PPECB

The Perishable Products Export Control Board
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**REQUEST FOR QUOTATION (RFQ)**

| | | | |
|---|---|---|---|
| **Request for Quotation:** | **Supply, Deliver, Installation and Repairs of Two Single-Stage Diaphragm Pump** | | |
| **RFQ Number:** | **RFQ/LAB/SINGLESTAGE/2026/10** | | |
| **Opening Date:** | 16 October 2026 | | |
| **Closing Date:** | 30 October 2026 | **Time** | **16h00** |
| **Contact Person:** | **Portia Jonginyanga** | **Email:** | PortiaJ@ppecb.com |
| **Bid Validity Period** | **90 Days** | | |

## 1. PROJECT PURPOSE

The PPECB invites Suppliers on the submit quotations Supply, Deliver, Installation and Repairs of Two Single-Stage Diaphragm Pump to the Perishable Products Export Control Board (PPECB) Laboratory in Centurion. The successful bidder will enter into a three-year service and maintenance contract.

## 2. BACKGROUND

The PPECB is a Schedule 3A entity in terms of the Public Finance Management Act 1 of 1999. The PPECB is established in terms of Section 2 of the Perishable Products Export Control Act 9 of 1983. The main purpose of the PPECB is to promote the orderly, efficient, and sustainable export of perishable products from South Africa. The PPECB manages and monitors the cold chain for the export of perishable products from South Africa. The PPECB operates under two mandates, namely the Agricultural Products Standards Act and the Perishable Products Standards Act 9 of 1983.

## 3. SCOPE

The PPECB will be acquiring the following:

| | Comply to specification | | |
|---|---|---|---|
| **Specification Description** | **Yes** | **No** | **Ref page** |
| **Two Single-Stage Diaphragm Vacuum Pump:**<br><br>**Quantity: 1**<br><br>**Features and Benefits:**<br>• The pump shall be a single-stage diaphragm pump.<br>• The pump shall be suitable for laboratory applications, specifically for mobile phase filtration, degassing, etc.<br>• The wetted parts of the pump shall be manufactured from PTFE (Teflon) and/or coated with PTFE (Teflon) to ensure chemical resistance.<br>• The pump shall operate quietly, with low noise levels, very low vibration and be capable of handling water/chemicals vapor.<br>• The pump shall be equipped control to effectively manage water and solvent vapor loads.<br>• The pump shall be designed for ease of maintenance or no maintenance.<br>• The pump shall be compatible with single-connection Millipore or equivalent mobile phase filtration systems and shall allow connection using suitable laboratory tubing. **The required tubing must be supplied with the system.**<br>• The pump shall be constructed from chemically resistant materials suitable for common laboratory solvents.<br>• The pump shall be designed for oil-free operation. | | | |

| | | | |
|---|---|---|---|
| **Technical specifications:**<br>• **Pumping Speed/ Flow Rate (L/min):** 35l/min to 75l/min (or 2.0 to 4.5 $m^3$/h)<br>• **Ultimate Vacuum (mbar):** 70 mbar to 120 mbar<br>• **Noise Level (dB):** Sound levels 50 dB and below<br>• Wetted Material (Chemical Resistant): PTFE (Teflon) or PTFE coated Diaphragm<br>• **Weight (kg):** 20 kg maximum | | | |

The price must be inclusive of delivery to the PPECB Laboratory **@ Centurion Close, 119 Gerhard Street, Centurion, 0157**

## 4. TERMS AND CONDITIONS OF BID

### 4.1 BID SUBMISSION

All quotations must be submitted to the address and instruction as stipulated in the SBD1 or in the following method:
Via email to: **PortiaJ@ppecb.com**

This submission must contain all information and documentation relating to the **RFQ/LAB/SINGLESTAGE/2026/10**

### 4.2 CLOSING DATE

4.2.1 Bids must be delivered by the stipulated date and time to the correct address. Late bids will not be accepted for consideration.
4.2.2 PPECB reserves the right to extend the closing date. Bidders invited to bid, will be informed should the closing date change.

### 4.3 REVISIONS TO REQUEST FOR QUOTATION

If it becomes necessary to revise any part of this Request for Quotation, an addendum setting out such revisions will be provided to all Bidders by an email.

### 4.4 BID VALIDITY PERIOD

The quotation must be valid for the duration specified on page 1 (Bid Validity Period).

### 4.5 CSD REGISTRATION

4.5.1 Only bid responses from bidders that are registered on the Central Supplier Database (CSD) will be considered.
4.5.2 Bidders are required to register on the CSD and to include in the SBD1 the Master Registration Number in order to enable the PPECB to verify the supplier's status on the CSD.
4.5.3 Responses from bidders not registered on the CSD at bid closing time or bidders that is prohibited from doing business with the state will be disqualified.

### 4.6 ACKNOWLEDGEMENT AND ACCEPTANCE

The bidder warrants by signature in this document that the bidder has read and accepts each page of the RFQ, including the terms and conditions of this bid.

### 4.7 DECLARATION 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.

**4.8 INSURANCE**

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

**4.9 RESPONSE PREPARATION COST AND ONGOING ENGAGEMENT**

The PPECB is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

**4.10 RESERVATIONS**

4.10.1 PPECB's decision/s regarding the acceptance or non-acceptance of a quotation shall be final and PPECB is not obliged to furnish any reason for such decision.

4.10.2 Proposals shall be considered and evaluated against a pre-determined evaluation value structure determined by PPECB. All Suppliers shall provide all information requested in this RFQ to facilitate the evaluation process. Suppliers shall strictly adhere to the instructions stated in this RFQ.

4.10.3 PPECB may, during and after the evaluation of the Proposals and in its sole and absolute discretion, decide to:

- Accept a Quotation other than the lowest priced quotation.
- Refuse to consider any Quotation not conforming with the requirements of this RFQ;
- Ask any Service Provider to supply further information after the closing date;
- Cancel this RFQ or any part thereof at any time.
- Award the contract pursuant to this RFQ or any part thereof to any one or more Suppliers,
- Not to award the quotation at all.

**5. DATA PROTECTION**

5.1 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.

**6. NEWS AND PRESS RELEASES**

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

**7. DISCLAIMER**

7.1. This RFQ is a request for quotation 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.

7.2. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ.

7.3. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFQ, 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.

**8. GENERAL TERMS AND CONDITIONS**

The attached terms and conditions must be signed and send back with the RFQ response.

## 9. COMPLIANCE DOCUMENTS

The following documents are required for the proposal to be considered for evaluation process.

1. SBD1 – Invitation to bid;
2. SBD4 - Bidder's Disclosure;
3. Valid Tax Clearance Certificate or Pin;
4. Valid B-BBEE Certificate or EME/QSE Affidavit;
5. SBD6.1 – Preference Point Claim Form;
6. Central Supplier Database Registration (CSD) Report – Proof of CSD registration.

## 10. RFQ EVALUATION PROCESS AND CRITERIA

All quotations or bids will be evaluated according to the following stages. Should a bidder fail any of the previous stages, they may be disqualified and not be considered for the next evaluation stage.

The following preference point systems are applicable to all bids whereby preference points shall be awarded for Price; and Specific Goals.

- the 80/20 Preference Point System for bids with a Rand value of more than R2,000-00 but not exceeding R50,000,000-00 (all applicable taxes included);

### 10.1 STAGE 1 – COMPLIANCE EVALUATION

Bidders must comply with all the terms and conditions of the RFQ and submit all returnable documents as listed in **Section 9**. Bidders must ensure that they complete and sign returnable documents.

### 10.2 STAGE 2 - FUNCTIONAL/TECHNICAL EVALUATION

A technical evaluation will be conducted to determine the preferred supplier.
***Weighted Functional Criteria***
Bidders will be evaluated based on the following Weighted Functional Evaluation Criteria.

| | Functional Criteria | Min. Points | Max. points |
|---|---|---|---|
| 1 | **A Single-Stage Diaphragm Vacuum Pump:**<br>• **Warranty Requirement**<br>The bidder must provide a minimum three-year warranty covering all parts of the vacuum pump (10 points)<br>• **Spare Parts Availability**<br>The bidder must ensure the availability of spare parts for at least three years to facilitate ongoing maintenance and repairs (10 points)<br>• **Service and Maintenance**<br>Plan The bidder must include a comprehensive three-year annual service plan outlining routine maintenance and support services (10 points**)** | **30** | **30** |
| 2 | **A Single-Stage Diaphragm Vacuum Pump:**<br>Minimum requirements:<br>• **Application**: laboratory use for mobile phase filtration and/or degassing. **(2 - point)**<br>• **Chemical Resistant**: must be chemical resistant to organic solvents and/or corrosive chemicals. **(2 - point)**<br>• **Design:** The pump must be a single-stage, oil-free pump. **(2 - point)**. | **6** | 6 |
| 3 | **A Single-Stage Diaphragm Vacuum Pump:** | | |

| | Functional Criteria | Min. Points | Max. points |
|---|---|---|---|
| | Technical specifications:<br>• **Pumping Speed/ Flow Rate (L/min):** 35l/min to 75l/min (or 2.0 to 4.5 $m^3$/h) **(3- point)**<br>• **Ultimate Vacuum (mbar):** 70 mbar to 120 mbar **(3- point)**<br>• **Noise Level (dB):** Sound levels 50 dB and below **(1- point)**<br>• **Wetted Material (Chemical Resistant**): PTFE (Teflon) or PTFE coated Diaphragm **(3 - point)**<br>• **Weight (kg):** 20 kg maximum **(1- point)** | **9** | 11 |
| **4** | **References**<br>Bidder to provide a list of contactable references (Refer to annexure A) for similar services/products sold:<br>• 3 references submitted = **15 points**<br>• 2 references submitted = **10 points**<br>• 1 reference submitted = **5 points**<br>• 0 references submitted = **0 points** | **5** | 15 |
| **5** | **Confirm lead time for Supply and Delivery from purchase order date.**<br>• 4-5 Weeks = **10 points**<br>• 6-8 Weeks = **5 points**<br>• 9 or more Weeks = **0 points** | | **10** |
| **6** | **Company Experience**<br>Bidder to indicate years of experience providing lab equipment.<br>• More than 5 years = **20 points**<br>• 2 to 5 years = **10 points**<br>• Less than 2 years = **0 points** | **10** | **20** |
| | **Total** | | **112** |

The minimum functional threshold is [90]. Points. Bidders who score less than this threshold will be disqualified and not considered for any further evaluation. The bidders who meet the minimum score of 50 will be contacted for the Demonstration:

### 10.3 STAGE 3 - PRICE AND SPECIFIC GOALS

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

10.3.1 **Price and Specific Goals** - The bid will be evaluated using the 80/20 preference point system as per the current Preferential Procurement Regulations.

### 10.4 POINTS AWARDED FOR SPECIFIC GOALS

10.4.1 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:

10.4.2 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 organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

| No | Specific Goal | Supporting Evidence | Preference Points Number of points claimed (80/20 system) | Number of points claimed (80/20 system) (To be completed by the bidder) |
|---|---|---|---|---|
| 1 | Black-owned enterprises | Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Shareholding certificate | **Total Points: 10**<br>% Shareholding and Points allocation out of total of 10 points.<br>70% to 100% = 10<br>50% to less 70% = 5<br>Below 50% = 1 | |
| 2 | Black 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**<br>% Shareholding and Points allocation out of total of 5 points.<br>70% to 100% = 10<br>51% to less than 70% = 5<br>30% to less than 51% = 3<br>Below 30% = 0 | |
| | **Total Specific Goals** | | **20** | |

## 11. STAGE 4 - 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:

I. The risk of fruitless and wasteful expenditure to the PPECB;
II. The risk of an abnormally low bid;
III. The risk of a material irregularity;
IV. The PPECB reserve the right not to consider bids from Bidders who are currently in litigation with the PPECB; and
V. 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.

## 12. DECLARATION BY THE BIDDER

Only bidders who have completed the declaration below will be considered for evaluation.
RFQ No: **RFQ/LAB/SINGLESTAGE/2026/10 - Supply, Deliver, Installation and Repairs of Two Single-Stage Chemistry Diaphragm Pump**

I hereby undertake to render services described in the attached RFQ documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in RFQ 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 not participation in any collusive practices with any bidder or any other person regarding this or any other proposal.

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

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

I confirm that I have read and accepts each page of this RFQ.
I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) ……..……. Signature …….

WITNESSES:

1 ……..……..

2 ……..…….

**Annexure A – Company Experience & References**

| Nr | Client | Start Date-End Date (Month-Year | Nature of service provided | Estimated Contract Value | Contact Person and Details (email and number |
|---|---|---|---|---|---|
| | | | | | |
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***If additional space is required, the bidder may make a copy of the above table and attach.**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | RFQ/LAB/SINGLESTAGE/2026/10 | CLOSING DATE: | 30 October 2026 | CLOSING TIME: | 16h30 |
| DESCRIPTION | Supply, Deliver, Installation and Repairs of Two Single-Stage Diaphragm Pump | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| **Responses to be emailed only to: PortiaJ@ppecb.com** | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **Portia Jonginyanga** | CONTACT PERSON | **Portia Jonginyanga** |
| TELEPHONE NUMBER | **021 930-1134** | TELEPHONE NUMBER | **021 930-1134** |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | **PortiaJ@ppecb.com** | E-MAIL ADDRESS | **PortiaJ@ppecb.com** |

| **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]<br>☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br>☐ 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<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[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: ……...

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

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## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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:

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

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 or 90 points is allocated for price on the following basis:

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmax | = | 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

| 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 | 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**<br>% Shareholding and Points allocation out of total of 10 points.<br>70% to 100% = 10<br>51% to 69% = 5<br>30% to 50% = 3<br>Below 30% = 0 | |
| 2 | Small business including EMEs or QSEs; | Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements | **Total Points: 10**<br>EME = 10<br>QSE = 10<br>Enterprises with turnover above R50m = 5 | |
| | **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**: .....

.....

.....

.....

SBD 3.2

# PRICING SCHEDULE

## Supply, Deliver, Installation and Repairs of Two Single-Stage Diaphragm Pump

Name of Bidder……Bid number: RFQ/LAB/SINGLESTAGE/2026/10

Closing Time 16:00 …… Closing date: 30 October 2026……

OFFER TO BE VALID FOR…90……DAYS FROM THE CLOSING DATE OF BID.

---

| | | | | | |
|---|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | | | | **TOTAL COST** |
| 1 | Total Inclusive Cost for the Services required | | | | |
| | | | | TOTAL | |
| | | | | VALUE ADDED TAX | |
| | | | | **TOTAL INCLUSIVE OF VALUE ADDED TAX** | |

**Pricing Notes**

Please also include a price breakdown for the above Total Cost.

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

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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

**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 marker, 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 SUPLLIER 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 SUPPILER.

**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 PROTETION

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: _____2022.

Signed By: _____.

Designation: _____.

Signature: _____.

.....

**Business Name**