

Expression of Interest (EOI)

For the appointment of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

Date of issue	Tuesday, 8 October 2024	
Compulsory online briefing session	Date and Time	Date: Monday, 14 October 2024 Time: 10H00
	MS Teams Link	Join the meeting now Meeting ID: 385 163 424 774 Passcode: TpijuY
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
	Please use EOI No and EOI Description as subject reference	
Last date for submission of enquiries/clarifications	Friday, 18 October 2024 at 16H30	
Electronical submission	tender@csir.co.za (If tender submission exceeds 25MB multiple emails can be sent)	
CSIR business hours	08h00 – 16h30	
Category	Professional Services	
Closing date and time	Date: Wednesday, 23 October 2024	
	Time: 23H30	

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EOI STRUCTURE

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SECTION A

GENERAL EOI TERMS AND CONDITIONS

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (**as indicated on the cover page**). The CSIR business hours are between **08h00** and **16h30**.
- 2.3 All proposal submissions are to be clearly subject referenced with the **EOI number and EOI Description**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:
PART 1: Technical Proposal (Please indicate the EOI Number on each file/folder)
PART 2: Specific Goals claim documentation: EOI No.: (Please indicate the EOI Number on each File/folder)
- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).
- 2.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
- 2.7 All dates and times in this bid are South African standard time.
- 2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any

action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

- 2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.10 The naming / labelling syntax of files or documents must be short and simple.
- 2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, specific goals and objective criteria.

3 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the EOI Conditions or setting of counter conditions by Bidders or qualifying any EOI Conditions will result in the invalidation of such bids.

4 FRONTING

- 4.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the EOI evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSIR may have against the Bidder / contractor concerned.

5 PRICING PROPOSAL

- 5.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.
- 5.3 Price should include additional cost elements such as travel cost, freight, insurance until acceptance, duty where applicable, etc.
- 5.4 Payment will be according to the [CSIR Payment Terms and Conditions](#).

6 APPOINTMENT OF SERVICE PROVIDER

- 6.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 6.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier.
- 6.3 Awarding of contracts will be published on the same platform where the bid was published, and no regret letters will be sent to unsuccessful bidders.

7 SERVICE LEVEL AGREEMENT

Upon award the CSIR and the successful bidder will conclude an agreement in line with applicable form of contract (i.e. Draft Supplier Agreement) regulating the specific terms and conditions applicable to the services being procured by the CSIR.

8 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this EOI shall be submitted in writing to CSIR to the email and format outlined in the table on cover page of this EOI document.

Any other contact with CSIR personnel involved in this tender is not permitted during the EOI process other than as required through existing service arrangements or as requested by the CSIR as part of the EOI process.

9 MEDIUM OF COMMUNICATION

All documentation submitted in response to this EOI must be in English.

10 CORRECTNESS OF RESPONSES

- 10.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the EOI. The prices and rates quoted must cover all obligations under any resulting contract.
- 10.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

11 VERIFICATION OF DOCUMENTS

- 11.1 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.
- 11.2 Pricing schedule and specific goals credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

13 ADDITIONAL TERMS AND CONDITIONS

- 13.1 A bidder shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.

- 13.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 13.3 In case of proposal/s from a joint venture, the following must be submitted together with the proposal/s:
- A joint venture agreement signed by both parties clearly indicating the lead partner, including split of work;
 - Copy of a valid certificate or consolidated B-BBEE score card;
 - The Tax Compliance Status (TCS) or CSD Report of each joint venture partner;
 - Proof of ownership/shareholder certificates/copies; and
 - Company registration certificate/s.
- 13.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 13.5 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.
- 13.6 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

14 SPECIAL CONDITIONS

The CSIR reserves the right to:

- 14.1 Extend the closing date of this EOI
- 14.2 Correct any mistakes before closing date and time of the tender that may have been in the Bid documents or occurred at any stage of the tender process
- 14.3 Verify any information contained in the bidder's submission
- 14.4 Request documentary proof regarding the bidder's submission
- 14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this EOI
- 14.6 Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 14.7 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract

- 14.8 Award this EOI as a whole or in part
- 14.9 Award this EOI to multiple bidders
- 14.10 Cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such
- 14.11 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions
- 14.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 15.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- f. has in the past engaged in any matter referred to above; or
- g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the CSIR relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the CSIR against the bidder notwithstanding the conclusion of the Service Level Agreement between the CSIR and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

17 PREPARATION COSTS AND LIMITATION OF LIABILITY

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the CSIR, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

A bidder participates in this bid process entirely at its own risk and cost. The CSIR shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

18 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the CSIR incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the CSIR harmless from any and all such costs which the CSIR may incur and for any damages or losses the CSIR may suffer.

19 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

20 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CSIR reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should

it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

22 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CSIR remain proprietary to the CSIR and must be promptly returned to the CSIR upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the CSIR's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

24 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure:

Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

25 PERSONAL INFORMATION

- 25.1 Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 25.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3 While performing any activity where a Party is handling personal information as a “responsible party” (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party’s instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 25.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 25 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders’ compliance with the requisite POPI Act safeguards.

26 DISCLAIMER

This EOI is an Expression of Interest only and not an offer document. Answers to this EOI must not be construed as acceptance of an offer or imply the existence of a contract

between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this EOI. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the EOI, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

SECTION B

EVALUATION METHODOLOGY

27 TERMS OF REFERENCE

This EOI is for the provision of the appointment of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites. The service offering must include all requirements as set out in Annexure B.

28 EVALUATION CRITERIA

The CSIR has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Objective Criteria
Only bidders that comply with ALL the criteria set on paragraph 28.1 on Phase 1 below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a minimum threshold of 50 points on each of the individual criteria, and a minimum threshold of 70 points out of 100 points overall. Only bidder (s) who meet and/or exceed the minimum threshold points on Phase 2 and are the four (4) highest scoring bidder(s) on technical/functionality evaluation will form part of the panel.	The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000).

28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- a) Bidder that submits late bids will not be considered.
- b) Bidder that submits to the incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za would be considered).
- c) Bidder that are listed on the NT database of restricted suppliers will not be considered.
- d) Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
- e) Bidder that fails to attend the compulsory online briefing session will not be considered.
- f) Bidder that did not submit mandatory returnable documents as listed on **Annexure E: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table)**.

28.2 Technical Evaluation Criteria (Phase 2)

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

No	Criteria	Criteria Description	Weight
1	Company experience / reference letters	The bidder must submit a minimum of three (3) reference letters where they have rendered same/similar services. The services must have been rendered / completed between 2019 and 2024. The reference letters must be contactable and accessible for vetting.	50
2	Scope of Department of Employment and Labour approval	The bidder must submit the scope of work which the AIA is approved for, as per the Regulations that fall under the Occupational Health and Safety Act 85 of 1993.	20
3	Number of SAIOH registered occupational hygienists	The bidder must submit proof of the total number of Southern African Institute for Occupational Hygiene (SAIOH) registered occupational hygienists in the approved inspection authority.	20
4	Additional regulations relevant to occupational hygiene.	The bidder must submit proof of training of a competent person in line with the Ergonomics regulations, 2018.	10
TOTAL (%)			100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of 70% will be eliminated. A maximum of four (4) of the bidder (s) who meet and/or exceeded the minimum threshold points on Phase 2 and are the four (4) highest scoring bidder(s) on technical/functionality evaluation will form part of the panel.

Refer to **Annexure C (Technical Evaluation Matrix/Rubrics)** for the scoring ranges/rubrics that will be used to evaluate functionality.

28.3 Appointment of a Service Provider

- a) A Supplier Agreement will be signed with a maximum of four (4) bidders who score the highest total number of points on technical/functionality scores during the evaluation process.
- b) The appointment as a successful bidder shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such an agreement, the CSIR reserves the right to appoint alternative suppliers through normal procurement process outside the appointed panel.
- c) A Request for Quotation (RFQ) will be issued to the relevant appointed panel of bidders on a per project basis which will be evaluated on price and preference points as per the 80/20 principle per the Preferential Policy and Procurement Framework Act (PPPFA) 2022 regulations. The appointed panel of bidders will go through the competitive RFQ process and be issued with a formal purchase order if they are successful.
- d) There is no guarantee that a bidder on the appointed panel will be contracted for the duration of this contract, and there is no guarantee that the CSIR will procure all/only the items as included in this EOI document.
- e) If two or more bidders scores an equal total number of points, the award would be made to the bidder that has highest points for preference points. If two or more bidders scores an equal total number of points in all respects, the award would be decided by the drawing of lots.

29 OBJECTIVE CRITERIA

The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000)", under the following conditions:

- The directors, shareholders or officers of the bidder must not be formally charged of fraudulent or illegal conduct which could harm the CSIR's reputation by associating with the bidder.

30 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number.

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: www.csd.gov.za;
- provide the CSIR of their CSD registration number.

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	EOI No. 8090/23/10/2024	CLOSING DATE:	23 October 2024	CLOSING TIME:	23H30
DESCRIPTION	EOI for the appointment of a panel of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO tender@csir.co.za					
The CSIR requires that all tender submissions be submitted electronically to tender@csir.co.za . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number EOI 8090/23/10/2024 and description of the tender as the subject on your email.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Strategic Procurement Unit		CONTACT PERSON	Strategic Procurement Unit	
TELEPHONE NUMBER	012 841-2911		TELEPHONE NUMBER	012 841-2911	
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	tender@csir.co.za		E-MAIL ADDRESS	tender@csir.co.za	
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
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2022, 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:

Annexure B

Technical Specification/Scope of Services for the appointment of a panel of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the appointment of a panel of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

The purpose of the Request for Proposal (EOI) is to obtain capability, pricing and general information on the business of potential Contractors for the CSIR to determine the Contractors most capable of providing the service.

This EOI document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

This EOI does not constitute an offer to do business with the CSIR, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Responses to this Request for Proposal (EOI) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the provision for the appointment of a panel of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry. However, bidders are welcome to submit additional / alternative proposals over and above the originally specified format.

2.1. Technical Proposal

The following must be submitted as part of the **technical** proposal:

- a) The bidder must submit a company profile indicating their business, leadership team, services, and company experience.
- b) The bidder must submit reference letters for similar services rendered and completed between 2019 and 2024. The reference letters must be contactable and accessible for vetting.
- c) The bidder must submit valid and active proof of approval as an approved inspection authority by the Department of Employment and Labour.
- d) The bidder must submit valid (not expired) registration certificate(s) of SAIOH registered occupational hygienists.
- e) The bidder must submit proof of training of competent person(s) in line with the requirements of Ergonomics regulations, 2018.

2.2. Financial Proposal:

The following must be submitted as part of the **financial** proposal:

- a) The bidder must submit a copy of CSD registration report (RSA suppliers only).
- b) The bidder must submit a copy of their valid BBBEE certificate and or sworn valid affidavit.

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

- a) Quantification of hazardous chemical agents as per the relevant regulations. The following are examples of hazardous chemical agents to consider.
 - Respirable particulate
 - Wood dust
 - Coal dust
 - Crystalline silica (Quartz)
 - Volatile Organic Compounds
 - Hydrochloric Acids
 - Lead (Pb)
 - Asbestos

- b) Quantification of the following physical stressors as per the relevant regulations.
- Noise (area and personal exposure)
 - Illumination
 - Heat stress
 - Cold environment
 - Indoor air quality and ventilation
- c) Conducting of ergonomics assessments as per the relevant regulation.
- Baseline
 - Task specific
- d) Quantification of hazardous biological agents as per the relevant regulation.
- e) Conducting of health risk assessments as per the relevant regulations.
- The methodology followed must be clearly outlined in the report.
- f) Testing of ventilation systems in accordance with applicable local/international standards
- g) Site visit(s) as applicable.
- h) Issuing of technical report as applicable.
- i) Conduct stack monitoring.
- The following are examples of parameters to be considered.
- Stack parameters (e.g. stack velocity, temperature, etc.),
 - Particulates,
 - Acids (H₂SO₄ and HCl),
 - Lead,
 - SO_x
 - NO_x
- j) The bidder must be informed that the scope of work includes travelling to CSIR regional sites in various provinces, as well as any other site(s) where CSIR projects are being conducted within the borders of South Africa, on a need's basis.

k) The CSIR regional sites are located as indicated below.

Site	Physical Address
Pretoria	Scientia: Meiring Naude Road, Brummeria
	Entabeni Residence
	CSIR: International Convention Centre (ICC)
	Paardefontein: Farm Paardefontein, 282JR Portion 6 & 7
	Kloppersbos: 120JR, portion 6 & 7, North of Pretoria
Johannesburg	Carlow Road: Cnr Rustenburg and Carlow Road, Auckland Park
	Cottesloe: Cnr Newton and Frost Avenue, Cottesloe
Cape Town	Stellenbosch: 11 Jan Cilliers Street
	Rosebank: 15 Lower Hope Road
Durban	Glenwood: 359 King George V(5th) Avenue

Annexure C

Technical Evaluation Matrix/Rubrics

For the appointment panel of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

Scoring sheet to be used to evaluate functionality

Item No.	Criteria	Proof Required	Score description	Weighting								
1.	Company experience / Reference letters	<p>The bidder must submit a minimum of three (3) reference letters where they have rendered same/similar services. The services must have been rendered / completed between 2019 and 2024.</p> <p>The reference letters must be contactable and accessible for vetting.</p>	<table border="1" style="width: 100%;"> <tr> <td>The bidder failed to submit relevant reference letters or less than 3 relevant reference letters</td> <td style="text-align: center;">0 points</td> </tr> <tr> <td>The bidder submitted 3 to 4 relevant reference letters</td> <td style="text-align: center;">5 points</td> </tr> <tr> <td>The bidder submitted 5 to 6 relevant reference letters</td> <td style="text-align: center;">7 points</td> </tr> <tr> <td>the bidder has submitted more than 7 relevant reference letters</td> <td style="text-align: center;">10 points</td> </tr> </table>	The bidder failed to submit relevant reference letters or less than 3 relevant reference letters	0 points	The bidder submitted 3 to 4 relevant reference letters	5 points	The bidder submitted 5 to 6 relevant reference letters	7 points	the bidder has submitted more than 7 relevant reference letters	10 points	50
The bidder failed to submit relevant reference letters or less than 3 relevant reference letters	0 points											
The bidder submitted 3 to 4 relevant reference letters	5 points											
The bidder submitted 5 to 6 relevant reference letters	7 points											
the bidder has submitted more than 7 relevant reference letters	10 points											

2.	Scope of Department of Employment and Labour Approval.	<p>The scope of work which the AIA is approved as per the Regulations that fall under the Occupational Health and Safety Act 85 of 1993.</p> <p>The bidders must submit proof of registration as per SANAS accreditation framework.</p>	<table border="1"> <tr> <td data-bbox="1073 233 1627 296">The bidder failed to submit proof of scope of Department of Employment and Labour approval</td> <td data-bbox="1627 233 1723 296">0 points</td> </tr> <tr> <td data-bbox="1073 296 1627 392">The bidder has submitted proof of scope of approval, and it is for 1 Regulation as per SANAS accreditation framework</td> <td data-bbox="1627 296 1723 392">5 points</td> </tr> <tr> <td data-bbox="1073 392 1627 488">The bidder has submitted proof of scope of approval, and it is for 2-3 Regulations as per SANAS accreditation framework</td> <td data-bbox="1627 392 1723 488">7 points</td> </tr> <tr> <td data-bbox="1073 488 1627 584">The bidder has submitted proof of scope of approval, and it is for all Regulations (full scope) as per SANAS accreditation framework.</td> <td data-bbox="1627 488 1723 584">10 points</td> </tr> </table>	The bidder failed to submit proof of scope of Department of Employment and Labour approval	0 points	The bidder has submitted proof of scope of approval, and it is for 1 Regulation as per SANAS accreditation framework	5 points	The bidder has submitted proof of scope of approval, and it is for 2-3 Regulations as per SANAS accreditation framework	7 points	The bidder has submitted proof of scope of approval, and it is for all Regulations (full scope) as per SANAS accreditation framework.	10 points	20
The bidder failed to submit proof of scope of Department of Employment and Labour approval	0 points											
The bidder has submitted proof of scope of approval, and it is for 1 Regulation as per SANAS accreditation framework	5 points											
The bidder has submitted proof of scope of approval, and it is for 2-3 Regulations as per SANAS accreditation framework	7 points											
The bidder has submitted proof of scope of approval, and it is for all Regulations (full scope) as per SANAS accreditation framework.	10 points											
3.	Number of SAIOH registered Occupational hygienists	The total number of SAIOH registered occupational hygienists in the approved inspection authority.	<table border="1"> <tr> <td data-bbox="1073 687 1627 751">The bidder failed to submit proof of SAIOH registered Occupational hygienist</td> <td data-bbox="1627 687 1723 751">0</td> </tr> <tr> <td data-bbox="1073 751 1627 815">The bidder submitted proof of 1 SAIOH registered Occupational hygienist</td> <td data-bbox="1627 751 1723 815">5 points</td> </tr> <tr> <td data-bbox="1073 815 1627 879">The bidder submitted proof of 2 SAIOH registered Occupational hygienist</td> <td data-bbox="1627 815 1723 879">7 points</td> </tr> <tr> <td data-bbox="1073 879 1627 943">The bidder submitted proof of 3 or more SAIOH registered Occupational hygienist</td> <td data-bbox="1627 879 1723 943">10 points</td> </tr> </table>	The bidder failed to submit proof of SAIOH registered Occupational hygienist	0	The bidder submitted proof of 1 SAIOH registered Occupational hygienist	5 points	The bidder submitted proof of 2 SAIOH registered Occupational hygienist	7 points	The bidder submitted proof of 3 or more SAIOH registered Occupational hygienist	10 points	20
The bidder failed to submit proof of SAIOH registered Occupational hygienist	0											
The bidder submitted proof of 1 SAIOH registered Occupational hygienist	5 points											
The bidder submitted proof of 2 SAIOH registered Occupational hygienist	7 points											
The bidder submitted proof of 3 or more SAIOH registered Occupational hygienist	10 points											
4.	Additional regulations relevant to occupational hygiene	<p>Ergonomics regulations, 2018</p> <p>The bidder must submit proof of training of a competent person in line with the below requirement from the Ergonomics regulations, 2018.</p> <p>"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008</p>	<table border="1"> <tr> <td data-bbox="1073 1058 1627 1121">The bidder failed to submit proof of ergonomics training.</td> <td data-bbox="1627 1058 1723 1121">0</td> </tr> <tr> <td data-bbox="1073 1121 1627 1185">The bidder submitted proof of ergonomics training</td> <td data-bbox="1627 1121 1723 1185">7 points</td> </tr> <tr> <td data-bbox="1073 1185 1627 1249">The bidder submitted proof of both ergonomics and hazardous biological agents training.</td> <td data-bbox="1627 1185 1723 1249">10 points</td> </tr> </table>	The bidder failed to submit proof of ergonomics training.	0	The bidder submitted proof of ergonomics training	7 points	The bidder submitted proof of both ergonomics and hazardous biological agents training.	10 points	10		
The bidder failed to submit proof of ergonomics training.	0											
The bidder submitted proof of ergonomics training	7 points											
The bidder submitted proof of both ergonomics and hazardous biological agents training.	10 points											

		(Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act		
TOTAL				100

I/We agree to be bound by those conditions in CSIR's:

1. General EOI Terms and Conditions; and [CSIR's Purchasing Terms and Conditions](#) or Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless CSIR should otherwise decide and so inform me/us in writing of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR's acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, CSIR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period as determined by the CSIR.

Furthermore, I/we agree to a penalty clause/s which will allow CSIR to invoke a penalty against us for non-compliance with material terms of this EOI including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Subcontracting.

I/we agree that non-compliance with any of the material terms of this EOI, including those mentioned above, will constitute a material breach of contract and provide CSIR with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this EOI. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF EOI

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

VALIDITY PERIOD

CSIR requires a validity period of 90 [Ninety calendar days from closing date] against this EOI.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business

to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the EOI is submitted.

1. Registration number of company / C.C.

2. Registered name of company / C.C.

3. Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) **Mandatory Returnable Documents**

Failure to provide any Mandatory Returnable Documents at the closing date and time of this bid will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [**Yes** or **No**] in the table below:

Item No.	Mandatory Returnable Documents	Submitted [Yes/No]
1	In the case of Joint Ventures, bidder must submit a copy of the <u>signed</u> Joint Venture Agreement.	
2	In the case of subcontracting arrangements, bidder must submit a copy of the <u>signed</u> subcontracting agreement.	
3	The Bidder must submit proof of valid and active registration as an Approved Inspection Authority with the Department of Labour and Employment.	
4	The bidder must submit valid (not expired) proof of Southern African Institute for Occupational Hygiene (SAIOH) registration(s).	
5	The bidder must submit a valid letter of Good Standing relevant to the scope of work, issued by the Department of Employment and Labour, Compensation Fund (COIDA) or Private Assurer.	

b) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Essential Returnable Documents required for evaluation purposes:

Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the

applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Item No.	Essential Returnable Documents Used for Scoring	Submitted
1	<p>Annexure F: Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points)</p> <ul style="list-style-type: none"> • Valid copy of BBEE certificate/ sworn affidavit <ul style="list-style-type: none"> ✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <u>individual B-BBEE Certificate or Sworn Affidavit</u>. ✓ In case of sub-contracting both parties must submit copies of their valid BBEE certificates. <p>NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties <u>be invalid</u>, the joint venture scorecard will also be invalid.</p>	
2	Company experience / reference letters	
3	Scope of Department of Employment and Labour approval	
4	Number of SAIOH registered occupational hygienists	
5	Additional regulations relevant to occupational hygiene.	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below

Item No.	Other Essential Returnable Documents	Submitted [Yes/No]
1	Annexure A: Standard Bidding Document (SBD) 1 Form	

2	Annexure D: Proposal Form and List of Returnable documents (<i>This document</i>)	
3	Annexure E: Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents	
4	Annexure G: Standard Bidding Document (SBD) 4 Form	
5	Annexure H: RFP Declaration and Breach of Law Form	
6	The preferred bidder will be required to submit a valid public liability cover to the minimum value of R2 Million, within 7 days of being requested.	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this EOI. Should the Respondent be awarded the contract [**the Agreement**] and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure E

Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents

The appointment of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this EOI. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the EOI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by CSIR's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this EOI was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with EOI documents included in the EOI as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure F

Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022

The appointment of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

This preference form must form part of all bids invited. It contains general information and serves as a claim form for the preference points allocated on the basis of specific goals outlined in point 3 below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	N/A
Preference Points	20
Total points for Price and Preference Points must not exceed	20

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

2. POINTS AWARDED FOR PRICE

2.1 The 80/20

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

3. PREFERENCE POINTS AWARDED

3.1 In terms of Regulation 4 (2) and 4 (2) of the Preferential Procurement Regulations, preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below:

3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points
Black Ownership	10
Reconstruction and Development Programme (RDP) Goals ¹	10
- Exempted Micro Enterprise or Qualifying Small Enterprise	
Total	20

3.3 Total preference points per specific goal to be determined per tender.

3.3.1. Total preference points per specific goal to be awarded as follows:

3.3.1.1. Preferential points for black ownership will be awarded as follows:

Black Ownership	% of Preferential points
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

¹ RDP Goals: a. The promotion of South African owned enterprises; b. The promotion of export orientated production to create jobs, c. The promotion of SMMEs; d. The creation of new jobs or the intensification of labour absorption; e. The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered, h. The promotion of enterprises located in rural areas, i. The empowerment of the work force by standardising the level of skill and knowledge of workers; j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

3.3.1.2. Preferential points for RPD Goals will be awarded as follows:

RDP Goals	% of Preferential points
RDP Goals met	100%
RDP Goals not met	0%

3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture² will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that 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. Only valid consolidated BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The CSIR will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Furthermore, in bids where unincorporated joint venture and/or consortium/sub-contractors are involved, each party must submit a separate TCS PIN and CSD number.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

3.5. Sub-contracting

A bidder must not be awarded preference points if it is indicated in the tender documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status

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.

level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4. BID DECLARATION

Bidders who claim points in respect of specific goals **must** submit the following documents:

Mandatory documents to claim preference points	Submitted	
	Yes	No
Valid copy of BBEE certificate/ sworn affidavit to claim Black Ownership and RDP (EMEs and QSEs) preference points ³	√	√

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we 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 3 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct;
- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

³ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with submitting their **individual B-BBEE Certificate or Sworn Affidavit**, and each party must submit a separate TCS PIN and CSD number.
In case of sub-contracting both parties must submit copies of their valid BBEE certificates

- (e) forward the matter for criminal prosecution.
- v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—
 - (a) inform the bidder accordingly; and
 - (b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.
- vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
 - (a) disqualify the bidder or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the bidder.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

Annexure G

Standard Bidding Document (SBD) 4

RFQ No. 8090/23/10/2024

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 interest⁴ 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

⁴ 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.

2.2 Do you, or any person connected with the bidder, have a relationship 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 consortium⁵ 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 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.

⁵ 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.

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

Annexure H

DECLARATION BY BIDDER AND BREACH OF LAW FORM

The appointment of Approved Inspection Authorities (AIA) for the provision of occupational hygiene services, for a period of five (5) years to all CSIR sites.

EOI No. 8090/23/10/2024

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. CSIR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for EOI Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [EOI];
3. we have been provided with sufficient access to the existing CSIR facilities/sites and any and all relevant information relevant to the Services as well as CSIR information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this EOI from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the EOI documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this EOI and the requirements requested from Bidders in responding to this EOI have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER: ADDRESS:

Indicate nature of relationship with CSIR:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with CSIR]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and CSIR [other than any existing and appropriate business relationship with CSIR] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CSIR immediately in writing of such circumstances.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC