

Invitation to Tender

Tender Name: PROVISION OF OFFICE SPACE RENTAL FOR THE PPECB NESLPRUIT OFFICE

Tender Number: RFP|LEASE|NEL| 2025/04

Date of Issue	09 May 2025
Closing Date & Time	03 June 2025 11:00 am
Bid Validity Period from date of Closure	150 Days
Method of Submission	Physical Submission in Tender box: PPECB Head Office, Main Reception 45 Silwerboom Ave, Platteklouf, Cape Town and An electronic submission, via email must be emailed to: amy-leighb@ppecb.com
Briefing Session	N/A
Tender Enquiries	Amy-Leigh Bowers E-mail: amy-leighb@ppecb.com Tel: +27 21 930 1134
PPECB business hours	08:00 – 16:00
Category	Building

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CONFIDENTIALITY AND PROPRIETARY NOTICE

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP LEASE NEL 2025/04	CLOSING DATE:	03 JUNE 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	PROVISION OF OFFICE RENTAL SPACE FOR THE PPECB NELSPRUIT OFFICE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Head Office: 45 Silwerboom Ave, Plattekleof, Cape Town, 7560					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Amy-Leigh Bowers		CONTACT PERSON		
TELEPHONE NUMBER	021 930 1134		TELEPHONE NUMBER		
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER		
E-MAIL ADDRESS	amy-leighb@ppecb.com		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

1 Invitation to Tender

Bidders are invited to tender for the appointment of a service provider for the provision of office space rental for the PPECB Nelspruit Office. The successful bidder will enter into a lease agreement with the PPECB for a period of Five (5) 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 **03 June 2025 at 11:00am** and emailed to amy-leighb@ppecb.com

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 under the APS Act, No.119 of 1990.

The PPECB's Executive Authority is the Minister of the Department of Agriculture 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 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://Welcome-Central-Supplier-Database-Application(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 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, in writing, 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.

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. If 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, consortium, partnership, agency and/or distribution agreements must clearly set out the names and roles and responsibilities of the Lead Partner in the agreement. 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, consortium, partnership, agency and/or distribution agreement/arrangement. In addition, provide the following information:

- Entity(is) that will be guaranteeing contract performance.

- Date of the agreement formation, if applicable; and
- Details regarding the nature of the agreement between the parties 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.

Failure to submit the listed will result in your bid deemed non-responsive

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 or partnership 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, 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 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, PPECB reserves the right to conduct independent reference checks.

3.15 Additional Information

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 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 does not 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 & Conditions of this Tender. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the tender, whether regarding 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 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.

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. 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 PPECB is contained herein.

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

4 Terms of Reference

4.1 Background

The PPECB is looking to appoint a service provider who is qualified in property management entities to submit proposals for the rental of office space for the PPECB Nelspruit office for a period of five (5) years with an option to renew for 2 years. The rental space should be in the Nelspruit area.

4.2 Scope of Service

The Bidders will be required to provide a written proposal for the provision of the office space that is conducive for the PPECB to conduct its operations efficiently and complying to the necessary legislations as detailed under the technical specification below:

Item No.	Description	Specification
1.	Office Size	Gross Rentable Office Area between 250 - 280m ² .
2.	Property Information	Bid proposal should clearly outline the following: - Physical address, stand number, - Details of all partners to the offer, - Detailed rental option, - Number of offices: 3 or more 14 m² and air conditioned - 2 x Boardrooms (1x 4.5 x 5 sqm, 2x 4.5 x 10 sqm) - Kitchen area: With built-in cupboards and sink (Water (Hot & Cold) - Data capture office 12 sqm - Reception area: Provide for customer waiting area for not more than 2-3 people, water dispenser, PPECB marketing material and decorative materials. - Secure storage area: 1 storeroom for stock and records keeping 5x5 sqm - Network room with 2 x 3 sqm - Total floor space to be air-conditioned and floor covering - Tenant installation allowance, - Floor plans - Municipal approved building plans - Power supply and type of power equivalent to <u>3 phase to the building</u> - <u>Power supply</u> to be connected and distributed through the building - Building insurance information (provide proof of building insurance) - Bid proposal should clearly outline the provision of security of the building: - Access control into the building - Occupancy Certificate - Disabled access (entrance and exit) - Electricity

		- Sanitation and refuse removal service
3.	Parking Facilities	Bid proposal should have a detailed layout of the parking areas as detailed in functionality. A minimum of 5 on-site parking bays and provision for visitor parking -5 bays.
4.	Building Compliance	The following certification of compliance must be in place not limited to; Mechanical, Plumbing, Electrical, Gas,
5.	Ablutions for Male and Females	The bidder shall provide fully functional ablation facilities that meet the OHS Act requirements. (Male Female & Disabled).
6.	Technology and Communication	Power supply to be connected and distributed through the building. Provision to be made for telecommunication lines within the building.
7.	Health & Safety	- Certificate of Good Standing - Evacuation plans- - clear demarking of assembly points - Fire Hydrants and hose reels
8	Maintenance	Proposals should clearly specify the responsibilities of the Landlord around maintenance issues, including but not limited to the following. air conditioning units, fire extinguishers, lifts (if applicable), electricity and plumbing work. Turn-around time to be clearly stated on maintenance and repair work by the Landlord; PPECB reserves the right to negotiate the turnaround times should it not be satisfactory.
9.	Building Support Services	Services must be available on occupation: - Generator - Security service - Access to roof (as required)
10.	Date for beneficial Occupation for tenant	TBC

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:

Envelop 1 – Technical Proposal: RFP|LEASE|NEL|2025-04 PROVISION OF OFFICE SPACE RENTAL FOR THE PPECB NESLPRUIT OFFICE (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.

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

5.1.7 Envelope 2 – Pricing Proposal:

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 – Specific Goals
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.	Tax Compliance Pin / Tax Clearance Certificate
10.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: ▪ 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
11.	Directors' resolution

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: Technical Proposal:

RFP|LEASE|NEL|2025-04 PROVISION OF OFFICE SPACE RENTAL FOR THE PPECB NESLPRUIT OFFICE

Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)
45 Silwerboom 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 amy-leighb@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 – Mandatory Evaluation
- Stage 3 – Functional / Technical Evaluation.
- Stage 4 – Building Evaluation (Due diligence)
- Stage 5 – Price and Preference Evaluation; and
- Stage 6 – 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- Mandatory Technical Evaluation Criteria

In their responses, bidders must state whether (or not) they comply with each of the requirements below and provide a comment substantiating their claim or provide a cross reference where in their quotation/proposal they address this requirement.

If a Bidder does not comply with any requirement in the table below, they will be disqualified and not be considered for further evaluation.

No.	Mandatory Functional/Technical Evaluation Criterion	Comply	Comments / X-Ref in Proposal
1.	Office Size between 250-280m ²	☐ Yes ☐ No	
2.	The office area to 02be in Nelspruit	☐ Yes ☐ No	
3.	Proof of ownership of the building submitted in the proposal, Title Deed and where an agent was appointed, a letter of appointment by the owner mandating the agent to act on their behalf.	☐ Yes ☐ No	

6.3 Stage 3 - Functional / Technical Evaluation

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

No.	Criteria	Technical Requirements	Max Points
1	Proof of Ownership	- The successful Bidder must provide: Proof of ownership of the municipal approved building plans-5 points. - Title Deed 5 points. - Zoning Certificate - 5 points - Bidder did not provide proof- 0 points	10
3	Insurance	- The successful Bidder must provide Copy of Comprehensive Insurance cover (letter from the insurer detailing the building covered and amount of cover as per risk type will be acceptable if a policy cannot be provided). - 5 points - Bidder did not provide copy of Insurance cover- 0 points	5
5	Rentable Office space	The successful bidder must indicate if the rental office space includes: - 3 or more enclosed offices – 10 points - 1-2 enclosed offices – 5 points - No enclosed office space – 0 points	10
		Enclosed Boardroom Area: - Accommodates 8-10 people – 10 points - Accommodates 5-7 people -5 points - Accommodates less than 5 people- 0 points	15
		Reception area: - Waiting area for 3 or more people- 5 points - No waiting area - 0 points	5
		Enclosed Storeroom: - 1 Storeroom – 10 Points - no storeroom = 0 points	10
7	Compliance Certification	The following Compliance Documents are to be submitted as part of the Bid - Fire Compliance Certificate - 5 points - Plumbing Compliance Certificate - 5 points - Electrical Compliance Certificate - 5 points - Mechanical Compliance Certificate HVAC -5 points - Lifts if applicable -5 points - No compliance documents -0 points	15

No.	Criteria	Technical Requirements	Max Points
8	ICT Requirements	Bidders to provide letter confirming: - Enclosed network room with air conditioner and lockable. - 10 points - Provision of Power plug two (2) points - 5 points	15
9	Security	Confirmation of security or access control to the premises and building - Indicate in writing how security access is controlled in the premises and building – 5 points	5
10	Multi-level Building	Provide letter of confirmation with regards to lifts/ramps in multi-level building - multi-level building must have a Lift/ramp- 10 point - multi-level building with No lifts/ ramps - 0 points	10
11	Ablution Facilities	Provide letter of confirmation regarding ablution facilities confirming ablution facilities for male, female and disabled persons - Access to Ablution facilities for disabled persons - 10 points - Confirmation of ablution facilities for male, female and none for disabled persons- 5 points	10
12	Parking	Bidder to provide a letter confirming the parking availability. - 5 or more secured parking bays for personnel- 5 points - Accommodation for 5 or more visitor parking spaces - 5 points - Less than 5 parking bays for personnel - 0 points - No visitor parking - 0 points	10
13	Amenities	Provide letter confirming a list of amenities within -walking distance – 5 points - No letter provided- 0 points	5
14	Maintenance	Maintenance: - Proposals should clearly specify the responsibilities of the Landlord around internal maintenance issues, including but not limited to the following: Air conditioning units, fire extinguishers, lifts (if applicable), electricity and plumbing work. Turn-around time to be clearly stated on maintenance and repair work by the Landlord; PPECB reserves the right to negotiate the turnaround times should it not be satisfactory. - 10 points - No maintenance plan - 0 points	10
15	Backup Power	- Bidders to specify if there is backup power initiatives and installations in the building - 10 points - No indication- 0 points	10
16	Date for beneficial Occupation for tenant	Bidders to confirm the availability of the rental space TBC- 10 points	10
Total			155

Functional Threshold

Any bidder that scores below the minimum threshold points of 130 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.

6.4 Stage 3 - Site Visit / Building Evaluation

Criteria	Comply
Building Conditions: The building must be in a good and safe condition; it must not be old and dilapidated. The PPECB will conduct a site visit to the proposed building to determine suitability in terms of: - Security of the location of the building - Accessibility - General condition of the building - Security measures (Burglar bars, alarm system, etc) Should the building be deemed unsuitable based on the listed criteria above the bid will not progress to the next phase of evaluation	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No

6.5 Stage 4 – Price and Specific goals Evaluation

All Bidder(s) that pass all previous stage of evaluation (acceptable Bidder(s)) will qualify to be further evaluated on Price and Specific Goals (80/20).

Description	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	100

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to tenderers: The tenderer must indicate how they claim points for each specific goal stipulated below and provide supporting evidence.)

No	Specific Goal	How will this be evaluated?	Preference Points	Number of points claimed. (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	Total Points: 10 % Shareholding and Points allocation out of total of 10 points. 70% to 100% = 10 51% to 69% = 5 Below 50% = 1	
2	Women-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 51% to 69% = 6 30% to 50% = 4 Below 30% = 0	

	Total Points for Specific Goals	20	
--	--	-----------	--

6.6 Stage 4 - Objective Criteria

The following objective criteria as per section 2(1)(f) of the PPPFA will be considered by the Bid Specification Committee for inclusion in all bids and by SCM for inclusion in all tenders and quotations:

- 1) The risk of fruitless and wasteful expenditure that is deemed by the BEC to be unacceptably high.
- 2) Where the prices are deemed to be an abnormally low, and the BEC has taken steps to verify the reasons, and the supplier has not been able to convince the BEC that they will deliver for the quoted price.
- 3) The risk of a material irregular expenditure where there is urgency in the award. and
- 4) The risk of an increase in the total cost of ownership to the PPECB.

7 Financial Proposal

Points awarded for price.

Note: Respondents are required to ensure that pricing includes the total cost of Building. The Bidder's Proposal must set out all pricing assumptions.

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 the PPECB. Quoted prices to be valid for **150 business days** and no variation to the accepted quote will be allowed.

Pricing Breakdown Model

Bidders must provide explicit and detailed costing model for their solution.

7.1 Notes on Quantities and Pricing

- a) Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their Proposals.

Price notes.

Bidders must include a breakdown of costs per year for the today cost per annum.

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.

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 Insurance

8.2.1 Upon award of this tender the successful Bidder must transfer the comprehensive insurance policy to PPECB if requested. Insurance must be maintained for the duration of the contract until transfer of ownership takes place. Please provide a sample certificate of insurance that indicates your company's limitations of liability and premises as part of your RFP response.

8.3 Assignment and Cession

8.3.1 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, unless disclosed and prior consent is obtained in writing.

- 8.3.2 8.3.2 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

9

9.1 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 PPECB.

9.2 Quality

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

8.6 Payment

8.6.1 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:

8.6.1.1 the Price being in accordance with the agreed quotes and as per the contract.

8.6.1.2 the Products/Services being received and accepted by the PPECB in terms of the contract.

8.6.1.3 Goods and Services VAT being included in the Price.

8.6.1.4 A correct purchase order number being quoted on the tax invoice.

8.6.2 The Payments terms shall be 30 Days from invoice date.

8.7 Subcontracting will not be applicable on this tender.

8.9 Legal Jurisdiction

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

This preference form must form part of this tender's invitation. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this invitation to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{cc} \textbf{80 / 20} & \textbf{90 / 10} \\ \\ \textbf{Ps} = \textbf{80} \left(1 - \frac{\textbf{Pt} - \textbf{P min}}{\textbf{P min}} \right) & \textbf{or} \quad \textbf{Ps} = \textbf{90} \left(1 - \frac{\textbf{Pt} - \textbf{P min}}{\textbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 / 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	
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	Total Points: 10 % Shareholding and Points allocation out of total of 10 points. 70% to 100% = 10 51% to 69% = 5 Below 50% = 1	
2	Women-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 51% to 69% = 6 30% to 50% = 4 Below 30% = 0	
Total Specific Goals			20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

PURCHASE ORDER TERMS AND CONDITIONS

The following Terms and Conditions apply between the PPECB and the SUPPLIER.

1. INTERPRETATION AND APPLICABILITY

- 1.1. In this Terms and Conditions of Purchase, unless the context indicates otherwise;
 - 1.1.1. **"Agreement"** / **"Terms and Conditions"** means this Purchase Order Terms and Conditions;
 - 1.1.2. **"Confidential Information"** means any information or data, including any Personal Information, shared by the Disclosing Party which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means, including all information relating to the Disclosing Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a Party, information relating to the Services and information relating to its clients and facilities;
 - 1.1.3. **"Data Protection Legislation"** means any and all applicable laws relating to data protection in force in the Republic of South Africa, including but not limited to the Protection of Personal Information Act No. 4 of 2013;
 - 1.1.4. **"Disclosing Party"** means either Party and/or any third Party to the extent that it discloses any Confidential Information in terms of this Agreement;
 - 1.1.5. **"Goods"** means the movable Goods to be supplied and delivered by the Supplier to the PPECB, as described in the Purchase Order;
 - 1.1.6. **"PPECB"** means the Perishable Products Export Control Board;

- 1.1.7. **"Personal Information"** is Personal Information as defined in the Protection of Personal Information Act No. 4 of 2013;
 - 1.1.8. **"Purchase Order"** means the Purchase Order issued for this transaction and to which these Terms and Conditions are attached;
 - 1.1.9. **"Receiving Party"** means the Party, other than the Disclosing Party, to the extent that it receives any Confidential Information from the Disclosing Party;
 - 1.1.10. **"Services"** means the Services to be rendered by the Supplier to the PPECB as described in the Purchase Order;
 - 1.1.11. **"SUPPLIER"** means the natural person or juristic person described in the Purchase Order.
- 1.2. Save for as set out below, in the event of any conflict, ambiguity or inconsistency between these Terms and Conditions and any other document relating to this transaction, including any Terms and Conditions in any invoice, proposal or other SUPPLIER document, these Terms and Conditions shall prevail.
- 1.3. Any Terms and Conditions incorporated in or affixed to the SUPPLIER's quotation will be of no force and effect, unless the PPECB has agreed to them, or to any part thereof, expressly and in writing.
- 1.4. These Terms and Conditions will only apply and be binding on the Parties where there is no agreement in place between the Parties regarding the purchase of the item/s and/or service/s, described in this Purchase Order.

2. ACKNOWLEDGEMENT AND ACCEPTANCE OF THE ORDER

- 2.1. Acceptance of the order must be acknowledged by the SUPPLIER in writing.
- 2.2. Without such written acceptance, execution of the order whether partially or complete, is in itself an acceptance of the Purchase Order and this Terms and Conditions by the SUPPLIER.

3. PRICES

3.1. FIXED PRICES

- 3.1.1. Unless otherwise agreed upon by the PPECB and the SUPPLIER in writing, prices shall be considered to be fixed and will not be subject to change.

- 3.1.2. For avoidance of doubt, clause 3.1.1 includes prices subject to fluctuations in the exchange rate, the price quoted must be done on a fixed rate of exchange and will not be subject to change.
- 3.1.3. Prices will include the cost of delivery as per the delivery address indicated on the Purchase Order.
- 3.1.4. Where prices are subject to change, such changes will be calculated on the basis set out in the Purchase Order, or as accepted by the PPECB in writing.
- 3.1.5. Should the basis not have been agreed upon prior to the issue of this order, then documentary proof of all changes shall be furnished by the SUPPLIER and the price shall then be subject to acceptance by the PPECB in its sole discretion.
- 3.1.6. If the changed price is unacceptable, then the PPECB shall be entitled to cancel the order with immediate effect and without prejudice.
- 3.1.7. Unless stipulated to the contrary in the order, additional charges of whatsoever nature will not be accepted by the PPECB unless the SUPPLIER has obtained acceptance in writing of such additional charges prior to the performance or delivery of this order.

3.2. DISCOUNT

- 3.2.1. All discounted rates, including early payment, should be communicated to the PPECB and reflected as a separate invoiced amount.

4. TERMS OF PAYMENT

- 4.1. Unless other arrangements have specifically been agreed upon in writing, the PPECB shall pay the SUPPLIER for the Goods and Services within thirty (30) days of the receipt by the PPECB of a correct, undisputed, and properly due statement.
- 4.2. The PPECB shall not be liable for any amounts not explicitly set out in the Purchase Order, or as agreed by the Parties in writing.

4.3. INVOICING

- 4.3.1. Invoices, reflecting the PPECB order number, shall be submitted to the PPECB by the SUPPLIER within seven (7) days of the date of delivery of the Goods, if it is not delivered with the Goods.

- 4.3.2. Each invoice must be a valid tax invoice and shall contain a sufficient and correct description of the Goods and/or Services and must reflect the correct order number as set out in the Purchase Order.

5. DELIVERY

- 5.1. The SUPPLIER shall immediately notify the PPECB in the event that the SUPPLIER's timely performance under this Purchase Order is delayed or likely to be delayed, in whole or part, and the SUPPLIER shall provide all available information of such delay. Such notice shall not constitute a waiver by the PPECB of any of the SUPPLIERS obligations hereunder.
- 5.2. If only a portion of the order is available for delivery, the SUPPLIER shall, on agreement by the PPECB, deliver the available Goods and/or Services, and deliver, at the SUPPLIER'S own cost, the remaining portion of the order as per the new agreed delivery date.
- 5.3. If the SUPPLIER fails to deliver the Goods and/or Services on or before the delivery date, and fails to notify the PPECB of any delays, or then fails to deliver as per the new agreed date, then the PPECB reserves the right to cancel the order entirely or partially, and in which event the PPECB shall, at its sole discretion, be entitled to recover any loss or damages suffered as a result of late delivery by the SUPPLIER, or the cancellation of this order by the PPECB.
- 5.4. Any Goods delivered that do not comply with the specifications of this order, or out of box failures shall be returned / collected by the SUPPLIER at the SUPPLIER's own cost.
- 5.5. The PPECB reserves the right to amend the delivery date originally specified in this order provided that the date of delivery shall not be advanced without the consent of the SUPPLIER.
- 5.6. All Goods and/or Services delivered must be accompanied by a delivery note and every delivery note or invoice delivered shall:
- 5.6.1. Be accompanied by a waybill which shall reflect the SUPPLIER's name, PPECB order number, and an accurate description of the Goods delivered; and
- 5.6.2. Include the serial number of equipment, where applicable.

6. PACKAGING AND SHIPMENT

- 6.1. All equipment ordered shall be suitably packed or otherwise prepared and to meet shipping agent requirements.
- 6.2. Returnable containers shall be clearly marked as returnable and show the name of the SUPPLIER and the price chargeable if not returned.
- 6.3. If the shipment is not forwarded according to the PPECB's instructions, the difference in cost will be charged to the SUPPLIER.
- 6.4. No charges will be allowed for containers, crating boxing, drayage, etc. unless agreed to between the Parties prior to delivery of any orders.

7. QUALITY AND SPECIFICATION

- 7.1. Goods and Services delivered shall be in compliance with the order and shall be to the complete satisfaction of the PPECB. If the Goods do not comply with these requirements, the PPECB shall, at its sole discretion, be entitled to:
- 7.2. Call upon the SUPPLIER to make good any defects in workmanship and material within a specified period at the cost of the SUPPLIER; or
- 7.3. Refuse to take delivery, or, having taken delivery, to reject the Goods and service and to recover from the SUPPLIER all direct costs and damages sustained by the PPECB arising from the SUPPLIER's breach of the conditions; or
- 7.4. Purchase Goods and Services of the specified quality on the open market, in which case, the excess between the price then paid and the price agreed to in terms of this order shall be payable by the SUPPLIER to the PPECB.

8. CONFIDENTIALITY

- 8.1. The Parties shall keep confidential and shall not disclose to any third Party (other than for the purposes of performing Services under this Agreement) any of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.
- 8.2. The provisions of 8.1 shall not apply to any confidential information which:
- 8.2.1. is or hereafter becomes part of the public domain (otherwise than as result of a breach of the provisions of 8.1 above);

- 8.2.2. can be shown to have been lawfully in the possession of the Receiving Party, or its affiliates, prior to its disclosure and is not subject to any existing Contract between the Parties and/or their affiliates;
- 8.2.3. is acquired by a Party or its affiliates independently from a third Party, who lawfully acquired such information without restriction, or information which acquired or developed by a Party or its affiliates independently without access or reference to Confidential Information of the Disclosing Party; or
- 8.2.4. is disclosed or released with prior written authorisation by the Disclosing Party to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.
- 8.3. In the event of termination or cancellation of this Agreement, the SUPPLIER shall return all PPECB Confidential Information to PPECB or destroy such Confidential Information and provide a signed certificate of destruction, at PPECB's election.

9. INTELLECTUAL PROPERTY

- 9.1. All Intellectual Property Rights belonging to a Party and/or its licensors prior the Effective Date will remain vested in that Party and/or its licensors.
- 9.2. Unless agreed by the Parties to the contrary, reduced to writing and signed by both Parties, all Intellectual Property rights in all proposals and documentation furnished by the PPECB in or in relation to this Agreement are and shall remain at all times vested in the PPECB.
- 9.3. All Intellectual Property Rights in and to any PPECB Materials shall vest in and shall remain vested in PPECB and where the SUPPLIER is provided access to any PPECB Materials, the SUPPLIER shall use such PPECB Materials strictly in accordance with the terms of this Agreement. the SUPPLIER shall perform all such actions and take all such steps as may be reasonably required for the purpose of preserving or perfecting such vesting and shall only use PPECB Intellectual Property in accordance with this Agreement.
- 9.4. In the event of termination or cancellation of this Agreement, the SUPPLIER shall return all PPECB Intellectual Property to PPECB.

- 9.5. Neither Party's trademarks nor brands shall be used by the other Party for any purpose without obtaining prior written consent of the relevant Party and then only in the manner prescribed.

10. INDEMNITY

- 10.1. The SUPPLIER hereby indemnifies the PPECB against any loss or damage to the property or person resulting from or in connection with the work or Goods or materials furnished by the SUPPLIER or by any sub-contractor hereunder.
- 10.2. SUPPLIER confirms that it is aware of the provisions of section 21 of the Perishable Products Export Control Act 9 of 1983. SUPPLIER indemnifies and holds the PPECB, its employees, officials, and board members harmless against any claim as envisaged in the said section 21, notwithstanding the provisions of Section 20.

11. RISK

- 11.1. The SUPPLIER shall be liable for all loss and damage to the Goods from whatsoever cause arising, until the Goods have been delivered to and accepted by the PPECB, or its receiving agent. Rejected Goods shall be held by the PPECB for collection by the SUPPLIER if required, at the SUPPLIER's sole risk and cost. Such rejected Goods shall, at the PPECB's sole discretion, be replaced with new Goods meeting the required specifications by the SUPPLIER forthwith
- 11.2. The PPECB cannot be held liable for any loss, direct or indirect, including loss to third Parties, arising while Goods ordered are in transit prior to delivery.

12. GUARANTEE

- 12.1. The SUPPLIER undertakes to deliver Goods and Services that are free from defects. Further to this the SUPPLIER guarantees the Goods and Services delivered to be as specified in this order and free from defects in workmanship and material for a period of not less than twelve (12) months from the date of delivery. This guarantee shall be over and above any rights and remedies which the PPECB has at law. The SUPPLIER shall replace, free of charge, all such Goods and Services which fails to meet this guarantee.

13. TRADEMARKS AND PATENTS

- 13.1. The SUPPLIER shall indemnify the PPECB against any and all liability, damage, costs, claims or expenses which may be suffered by the PPECB by reason of any claims, demands or actions brought against the PPECB and/or its customers for actual or alleged infringement of any trade Mark, Letters Patent, Copyright or other similar protection by reason of the manufacture of Goods or materials covered by this order by the SUPPLIER, the resale thereof by the PPECB, or use of said Goods or materials or any part thereof for purpose known to SUPPLIER.

14. RESTRICTED DATABASE OF SUPPLIERS

- 14.1. The PPECB may terminate this agreement with immediate effect if the SUPPLIER is listed on National Treasury's database of restricted suppliers.

15. DISPUTES

- 15.1. If there is any dispute regarding the interpretation of this Agreement, or if there is any other dispute between the Parties arising from or in connection with this Agreement or action taken pursuant to its provisions or its termination, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. This clause does not detract from a party's right to institute action or motion proceedings in the High Court or any other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement.
- 15.2. If after thirty (30) days the Parties have failed to resolve their dispute or difference by mutual consultation, then such matter ("the Dispute") shall be determined by an independent expert in the particular field.
- 15.3. Within 5 (five) days after the failure to resolve the dispute, the Parties shall agree upon such independent expert.
- 15.4. Such expert shall act as an expert and not as an arbitrator and shall in his sole discretion lay down the procedure to be followed and the manner in which evidence, if any, shall be allowed.
- 15.5. The dispute shall be determined in Cape Town, Republic of South Africa.
- 15.6. This Agreement shall be governed by the laws of the Republic of South Africa.

16. AMENDMENT OF THE ORDER

- 16.1. Any amendments to this Terms and Conditions or the purchase order shall only be of force and effect, if confirmed in writing and accepted by the PPECB and the SUPPLIER.
- 16.2. If such amendment affects the prices or the agreed delivery date, then the SUPPLIER shall notify the PPECB in writing and such changes shall only be of force and effect if agreed upon by the PPECB.

17. GENERAL

- 17.1. All the work, including preliminary work, relating to any of the products supplied in respect of a purchase order, shall remain the property of the PPECB and may not be reproduced in any form without the PPECB's written permission.

DATA PROTECTION ADDENDUM

(to be signed by the SUPPLIER and returned to the PPECB)

1. DATA PROTECTION

1.1. The SUPPLIER acknowledges that the Parties are required to Process each other's Personal Information insofar as is necessary for each Party to comply with its obligations in terms of this Purchase Order.

1.2. The SUPPLIER shall Process such Personal Information only:

1.2.1. in compliance with Data Protection Legislation, the PPECB's instructions and these Terms and Conditions;

1.2.2. for purposes connected with performing in terms of this Purchase Order or as specifically otherwise instructed or authorised by the PPECB in writing.

1.3. The SUPPLIER shall treat the Personal Information that comes to its knowledge or into its possession as confidential and the SUPPLIER shall comply with all the provisions of this clause, and not disclose such Personal Information without the prior written consent of the PPECB.

1.4. The SUPPLIER warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

1.4.1. Loss of, or damage to, or unauthorised destruction of the Personal Information; and/or

1.4.2. Unlawful access to or unlawful Processing of the Personal Information.

1.5. The SUPPLIER agrees that it may not modify any Personal Information which comes into its possession in terms of the Agreement, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such Personal Information, other than as specifically permitted herein or as directed by the PPECB in writing.

1.6. The SUPPLIER shall notify the PPECB in writing:

1.6.1. within 1 Business Day or otherwise as soon as reasonably possible if any Personal Information has been or is reasonably believed to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under the Agreement. Such notification must provide sufficient information to allow affected individuals to take measures against the potential consequences of the compromise, including, if known to the SUPPLIER, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

1.6.2. within 3 Business Days of receipt thereof, of any request for access to Personal Information or correction of Personal Information or complaints received by the SUPPLIER and provide the PPECB with full details of such request or complaint; and

1.6.3. Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any regulatory, supervisory, or governmental body whatsoever.

1.7. The SUPPLIER acknowledges and agrees that the PPECB and/or the applicable Data Subject retains all right, title, and interest in and to the Personal Information. The SUPPLIER shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased, or otherwise disposed of to third parties by the SUPPLIER or commercially exploited by or on behalf of the SUPPLIER or its Staff.

1.8. Where applicable, the SUPPLIER shall not be entitled to transfer Personal Information to a foreign country unless the PPECB consents in writing to such transfer of Personal Information to the foreign country in question, which country must provide an adequate level of protection that effectively upholds the protection of Personal Information principles contained in these Terms and Conditions.

1.9 The SUPPLIER hereby consents to the retention and storage of its Personal Information pursuant to this Agreement on a private/public cloud hosted in Western Europe/European Union for the relevant retention periods as may be provided for by relevant statute(s), PPECB retention policy or this Agreement.

1.10. The obligations in this clause shall also apply to and extend to any Personal Information disclosed or received by the SUPPLIER prior to the signature date of the Agreement.

1.11. The SUPPLIER warrants that, where it discloses Personal Information to the PPECB that it has obtained the necessary consent of the relevant Data Subject who's Personal Information it is disclosing under the Agreement and/or is otherwise authorised to make such disclosure to the PPECB in accordance with Data Protection Legislation.

1.12. The SUPPLIER indemnifies the PPECB and holds the PPECB harmless from all losses, liabilities, penalties, fines, damages and claims, and related costs and expenses (including legal fees on the scale as between attorney and client, interest and penalties) arising from any claim or action brought against the PPECB due to the SUPPLIER's breach of the provisions of these Terms and Conditions.

1.13. Notwithstanding any other provision in these Terms and Conditions, this clause shall survive any termination, cancellation, or expiration of the Agreement.

REPRESENTING THE SUPPLIER

SIGNED AT

Date: _____ 2024.

Signed By: _____.

Designation: _____.

Signature: _____.

.....
Business Name

DECLARATION BY THE BIDDER

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

Tender No: **RFP|LEASE|NEL|2025-04**

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. 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.

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

NAME {PRINT} Signature

DESIGNATION

WITNESSES:

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