

Invitation to Tender

Tender Name: Waste Management Services for PPECB Laboratory

Tender Number: RFP/LAB/CHEMWASTE/2022/01

| | | |
|--------------------------------|----------------------------------|--|
| Date of Issue | 29 July 2022 | |
| Online Briefing Session | N/A | |
| Closing Date | 30 August 2022 at 11:00am | |
| Method of Submission | Tender box, PPECB Main Reception | |
| Enquiries | Procurement Unit | E-mail: ppecb-procurement@ppecb.com |
| PPECB business hours | 08:15 – 16:45 | |
| Category | Laboratory Waste | |



PPECB

www.ppecb.com

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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 a service provider to provide provision of Laboratory collection and disposal of all types of waste including laboratory chemicals. The successful bidder will enter into a contract agreement with the PPECB for a period of three (3) years with an option to renew for further two (2) years.

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 to the Procurement tender box in the reception area of PPECB Head Office by no later than **30 August 2022 at 11:00am**

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 Tender Information and Instructions

The following terms shall have the following meanings:

| | |
|-----------------------|---|
| Invitation to Tender: | Waste Management Services |
| Contact Person: | The Procurement Office PPECB 45 Silverboom Avenue Platteklouf 7500 |
| Public Entity: | Perishable Products Export Control Board (PPECB) |
| Bidder: | The person / organisation submitting a tender bid to the PPECB under this tender. |

The PPECB invites Bidders to submit a fixed price for the **Laboratory collection and disposal of all types of waste including laboratory chemicals** to the Perishable Products Export Control Board

(PPECB) as outlined under technical specifications. Tenders are invited in accordance with the information in this pack.

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

The tender shall be submitted on the Forms of Tender incorporated herein. The form shall be signed by each Bidder and submitted in the manner and by the date and time stated below together with the documents listed duly completed.

All the following documents must be submitted as part of the response to this bid request. Failure to do **so will invalidate a response**.

RETURNABLE COMPLIANCE DOCUMENTS

- A) SBD 1 - Invitation to Submit Proposal
- B) SBD 3.3 – Pricing Schedule
- C) SBD 4 – Bidder's disclosure
- D) SBD 6.1 - Preference Point Claim Form
- E) Central Supplier Database Report
- F) Tax Clearance Certificate or PIN
- G) Company / CC / Trust / Partnership registration certificates
- H) Valid B-BBEE certificate
- I) In case of proposal from a joint venture, consortium or subcontracting, the following must be submitted together with the proposal:
 - Joint Venture Agreement including split of work and rand value signed by both parties;
 - Valid copy of the B-BBEE certificate of the joint venture or consortium;
 - The Tax Clearance Certificate of each joint venture member;
 - Proof of ownership/shareholder certificates/copies of Identity document; and
 - Company registration certificates.

Each Bidder should ensure that it is thoroughly familiar with the Tender Documents and understands the obligations that will apply if the Tender is accepted by the PPECB.

The tender submission and assessment process will be conducted in compliance with the relevant Supply Chain acts (including, Public Finance Management Act of 1999, Preferential Procurement Policy Framework Act of 2001, etc.), its associated Regulations, and PPECB's Procurement Policy. PPECB is committed to support and grow Black Economic Empowerment and Small Medium Enterprises in South Africa, emphasis being placed on procurement from historically disadvantaged South Africans.

Bidders shall highlight where a conflict of 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, the said Bidder's bid will not be accepted. The next most advantageous Bidder will be awarded the contract.

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

It is the responsibility of each Bidder to obtain for itself at its own expense any additional information necessary for the preparation of the tender. This document and the information contained within it are for vendor use only, for the purposes of preparing a response to this RFP. 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. Should Bidders believe that they require further information, they are invited to contact the Procurement Office (refer to contact details on page 3). Any queries relating to the Tender

Documents should be sent in writing to the Procurement Office to arrive no later than ten (10) days before the date for submission of the tender. The Procurement Office may if necessary, issue written circulars to Bidders amending or clarifying the Tender Documents and Bidders shall comply with these.

All proposals are to be submitted in an envelope to the designated Tender Box. The envelope must be clearly marked **Waste Management Services**. In addition, bidders must submit an electronic copy of their proposal in PDF format (except for Excel documents) via Microsoft OneDrive and shared with the email address ppecb-procurement@ppecb.com. **N.B.** Please submit the electronic copy in the same order as the physical submission (Individually filed in folders and numbered and named accordingly).

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

- **Envelope 1: Technical Proposal: RFP No. RFP/LAB/CHEMWASTE/2022/01 and Waste Management Services (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 list of returnable documents). No pricing information must be included in Envelope One (Non-compliance will result in automatic disqualification).
- **Envelope 2: Pricing Proposal, B-BBEE and other Mandatory Documentation: RFP No. RFP/LAB/CHEMWASTE/2022/01 and Waste Management Services**
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 (Non-compliance will result in automatic disqualification).

Proposals submitted by companies must be signed by a person or persons duly authorised thereto. The PPECB will award the contract to qualified bidder (s) whose proposal is determined to be the most advantageous to the PPECB, taking into consideration the technical (functionality) solution, price and B-BBEE.

RFP TIMETABLE

| Timetable | Dates |
|--|--------------------------|
| RFP Issue Date: | 29 July 2022 |
| Online Briefing Session: Optional | N/A |
| Responses and costing to be submitted: | 30 August 2022 |
| Bid Evaluation: | 14-16 Sept 2022 |
| BAC Approval | 28 September 2022 |

*These dates are subject to change at the discretion of PPECB.

4 Project Background

PPECB intends to appoint a service provider to provide waste management services for hazardous waste and general waste generated at the Laboratory operations in Centurion. Hazardous waste disposal services are regarded as high-risk sub-category with limited competition that include stringent regulations in the industry. PPECB as a corporate citizen and generator of waste has a duty to ensure that waste is disposed in a responsible and environmentally friendly manner.

The appointed service provider must comply to all the waste management regulations, it must have valid certificates and permits throughout the duration of the contract.

5 Scope of Terms of Reference

The below are terms of reference for the waste management services, service providers are required to comply to these requirements and provide applicable added values services.

5.1 COLLECTIONS AND DISPOSAL

Collection and disposal of all types of waste currently generated by PPECB Laboratory as per the agreed collection frequency.

Types of Waste:

- Plastic contaminated waste bottles
- Glass contaminated bottles
- PVC chemical waste 25L
- Slurry Waste 50L
- Contaminated slurry waste 50L
- Other Laboratory Waste (paper towels, gloves (latex and nitrile), dust masks, filter paper)
- Provide disposal certificate and waste manifest documents for all waste removed to PPECB Laboratory monthly.
- Safe loading, removal and transportation, consolidation (if applicable) and disposal of the Hazardous Waste;

5.2 COLLECTION FREQUENCY

The PPECB will send request for collection, however the current collection frequency is 3 – 5 days a week.

5.3 BIN TURNAROUND TIMES

Ensure that the waste receptacles are provided timeously but within a maximum period of twenty-four (24) hours after having been notified.

5.4 EQUIPMENT AND VEHICLES

The Contractor undertakes irrevocably in favour of PPECB that it will at no stage during the performance of the Service, use Equipment or Vehicle/s which is not to its knowledge and belief in safe, good, and proper working order.

Ensure that if any equipment or vehicle(s) provided by the Contractor breaks down, and/or is involved in an accident, it is replaced immediately to continue with the performance of the Service.

5.5 DISPOSAL OF WASTE

The Contractor shall ensure:

that the disposal of the Hazardous waste at the registered Waste Management Site complies with all national, provincial, and local legislation and/or other applicable legislation.

that the disposal of the waste at the registered Waste Management Site is always supervised by and be subject to the direction and approval of the duly authorised person, Waste Management Site manager or employee in charge of the registered Waste Management Site;

that all Hazardous Waste is disposed of at a registered H:H and/or H:h Landfill Site;

that it obtains a duly signed manifest for each load of Hazardous Waste disposed of at the registered H:H and/or H:h Landfill Site and submits each duly signed manifest to PPECB;

5.6 SPILLAGES BY THE CONTRACTOR

The Contractor must ensure that all necessary and reasonable measures are taken to prevent the spillage of any waste in the PPECB Laboratory, on public roads, onto third party property and into the environment, during the loading, removal, transportation, and disposal of the waste.

The cost of any spillage clean up shall be for the sole account of the Contractor and the Contractor hereby indemnifies PPECB against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person, entity, or organisation.

The Contractor shall ensure that in the event of a spillage occurring it:

immediately inform the PPECB of the incident as well as remediation measures undertaken. the vehicle and all affected areas must be appropriately cleaned and sanitised after disposal that the chemicals used by the Contractor, in the clean-up process are bio-degradable and that the Contractor will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment. That the Contractor has adequate hazmat resources; that the Contractor will not leave the affected area until the spillage has been completely cleaned-up to the satisfaction of the environmental authorities and/or the PPECB Representative.

5.7 ADDITIONAL INFORMATION

Provide all personnel inclusive of supervision necessary for the proper, efficient, timeous, safe, and compliant provision of the Service for PPECB. This Service will be performed in such a way that all waste will be removed from PPECB Laboratory and disposed of in a registered Class A landfill site; provide and make available such equipment and vehicle(s) as may be necessary for the performance of the Service all of which shall be maintained by the Contractor in good working order and condition at all times; in accordance with the prevailing legislation and in terms of this Agreement, while protecting PPECB, the environment and the public from unsound waste management practices; ensure that all statutory laws and other legislation pertaining to the handling, removal, transportation, and disposal of Hazardous waste are complied with;

provide a service in which the interest of public health, hygiene and anti-pollution be paramount and will ensure clean and tidy areas without any accumulation of waste and will prevent the spread of infectious and contagious diseases.

inspect the areas concerned and the nature and quantities of Hazardous waste requiring removal, shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition.

Co-operate with PPECB and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of PPECB.

ensure that in the event of any emergency which may arise at any time during which they are attending to the provisions of services as contained in this agreement are properly attended to. The Contractor is to provide suitable 24-hour communication between the waste vehicle and the PPECB Laboratory for emergency incidents.

The Contractor is to provide details of the authorized persons responsible for the implementation and management of the contract and provide contact details of all staff involved, including those identified for emergency incident.

Nominate representatives of whom at least one shall be available at any hour for call-out in cases of emergency.

Ensure that all Hazardous waste and run off, is taken directly to, and disposed of at the registered high hazardous waste management sites, in accordance with the requirements of the relevant government department, and any new laws which may be promulgated,

Ensure that the performance of the Service shall, without limitation, be in the interests of PPECB, the environment, public health, hygiene, and anti-pollution and that the Contractor will always provide the Service so as to avoid or reduce to a minimum the risks relating to odour, dust, flies, and rodents by using approved sanitary procedures. The current office for Laboratory is in Centurion in Gauteng. The Bidder to note the Laboratory might move from its current location to a new office that will be around the area of Centurion or Midrand area. The move of the laboratory will impact the collection location point of waste.

Reports

Successful Bidder will be required from time to time to furnish Laboratory with Carbon footprint report/analysis information.

5.8 Legislation Requirements

- I. The National Road Traffic Act, no. 93 of 1996: Chapter VIII - Transportation of dangerous Goods and Substances by Road
- II. SANS 10231 (2010): Transport of dangerous goods - Operational requirements for road vehicles
- III. Occupational Health and Safety Act, no. 85 of 1993: Regulations for Hazardous Biological Agents
- IV. National Environmental Management Act: no. 107 of 1998 (NEMA)
- V. National Environmental Management: Waste Act no. 59 of 2008

6 PRICING PROPOSAL

The bidders must provide a monthly flat rate valid for a period of 12 months regardless of the number of collections and disposals made. The proposed price must be an all-inclusive price for services and transportation. Bidders to provide cost breakdown by completing the attached **Annexure B**.

7 Requirements for Tender Submission

The tender and accompanying documents shall be carefully parcelled, sealed, and be delivered to the Procurement Office no later than the closing date at 11H00. Failure to comply with these instructions may result in the tender being considered ineligible.

Written tenders will only be accepted in a sealed envelope or parcel which shall bear the words:

Tender: RFP/LAB/CHEMWASTE/2022/01 AND Waste Management Services

Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)

45 Silwerboom Avenue

Platteklouf

Cape Town, 7500

An electronic copy must be submitted online via Microsoft OneDrive and shared with email address ppecb-procurement@ppecb.com No late tender shall be considered. Tenders will be opened in accordance with the relevant procedures.

8 List of Returnable Documents

The bidder must complete and submit the following returnable schedules:

Envelope 1: Technical Proposal

Refer to the Scope of Reference and Technical Evaluation (Section 5 of this document)

Envelope 2: Pricing Proposal

- J) SBD 1 - Invitation to Submit Proposal
- K) SBD 3.3 – Pricing Schedule
- L) SBD 4 – Bidder's disclosure
- M) SBD 6.1 - Preference Point Claim Form
- N) Central Supplier Database Report
- O) Original and Valid Tax Clearance Certificate
- P) Company / CC / Trust / Partnership registration certificates
- Q) Valid B-BBEE certificate
- R) In case of proposal from a joint venture, consortium or subcontracting, the following must be submitted together with the proposal:
 - Joint Venture Agreement including split of work and rand value signed by both parties;
 - Valid copy of the B-BBEE certificate of the joint venture or consortium;
 - The Tax Clearance Certificate of each joint venture member;
 - Proof of ownership/shareholder certificates/copies of Identity document; and
 - Company registration certificates.

9 Technical Evaluation

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

a) Phase 1 – Administrative Evaluation

- The bidders will be evaluated on the returnable documents for administrative compliance.

b) Phase 2 - Paper-based Technical Evaluation

- The tender submission will be technically evaluated out of a maximum of 180 points based on the bidder's paper-based submission. A minimum threshold of 144 points out of the 180 has been set. Only bidders achieving 144 points minimum threshold will qualify to be evaluated for Phase 3.

c) Phase 4 - Price and Preference

- All bidders meeting the set threshold will qualify to be further evaluated on B-BBEE and Price.
- *Should it be needed, PPECB will invite bidders to conduct a presentation on their pricing*

d) Phase 5 – Risk Evaluation

- The PPECB will at its discretion conduct a risk analysis on the bids that have successfully made it through Phase 4. The PPECB will evaluate the bids against the Objective Criteria as set below.

Note: The PPECB reserves the right to appoint a Bidder other than the one that scored the highest points.

Technical Evaluation Criteria

Allocation of points on functional and technical evaluation will be to criteria within the following framework:

Paper-Based Technical Evaluation – Phase 2

| No. | Technical Evaluation | Min. Points | Max. Points |
|-----|--|-------------|-------------|
| 1 | Experience in Waste Management Industry – Company Comprehensive company profile including statement of waste services carried out by Bidder and number of years providing these services. <ul style="list-style-type: none"> • Comprehensive company profile = 10 points • 3 – 5 years in the industry = 10 points • At least 3 years working with hazardous waste = 10 | 10 | 30 |
| 2 | References: Bidders to provide (At least 3 contactable written reference letters from clients (on the client letter head) not older than 3 years pertaining to waste management services). a) 3 Or More written reference letters (x15 points) b) 2 written reference letters (x10 points) c) 1 written reference letter (x5 points) Reference letters are to include the information on the below: <ul style="list-style-type: none"> • The quality of the service received • Satisfactory delivery on time as per agreed lead times • Turnaround time for collections • Provision of disposal certificates • The overall service received from the supplier | | 15 |
| 3 | Proof of service provider abides by the requirements of the following legislation: <ul style="list-style-type: none"> • The National Road Traffic Act, no. 93 of 1996: Chapter VIII Transportation of dangerous Goods and Substances by Road • SANS 10231 (2010): Transport of dangerous goods – Operational requirements for road vehicles • Occupational Health and Safety Act, no. 85 of 1993: Regulations for Hazardous Biological Agents • National Environmental Management Act: no. 107 of 1998 (NEMA) • National Environmental Management: Waste Act no. 59 of 2008 | | 10 |
| 4 | Incident register for the past 2 years indicating injuries, damages, environmental incidents (since the start of operations, if recently formed) <ul style="list-style-type: none"> • Submitted = 10 Points • Not Submitted = 0 | | 10 |
| 5 | Proof that personnel (driver and assistant) have been trained to on waste management | | 10 |

| No. | Technical Evaluation | Min. Points | Max. Points |
|-----|---|-------------|-------------|
| | <ul style="list-style-type: none"> Certificates (Valid) = 10 Points No Certificates provided = 0 | | |
| 6 | Proof that the driver/s has received Dangerous goods training <ul style="list-style-type: none"> Training Certificate submitted= 10 Points No proof submitted = 0 | | 10 |
| 7 | Proof that at least 1 of the personnel designated to collect waste has completed a First aid course <ul style="list-style-type: none"> Certificates (Driver & assistant) = 10 Points Certificate (Driver or assistant) = 5 Points No Certificate = 0 | | 10 |
| 8 | Number of resources to be made available for the contract <ol style="list-style-type: none"> Number of vehicles, licences, and dangerous goods permit Number of Suitably Qualified Personnel (Driver & Assistant) <ul style="list-style-type: none"> All required information provided = 10 Points Number of Vehicles = 5 Points No information provided = 0 | | 10 |
| 9 | Description of Waste Services System to be utilised inclusive of database management, tracking of all PPECB waste volumes and Quality control procedure. <ul style="list-style-type: none"> Submitted/In place = 10 Points Not Submitted = 0 | | 10 |
| 10 | Confirmation that the supplier can collect on the below times. <ol style="list-style-type: none"> anytime between 6am and 5pm = 5 points more than once per day = 5 points as and when the PPECB laboratory requires = 5 points | 10 | 15 |
| 11 | Confirmation that the bidder can supply PPECB with new drums if required <ul style="list-style-type: none"> Confirmation submitted = 5 Points No confirmation = 0 | | 5 |
| 12 | Confirmation that the bidder will clean the reusable waste drums and deliver it back to the laboratory. <ul style="list-style-type: none"> Confirmation submitted = 10 Points No confirmation = 0 | | 10 |
| 13 | Provide standard operating procedures/method statement applicable to this contract. <ul style="list-style-type: none"> Submitted = 5 Points Not submitted = 0 | | 5 |
| 14 | Safety, Health, and Environmental Plans for this contract <ul style="list-style-type: none"> All submitted = 10 Points Not submitted = 0 | | 10 |

| No. | Technical Evaluation | Min. Points | Max. Points |
|-----|--|-------------|-------------|
| 15 | Emergency response plans, disaster recovery and spill response plans, response times and related procedures. <ul style="list-style-type: none"> Submitted = 10 Points Not submitted = 0 | | 10 |
| 16 | Payment Terms: Bidder to confirm acceptance of PPECB payment terms of 30 days from Invoice date = 10 points | | 10 |
| | TOTAL | | 180 |

The minimum required points for the bidder to be considered for phase three is 144 points. Any bidder that scores below the minimum threshold points of 180 points will be regarded as non-responsive and therefore disqualified.

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**

Price and Preference – Phase 4

The following preference point systems are applicable to all bids whereby points shall be awarded for Price; and B-BBEE Status Level of Contribution (Preference).

The lowest acceptable tender will be used to determine the applicable preference point system as per the Preferential Procurement Regulations of 2017 (80/20 or 90/10).

Phase 5 – Risk Evaluation

The PPECB will at its discretion conduct a risk analysis on the bids that have successfully made it through Phase 4. The PPECB will evaluate the bids against the Objective Criteria as set below.

9.1 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; and
- 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.
- 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.

10 Financial Proposal

Points awarded for price

Note: Respondents are required to complete and return Addendum B – Pricing Schedule. The Bidder's Proposal must set out all pricing assumptions, including the applicable foreign currency exchange rates, applicable indices, and the like.

The agreement will be based on variation-based agreement i.e., fixed unit costs will apply throughout the agreement lifecycle.

All prices must be inclusive of VAT. No variation, to the accepted quote, will be allowed unless the service provider has obtained prior written approval from PPECB. Quoted prices to be valid for **120 business days** and no variation to the accepted quote will be allowed.

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.

10.1 Notes on Quantities and Pricing

- a) 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.
- b) Suppliers must provide firm prices in their proposals. For the purposes of this RFP “firm prices” are prices at which the Supplier will supply the Product and/or the Services to PPECB without any adjustment thereto for any reason whatsoever, for the duration of agreement that PPECB may conclude with the Supplier, for the Proposal accepted by PPECB. PPECB will in this regard prefer that price be **firm for a period of at least 12 (twelve) months**.
- 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.

11 Special Conditions

- 11.1 PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Scope of the Terms of Reference.
- 11.2 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 disclosed and prior consent is obtained in writing.
- 11.3 A bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.
- 11.4 PPECB may reject bid if does not comply with the instruction of submission of the proposal referred to above
- 11.5 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out above.

12 Joint Ventures, Consortiums and 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.

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

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and 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;
- The name of the lead / prime contractor; 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 RFP, 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.

13 Subcontracting and Claiming of Preference Points

Bidders who want to claim Preference points will have to fully comply with regulation 5 and 12(3) and Note 32 (9) of the Preferential Procurement Regulations 2017 regarding subcontracting which states that:

* **(5)** A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that such a bidder intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the sub-contract.

* **12 (3)** A person awarded a contract 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 sub contract.

***Note 32 (9)** If the value of a bid is more than R30 Million of any tender the bidder is required to subcontract a minimum of 30% of the value of the contract to advanced designated groups which are listed on the National Treasury Supplier Database. Advanced designated groups are as follows:

- a) an EME or QSE;
- b) an EME or QSE which is at least 51% owned by black people;
- c) an EME or QSE which is at least 51% owned by black people who are youth;
- d) an EME or QSE which is at least 51% owned by black people who are women;
- e) an EME or QSE which is at least 51% owned by black people with disabilities;

- f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- g) a cooperative which is at least 51 % owned by black people;
- h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- i) more than one of the categories referred to in paragraphs (a) to (h)

Non-Compliance to subcontract a minimum of 30% of the contract value in this regard will result in a bid being declared non-responsive. The contract will be directly with the bidder. The bidder is accountable for any subcontractor that the bidder will include in the contract. This includes (but not limited to) performance and delivery.

14 Insurance

- 14.1** The successful Service Provider 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 Request for Proposal.
- 14.2** Upon award of contract and prior to beginning work, the successful Service Provider must provide proof of insurance. Insurance must be maintained for the duration of the contract. Please provide a sample certificate of insurance that indicates your company's limitations of liability as part of your RFP response.

15 Revisions to Request for Proposal

In the event that it becomes necessary to revise any part of this Request for Proposal, an addendum setting out such revisions will be provided to all Service Providers on E-Tenders and PPECB website.

16 Reservations

- 16.1** PPECB reserves the right to extend the closing date.
- 16.2** PPECB's decision/s regarding the acceptance or non-acceptance of a Proposal shall be final and PPECB is not obliged to furnish any reason for such decision.
- 16.3** Proposals shall be considered and evaluated against a pre-determined evaluation value structure determined by PPECB. All Suppliers shall provide all information requested in this RFP in order to facilitate the evaluation process. Suppliers shall strictly adhere to the instructions stated in this RFP. PPECB shall not be bound to divulge such evaluation criteria but may do so in its sole and absolute discretion.
- 16.4** PPECB may, during and after the evaluation of the Proposals and in its sole and absolute discretion, decide to:
 - 16.4.1 Accept a Proposal other than the lowest priced Proposal;
 - 16.4.2 Refuse to consider any Proposal not conforming with the requirements of this RFP;
 - 16.4.3 Ask any Supplier to supply further information after the closing date;
 - 16.4.4 Cancel this RFP or any part thereof at any time;
 - 16.4.5 Award the contract pursuant to this RFP or any part thereof to any one or more Suppliers,
 - 16.4.6 Not to award the proposal at all.

17 Further Information

For further information a bidder may contact the Procurement Office at the address shown below:

Physical Address

PPECB

| | |
|------------------------------------|--|
| | 45 Silwerboom Avenue |
| | Platteklouf |
| | 7506 |
| Contact number | +27 21 930 1134 |
| Technical and Commercial Enquiries | ppecb-procurement@ppecb.com |

PLEASE ENSURE YOU USE REFERENCE NUMBER: **Tender Number and Name.**

18 Form of Contract

- 18.1** The PPECB and the successful Bidder will enter into a written contract and/or Service Level Agreement in respect of the products and services detailed in this Invitation to Tender.
- 18.2** The form of contract and/or Service Level Agreement will be as agreed between the PPECB and the successful Bidder. A draft PPECB contract agreement is provided as part of the bid documents. The draft agreement is subject to changes and will form the basis of the negotiations between PPECB and the Bidder
- 18.3** A comprehensive right to audit clause will be included in the contract. The clause will provide PPECB, its authorised advisors, other representatives, and any regulatory body access to audit the compliance of the Bidder to the terms of the Agreement and the accuracy of the Bidders invoicing. Access to the bidder's system, software, all information in relation to the services the Bidder will render in terms of the Agreement, premises, data, employees, agents, subcontractor (but not to information which the Bidder is obliged to keep confidential and not to information which is legally privileged and/or subject to litigation privilege) will also be required.

19 Terms of Payment

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:

- 19.1** the Price being in accordance with the agreed quotes and as per the contract;
- 19.2** the Products/Services being received and accepted by the PPECB in terms of the contract;
- 19.3** Goods and Services VAT being included in the Price.
- 19.4** A correct purchase order number being quoted on the tax invoice.

Payments terms of 30 Days from invoice date.

20 Duration of Contract

- 20.1** This Contract and/or Service Level Agreement shall commence on the Commencement Date and terminate after a period of three(3) years with an option to renew for a further period of two (2) years, subject to early termination hereof, or termination due to breach of contract. 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.

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.

21 General Terms and Conditions

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 RFP. This confidentiality clause extends to bidder partners whom you may decide to involve in preparing a response to this RFP.

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 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 PPECB’s confidential information coming into the possession of unauthorized third parties. In protecting the receiving party’s confidential information, 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 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 PPECB,
- shall be deemed to be the property of 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 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.

Data Protection

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 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 personal information of the successful bidder must be retained in accordance with the PPECB's document retention policy.

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.

News and press releases

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

General legal conditions

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

PPECB shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. 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.

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

By submitting a proposal in response to this RFP, the Bidder accepts the evaluation criteria as it stands.

Should the Bidder withdraw the proposal before the proposal validity period expires, 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 RFP and by the subsequent acceptance of any less favourable proposal.

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

PPECB will not be held liable for any expenses incurred by Bidders, in preparing and submitting the proposal.

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

All Bidders must make full disclosure of any potential conflict of interests. PPECB will make the final determination as to whether the potential conflict of interest precludes the award of the tender to the Bidder.

While information in this RFP document has been prepared in good faith, it does not purport to be totally comprehensive, nor to have been independently verified. 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 RFP 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 RFP document and any contract that may result from this RFP process. Failure to do so may lead to disqualification.

Please note that a potential bidder must have a B-BBEE certificate that has been issued by a verification agency accredited by the South African Accreditation System (SANAS) or the bidder must submit an affidavit stating its B-BBEE status level. Exempt Micro Enterprises (EME's) must acquire an affidavit regarding their B-BBEE status level - no verification is required. This is also applicable to Qualifying Small Enterprises (QSE's) with 51% or more black ownership.

22 Disclaimer

This RFP is a request for proposals 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 proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFP, 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.

DECLARATION BY THE BIDDER

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

RFP No: **Tender Number and Name**

I hereby undertake to render services described in the attached RFP documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in RFP 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.

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

NAME (PRINT) Signature

WITNESSES:

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