Invitation to Tender

Tender Name: Supply, Delivery and Maintenance of (1) Gas Chromatography with tandem mass spectrometry (GC-MS/MS) and (1)a Ultra / High-Performance Liquid Chromatography (UHPLC / HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor

Tender Number: RFP/LAB/GC-MS-MS_HPLC/2025/01

Date of Issue	25 April 2025
Closing Date & Time	21 May 2025 @11h00
Bid Validity Period from date of Closure	120 Days
Method of Submission	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
Tender Enquiries	Name of sourcing specialist E-mail: PortiaJ@ppecb.com Tel: +27 21 930 1134
PPECB business hours	08:15 – 16:45
Category	Laboratory

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1 Invitation to Tender

Bidders are invited to tender for the supply, commissioning, servicing and maintenance of (1) Gas Chromatography with tandem mass spectrometry (GC-MS/MS) and (1) Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor to the PPECB laboratory in Centurion. The bidder will enter into a three (3) year contract with an option to renew for two (2) years for service and maintenance.

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 under the APS Act, No.119 of 1990.

The PPECB's Executive Authority is the Minister of the Department of Agriculture who appoints the board members. The board comprises of representatives from the perishable product industries.

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

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

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

Please visit the PPECB's website on www.ppecb.com for more information on the PPECB.

3 Conditions of Tender and Tender Instructions

3.1 Central Supplier Database

Bidders are required to register on the Central Supplier Database (Welcome - Central Supplier Database Application (csd.gov.za)) 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 the PPECB due diligence requirements, etc.

3.3 Questions from bidders & additional tender information

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

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

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

3.4 Changes to the specification

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

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

3.5 Clarification from bidders following tender submission

The 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, Trusts, Partnership, Agency and/or Distribution Agreements

Bidders must submit proof of the existence of joint ventures, consortiums, trusts, partnership, agency and/or distribution arrangements. PPECB will accept signed agreements as acceptable proof of the existence of these

agreements. In the B-BBEE Codes, joint ventures, consortiums or trusts are referred to as incorporated joint ventures or unincorporated joint ventures (such as a consortium).

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

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

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

3.11.1 Preference Points for Joint Ventures, Consortiums or Trusts and Partnership Agreements

A trust, consortium or joint venture and partnership agreement 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 and partnership agreement 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, the 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, the PPECB reserves the right to conduct independent reference checks.

3.15 Additional Information

The 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 The 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 it 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 and 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 the 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 the PPECB's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the 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 the 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 the PPECB,
- shall be deemed to be the property of the 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 the 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. The 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 the PPECB is contained herein.

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

4 Terms of Reference

4.1 Scope of Service

Bidders are invited to tender for the supply, delivery, commissioning, servicing, and maintenance of the Supply, Delivery and Maintenance of (1) Gas Chromatography with tandem mass spectrometry (GC-MS/MS) and a Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor. Below is the minimum specification for the required Equipment:

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
1.	**General Specification and Requirement**			
1.1	The following specifications outlines the Gas Chromatography system with a Triple Quadrupole Mass Spectrometer detector (GC-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 (GC 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 11 compatible.			
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.			
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 similar GC-MS/MS systems for targeted analysis/ multiresidue analysis.			
2.	**Specification**			
2.1	The GC must feature a colour screen to provide easy accessibility to the GC instrument control and all parameters associated with it.			
2.2	The colour display of the GC must have built in maintenance walk through guides, instrument and consumable health tracking			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
	(complete with alert notifications) to assist with preventative maintenance.			
2.3	The color display of the GC must be capable of supporting multimedia files for maintenance and troubleshooting (video and images) which can be updated via the integrated USB port.			
2.4	The screen of the GC must display all relevant data, including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates, all detector parameters and instrument health counters for consumables.			
2.5	The screen of the GC must allow direct control of instrument parameters including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates and all detector parameters.			
2.6	The screen must provide a dedicated automated assisted leak check procedure.			
2.7	The instrument must provide the capability to calculate and implement the carrier gas linear velocity and the column void time.			
2.8	The GC interface must provide a maintenance log function which automatically records information at the time of maintenance which is then saved in a log file for permanent record.			
2.9	From the screen it should be possible to control a liquid autosampler.			
2.10	From the screen it should be possible to access to maintenance procedures.			
3.	**GC Oven**			
3.1	Operating temperature range must be from ambient +3 to 450 °C.			
3.2	The GC oven must allow for programmable temperatures including 32-ramps and 33-plateaus.			
3.3	The GC oven must have a maximum heating rate of at least 125 °C/min			
3.4	The GC oven must allow for cooling from 450 °C to 50 °C in less than 4 minutes.			
3.5	The oven temperature must be maintained within 0.01 °C of the set-point value, per 1°C ambient temperature.			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
3.6	The oven must support a fast start-up to quickly start operations and for power savings: From power off conditions, programming the oven to 50 °C and with one injector and one detector installed and set to 250 °C, the GC reaches a ready condition in 3.5 minutes.			
3.7	Injectors and detectors positions must be clearly defined for a quick user-installation.			
3.8	The GC Oven must have an integrated light.			
4.	**Pneumatic controls**			
4.1	The electronic pneumatic controls must be integral part of injector and detector modules and must not be installed into the oven mainframe.			
4.2	The gas supply to the injectors and detectors must be provided such that no extra tubing, plumbing or wires are needed to operate electrical valves, and deliver carrier, detector and make-up gases to injectors and detectors.			
4.3	The digital carrier gas controller must allow operating in constant and programmed flow, pressure modes, constant linear velocity, and support surged pressure split/splitless injection.			
4.4	The pneumatic control must allow for setting of gas pressures in the range of 0 – 1050 kPa (0 – 152 psi).			
4.5	The pressure set point must be adjustable in increments of 0.01 kPa or 0.001 psi.			
5.	**Split/splitless injector (SSL)**			
5.1	The Split/Splitless injector would be preferred to be user-installable in less than 5 minutes without requiring a field-service engineer or any special tools.			
5.2	The inlet liner and septum must be accessible via a cold head, for which no tools are required, and all connections can be made by hand.			
5.3	The injector must allow timed closure/opening of the purge line.			
5.4	The maximum operating temperature of injector must be at least 400°C			
5.5	It must be possible to set the split ratio of the SSL injector between 0 and 12500.			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
5.6	The split flow must be adjustable from OFF or 0 to 1250.0 mL/min in increments of 0.1 mL/min.			
5.7	The septum purge flow must be adjustable from 0.5 to 50.0 mL/min in increments of 0.1 mL/min.			
5.8	The pressure set point must be adjustable in increments of 0.01 kPa or 0.001 psi in all pressure ranges.			
5.9	The injector must provide a gas saving mode which reduces the split flow to a user-defined flow rate after a user-defined time.			
	Triple Quadrupole GC-MS/MS Specifications			
6.	**Ion Source**			
6.1	The ion source including ion-volume, source lenses and RF lens must be contained in a single source cartridge allowing easy removal of all these parts for routine maintenance.			
6.2	It would be preferred that the Instrument allows removing the source without venting the mass spectrometer.			
6.3	It would be preferred that the Instrument allows replacement of the filament without venting the mass spectrometer.			
6.4	The ion source must be made of solid, non-coated, inert material.			
6.5	The ion source must be heated by a block heater controlled with user-selectable temperature set points up to 350 °C to reduce the contamination of the ion source and to increase the time between maintenance.			
6.6	The filament and electron beam must be in-line with the sample ions, for greater ionization efficiency.			
6.7	The emission current must be accurately regulated up to 350 µA.			
6.8	The filament must consist of an integrated, lens-protected dual filament assembly.			
6.9	The electron energy must be self-adjusted to the optimum value for the best sensitivity.			
6.10	The calibration gas pressure must be constant for optimal system tuning. The analyst must not have to adjust the calibration gas pressure for tuning or troubleshooting.			
6.11	GC transfer line must have a settable temperature limit of up to 400°C, for ideal transfer of components from GC to MS.			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
6.12	The MS must have features that reduce background noise before reaching the quadrupoles.			
7.	**Quadrupole Mass Analyzer**			
7.1	The mass range must be 1.2 –1100 amu (u).			
7.2	The resolution must be = 1.0 amu over the entire mass range.			
7.3	The quadrupole analyzer must support fast scanning at 20,000 u/sec.			
7.4	The acquisition rate for SRM transitions must allow for measurement of more than 800 SRM per second.			
7.5	The acquisition rate for Full Scan mode must allow for more than 97 scans/sec written to disk when scanning over a range of 125 u.			
7.6	The minimum SRM dwell time must not be greater than 0.5 ms.			
7.7	The quadrupole rods must be made of inert, non-coated material.			
7.8	The quadrupole rods must not require dedicated heating.			
8.	**Collision Cell**			
8.1	The collision cell must use high-speed optics for maximum ion transmission.			
8.2	The collision energy must be adjustable in the range of 0 – 60 eV in user-programmable increments of 1 eV.			
8.3	The collision cell must support minimum SRM dwell time of 500 µs.			
8.4	The collision cell must be compatible with the measurement of over 5000 SRMs within a single run.			
8.5	The collision cell must have the capability to run with argon collision and SRM installation specifications run using this gas.			
9.	**Detection System**			
9.1	Mass spectrometer must be a benchtop tandem quadrupole mass spectrometer (triple quadrupole mass spectrometer)			
9.2	The detection system must utilize digital electronic noise discrimination, and a new generation discrete dynode electron multiplier integrated with linear-log electrometer with maximum linear output of 110 µA.			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
9.3	The detection system must provide electronic dynamic range greater than nine orders of magnitude (>10^9).			
10.	**Vacuum System**			
10.1	The vacuum system must include 3.3 m^3/hr rotary-vane oil fore-pump.			
10.2	The vacuum system must consist of an extended capacity (300 L/s) turbomolecular pump.			
11.	**Instrument Control**			
11.1	The instrument control must support the following scan modes: a. MS Mode: full scan (FS), SIM and FS/SIM simultaneous within a single sample injection, timed-SIM (t-SIM), FS/t-SIM simultaneous within a single sample injection. b. MS/MS Mode: full scan (FS), SRM and FS/SRM simultaneous within a single sample injection, timed-SRM (t-SRM), FS/t-SRM simultaneous within a single sample injection. c. Product ion scan d. Precursor ion scan e. Constant neutral loss scan			
11.2	The instrument control must have the ability to alternate between Full Scan MS and SRM/SIM target analysis on successive scans. This allows for confirmation and identification of unknown compounds by Full Scan and quantitative analysis of target compounds by SRM/SIM in a single run.			
11.3	In Full Scan/SRM or Full Scan/SIM mode, the instrument control must acquire all data into a single file with the ability to be parsed into separate views by the data system.			
11.4	The instrument control must include an automated SRM method development tool, which allows for automated, user-selectable criteria-guided SRM method development. This feature must include the following: a. Precursor ion optimization from Full Scan data of a single injection. b. Product ion optimization in which the first quadrupole performs mass filtering, and the third quadrupole operates in full scan mode, while the collision cell is automatically stepped between 10, 20 and 30 eV.			
11.5	SRM optimization in which mass filtering occurs on the first and third quadrupoles according to the selected precursor and product ions, while the collision energy is automatically stepped either			

	Minimum Requirements of GC-MS/MS:	Comply to Specifications		
	Description	**YES**	**NO**	**Reference Page and Section No.**
	using standard (0 – 60 eV in 5 eV steps) or targeted settings (2 eV steps within +/- 10 eV of the target collision energy).			
11.6	The implementation of the automated SRM method development tool must be in the form of a dedicated stand-alone software tool with no requirement for working with external software packages.			
12.	**Sample Management**			
12.1	Autosampler must be able to make use of standard 2ml sample vials.			
12.2	Autosampler must be able to accommodate a minimum of 150x 2ml sample vials.			
12.3	Injection volume range must be from 0.1-10ul as standard.			
13.	**Service and Support**			
13.1	The GC-MS/MS must come standard with 3year instrument warranty covering electronics, hardware, and mechanical components.			
13.2	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.			
13.3	A minimum of 2 qualified application specialists must be available to assist with training, support of the instrument, software, and methods. Application support personnel must be permanently employed with the company. Please attach CV and training certificates.			
13.4	A minimum of two qualified service engineers must be available to assist with service and repairs of the instrument. Service engineers must be based in the Gauteng region. Please attach CV's and training certificates.			
14.	**Computer Hardware**			
14.1	The bidder must provide Computer Hardware			

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

Equipment 2: Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor and provide service and maintenance of the machine. Below are the minimum specifications required with a 3-year warranty.

	Minimum Requirements of Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor:	Comply to Specification		
No.	**Description**	**YES**	**NO**	**Reference Page and section No.**
1	**General Specification and Requirement**			
1.1	The following specifications outlines the Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor that must be controlled through a single data acquisition for mycotoxins analysis			
1.2	Three-years 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 Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor as well as service & support must be provided by a single vendor who has been successful.			
1.4	The successful bidder must provide at least 4 days of system and software training for at least 5 people			
1.5	The machine software must be Windows 11, compatible.			
1.6	The full software package for the control of the system must be included.			
1.7	Must be able to integrate the system software into the laboratory's current LIMS (Lablnfo) as part of set up.			
1.8	Must be able to purchase and load supplementary software licenses onto other computers for additional data processing. Include as optional in quote.			
1.9	Suppliers must provide at least 3 local references who are currently using the exact or similar Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor systems for targeted analysis/ mycotoxins analysis.			
1.10	The system must be able to detect aflatoxin B1 and G1 at 0.5 µg/kg in groundnuts at a S/N level of >10 with the application notes (based on international recognised reference method) to be provided by the supplier.			
1.11	Must be able to provide continuous support to set up methods for mycotoxins analysis.			
2.	**Specification**			
2.1	The system must have a total system bandspread, 5σ / 4σ (Dispersion Volume) of ≤ 30µl.			
2.2	The dwell volume (total system) must be ≤ 1300µl.			

2.3	The system must have integrated leak management in the form of leak sensors or similar. (standard)			
2.4	The maximum system pressure must be able to reach 10000psi, at a flow rate of up to 10.00ml/min.			
2.5	The system flow rate must range from 0.001 to 5ml/min, in 0.001ml increments.			
2.6	The pH must range from 1 to 13 or more			
2.7	The cycle time must be ≤30s inject -to-inject			
2.8	Future capabilities: the UHPLC/ HPLC should be able to accommodate a sample organiser, to increase sample loading capacity (200 samples minimum) with minor modification.			
2.9	Future capabilities: Should be able to accommodate a column manager. Two columns, as standard (maximum length of 150mm with filter or guard column). Should be able to setup 2 different methods, to run one after the other			
3.	**PUMP (Quaternary pump)**			
3.1	Must be able to blend up to four solvents in any combination (Standard). Be able to increase capacity of solvents (Optional)			
3.2	Solvent degassing must be integrated vacuum degassing, four chambers one additional chamber for the purge solvent			
3.3	Must have 2 fluidic paths (Path1 and waste)			
3.4	The dwell volume selection must be automated.			
3.5	The gradient formation or mode must be low-pressure mixing, quaternary gradient			
3.6	The gradient profile must have 11 gradient curves (Including linear, step (2), concave (4), and convex (4).			
3.7	The flow accuracy must be ±1.0%			
3.8	The composition ripple (Baseline noise) must be ≤1.0 mAU.			
3.10	The composition accuracy must be ±0.5% absolute (full scale) from 5% to 90%.			
3.11	The composition precision must be ≤0.15% RSD or ± 0.04min SD			
3.12	The compressibility compensation must be automatic and continuous.			
3.13	Priming - wet priming must be able to run at flow rates up to 10ml/min.			
3.14	The pump seal wash must be standard.			
4.	**Autosampler**			
4.1	The injection volume must range from 0.1 to 10.0µL as standard and up to 1000µL (optional)			

4.2	Sample capacity: Autosampler must be able to accommodate a minimum of 100 x 2ml sample vials.			
4.3	Sample compartment temperature must be programmable at 4.0°C - 35°C.			
4.4	Temperature accuracy must be ±0.5°C			
4.5	Temperature stability must be ± 1.0°C			
4.6	The injection needle wash must be integral, active, and programmable			
4.7	Minimum sample required must be 3µL residual (using recovery vials 2ml).			
4.8	The accuracy (Aspiration) must be ±0.2µL			
4.9	Linearity must be >0.999; 0.2 - 50µl			
4.10	Precision must be ≤ 0.3% to <1.0% RSD from 0.5µl to 10µl.			
4.11	The sample carryover must be ≤ 0.003%.			
4.12	It must have the advanced capabilities of auto-dilution; auto-addition; load ahead.			
5.	**Column Heater**			
5.1	The column capacity must be single column, up to 4.6 mm I.D; up to 150mm length with filter or guard column.			
5.2	The column compartment temperature must have a temperature range of 20.0°C to 85.0°C settable in 0.1°C increments			
5.3	The temperature accuracy must be ±1°C.			
5.4	The temperature stability must be ±1 °C.			
5.5	Solvent conditioning must have an active pre-heating.			
5.6	Column tracking must use electronic technology that tracks column usage and history.			
	Fluorescence Detector (FLR)			
6.	**FLR Operating Specifications:**			
6.1	Excitation wavelength must range from 200 to 9nm.			
6.2	Emission wavelength must range from 210 to 900 nm.			
6.3	Bandwidth must be 15 - 20nm.			
6.4	Wavelength Accuracy must be ±3nm.			
6.5	Wavelength repeatability must be ±0.5nm			
6.6	Sensitivity must be S/N, Raman peak of water ≥1000.			
6.7	Measurement range must be from 0.001 to 100,000 emission units.			
6.8	Filter time constant, single mode must be 0.1 to 50s Hamming			

6.9	Data Channels must be up to four 2D Channels or one 3D channel.			
6.10	Sampling rate must be up to 20 points in single (wavelength) or mode 1 point/s in 3D mode.			
7.	**FLR Optical Components Specifications:**			
7.1	Light source must be xenon lamp, 150W			
7.2	Flow cell volume must be 13µl.			
7.3	Pressure Limit must be 145 psi (10 bar).			
	Photodiode Array Detector (PDA)			
8.	**PDA Operating Specifications**			
8.1	Wavelength must range from 190 to 800 nm.			
8.2	Wavelength accuracy must be ±1 nm.			
8.3	Wavelength repeatability must be ± 0.1 nm.			
8.4	Bandwidth must be 1.2 nm.			
8.5	Photodiodes must be 512.			
8.6	Digital resolution must be 1.2 nm/ pixel.			
8.7	Linearity range must be ≤5% at 2.0 AU.			
8.8	Baseline Noise must be ≤10 x 10-6 AU peak to peak, 254 nm, 2 points/s, 1.0s, 30 s segments, bandwidth 3.6nm (3- pixel bunch), dry analytical flow.			
8.9	Drift must be ≤10 x 10-6 AU/hour, 254 nm, 2 points/s, 1.0s, 30 s segments, bandwidth 3.6nm (3-pixel bunch), dry analytical flow.			
8.10	Sampling rate must be up to 80 points/s			
9.	**PDA – Optical Component Specifications:**			
9.1	Light source must be deuterium arc lamp.			
9.2	Path length must be 10 mm.			
9.3	Flow cell volume must be ≤ 13 µl			
9.4	Pressure limit must be 1000 psi.			
10.	**Photo Chemical Reactor**			
10.1	Must be a UV light that reacts with mycotoxins as a post HPLC column derivatization method for aflatoxin.			
10.2	Must be easy to setup and operate			
10.3	Must have UV lamp of 254nm UV PL 18 W			
10.4	Must have PTFE reaction tubing of 0.25mm I.D. x 25m			
10.5	The input voltage must be 100VAC – 240VAC, 50/60Hz			
11.	**Service and Support**			

11.1	Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor must come standard with 3 years instrument warranty covering electronics, hardware, mechanical components, and computer.			
11.2	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			
11.3	A qualified application specialist must be available to assist with training, support of the instrument, software, and methods. Application support personnel must be based in the Gauteng region. Please attach two CV's and training certificates.			
11.4	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			
11.5	A three-year service and maintenance plan			
12.	**Computer Hardware**			
12.1	The bidder must provide Computer Hardware			

Note: 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/GC-MS-MS_HPLC/2025/01 - (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/GC-MS-MS_HPLC/2025/01 –Supply, Delivery and Maintenance of (1) Gas Chromatography with tandem mass spectrometry (GC-MS/MS) and a Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor

Bidders must submit one (1) signed, completed original Price Proposal (pricing schedule/schedule of rates as applicable), together with one (1) electronic copy 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 **Error! Reference source not found.**.).
9.	Tax Compliance Pin Certificate
10.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: • Joint Venture Agreement including split of work and rand value signed by both parties; • The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member; • Proof of ownership/shareholder certificates/copies of Identity document; and • Company registration certificates

Envelope 2: Pricing Proposal

1.	SBD 3.3 – Pricing Schedule

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/GC-MS-MS_HPLC/2025/01
Venue: THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)
45 Silwerboom Avenue

Platteklooof
Cape Town, 7500

5.3.3 The sealed Tender submission documents must be placed in the Tender Box in the main reception area at the PPECB Head Office no later than the closing date and time stipulated in the Tender Summary Information (refer cover page).

5.3.4 Failure to comply with these instructions may result in the tender being considered ineligible.

5.4 Electronic Submission

5.4.1 An electronic copy must be submitted online via Microsoft OneDrive and shared with email address PortiaJ@ppecb.com and 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/Compliance Evaluation.
- Stage 2 – Mandatory Criteria
- Stage 3 – Functional / Technical Evaluation.
- Stage 4 – Demonstration
- Stage 5 – Price and Preference Evaluation; and
- Stage 6 – Objective Criteria (Risk) Evaluation.

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

6.1 Stage 1 – Administrative/Compliance Evaluation

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

6.2 Stage 2 - Mandatory Criteria

Requirement		Comply (Yes/No)
1.	**Training Provision** The bidder must confirm that they will provide extensive training to PPECB staff which will include but not limited to the following: a) Covering basic operation (e.g., running the instrument, creating methods, processing data, and generating tests reports, etc.) and maintenance b) Covering intermediate operations (e.g., methods optimisation, statistical data processing, setting conformity parameters, etc.) and basic maintenance	☐ YES ☐ No

2.	The Instrument must comply with applicable ISO standard requirements and bidder must provide proof/certificates	☐ YES ☐ No

6.3 Stage 3 - Functional / Technical Evaluation

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

6.3.1 Weighted/Rated Technical Evaluation

Bidders will be evaluated based on the following Weighted/Rated Technical/Functional Evaluation Criteria. **Failure to submit any of the required documentation, points may not be awarded.**

No.	Technical Evaluation	Min. Points	Max. Points
1.	**Equipment: Gas Chromatography with tandem mass spectrometry (GC-MS/MS** **a)** Gas Chromatography system with a Triple Quadrupole Mass Spectrometer detector (GC-MS/MS) – **10 points** b) The screen of the GC must display all relevant data, including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates, all detector parameters and instrument health counters for consumables -**5 points.** c) The screen of the GC must allow direct control of instrument parameters including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates and all detector parameters. -**5 points** **d)** the Instrument allows replacement of the filament without venting the mass spectrometer. – **10 points** -the Instrument does not allow replacement of the filament without venting the mass spectrometer. – **5 points** **e)** The instrument must allow for the removing of the ion source without venting the mass spectrometer. – (**10 points - minimum 10 points)** **f)** The Split/Splitless injector must be user-installable without requiring a field-service engineer or any special tools – **10 points.** **g)** The inlet liner and septum must be accessible via a cold head, for which no tools are required, and all connections can be made by hand – **10 points.** h) The system must be able to detect and quantify 200 - 300 pesticides in food matrices in a single GC-MS/MS method with a run time of 35 mins or less – (**10 points - minimum 10 points)** **i)** Please include application notes as reference – **10 points**	90	110

	j) The calibration gas pressure must be constant for optimal system tuning. The analyst must not have to adjust the calibration gas pressure for tuning or troubleshooting – **10 points.** k) The MS must have features that reduce background noise before reaching the quadrupoles. – **10 points** The instrument control must support the following scan modes: • MS Mode: full scan (FS), SIM and FS/SIM simultaneous within a single sample injection, timed-SIM (t-SIM), FS/t-SIM simultaneous within a single sample injection. – **1 point** • MS/MS Mode: full scan (FS), SRM and FS/SRM simultaneous within a single sample injection, timed-SRM (t-SRM), FS/t-SRM simultaneous within a single sample injection. – **1 point** • Product ion scan– **1 point** • Precursor ion scan– **1points** • Constant neutral loss scan– **1 point**		
2.	**Equipment: Equipment: Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor** a) The Ultra / High-Performance Liquid Chromatography (UHPLC/ HPLC) with Fluorescence detector (FLR), Photodiode Array detector (PDA) and Photo Chemical Reactor – **(10 points - minimum 10 points)** b) The system must be able to detect aflatoxin B1 and G1 at 0.5 µg/kg in groundnuts at a S/N level of >10 with the application notes (based on international recognised reference method) to be provided by the supplier. Please include application notes as reference – **(10 points - minimum 10 points)** c) Future capabilities: the UHPLC/ HPLC should be able to accommodate a sample organiser, to increase sample loading capacity (200 samples minimum) with minor modification. **– 5 points** d) Future capabilities: Should be able to accommodate a column manager. Two columns, as standard (maximum length of 150mm with filter or guard column). Should be able to setup 2 different methods, to run one after the other**. – 5 points** e) Must be able to blend up to four solvents in any combination (Standard). Be able to increase capacity of solvents (Optional). Solvent degassing must be integrated vacuum degassing, four chambers one additional chamber for the purge solvent **– 10 points.** f) Sample capacity: Autosampler must be able to accommodate a minimum of 100 x 2ml sample vials. Sample compartment temperature must be 4.0°C - 35°C. **– 10 points.** g) It must have the advanced capabilities of auto-dilution; auto-addition; load ahead **– (10 points - minimum 10 points)**	70	98

	h) Column tracking must use electronic technology that tracks column usage and history. **– 10 points** i) The Photo Chemical Reactor must be a UV light that reacts with mycotoxins as a post UHPLC/ HPLC column derivatization method for aflatoxin. **– 10 points** **j)** The system must have a total system bandspread, 5σ / 4σ (Dispersion Volume) of ≤ 30µl. **– 10 points.** **k**) The system must have the following specifications: • The dwell volume (total system) must be ≤ 1300µl.**– 1 point.** • The maximum system pressure must be able to reach 10000psi, up to 10.00ml/min**.- 1 point** • The gradient profile must have 11 gradient curves (Including linear, step • (2), concave (4), and convex (4**). - 1 point** • Pump: The composition ripple (Baseline noise) must be ≤1.0 mAU**. - 1** • **point** • must be Sensitivity S/N, Raman peak of water ≥1000.- **1 point** • FLR Flow cell volume must be 13µl. - **1 point** • FLR Bandwidth must be 1.2 nm. - **1 point** • Photodiodes must be 512.- **1 points**		
3.	**Supply and after sales service** • Contact by service and support personal must be provided within 24 hours of a service/support request being logged – (**10 points - minimum 10 points)** • Must be able to purchase and load a supplementary software license onto another computer for additional data processing. Include as optional in quote – **10 points.** • The complete system as well as software, service & support must be provided by a single vendor- **5 points.** • Evidence of a minimum of two suitably qualified service engineers and an application specialist based in Gauteng region must be provided – **10 points**	10	35
4.	**Guarantee and Warranty** The bidder must specify the duration of the applicable guarantee and warranty that will be provided for the Instrument and its components. **For GC:** • GC components. • MS components. • Pump. • Computer. • UPS. **For HPLC:** • Pump (Quaternary Pump) • Autosampler • Column Heater • Fluorescence Detector • Photodiode Array Detector		10

	• Photo Chemical Reactor • Computer • 3-year warranty to include all components listed – 10 points • Less than three years more than 1 year to include all components listed – 5 points. • Less than 1 year to include all components listed – **0 points**		
5.	**Client Reference** 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 A to complete checklist • 3 Written Customer References – **15 Points** • 2 Written Customer References – **10 points** • 1 Written Customer Reference – **5 Points**		15
6.	**Purchase Order Delivery Lead-time** The bidder must confirm lead time for Supply and Delivery from purchase order date**:** • 4-6 Weeks **– 10 points** • 6-8 Weeks **– 5 points** • 8 or more Weeks **– 0 points**		10
7.	**Servicing and Maintenance Plan** a) The bidder must provide a detailed service level agreement that reflects the servicing and maintenance schedule. – **10 points** b) The supplier must attend to service and maintenance calls within 24 hours from the time of logging the call. – **10 points**		20
	Total Points		298

Functional Threshold

The minimum functional threshold is **230 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where appliable.

VERY IMPORTANT:

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

6.4 Stage 4 – Demonstration

6.4.1 GC - MS MS:

No.	Criteria		Min Points	Max Points
1.	Software must be user friendly	Quick setup of sequence preferably using an existing template		2

		Max of 3 steps to develop a method		2
		Have an intelligent tuning solution to simplify tuning of instrument		2
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 chromatogram - 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 (100 actives) Samples provide by PPECB laboratory: • Groundnut sample (spiked 5ppb and 100ppb) and calibration range • Citrus fruit sample (spiked 5ppb and 100ppb) and calibration range	Hard copy of Calibration curve - indicating R^2>0.98	2	2
		Accuracy of each active must be between acceptable range of 70 - 120%	5	5
		100 % of actives detected	5	5
		S/N ratio > 10 for injected standards Check the run time. <= 35min >35 min	1	1 2 1
6.	Edit a sequence	Addition and removal of samples to a sequence that is already running without stopping the run		2
7.	Processing	Ability to manually integrate peaks of each active during processing		2
	Total Points			30

The minimum threshold for the technical evaluation is 25 points out of 30 points and any bid that obtain points below 26points will be disqualified.

6.4.2 HPLC

No.	Criteria		Min Points	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 5 steps to process a batch (includes printing of reports)		1
2.	Software must allow for multiple users, within individual login and password,	Multiple user Login		1
		Single user Login only		0
3.	Software must ensure traceability of user	User ID indicated on chromatogram - 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.	Samples provide by PPECB laboratory: • Groundnut sample (spiked Aflatoxin B1 at 0.5µg/kg and aflatoxin G1 at 0.5µg/kg)	Hard copy of Calibration curve - indicating $R^2 \geq 0.98$.	2	2
		Accuracy of each active must be between acceptable range of 70 - 120%	5	5

	• 6 calibration standards ranging from 0.5 to 10 µg/kg. • Spice sample (spiked Aflatoxin B1 at 1 µg/kg and aflatoxin G1 at 1 µg/kg) • 6 calibration standards ranging from 0.5 to 10 µg/kg.	Number of metabolites detected – 2 detected.	5	5
		Check the run time. Between 5 and 10min >10min Detectable at a S/N level of >8 Detectable at a S/N level of <8	 5 5 	 5 0 5 0
	Total Points			29

The minimum threshold for the technical evaluation is 22 points out of 29 points and any bid that obtain points below 26points will be disqualified.

6.5 Stage 5 - 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/Specific Goals (B-BBEE).

The bid will be evaluated using the **80/20** preference point system as per the current Preferential Procurement Regulations.
Bidders that passed the previous evaluation stage(s) will be evaluated on one of the following two options:

POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. 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) (To be completed by the bidder)

1	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: 20** EME = 20 QSE = 20 Generic = 5	
	Total Specific Goals		**20**	

6.6 Stage 5 - Objective Criteria

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

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

7 Financial Proposal

Points awarded for price

Note: The Bidder's Proposal must set out all pricing assumptions.

All prices must be inclusive of VAT.

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.
h) The price submitted will be used for evaluation purposes only.

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 Non-Disclosure of Information

8.2.4 The successful Bidder will be required to sign a formal agreement with the PPECB.

8.2.5 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.

8.2.6 A Bidder may not intend to cede his right to payment in terms of a contact 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 is to submit a copy of their 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.

8.4.2 A Bidder may not intend to cede his right to payment in terms of a contact 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 the 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 will not be applicable for this tender

8.9 Duration of Contract

8.9.1 This contract and/or Service Level Agreement shall commence on the commencement date and terminate as per the agreement terms signed by both parties,

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/LABGC-MS-MS_HPLC/2025/01**

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 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 am duly authorised to sign this proposal.

NAME (PRINT) ……..……. Signature …….

DESIGNATION …….

WITNESSES:

1 ……..……..

2 ……..…….

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFP/LAB/GC-MSMS_HPLC/2025/01	CLOSING DATE:	25 May 2025	CLOSING TIME:	11h00
DESCRIPTION	Supply, Delivery and Maintenance of (1) Gas Chromatography with tandem mass spectrometry (GC-MS/MS) and (1)a Ultra / High-Performance Liquid Chromatography (UHPLC / HPLC) with Fluorescence detector, Photodiode Array detector and Photo Chemical Reactor				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Head Office : 45 Silwerboom Ave, Plattekloof, Cape Town, 7560

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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: RFP/LAB/GC-MS-MS_HPLC/2025/01

CLOSING TIME 11:00 CLOSING DATE 25 May 2025

OFFER TO BE VALID FOR 150……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..

TOTAL: R…….

** ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: ……

Name of Bidder: …….

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……...
----------	…….	……..	R……...
----------	…….	……..	R……...
----------	…….	……..	R……...

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
Entered into between

1. The Perishable Products Export Control Board
(hereinafter referred to as the "PPECB")

2. The Bidder
(hereinafter referred to as the "Bidder")

Individually known as "Party" and Jointly known as the "Parties"

INTRODUCTION

1.1 WHEREAS some of the information contained in the Tender Documents and shared at compulsory briefing sessions (if held) or obtained during due diligence may be of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder partners whom you may decide to involve in preparing a response to this RFP.

1.2 AND WHEREAS the Parties do not wish such Confidential Information to be disclosed to third parties, or the general public, or to be used by the Receiving Party for his/her own benefit unless such Party has expressly consented to the disclosure of such information.

1.3 NOW THEREFORE the Parties agree to the terms and conditions stipulated hereunder.

2. DEFINITIONS

2.1 In this Agreement, unless the context indicates otherwise:

2.1.1. **"Agreement"** means this Confidentiality and Non – Disclosure Agreement and any addendums and annexures thereto;

2.1.2. **"Confidential Information"** means any information or data 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 and including in all cases the PPECB

Classification: Confidential

Intellectual Property, PPECB Materials and PPECB Data (where PPECB is the Disclosing Party);

2.1.3. **"Data Protection Legislation"** means any and all laws relating to the protection of data or of Personal Information relevant to a Party, including POPIA, the GDPR (to the extent applicable) and the protection of Personal Information principles agreed to in this Agreement;

2.1.4. **"Data Subject"** means the person (whether natural or juristic) to whom Personal Information relates;

2.1.5. **"Disclosing Party"** means either Party and/or any third party to the extent that it discloses any Confidential Information in terms of this Agreement;

2.1.6. **"Effective Date"** means the date of signature by the Bidder;

2.1.7. **"GDPR"** means the General Data Protection Regulation 2016/679, as amended from time to time;

2.1.8. **"PPECB Data"** means PPECB Materials, data, processes, or information, including but not limited to Personal Information and Confidential Information, relating to PPECB, PPECB's personnel, PPECB board members, the customers of PPECB and PPECB's operations, business activities;

2.1.9. **"PPECB Intellectual Property"** includes but is not limited to;

- all current and future PPECB intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wheresoever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, design rights, drawings, specifications and business methods, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to trade names, business names, Internet domain names, logos and service marks, the right to keep information confidential and private, rights in and to know-how, rights in and to databases (including rights of extraction), data, source code, registered reports;
- PPECB Confidential Information (to the extent containing intellectual property of PPECB) as well as PPECB's product quality, food safety, orchard inspection, export certification and cold chain standardized applications and methodologies;
- the materials used within the Learning and Development Division to ensure the uniform interpretation and application of the standards and requirements as per the Agricultural Product Standards Act 119 of 1990 and its regulations, the Perishable Products Export Control Act 9 of 1983 and its regulations and the Perishable Products Export Control Bill;
- Standardized product quality and cold chain material knowledge, food safety market access training material;
- the proprietary PPECB software known as TITAN 2.0® and any updates, patches, fixes, upgrades or later versions thereof; and
- all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Effective Date or thereafter wheresoever in the world,

whether or not any of these is registered and including, but not limited to, applications for any such rights or registration thereof and any goodwill related to or arising from such rights;

Classification: Confidential

2.1.10. **"PPECB Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including API interfaces), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible, including without limitation PPECB Intellectual Property;

2.1.11. **"Personal Information"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;

2.1.12. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;

2.1.13. **"Process"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;

2.1.14. **"Receiving Party"** means the Party, other than the Disclosing Party, to the extent that it receives any Confidential Information from the Disclosing Party;

2.1.15. **"Staff"** means any employee, independent contractor, agent, consultant, or other representative of the Bidder; and

2.1.16. **"Subcontractor"** means a person other than the Bidder or its Staff who is contracted or appointed by the Bidder to perform any part of or provide the products, perform the services or deliver the obligations undertaken by the Bidder in terms of the Agreement, including its appointed sub-Processors.

2.2 In this Agreement unless the context indicates otherwise, words which refer to:

2.2.1 The singular shall include the plural and vice versa;
2.2.2 Any reference to a natural person shall include a reference to a juristic person and vice versa;
2.2.3 Clause headings shall only be utilised for convenience purposes and shall not be utilised in the interpretation of this Agreement;
2.2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
2.2.5 Where any number of days is prescribed in this Agreement same shall be considered to be calendar days and reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Sunday or public holiday in the Republic of South Africa;
2.2.6 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply; and
2.2.7 The expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on the Effective Date and will continue for an indefinite period.

4. CONFIDENTIALITY OF INFORMATION

4.1 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.

4.2 The provisions of 4.1 shall not apply to any Confidential Information which:

4.2.1 is or hereafter becomes part of the public domain (otherwise than as result of a breach of the provisions of 4.1 above);

4.2.2 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;

4.2.3 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

4.2.4 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.

4.3 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Confidential Information to PPECB or destroy such Confidential Information and provide a signed certificate of destruction, at PPECB's election. The signed certificate shall stipulate the action taken in terms of the destruction of the Confidential Information as well as a warranty that the Confidential Information has been destroyed to provide assurance to the PPECB that this has been done.

5. PROTECTION OF PERSONAL INFORMATION

5.1 The Bidder acknowledges that the PPECB is required to Process the Bidder's Personal Information insofar as is necessary for the PPECB to comply with its obligations in terms of the Agreement.

5.2 It is recorded that, pursuant to its obligations under the Agreement, the Bidder may be required to Process the Personal Information of Data Subjects in connection with and for the purposes of complying with the Agreement.

5.3 The Bidder shall Process such Personal Information only:

5.3.1 in compliance with Data Protection Legislation, the PPECB's instructions and the Agreement;

5.3.2 for purposes connected with performing in terms of the Agreement or as specifically otherwise instructed or authorised by the PPECB in writing.

5.4 The Bidder shall treat the Personal Information that comes to its knowledge or into its possession as confidential and the Bidder shall comply with all the provisions of this clause 5, and not disclose such Personal Information without the prior written consent of the PPECB.

5.5 The Bidder 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:

5.5.1 loss of, or damage to, or unauthorised destruction of the Personal Information; and/or

5.5.2 unlawful access to or unlawful Processing of the Personal Information.

5.6 In order to give effect to clause 5.5 above, the Bidder shall take reasonable measures to:

5.6.1 identify all reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
5.6.2 establish and maintain appropriate safeguards against the risks identified;
5.6.3 regularly verify that these safeguards are effectively implemented; and
5.6.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

5.7 Within 5 Business Days of a request from the PPECB, the Bidder shall provide to the PPECB a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of the Bidder to demonstrate and ensure compliance with this clause.

5.8 The Bidder 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.

5.9 In addition to any other obligations set out in the Agreement, the Bidder shall:

5.9.1 keep abreast of and comply with Data Protection Legislation at all times;
5.9.2 limit further access to and disclosure of the Personal Information only to Staff who need to have access to such Personal Information to enable the Bidder to perform its obligations in terms of the Agreement;
5.9.3 deal promptly and properly with all reasonable inquiries from the PPECB relating to the Bidder's Processing of the Personal Information and provide to the PPECB copies of the Personal Information in the format reasonably specified by the PPECB;

5.9.4 promptly inform the PPECB of its inability to comply with the PPECB's instructions and this clause 5.2, in which case the PPECB is entitled to suspend the Bidder's access to the Personal Information and/or terminate the Agreement;
5.9.5 provide the PPECB with full co-operation and assistance in relation to any requests for access to Personal Information or requests for the correction of Personal Information or complaints made by Data Subjects; and
5.9.6 at the request of the PPECB or any regulatory body, submit its Personal Information Processing facilities for an audit of the Processing activities covered by the Agreement.

5.10 The Bidder shall notify the PPECB in writing:

5.10.1 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 Bidder, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
5.10.2 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 Bidder and provide the PPECB with full details of such request or complaint; and
5.10.3 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.

5.11 The Bidder 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 Bidder 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 Bidder or commercially exploited by or on behalf of the Bidder or its Staff.

5.12 Where applicable, the Bidder shall not be entitled to transfer Personal Information and other information, including Confidential Information, to a foreign country unless:

5.12.1 the Bidder is subject to Data Protection Legislation in such foreign country or binding corporate rules which provide an adequate level of protection that effectively upholds the protection of Personal Information principles contained in the Agreement; and

5.12.2 the PPECB consents in writing to such transfer of Personal Information to the foreign country in question.

5.13 The obligations in this clause 5 shall also apply to and extend to any Personal Information disclosed or received by the Bidder prior to the signature date of the Agreement.

5.14 The Bidder warrants that, where it discloses Personal Information to the PPECB, that it has obtained the necessary consent of the relevant Data Subject whose 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.

5.15 The Bidder 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 Bidder's breach of the provisions of this Agreement.

5.16 Notwithstanding any other provision in the Agreement, this clause 5 shall survive any termination, cancellation, or expiration of the Agreement.

6. INTELLECTUAL PROPERTY

6.1 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.

6.2 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.

6.3 All Intellectual Property Rights in and to any PPECB Materials shall vest in and shall remain vested in PPECB and where the Bidder is provided access to any PPECB Materials, the Bidder shall use such PPECB Materials strictly in accordance with the terms of this Agreement. The Bidder 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.

6.4 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Intellectual Property to PPECB.

6.5 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.

7. BREACH

7.1 In the event that any Party (Defaulting Party) breaches any terms of this Agreement and fails to remedy such breach within 14 (FOURTEEN) business days of receipt of written notice by the other Party (Aggrieved Party) calling upon it to remedy such breach:

7.1.1 Without prejudice to any other rights or remedies, the Parties acknowledge and agree that, in the event of any breach of this Agreement, the Aggrieved Party would irreparably and immediately suffer injury and damages would not be an adequate remedy for any breach of the provisions of this Agreement.

7.1.2 If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to enforce the performance of the provisions of this Agreement by interdict or specific performance.

7.1.3 Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

8. GENERAL

8.1 The Parties agree that this Agreement embodies the entire agreement between them and confirm that:

8.1.1 this Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement;

8.1.2 no Party to this Agreement may rely on any representation which allegedly induced that Party to enter this Agreement;

8.1.3 none of the terms and conditions of this Agreement are capable of being waived, amended, added to, or deleted unless such waiver, amendment addition or deletion is reduced to writing and is signed by the Parties hereto;

8.1.4 no indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement and accordingly that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.

8.2 No addition to or variation, consensual termination or novation of this Agreement, and no waiver of any right arising from this Agreement or its breach or termination shall be valid or enforceable unless it is in writing and signed by all the Parties or their duly authorised representatives. For the purpose of this clause, a data message (within the meaning defined in the Electronic Communications and Transactions Act, no 25 of 2002) shall not be regarded as meeting the requirements of being in writing and signed.

8.3 The Bidder shall not cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement, without the prior written consent of the PPECB.

8.4 The Parties undertake to do all such things, perform all such actions and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

8.5 The Parties shall at all times exhibit the utmost good faith to each other.

8.6 The Parties warrant that they have read and understood the terms and conditions of this Agreement.

8.7 The representatives of the Parties warrant that they are duly authorised to sign this Agreement on behalf of the Parties.

8.8 The setting aside or suspension of any provision contained in this Agreement shall not render the Agreement void but instead the provision shall be severed from this Agreement or altered by a court of competent jurisdiction (if it is reasonable to do so having regard to the Agreement as a whole).

REPRESENTING the Bidder

SIGNED AT _____ on this day _____

of _____2022.

AS WITNESS:

.....

....

the Bidder

Classification: Confidential

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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 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.

1.10. The SUPPLIER warrants that, where it discloses Personal Information to the PPECB, that it has obtained the necessary consent of the relevant Data Subject whose 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.

1.11. 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.

1.12. 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

_____

on this day _____

of _____2021.

.....
the Supplier

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 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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**

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

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)
Small Businesses		
EME	20	
QSE	20	
Generic	5	

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: ……

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……

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