy Framework Act of 2000, etc.), its associated Regulations, and PPECB's Procurement and Preferential Procurement Policies.

The bids will be evaluated based on the following stages and further described below:

- Stage 1 – Administrative Evaluation.
- Stage 2 – Functional / Technical Evaluation.
- Stage 3 – Price and Preference Evaluation; and
- Stage 4 – Objective Criteria (Risk) Evaluation.

Should a bidder fail on any of the previous stages, they will be disqualified and not be considered for any of the follow-on stages. These different stages are further described below.

6.1 Stage 1 – Administrative Evaluation

- The bidders will be evaluated on the returnable documents for administrative compliance and to confirm if the bidder meets all the terms and conditions of bid as referenced in this document, including all annexures.

6.2 Stage 2 - Functional / Technical Evaluation

This bid will be evaluated on functionality. The functional / technical evaluation is further sub-divided in the following sub-stages.

6.2.1 Weighted/Rated Technical Evaluation

Bidders will be evaluated based on the following Weighted/Rated Technical/Functional Evaluation Criteria.

No.	Technical Evaluation Criteria	Min Points	Max Points
1	<p>Capacity to deliver the services.</p> <p>Provide a company profile detailing ESD Programmes that have been managed in the past five years and fund size. The company profile is to include a comprehensive overview of how the programme's KPIs were achieved and demonstrate the impact of the programme on each beneficiary and client.</p> <ul style="list-style-type: none"> • Five and more clients – 25 points 		25

No.	Technical Evaluation Criteria	Min Points	Max Points
	<ul style="list-style-type: none"> Four clients – 20 points Three clients – 15 points Less than three - 0 		
2	ESD Team Expertise Provide the organogram and description of the project team including CV's. <ul style="list-style-type: none"> Project Lead with more than five years' experience and a minimum of five projects managed – 15 points. Project Team with a minimum of three members with experience of more than three years and list of projects involved. – 10 points 		25
3	ESD Programme Governance Provide a programme governance framework, to ensure strategic control and risk management of the programme activities, fund management and assure independence on the services and advice provided to clients. <ul style="list-style-type: none"> Comprehensive framework – 20 points Overview framework - 10 points 		20
4	Monitoring, Evaluation and Reporting Provide detailed methodology of monitoring and evaluation. Provide examples of quarterly, and annually reports including- a comparison report against the Agri-BEE scorecard. <ul style="list-style-type: none"> Detailed methodology – 10 points Example of a quarterly and annual programme report – 10 points (5 points for each report) Provide report comparison against the Agri-BEE scorecard – 5 points. 		25
5	References Bidders must provide three references not older than three years in the following manner: <ul style="list-style-type: none"> On a client letterhead, contact details, dated, and signed by client representative. Nature of services provided. Level of satisfaction by the client Budget of the ESD Programme <ul style="list-style-type: none"> 3 References – 15 points 2 References – 10 Points Less than two references – 0 The PPECB will conduct due diligence on the references submitted.		15
6	Business Continuity Provide a Business Continuity Plan that is specifically designed for your employees and company operations in the case of an event that will disrupt normal activities (to indicate how PPECB's service levels will be safeguarded and supported) - 10 Points.		10
8	Impact assessment and exit plan. <ul style="list-style-type: none"> Demonstrate how the impact assessment on the ESD Programme will be carried out. The bidder must outline the proposed exit plan and handing over strategy to the PPECB at the end of the contract. – 10 points Bidders are required to provide an example of impact assessment framework and an example of exit plan from the contract. – 5 points. The plan is not limited to the above, but it must include the safekeeping and transfer of information for the continuity of the ESD Programme. – 5 points 		20
	Total Points		140

Functional Threshold

The minimum functional threshold is **110 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where applicable.

VERY IMPORTANT:

- **Technical documents must be arranged in sequence of the above criteria in a pack with clearly marked sections according to the headings listed above.**
- **Complete the “Bidder page reference and page number” in the table above to ensure that your responses to the technical evaluation can be located.**

6.3 Stage 4 – Price and Preference Evaluation

All bidders that pass all previous stage of evaluation (acceptable bidders) will qualify to be further evaluated on Price and Preference/Specific Goals (B-BBEE).

The bid will be evaluated using the **80/20** preference point system as per the current Preferential Procurement Regulations.

Bidders that passed the previous evaluation stage(s) will be evaluated on one of the following two options:

6.4 POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

No	Specific Goal	Supporting Evidence	Preference Points	Number of points claimed (80/20 system) (To be completed by the bidder)
1	Black-owned enterprises	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Shareholding certificate	Total Points: 10 % Shareholding and Points allocation out of total of 10 points. 70% to 100% = 10 50% to 69% = 5	
2	Women-owned enterprises;	Proof of B-BBEE status level of contributor, specifically in line with the	Total Points: 5	

		respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Shareholding certificate	% Shareholding and Points allocation out of total of 5 points. 70% to 100% = 5 51% to 69% = 4	
3	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	Total Points: 5 EME = 5 QSE = 5	
	Total Specific Goals		20	

6.5 Stage 5 - Objective Criteria

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the PPECB may consider the following objective criteria in the bid award:

- 1) The risk of fruitless and wasteful expenditure to the PPECB;
- 2) The risk of an abnormally low bid;
- 3) The risk of a material irregularity;
- 4) The PPECB reserve the right not to consider bids from Bidders who are currently in litigation with the PPECB; and
- 5) The PPECB further reserve the right not to award this tender to any Bidder based on the proven poor record of accomplishment of the Bidder in previous projects within the PPECB and the referee submitted by the Bidder.

7 Financial Proposal

Points awarded for price

Note: The Bidder's Proposal must set out all pricing assumptions.

All prices must be inclusive of VAT.

Points awarded for B-BBEE status level of contribution

In terms of Regulations 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table as set out in the Preference Points Claim Form. Bidders must provide a valid BBEE certificate.

7.1 Notes on Quantities and Pricing

- a) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- b) Please note that should you have offered a discounted price(s), PPECB will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- c) Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their proposals
- d) Please take note that the specified volumes are estimates and subject to change due to the seasonal resourcing fluctuations of the PPECB.
- e) Errors and omissions will not be accepted and only the total price submitted in your bid will be considered.
- f) The Tender must be quoted in its entirety in the pricing schedule No portion may be left blank – failure to quote on all components will disqualify you from the tender process

- g) Please ensure that a detailed description accompanies the pricing schedule that describes how the pricing has been derived

8 General Conditions of Contract and Special Conditions of Contract

8.1 The National Treasury's General Conditions of Contract (GCC) will apply and is enforceable on this tender (Refer **Annexure B**).

8.1.1 PPECB may not amend the GCC but may supplement this with its own Special Conditions of Contract (SCC), which commence **at Paragraph 8.2**.

8.1.2 Where there is a conflict between the GCC and the SCC the provisions of the SCC shall prevail.

8.2 Special Conditions of Contract

8.2.1 The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Terms of Reference.

8.2.2 The PPECB needs to be formally informed of any change/replacement of approved resources.

8.2.3 The replacement/Back-up resources need to be evaluated (by means of submitting a CV and relevant qualification as per this specification) and approved by the PPECB prior to commencement of work.

8.2.4 Non-Disclosure of Information

8.2.5 The successful Bidder will be required to sign a formal agreement with the PPECB.

8.2.6 The Bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless prior consent is obtained in writing.

8.2.7 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

8.3 Insurance

8.3.1 The successful bidder will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all descriptions issued in connection with this Tender.

8.3.2 Upon award of contract and prior to beginning work, the successful bidder must provide proof of insurance. Insurance must be maintained for the duration of the contract.

8.3.3 Bidders are required to provide a sample certificate of insurance that indicates your company's limitations of liability as part of your tender response.

8.3.4 The bidder is to submit a copy of their public liability insurance

8.4 Assignment and Cession

8.4.1 A Bidder may not assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party.

8.4.2 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

8.5 News and press releases

Bidders or their agents shall not make any news releases concerning this Tender or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the PPECB.

8.6 Quality

8.6.1 The quality of the products/services delivered shall not differ from that specified in Point 7 of this document.

8.7 Payment

8.7.1 The PPECB shall pay the price to the appointed Bidder in accordance with the contract signed pursuant to the award of this tender, which payment shall be subject to:

- 8.7.1.1 the price being in accordance with the agreed quotes and as per the contract;
- 8.7.1.2 the products/services being received and accepted by the PPECB in terms of the contract;
- 8.7.1.3 Goods and services VAT being included in the price.
- 8.7.1.4 A correct purchase order number being quoted on the tax invoice.
- 8.7.2 The **payments terms** shall be 30 days from invoice date.

8.8 Subcontracting after Award

8.8.1 Should a bidder wish to change or appoint a new subcontractor after award the following conditions will apply.

- 8.8.1.1 Any changes to subcontracting arrangements must be done with the prior written approval of PPECB.
- 8.8.1.2 A Bidder awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced below the stipulated minimum threshold.
- 8.8.1.3 A bidder awarded a contract and awarded points for B-BBEE (preference points) during the evaluation process, may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

8.9 Duration of Contract

- 8.9.1 This contract and/or Service Level Agreement shall commence on the commencement date and terminate as per the agreement terms signed by both parties,
- 8.9.2 The duration of the agreement shall be subject to an annual performance review by the PPECB, which shall entitle the PPECB to cancel this agreement if the performance of the services do not meet the required agreed performance standards.
- 8.9.3 The PPECB reserves the right to terminate without penalty if the successful tenderer is not able to honour the terms and conditions specified by the contract. Further to this, should there be any risk in terms of reputational damage by association the PPECB reserves the right to cancel the contract.

8.10 Legal Jurisdiction

The laws of the Republic of South Africa shall govern this Tender and any subsequent agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.

DECLARATION BY THE BIDDER

Only Bidders who have completed the declaration below will be considered for evaluation.

Tender No: **RFP/FIN/ESD/2023/10**

I hereby undertake to render services described in the attached Tender documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in the Tender mentioned above at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the PPECB during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other proposal.

I accept that the PPECB may take appropriate action should there be a conflict of interest or if this declaration proves to be false.

The bidder herewith consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the evaluation, adjudication, and appointment of a successful bidder. Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for this bid. The bidder consents that the PPECB may verify personal information, where necessary, with the National Treasury CSD website and any other regulatory/ industry or any accredited/certification bodies. Should the bidder wish to withdraw its consent as discussed above at any time, it must do so in writing and address such notification to the Procurement Manager of the PPECB. The personal information collected for the purpose of this bid will be retained for a period of three years after the bid has been awarded. The bidder further consents to retention of its information including personal information pursuant to this Agreement and agrees that such information may be stored on a private/public cloud hosted in Western Europe/European Union for the relevant retention periods as may be provided for in the PPECB's retention policy.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) Signature

DESIGNATION

WITNESSES:

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