

## Invitation to Tender

**Tender Name: Supply and Delivery of Liquid Chromatography with Tandem Mass Spectrometry (LC-MS/MS)**

**Tender Number: RFP/LAB/LC-MS/MS/2022/06**

<b>Date of Issue</b>	28 October 2022
<b>Closing Date &amp; Time</b>	28 November 2022
<b>Bid Validity Period from date of Closure</b>	150 Days
<b>Method of Submission</b>	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
<b>Tender Enquiries</b>	Portia Jonginyanga E-mail: PortiaJ@ppecb.com Tel: +27 21 930 1134
<b>PPECB business hours</b>	08:15 – 16:45
<b>Category</b>	Laboratory Equipment

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## 1 Invitation to Tender

Bidders are invited to tender for the **Supply, Commissioning, Servicing, and Maintenance of a Liquid Chromatography with Tandem Mass Spectrometry (LC-MS/MS)** to improve efficiencies, lead times and increase sample volume capacity for the pesticides analytical programme (PAP) to the PPECB laboratory in Centurion.

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

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

## 2 PPECB Background

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

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

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

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

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

Please visit the PPECB's website on [www.ppecb.com](http://www.ppecb.com) for more information on the PPECB.

## 3 Conditions of Tender and Tender Instructions

### 3.1 Central Supplier Database

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

### 3.2 Cost of proposal preparation

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

### 3.3 Questions from bidders & additional tender information

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

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

Any queries relating to the Tender Documents must be sent no later than **two (2) 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 comply with the instruction of submission of the proposal referred to above

3.16.3 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out in the tender documents.

### **3.17 Data Protection**

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

### **3.18 Disclaimer**

This specification document is an invitation for tender only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its tender response, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this Tender. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the tender, whether 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 to appoint a supplier that will supply the PPECB with a Liquid Chromatography with Tandem Mass Spectrometry (LC-MS/MS) and provide service and maintenance of the machine.

### 4.2 Scope of Service

Bidders are invited to tender for the supply, delivery, commissioning, servicing, and maintenance of the Liquid Chromatography with Tandem Mass Spectrometry (LC-MS/MS). Below is the minimum specification for the required Equipment with a 3-year warranty.

		Minimum Requirements of LC-MS/MS:			Comply to Specifications		
No.	Description	YES	NO	Reference Page and Section No.			
<b>1</b>	<b>General Specification and Requirement</b>						
1.1	The following specifications outlines the Liquid Chromatography system with a Triple Quadrupole Mass Spectrometer detector (LC-MS/MS) that must be controlled through a single data acquisition.						
1.2	Three-year parts and service warranty for the major components of the system. Please indicate the parts that will be included on your proposal						
1.3	The complete system (LC and Mass Spectrometry detector) as well as service & support must be provided by a single vendor.						
1.4	The successful bidder must provide at least 4 days of system and software training for 5 people						
1.5	The machine software must be Windows 10 compatible. Provide the specification of the computer that is compatible with windows 10.						
1.6	The full software package for the control of the system must be included. Software must be specific for use with the mass spectrometer and include a comprehensive reference database with MS data for pesticides - list to be provided (audit traceability).						
1.7	Must be able to integrate the system software into the laboratory's current LIMS (LabInfo) as part of set up.						

Minimum Requirements of LC-MS/MS:		Comply to Specifications		
No.	Description	YES	NO	Reference Page and Section No.
1.8	Must be able to purchase and load a supplementary software license onto another computer for additional data processing.			
1.9	Suppliers must provide at least 3 local references who are currently using the exact or similar LC-MS/MS systems for targeted analysis/ multiresidue analysis.			
2.	<b>Specification</b>			
2.1	The LC-MS/MS must be a quaternary system capable of automatically degassing and blending up to four (4) solvents.			
2.2	System must have integrated vacuum degassing,			
2.3	The total system volume must be <400 µl			
2.4	The system must have integrated leak management in the form of optical leak sensors or similar.			
2.5	The system flow rate range must be 0.100-2.00ml/min, settable in 0.001ml increments.			
2.6	Cycle time between injections must be less than 30 seconds			
2.7	Maximum system pressure must be able to reach 15000 psi // 103.4 MPa			
2.8	Flow accuracy must be +-1.0%			
2.9	Flow precision must be +- 0.020 min			
2.10	Compositional accuracy must be +- 0.5%.			
2.11	Compositional precision must be <0.15% RSD			
3.	<b>Sample Management</b>			
3.1	Sample manager must be able to make use of standard 2ml sample vials.			
3.2	Sample manager must be able to accommodate a minimum of 100 - 2ml sample vials.			
3.3	Injection volume range must be from 0.1-10ul as standard.			
3.4	Sample carryover <0.005% with sulphadimethoxine (or similar reference compound) using MS detection			
3.5	Sample manager must have integral, active, and programmable injection needle wash.			
3.6	Injection accuracy must be +- 0.2ul (10ul, n=20).			
3.7	Injector linearity must be > 0.999 coefficient of deviation.			
3.8	Injection precision must be <1% RSD from 0.2-1.9ul.			
3.9	Sample compartment temperature range must be between 4°C-40°C settable in 0.1 °C increments.			
3.10	Sample compartment temperature accuracy must be +- 0.5 °C.			



Minimum Requirements of LC-MS/MS:		Comply to Specifications		
No.	Description	YES	NO	Reference Page and Section No.
3.11	Sample manager must be able to carry out auto dilutions and auto additions.			
4.	<b>Column Temperature Control</b>			
4.1	Column heater must have a temperature range of 20 °C - 90 °C settable in 0.1 °C increments.			
4.2	Column heater must have a temperature accuracy of +/- 0.5°C			
4.3	Column heater must have a temperature stability of +/- 0.3°C.			
4.4	System must be able to easily link to columns electronically by means of an electronic tag for column history and tracking.			
4.5	A system must have a column selection valve to change between two columns			
5.	<b>MS Detector specification</b>			
5.1	Mass spectrometer must be a benchtop tandem quadrupole mass spectrometer (triple quadrupole mass spectrometer)			
5.2	Mass spectrometer must have a mass range of 5- 2000 m/z			
5.3	Mass spectrometer must be able to switch between MS and MS/MS in less than 3 ms			
5.4	Polarity switching - one full cycle in <1 second.			
5.5	Ion source transfer optics should be off axis to ensure active removal of neutral contaminants and gas.			
5.6	Mass spectrometer must have a scan speed of 20 000 Da/s or higher			
5.7	Source elements of the mass spectrometer must be easily removed for cleaning without breaking the vacuum of the instrument			
5.8	Mass drift of the system must be less than or equal to <0.1 Da over;24-hour period.			
5.9	Mass spectrometer must have a dynamic range of at least 6 orders of magnitude from the limit of detection without being saturated.			
5.10	Gas flows and heating elements of the Mass spectrometer must be able to be controlled by the software			
5.11	In matrix reproducibility must be <4.5 % RSD using Acetaminophen (or similar reference compound) more than 2000 injections.			
5.12	The ion source must make use of dual orthogonal geometry technology to ensure the removal of non-ionized materials/ neutrals.			
5.13	The ion source must be easily detachable and replaceable, which allows the user to change between different ionization techniques for use with e.g. nano-ESI			
5.14	Source must be able to run ESI and APCI as well as simultaneous ESI and APCI acquisition modes. This assists with multi-residue methods requiring ionization with ESI and APCI.			
5.15	Switching time between ESI mode and APCI modes must be 20 ms or less			

Minimum Requirements of LC-MS/MS:		Comply to Specifications		
No.	Description	YES	NO	Reference Page and Section No.
5.16	During targeted compound acquisition (MRM), the system must also be able to acquire full scan MS data.			
5.17	The system must be able to perform Data Independent Acquisition to provide a full digital record of all MS data for a sample/single run – to enable retrospective/post acquisition data analysis.			
5.18	Ms detector must make use of an off-axis photomultiplier detector.			
5.19	MRM scheduling must be an automated process using retention time windows to optimize the system cycle time			
5.20	The system must allow for automated calculation of optimal dwell to accommodate retention time windows which overlap.			
5.21	Acquisition modes must include: <ul style="list-style-type: none"> <li>• Enhanced MS Scan</li> <li>• Enhanced resolution scan</li> <li>• Product ion scan</li> <li>• Precursor ion scan</li> <li>• Constant neutral loss scan and gain scan</li> <li>• Selected ion monitoring/recording</li> <li>• Multiple reaction monitoring (MRM)</li> <li>• Full scan MS-triggered product ion scan</li> </ul>			
5.22	Additional Acquisition modes must be available to carry out the following actions: <ul style="list-style-type: none"> <li>• Precursor ion scan automatic trigger for product ion spectra</li> <li>• Neutral scan automatic trigger for product ion spectra</li> <li>• MRM automatic trigger for product ion spectra</li> </ul>			
5.23	Software must include a searchable database for quantitative LC/MS & LC/MS/MS method information for multi-residue, analysis (including pesticides) library with the training			
5.24	System must include a ready to use method and Standard Operating Procedure (SOP) with complete library for the analysis of 350-400 pesticides Please include application notes as references.			
6.	<b>Service and Support</b>			
6.1	The LC-MS/MS must come standard with 1year instrument warranty and 3-year extended warranty covering electronics, hardware, and mechanical components.			
6.2	Supplier must be able to provide customer support through qualified application support specialists and service through qualified service engineers. Contact by service and support personal must be provided within 24 hours of a service/support request being logged.			
6.3	A minimum of two qualified application specialists must be available to assists with training, support of the instrument, software, and methods. Application support personnel must be based in the Gauteng region. Please attach CV's and training certificates.			
6.4	A minimum of two qualified service engineers must be available to assists with service and repairs of the instrument. Service engineers must be based in the Gauteng region. Please attach CV's and training certificates.			

**Note:** The PPECB will provide Computer Hardware, the bidder must advise on the specification requirements.

The above technical requirement will be attached as Addendum A, please indicate accordingly, and return the document.

## 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/LAB/LC-MS/MS/2022/06 - Supply and Delivery of Liquid Chromatography with tandem mass spectrometry (LC-MS/MS) (No Pricing in this envelope)**

Bidders must submit one (1) signed, completed original of the Technical Proposal, together with one (1) electronic copy (in PDF format) via Microsoft One Drive (unencrypted). The envelope must contain all information and documentation relating to the tender. Refer to Structure of the Proposal below.

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

**5.1.8 Envelope 2 – Pricing Proposal: RFP/LAB/LC-MS/MS/2022/06 - Supply and Delivery of Liquid Chromatography with tandem mass spectrometry (LC-MS/MS)**

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"> <li>• Joint Venture Agreement including split of work and rand value signed by both parties;</li> <li>• The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member;</li> <li>• Proof of ownership/shareholder certificates/copies of Identity document; and</li> <li>• Company registration certificates</li> </ul>

## Envelope 2: Pricing Proposal

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

- 5.3.1 The Technical and Pricing Proposal must be split into two separate envelopes, both sealed, which must then be placed together in an outer envelope or parcel, which must also be sealed.
- 5.3.2 The outer envelope or packaging must be sealed and marked with the following information:
- Tender: RFP/LAB/LC-MS/MS/2022/06 - Supply and Delivery of Liquid Chromatography with tandem mass spectrometry (LC-MS/MS)**  
**Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)**  
45 Silverboom Avenue  
Plattekloof  
Cape Town, 7500
- 5.3.3 The sealed Tender submission documents must be placed in the Tender Box in the main reception area at the PPECB Head Office no later than the closing date and time stipulated in the Tender Summary Information (refer cover page).
- 5.3.4 Failure to comply with these instructions may result in the tender being considered ineligible.

### 5.4 Electronic Submission

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

## 6 Evaluation Process and Criteria.

The tender evaluation process will be conducted in compliance with the relevant Supply Chain acts (including, the Public Finance Management Act of 1999, Preferential Procurement Policy Framework

Act of 2000, etc.), its associated Regulations, and PPECB's Procurement and Preferential Procurement Policies.

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

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

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

### 6.1 Stage 1 – Administrative Evaluation

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

### 6.2 Stage 2 - Functional / Technical Evaluation

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

### 6.3 Stage 3 – Demonstration of the proposed equipment

- Bidders that have successfully met the evaluation criteria of Stage 2 above will be invited to continue with Stage 3 to present the proposed equipment.

#### 6.3.1 Weighted/Rated Technical Evaluation

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

No.	Technical Evaluation	Min. Points	Max. Points
1.	<p><b>Equipment:</b></p> <p>a) Liquid Chromatography system with a Triple Quadrupole Mass Spectrometer detector (LC-MS/MS) – <b>10 points</b></p> <p>b) The LC-MS/MS must be a quaternary system capable of automatically degassing (integrated vacuum degassing) and blending up to four (4) solvents -<b>10 points</b></p> <p>c) Mass spectrometer must have a dynamic range of at least 6 orders of magnitude from limit of detection – <b>10 points</b></p> <p>d) Source elements of the mass spectrometer must be easily removed for cleaning without breaking the vacuum of the instrument – <b>10 points</b></p> <p>e) Mass drift of the system must be less than or equal to &lt;0.1 Da over a 24-hour period – <b>10 points</b></p> <p>f) Ion source transfer optics should be off axis to ensure active removal of neutral contaminants and gas – <b>10 points</b></p> <p>g) System must be able to detect and quantify 350-400 pesticides in food in a single LC-MS/MS method with a run time of less than 20 mins – <b>10 points</b></p> <p>h) Please include application notes as reference – <b>10 points</b></p>		99

	<p>i) During targeted compound acquisition (MRM), the system must also be able to acquire full scan MS data (non-targeted) simultaneously in the same acquisition – <b>10 points</b></p> <p>j) The system must be able to perform Data Independent Acquisition to provide a full digital record of all MS data for a sample/single run – to enable retrospective/post acquisition data analysis:</p> <p><b>Acquisition modes must include:</b></p> <ul style="list-style-type: none"> <li>• Full scan MS – <b>1 point</b></li> <li>• Enhanced MS Scan – <b>1 point</b></li> <li>• Enhanced resolution scan - <b>1 point</b></li> <li>• Product ion scan - <b>1 point</b></li> <li>• Precursor ion scan - <b>1 point</b></li> <li>• Constant neutral loss scan - <b>1 point</b></li> <li>• Selected ion monitoring/recording - <b>1 point</b></li> <li>• Multiple reaction monitoring (MRM) - <b>1 point</b></li> <li>• Full scan MS-triggered product ion scan - <b>1 point</b></li> </ul>		
2.	<p><b>Supply and after sales service</b></p> <ul style="list-style-type: none"> <li>• Must integrate the system software into the laboratory's current LIMS (Lab Info) as part of set up – <b>15 points</b></li> <li>• Contact by service and support personal must be provided within 24 hours of a service/support request being logged – <b>10 points</b></li> <li>• Must be able to purchase and load a supplementary software license onto another computer for additional data processing. Include as optional in quote – <b>10 points</b></li> <li>• The complete system (LC and Mass Spectrometry detector) as well as software, service &amp; support must be provided by a single vendor- <b>5 points</b></li> <li>• Evidence of suitably qualified service engineers and application specialists must be provided i.e., proof of training for Instrumentation and Software – <b>5 points</b></li> </ul>		45
3.	<p><b>Certification:</b></p> <ul style="list-style-type: none"> <li>• The Instrument must comply with applicable ISO standard requirements and bidder must provide proof/certificates – <b>10 points</b></li> </ul>		10
4.	<p><b>Training Provision</b></p> <p>The bidder must confirm that they will provide extensive training to PPECB staff which will include but not limited to the following:</p> <ol style="list-style-type: none"> <li>a) Covering basic operation (e.g., running the instrument, creating methods, processing data and generating tests reports, etc.) and maintenance – <b>5 points</b></li> <li>b) Covering intermediate operations (e.g., methods optimisation, statistical data processing, setting conformity parameters, etc.) and basic maintenance – <b>5 points</b></li> </ol>		10
5.	<p><b>Guarantee and Warranty</b></p> <p>The bidder must specify the duration of the applicable guarantee and warranty that will be provided for the Instrument and its components.</p> <ul style="list-style-type: none"> <li>• 3-year warrant – <b>10 points</b></li> <li>• Less than 3 years – <b>5 points</b></li> </ul>		10
6.	<p><b>Client Reference</b></p> <p>Three written customer contactable references not older than 2 years who has operational systems with the exact configuration as the systems tendered for. (The references will be contacted to arrange site visits). Please refer to Annexure D to complete checklist</p> <ul style="list-style-type: none"> <li>• 3 Written Customer References – <b>15 Points</b></li> <li>• 2 Written Customer References – <b>10 points</b></li> <li>• 1 Written Customer Reference – <b>5 Points</b></li> </ul>		15

7.	<b>Purchase Order Delivery Lead-time</b> The bidder must confirm lead time for Supply and Delivery from purchase order date: <ul style="list-style-type: none"><li>• 4-6 Weeks – <b>10 points</b></li><li>• 6-8 Weeks – <b>5 points</b></li><li>• 8 or more Weeks – <b>0 points</b></li></ul>		10
8.	<b>Servicing and Maintenance Plan</b> <ul style="list-style-type: none"><li>a) The bidder must provide a detailed service level agreement that reflects the servicing and maintenance schedule. – <b>10 points</b></li><li>b) The supplier must attend to service and maintenance calls within 24 hours from the time of logging the call. – <b>10 points</b></li></ul>		20
9.	<b>Payment Terms</b> The bidder must confirm in writing the acceptance of 30 days payment terms from statement, following satisfactory delivery, commissioning of the Instrument – <b>10 points</b>		10
	<b>Total Points</b>		<b>229</b>

The minimum threshold for the technical evaluation is 180 points out of 229 points and any bid that obtain points below 180 points and does not meet the subminimum threshold on point 5 will be disqualified.

#### **Functional Threshold**

The minimum functional threshold is 180 Points. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation on stage 3 for Demonstration. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where applicable.

#### **VERY IMPORTANT:**

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

#### **Stage 3 – Demonstration**

#	Criteria		Max Points
1	Software must be user friendly	Max of 3 steps to set up a batch	1
		Max of 5 steps to setup a new method	1
		Max of 5 steps to optimize a compound and add to a method	1
		Max of 2 steps to tune the instrument	1
		Max of 5 steps to process a batch (includes printing of reports)	1
2	Software must allow for user login and password	Login only	1
		Password only	1
3	Software must ensure traceability of user	User ID indicated on chrom - who acquired the data	1
4	Software must allow administrator privileges	At least one analyst must have administrator privileges to be able to create and edit user profiles etc.	1
5	Provide evidence of accuracy for matrix match calibration standards and quality control sample (200 actives)	Hard copy of Calibration curve - indicating R <sup>2</sup>	2
		Accuracy of each active must be between acceptable range of 70 - 120%	5

	Samples provide by PPECB laboratory:	Number of actives detected	5
	<ul style="list-style-type: none"> <li>Groundnut sample (spiked 5ppb and 100ppb) and calibration range</li> <li>Citrus fruit sample (spiked 5ppb and 100ppb) and calibration range</li> </ul>	Check the run time < 15min or > 15min	1
6	Analysis of cocktail mix for single residue analytes: Ethephon	S/N ratio > 8 for injected standards	1
	Standards provided by PPECB Laboratory: <ul style="list-style-type: none"> <li>10ppb and 200ppb</li> </ul>	Check the run time < 15min or > 15min	1
7	Analysis of cocktail mix for single residue analytes: Phosphorous Acid	S/N ratio > 8 for injected standards	1
	Standards provided by PPECB Laboratory: 10ppb and 200ppb	Check the run time <15min or > 15min	1
8	Analysis of cocktail mix for single residue analytes: Fosetyl Aluminium	S/N ratio > 8 for injected standards	1
	Standards provided by PPECB Laboratory: 10ppb and 200ppb	Check the run time < 15min or > 15min	1
9	Analysis of cocktail mix for single residue analytes: Glyphosate & co (AMPA, N-acetyl-AMPA, N-Acetyl-Glyphosate, Glufosinate)	S/N ratio > 8 for injected standards	1
	Standards provided by bidder: 10ppb and 200ppb	Check the run time < 15min or greater 15min	1
	Total Points		30

**The minimum threshold for the technical evaluation is 24 points out of 30 points and any bid that obtain points below 24 points will be disqualified.**

#### 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 3.10 above.

#### 6.5 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:

- 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 the contract period, 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/LAB/LC-MS/MS/2022/06 - Supply and Delivery of Liquid Chromatography with tandem mass spectrometry (LC-MS/MS)**

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

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

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

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

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

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

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

NAME (PRINT) ..... Signature .....

DESIGNATION .....

WITNESSES:

1 .....

2 .....