

Invitation to Tender

Tender Name: RENTAL FOR PAARL OFFICE

Tender Number: RFP/PAARL/LEASE/2022/05

Date of Issue	Thursday, 01 September 2022
Closing Date & Time	Friday, 23 September 2022, @ 11h00am
Bid Validity Period from date of Closure	150 Days
Method of Submission	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
Tender Enquiries	Portia Jonginyanga E-mail: PortiaJ@ppecb.com Tel: +27 21 930 1134
PPECB business hours	08:15 – 16:45
Category	Building

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1 Invitation to Tender

Bidders are invited to tender for the appointment of a service provider for the provision of office space rental for PPECB Paarl office. The successful bidder will enter into a lease 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 **23 September 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 Conditions of Tender and Tender Instructions

3.1 Central Supplier Database

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

3.2 Cost of proposal preparation

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

3.3 Questions from bidders & additional tender information

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

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

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

3.4 Changes to the specification

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

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

3.5 Clarification from bidders following tender submission

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

3.6 Declarations of Interest

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

3.7 Tender Award.

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

3.8 Bidder's Acceptance of Tender Conditions

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

3.9 Document Ownership

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

3.10 Bidder's Authorised Signatory

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

3.11 Joint Ventures, Consortium or Trusts

Bidders must submit proof of the existence of joint ventures and/or consortium arrangements. PPECB will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. In the B-BBEE Codes, these are referred to as incorporated joint ventures or unincorporated joint ventures (such as a consortium).

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

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

3.11.1 Preference Points for Joint Ventures, Consortiums or Trusts

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

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

3.12 Proposal Withdrawal

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

3.13 Extension of Proposal Validity Period

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

3.14 Reference Checks

In the evaluation of proposal, 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 ~~doesn't~~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

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.

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 with regard to its accuracy, completeness or otherwise and the PPECB shall have no liability towards the bidder or any other party in connection therewith.

3.19 Confidentiality

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

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

The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of 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 qualifying in property management entities to submit price proposals for the rental of office space for the PPECB Paarl office for a period of three (3) years with an option to renew for 2 years around Paarl area in the Western Cape.

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 191-200 sqm
2.	Property Information	<ul style="list-style-type: none"> • Proposal should clearly outline the following: - • Preferable A/B Grade Building (as per SAPOA Specification) • Physical address of the building, stand number, • Details of all partners to the offer (Details of all parties to the transaction of the office rental of the building e.g., name and details of owner, name, and details of estate agent) • Detailed rental option, • Number of offices: 3-4 x minimum 12 m2 and air conditioned • Boardroom to accommodate 5 -10 people • Kitchen area: With built-in cupboards and sink • 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: 2 storerooms for stock and records keeping • Total floor space to be air-conditioned and floor covering • Tenant installation allowance, • Building layout drawings/ plans in CAD format • Building insurance information (provide proof of building insurance) • If multi tenants, provide names and details businesses • The building is in a secure business park • If there is more than 1 floor level – confirmation of elevators for people as well as a goods lift, Provide Lift / Elevator Certificate, and service history (if applicable) • Disability access to the building • Accessibility to public transport - easy access to public transport within 1km • A list of amenities within walking distance of the building
3.	Security	<p>Proposal should clearly outline the provision of security of the building:</p> <ul style="list-style-type: none"> • Access control into the building • Armed Response Alarm System • Daily and good surveillance system
4.	Parking Facilities	Proposal should have a detailed layout of the parking area. A minimum of 10 on-site parking bays or sufficient space on the property to cater to the number of parking bays required.
5.	Building Compliance	<p>The following certification of compliance must be in place:</p> <ul style="list-style-type: none"> • Electrical, • Municipal approved building plans, • Occupation certificate • Fire Clearance • Mechanical certificate (If applicable) <p>(All the building compliance certificates must be provided prior the signing of the lease if not supplied with the bid)</p>

		Proof of all applicable municipal planning approvals and zoning scheme approvals to be submitted (Type of zoning- "Business 3")
6.	Ablutions for Male and Females	The bidder shall provide fully functional ablation facilities that meet the OHS Act requirements. Bidders to declare if ablutions facilities are shared by multi companies, the landlord is to provide cleaning services.
7.	Technology and Communication	<ul style="list-style-type: none"> Power supply to be connected and distributed through the building. Provision to be made for telecommunication lines within the building. Provision of LAN, WAN and Fibre Optica Cabling. Secured facility to host ICT equipment (Server room- to be lockable secure room with air-conditioner)
8.	Health & Safety	<ul style="list-style-type: none"> Letter of Good Standing Evacuation plan and assembly points Covid-19 control and monitory exposure plan Health and safety Manager/Officer contact details
9.	Maintenance	Proposals should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units, fire equipment, lifts, electricity, fumigation, plumbing work, day-to-day maintenance of the building, etc.) <ul style="list-style-type: none"> The office premises (interior and exterior) to be fully serviced and maintained by the Landlord. 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.	Building Support Services	Services must be available on occupation: <ul style="list-style-type: none"> Municipal approved building plan Electrical COC Water Electricity Sanitation; and Refuse removal service Service records aircons, lifts, and fire equipment Generator/Backup power for the premises
11.	Date for Occupation for tenant	01 November 2022

4.3 Timing / Proposed Implementation Plan

TIMETABLE	DATES
RFP Issue Date:	01 September 2022
Responses and costing to be submitted:	23 September 2022
Bid Evaluation:	29-30 September 2022
BAC Approval	11 October 2022
Envisaged Contract Start Date	01 November 2022

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

5 Instructions for Submitting Tender Response

5.1 General Submission Instructions

- 5.1.1 The tender must be submitted in **dual** format:
- 5.1.1.1 A **hard copy** submission, that must be delivered to the designated PPECB Tender Box (refer section 5.3 for physical submission instructions); and
- 5.1.1.2 An **electronic** submission, that must be stored via Microsoft OneDrive and shared with the email address specified in section 5.4 (refer to section 5.4 for further instructions on the electronic submission)
- 5.1.2 The hardcopy submission (in the tender box) and the electronic submission (via email) must be delivered to the designated addresses **before** the tender closing date and time.
- 5.1.3 No late bid responses will be considered.
- 5.1.4 The tender must be submitted on the Forms of Tender incorporated herein. The forms must be duly signed by each Bidder and submitted in the sequence listed in paragraph 5.2
- 5.1.5 Envelope submission: Two Envelopes
- 5.1.6 Proposals must consist of two parts, each of which is submitted in a separate package clearly marked:
- 5.1.7 **Envelop 1 – Technical Proposal: RFP/PAARL/LEASE/2022/05 AND Rental for Paarl 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.
- 5.1.7.1 **No pricing** information must be included in Envelope One (Non-compliance will result in automatic disqualification).
- 5.1.8 **Envelope 2 – Pricing Proposal:**
- Bidders must submit one (1) signed, completed original Price Proposal (pricing schedule/schedule of rates as applicable), together with one (1) electronic copy (in MS-Excel format) via One Drive (unencrypted). No technical information must be included in Envelope Two.

5.2 Structure of the Proposal

Envelope 1: Technical Proposal –

1.	Bidder's Cover letter on Company Letterhead
2.	Table of Contents Page
3.	Bidders written technical proposal, providing evidence/support for technical evaluation
4.	Specification document, with the declaration section on page 17, completed and signed by the bidder
5.	SBD 1 – Invitation to Submit Proposal
6.	SBD 4 – Bidder Declaration
7.	SBD 6.1 - Preference Point Claim Form
8.	Valid B-BBEE Certificate ** For a Joint Venture or Consortium, the consolidated B-BBEE certificate of the joint venture or consortium must be submitted (refer paragraph 3.11.1.).

9	Non-Disclosure Agreement -Annexure A
10.	Tax Compliance Pin / Tax Clearance Certificate
11.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement including split of work and rand value signed by both parties; • The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member; • Proof of ownership/shareholder certificates/copies of Identity document; and • Company registration certificates

Envelope 2: Pricing Proposal

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

- 5.3.1 The Technical and Pricing Proposal must be split into two separate envelopes, both sealed, which must then be placed together in an outer envelope or parcel, which must also be sealed.
- 5.3.2 The outer envelope or packaging must be sealed and marked with the following information:
- Tender: Technical Proposal: RFP/PAARL/LEASE/2022/05 AND Rental for Paarl 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 portiaj@ppecb.com.
- 5.4.2 The electronic submission must be structured in the same sequence as the physical submission (Individually filed in folders and named accordingly)
- 5.4.3 The electronic copy must be in PDF format with all the relevant documents signed as per hard copy original, but the electronic version must also have the completed pricing matrix in EXCEL format, unencrypted.

6 Evaluation Process and Criteria.

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

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

- Stage 1 – Administrative Evaluation.
- Stage 2 – Functional / Technical Evaluation.

- Stage 3 – Building Evaluation (Due diligence)
- Stage 4 – Price and Preference Evaluation; and
- Stage 5 – Objective Criteria (Risk) Evaluation.

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

6.1 Stage 1 – Administrative Evaluation

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

6.2 Stage 2 - Functional / Technical Evaluation

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

6.2.1 Weighted/Rated Technical Evaluation

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

No.	Technical Evaluation	Points Allocation	Bidder page reference and page number
1	Required floor area availability for occupation for office: <ul style="list-style-type: none"> • 191-200 sqm =10 points • Offices 3 or more = 10 points • Bidder to describe offer regarding their property- = 10 points • To provide Building layout plans = 10 points • Provide Proof of Building insurance = 10 points 	50	
2	Bidder to provide the following Building information: <ul style="list-style-type: none"> • Physical address of building (area around Paarl) = 5 • Stand number /ERF number of the building = 5 • Proof of building owners with Name and details of owner, and estate agent if applicable = 5 	15	
3	Accessibility to Public transport <ul style="list-style-type: none"> • Within 1km of public transport facility = 10 Points • Within 1,5k m of public transport = 6 points • Within 2 km of public transport = 4points • Outside 2km of public transport = 0 Point 	10	
4	Required minimum parking space: <ul style="list-style-type: none"> • 10 or more parking bays for personnel = 10 • Less than 10 parking bays for personnel = 5 	10	
5	Security Access: Bidder to provide letters of confirmation of the Security measures or controlled access to premises and building <ul style="list-style-type: none"> • Provide letter of confirmation = 5 points • No security or access control to premises and building = 0 	5	

No.	Technical Evaluation	Points Allocation	Bidder page reference and page number
6	Information and Communication Requirements (ICT) Bidder to provide letter of confirmation <ul style="list-style-type: none"> Power supply to be connected and distributed through the building = 5 points Server room- to be lockable secure room with air-conditioner = 5 points Alternative Power Supply = 5 points 	15	
7	Maintenance Proposals should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units, fire equipment, lifts, electricity, fumigation, plumbing work, day-to-day maintenance of the building, etc.) <ul style="list-style-type: none"> Submission of a clearly defined maintenance plan including model/approach = 10 points Maintenance plan is partially complete = 5 points No evidence of a maintenance plan = 0 points 	10	
8	Payment terms <ul style="list-style-type: none"> 30 Days payment term = 10 points 	10	
9	Date of occupation – the office must be available for occupation by the PPECB on the following dates: <ul style="list-style-type: none"> First priority 01 November 2022 = 20 point Second priority 01 December 2022 = 10 point 	20	
	Total Points	145	

Functional Threshold

The minimum required points for the bidder to be considered for phase three is 120 points. Any bidder that scores below the minimum threshold points of 145 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.

6.3 Stage 3 - Site Visit / Building Evaluation

Criteria	Min. Points	Max. Points
Building condition: 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: <ol style="list-style-type: none"> Security of the location of the building - 10 points Building security: Access control – 5 points 		

CCTV Cameras – 5 points Burglar bars/Security gate – 5 points Armed response – 5 points 3. Accessibility - 5 Points Not easily accessible = 2 points 4. General condition of the building - 10 Points Building requires some renovations = 5 points 5. To be in line with PPECB corporate image – 15 * Should the building be deemed unsuitable based on the listed criteria above the bid will not progress to the next phase of evaluation	40	60
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The bidders will need to score 40 points to proceed to the next phase for Price and Preference points evaluation criteria.

6.4 Stage 4 – Price and Preference Evaluation

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

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

Should it be required, PPECB may invite bidders to provide comprehensive written price details and may also invite bidders to present their pricing proposal. Should bidders not respond to these clarification questions in a reasonable time, PPECB reserves the right to no longer consider the bidders proposal.

To claim for preference points a Bidder must submit proof of their B-BBEE status level in accordance with the relevant B-BBEE sector code as well as the completed and signed SBD6.1.

As per Regulations 5 and 6 of the Preferential Procurement Regulations, 2017, a tenderer (Bidder) 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.

The Bidder must also note the B-BBEE provisions for Joint Ventures, Consortiums and Trust as documented in Section [3.103-14](#) above.

6.5 Stage 5 - Objective Criteria

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

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

7 Financial Proposal

Points awarded for price

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

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered

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.

Points awarded for B-BBEE status level of contribution

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

7.1 Notes on Quantities and Pricing

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

8 General Conditions of Contract and Special Conditions of Contract

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

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

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

8.2 Special Conditions of Contract

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

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

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

- 8.2.4 Non-Disclosure of Information
- 8.2.5 The successful Bidder will be required to sign a formal agreement with the PPECB.
- 8.2.6 The Bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless prior consent is obtained in writing.
- 8.2.7 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

8.3 Insurance

- 8.3.1 The successful bidder will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all descriptions issued in connection with this Tender.
- 8.3.2 Upon award of contract and prior to beginning work, the successful bidder must provide proof of insurance. Insurance must be maintained for the duration of the contract.
- 8.3.3 Bidders are required to provide a sample certificate of insurance that indicates your company's limitations of liability as part of your tender response.
- 8.3.4 The bidder to submit a copy of public liability insurance

8.4 Assignment and Cession

- 8.4.1 A Bidder may not assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless disclosed and prior consent is obtained in writing.
- 8.4.2 A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

8.5 News and press releases

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

8.6 Quality

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

8.7 Payment

- 8.7.1 The PPECB shall pay the Price to the appointed Bidder in accordance with the contract signed pursuant to the award of this tender, which payment shall be subject to:
 - 8.7.1.1 the Price being in accordance with the agreed quotes and as per the contract;
 - 8.7.1.2 the Products/Services being received and accepted by the PPECB in terms of the contract;
 - 8.7.1.3 Goods and Services VAT being included in the Price.
 - 8.7.1.4 A correct purchase order number being quoted on the tax invoice.
- 8.7.2 The **Payments terms** shall be 30 Days from invoice date.

8.8 Subcontracting after Award

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

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

8.9 Duration of Contract

- 8.9.1 This Contract and/or Service Level Agreement shall commence on the Commencement Date and terminate after a period of eight (8) months, subject to early termination hereof, or termination due to breach of contract.
- 8.9.2 The duration of the Agreement shall be subject to an annual performance review by the PPECB, which shall entitle the PPECB to cancel this Agreement if the performance of the Services do not meet the required agreed performance standards.
- 8.9.3 The PPECB reserves the right to terminate without penalty if the successful tenderer is not able to honour the terms and conditions specified by the contract. Further to this, should there be any risk in terms of reputational damage by association the PPECB reserves the right to cancel the contract.

8.10 Legal Jurisdiction

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

DECLARATION BY THE BIDDER

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

Tender No: RFP/PAARL/LEASE/2022/05 - Rental ~~For~~ Paarl Office

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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