

## Request for Proposals (RFP)

**The supply and delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR site for a period of Five (5) years.**

**RFP No. 3637/05/07/2024**

<b>Date of Issue</b>	Monday, 10 June 2024	
<b>Compulsory Briefing Session</b>	Tuesday, 18 June 2024 Time: 08H00 to 11H00	Link to access Compulsory Briefing Session: <a href="#">Join the meeting now</a>
<b>Enquiries</b>	Strategic Procurement Unit	E-mail: <a href="mailto:tender@csir.co.za">tender@csir.co.za</a>
	Please use RFP No and RFP Description as subject reference	
<b>Last date for submission of enquiries/clarifications</b>	Friday, 21 June 2024 @ 16H30	
<b>Electronical Submission</b>	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a> (If tender submission exceeds 25MB, multiple emails can be sent)	
<b>CSIR business hours</b>	08h00 – 16h30	
<b>Category</b>	Protective Personal Equipment	
<b>Closing Date and Time</b>	Friday, 05 July 2024 @ 14H00	
<b>Bid validity Date</b>	180 calendar days from closing date of RFP	

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**RFP STRUCTURE**

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## SECTION A

### GENERAL RFP 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](mailto: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*). All proposal submissions are to be clearly subject referenced with the **RFP number and RFP Description**. Proposals must consist of two parts, each of which must be sent in separate emails with the following subject:

**PART 1: Technical Proposal (Please indicate the RFP Number on each File/folder)**

**PART 2: Pricing Proposal, Specific Goals claim documentation: RFP No.: (Please indicate the RFP Number on each File/folder)**

- 2.3 Proposals submitted must be signed by a person or persons duly authorised.
- 2.4 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the bidders.
- 2.5 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 bidders.

- 2.6 All dates and times in this bid are South African Standard Time.
- 2.7 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.
- 2.8 Documents submitted via cloud solutions such as: **WeTransfer, Google Drive, Dropbox, etc.** will not be considered.
- 2.9 The naming / labelling syntax of files or documents must be short and simple.
- 2.10 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 RFP Conditions or setting of counter conditions by bidders or qualifying any RFP 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 RFP 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). All applicable discounts must be reflected on the pricing schedule.
- 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 clearly indicated.
- 5.3 Payment will be according to the [CSIR Payment Terms and Conditions](#).
- 5.4 Pricing must strictly be in accordance with the Annexure D - Pricing Schedule.
- 5.5 The bidders must give the CSIR pricing structure that illustrates a reduction in the unit cost based on an increase in volume ordered.
- 5.6 The CSIR desires that the quoted prices be valid for each year of the contract from award of business.

## **6 APPOINTMENT OF SERVICE PROVIDER (S)**

- 6.1 The contract will be awarded to one (1) or more bidder/s who scores the highest total number of points per category of PPE (e.g. Clothing, Footwear, Gloves, etc.) during the evaluation process, except where the law permits otherwise.
- 6.2 The CSIR also reserves the right to split the award of business based regional development and integrational considerations in relation to where the CSIR sites are located.

- 6.2 Appointment as a successful service provider/s 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/s.
- 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**

- 7.1 Upon award the CSIR and the successful bidder/s will conclude a Service Level 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.
- 7.2 Bidders are requested to:
  - 7.2.1 Comment on draft Service Level Indicators and where necessary, make proposals on the indicators;
  - 7.2.2 Explain each comment and/or amendment; and
  - 7.2.3 Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 7.3 The CSIR reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to the organisation.

## **8 ENQUIRIES AND CONTACT WITH THE CSIR**

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

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

## **9 MEDIUM OF COMMUNICATION**

All documentation submitted in response to this RFP 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 RFP. 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 relation 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 indication the lead partner, including split of work;
- 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 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 RFP;

- 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 or verify any information whether before or after the adjudication of this RFP;
- 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 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 bidders have been notified of their status as such;
- 14.9 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;
- 14.10 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 accused 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 bidders 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 Bidders 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 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. If a recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliant status and the bidder will be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.

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 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, bidders 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 bidders who shall immediately make arrangements to stop the performance of the services and minimize further expenditure. Provided that the successful bidders 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 ensure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidder's compliance with the requisite POPI Act safeguards.

## **26 DISCLAIMER**

This RFP is a request for proposals only and not an offer document. Answers to this RFP 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 RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidders concerning the RFP, 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 RFP is for the provision of personal protective equipment “on an as and when required basis” to all CSIR sites for a period of five (5) years. The service offering must include all requirements as set out in **Annexure A**.

#### 28 EVALUATION CRITERIA

The CSIR has set minimum standards that a bidder needs to meet 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)	Sample Inspection Evaluation Criteria (Phase 3)	Price and Preference Points Evaluation (Phase 4)	Objective Criteria
Only bidders that comply with ALL the criteria set on paragraph 28.1 on <b>Phase 1</b> below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve the following points: <ul style="list-style-type: none"> <li>• Predetermined minimum point of <b>50% threshold on each of the individual criteria,</b> and a predetermined minimum threshold of <b>70%</b> on the overall <b>100%</b> for <b>technical evaluation criteria</b> in order to qualify to be evaluated on the Sampling technical evaluation criteria. (Phase 3)</li> </ul>	Bidder (s) are required to achieve 100 % for sampling inspection evaluation criteria in order to qualify to be evaluated on the Price and Preference Points	Bidders will be evaluated out of <b>100 points, 80 points</b> for Price and <b>20 points</b> for Preference Points.	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:

1. Bidders that submit late bids will not be considered.
2. Bidders that submit to the incorrect location or email address will not be considered (Only electronic submission to [tender@csir.co.za](mailto:tender@csir.co.za) would be considered).
3. Bidders that are listed on the NT database of restricted suppliers will not be considered.
4. Bidders that are registered on the NT Register of Tender Defaulters will not be considered.
5. Bidders that did not submit one or more mandatory returnable documents as listed in **Annexure F: 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	MAIN CRITERIA	WEIGHT
<b>Desktop Technical Evaluation</b>		<b>%</b>
1	Bidder's Experience in the execution of orders for PPE.	20
2	Specification requirement for the supply of PPE	40
3	Capacity to provide PPE	20
4	Risks and Mitigation for PPE	10
5	Quality Check Process	10
<b>TOTAL (%)</b>		<b>100</b>

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **70 %** and less than **50 %** on each individual criterion on **technical evaluation** will be eliminated from further evaluation on the sample inspection evaluation criteria.

**Only bidders that are requested to submit samples after the technical evaluation will be evaluated on sample inspection. The CSIR reserves the right to determine the number of bidders that will be called for sampling inspection based on responses from market participants. Ideally the CSIR is looking at (10) ten qualifying samples per category**

### 28.3 Sample Inspection Evaluation Criteria (Phase 3)

The evaluation of the samples will be based on the following criteria:

No	MAIN CRITERIA	WEIGHT
<b>Sampling Inspection Technical Evaluation</b>		<b>%</b>
1	Clothing	100
2	Eye Protection	100
3	Ear Protection	100
4	Footwear	100
5	Gloves	100
6	Mask and Respiratory	100
7	Swimwear	100
8	Head Protection	100
9	Safety Harness	100

Bidder(s) are required to achieve 100 % for sampling inspection evaluation criteria on each category in order to qualify to be evaluated on the Price and Preference Points (Phase 4).

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

- **Annexure B** and **Annexure C** must be completed and submitted as part of the technical proposal in line with the example indicated above.
- Bids will be evaluated according to the technical evaluation criteria in the technical

evaluation scorecard.

- Bidders must indicate their ability to comply and execute the items in the list. Statements must be substantiated with supporting documents.
- Scoring for each criterion will be done according to the rating scale – see table in **Annexure B and Annexure C**.

#### **28.4 Price and Preference Points Evaluation (Phase 4)**

Only bidders that have met minimum thresholds on Technical/functional Evaluation and sample inspection evaluation will be evaluated for price and preference points. Price and Preference Points will be evaluated as per **Annexure G: Preference Points Award Form**.

### **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 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.
- The CSIR reserves the right to award the tender to more than one (1) bidder/s, CSIR will consider the preference point ranking range outcome

### **30 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

Bidders 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, bidders 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](http://www.csd.gov.za);

provide the CSIR of their CSD registration number.

## **Annexure A**

### **Technical Specification for the Supply and Delivery of Personal Protective Equipment (PPE) “on an as and when required basis for” to all CSIR sites for a period of five (5) years**

**RFP No. 3637/05/07/2023**

#### **1. INTRODUCTION**

The Council for Scientific and Industrial Research (CSIR) requires the supply and delivery of Personal Protective Equipment (PPE). Typically, the CSIR procures PPE on a three (3) quotation process; and on an as and when required basis for all its sites situated across South Africa. CSIR ideally would like to appoint a service provider/s to supply and delivery of Personal Protective Equipment (PPE) to all CSIR sites for a period of five (5) years. The appointed service provider/s shall be able to work with CSIR to ensure that pre-defined KPIs are achieved.

#### **2. INVITATION FOR PROPOSAL**

Proposals are hereby invited for supply and delivery of Personal Protective Equipment (PPE) on an “as and when required basis” to all CSIR sites for a period of five (5) years. The purpose of the Request for Proposal (RFP) 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 RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

This RFP 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 (RFP) (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 supply and delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR sites for a period of five (5) years.

One (1) or more bidders who score the highest number of preference points per category of PPE following the CSIR approved evaluation process based on the evaluation criteria set out in sections 28.2 and 28.3 above (evaluation criteria), will be appointed and contracted to supply and delivery of Personal Protective Equipment (PPE) to the CSIR for a period of five (5) years. The bidders will be registered on the CSIR supplier database as well as given a fair opportunity to bid for future work following the CSIR procurement policy.

### **3. 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.

#### **3.1. Technical Proposal**

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

- a. Company profile.
- b. Detailed Technical Proposal
- c. Completed Technical Specifications of PPE (Annexure A1).
- d. Completed Risks and Mitigation for PPE (Annexure B1)
- e. Certificate of conformity on all items quoted for
- f. Certificate of analysis to confirm compliance to SANS/SABS/ISO/EN/ DIN/ BS/STM and USA standards where required,
- g. Provide product specification certificate from the manufacturer for each product item quoted for in Annexure D- Pricing
- h. A valid ISO 9001 certification or similar.

#### **3.2. Financial Proposal**

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

- a. Completed Pricing Schedule (Annexure D).

- b. CSD registration report (RSA suppliers only).

### **3.3. Mandatory Qualifying Criteria**

Mandatory qualifying criteria must be met, or your bid will not be eligible for evaluation.

Failure to submit the required documents will lead to disqualification.

- a. Pricing
- b. Completed Annexure A1 – Technical Requirements, failure to complete the technical specifications as indicated will result in a bid being non- responsive.

## **4. DETAILED SPECIFICATION OF THE SCOPE OF WORK**

This specification covers the CSIR's requirements for PPE in accordance with the requirements of Occupational Health and Safety Act, General Safety Regulations.

The successful Bidder/s will be required to supply and deliver the described personal protective equipment (PPE) to all CSIR site, on an as and when required basis, for a period of five (5) years. The CSIR sites are as follows:

### **GAUTENG**

- CSIR Pretoria Scientia campus (HQ, Brummeria, Pretoria)
- CSIR Kloppersbos (Pretoria North)
- CSIR Paardefontein (Pretoria North)
- CSIR Johannesburg: Frost Avenue
- CSIR Johannesburg: Carlow Road

### **WESTERN CAPE**

- CSIR Rosebank
- CSIR Stellenbosch

### **KWA ZULU NATAL**

- CSIR Durban

The Bidder/s is expected to ensure the following:

- that the order is compliant with SABS/ISO/EN/ DIN/ BS/STM and USA standard.
- provide quality PPE as per specification.
- to brand the PPE as per specification where applicable.
  - embroidery/screen-print of the CSIR logo at the back/front of the PPE.
- to ensure that the sizes are correct.

- to mitigate the risk of wrong branding/sizes

#### **4.1. PRESCRIPTIVE REFERENCES**

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below;

SANS 724: Personal protective equipment and protective clothing against the thermal hazards of an electric arc

SANS 434: General protective clothing

SANS 416: PVC chemical resistant gloves

CE 4143: Chrome leather gloves

CE EN388:2016 4131A Maxiflex gloves

SANS 20345: Safety Footwear

SANS 1387-4: Acid and Flame Resistant

#### **4.2. DEFINITIONS AND ABBREVIATIONS**

SANS	South African National Standards
SABS	South African Bureau of Standards
ISO	International Standard Organization
EN	European Nation
DIN	German Institute for Standardization
BSI	British Standards Institution
CE	European Commission
ATSM	American society for Testing Material

#### **4.3. BASIC REQUIREMENTS**

4.3.1. Size designations shall be compliant to SANS 434 (latest edition)



- 4.3.2. The Garments shall provide provision for male cut.
- 4.3.3. The Garments shall provide provision for female cut.
- 4.3.4. The Garments shall have a stitched arc rated reflective tape in both arms.
- 4.3.5. Garment shall be branded as agreed to with the CSIR.
- 4.3.6. Initials embroidered on the inside of the collar of dustcoats/conti-suit jackets and on the inside of the waist of trousers, 100mm wide x 34 mm high CSIR logo (as per Comms directive) above the pocket and the year "XXXX" in small letters underneath the pockets of dustcoats/conti-suit jackets and underneath the back pocket of trousers.
- 4.3.7. The CSIR will conduct the first sample inspection and will give go ahead for the bidder to produce the rest of the orders.
- 4.3.8. The successful bidder/s will provide product catalogue to the CSIR.
- 4.3.9. All samples will be at the bidder's cost.

#### **4.4. MARKING AND PACKAGING**

- 4.4.1. All labels shall be permanently secured such that they, including the marking, will outlast the expected service life of the garment.
- 4.4.2. The following information shall be included as a minimum on the label secured to the garment:
  - a. The manufacturer's name
  - b. The batch number and the year of manufacture;
  - c. The size designation;
  - d. The arc rating designation (where appropriate);
  - e. The expected service life

#### **4.5. QUALITY MANAGEMENT**

A quality management plan shall be set up in order to assure the proper quality management of the PPE. Guidance on the requirements for a quality management plan may be found in the ISO 9001. The details shall be subject to agreement between CSIR and the supplier/s. The CSIR will conduct a first article inspection on the first orders and give the appointed service provider/s an opportunity to correct the units if the delivered units are not compliant to specification (one two opportunities will be granted). Thereafter the CSIR will give the service provider/s permission via purchase orders to proceed with further production.

#### **4.6. ENVIRONMENTAL MANAGEMENT**

An environmental management plan shall be set up in order to assure the proper environmental management of PPE throughout its entire life cycle. Guidance on the requirements for an environmental management system may be found in ISO 14001 standards. The details shall be subject to agreement between CSIR and the supplier/s. This is to ensure that the asset created conforms to environmental standards and CSIR SHEQ Policy.

#### **4.7. HEALTH AND SAFETY**

A health and safety plan shall be set up in order to ensure proper management of the PPE and compliance. Guidance on the requirements of a health and safety plan may be found in ISO 45001 standard. This is to ensure that the asset conforms to standard operating procedures and CSIR SHEQ Policy. The details shall be subject to agreement between CSIR and the Supplier/s.

## **TECHNICAL SPECIFICATIONS**

The required PPE at the CSIR includes Footwear, Clothing, Eyewear, Swimwear (Diving), Ear Protection, Masks and Respirators, Gloves, Safety Harness and Head Protection. Refer to Annexure A1 – Technical Specifications of PPE.

Note: The bidders may give a proposal on the exact specification outlined by the CSIR or propose an equivalent alternative.

### **4.8. SUBMISSION OF SAMPLES**

- 4.8.1. Bidders who meet the technical/ functional evaluation criteria (Phase2) will be required to submit samples for each category quoted for within ten (10) working days upon request by the CSIR. Failure to comply, will result in the bidders offer not being considered.
- 4.8.2. Samples should be clearly marked with the bidder/s name and the bid number included.
- 4.8.3. Samples will be at the bidder/s expense and the expenses are not refundable.
- 4.8.4. Samples must be provided at the bidders own cost and samples must be delivered to the **SHEQ office CSIR Scientia Campus, Meiring Naude Road, Lynwood, Pretoria**
- 4.8.5. The CSIR reserves a right to have a sample tested at any given time.
- 4.8.6. Where a contract is awarded on the grounds of evaluation of a representative sample, such sample is kept for the contract period and is regarded as the contract sample.
- 4.8.7. Deliveries are then compared with the sample in order to ensure that the quality does not deteriorate. However, if it does not correspond exactly with the contract sample, the consignment must be rejected, and the contractor requested to remove and replace it immediately.
- 4.8.8. In the case that a bidder is unsuccessful, such a sample will be returned to the bidder on request. Expenses for returns will be for the bidder.
- 4.8.9. Where a contract is awarded on the grounds of evaluation of a representative sample, and a bidder changes the manufacturer; a new sample must be approved by the CSIR.

### **4.9. SUBMISSION OF CERTIFICATES OF CONFORMITY**

- 4.9.1. A certificate of conformity must be submitted for each item offer as per the specifications. Failure to comply will lead to non-consideration of the offer submitted for the relevant item.

4.9.2. Certificates (where applicable) must be submitted with the bid at the closing date and time.

**Annexure E**

**Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents**

**Supply and Delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR sites for a Period of Five (5) Years.**

**RFP No. 3637/05/07/2023**

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 RFP. 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 RFP 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 RFP 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 RFP documents included in the RFP 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**

**Proposal Form and List of Returnable Documents**

**Supply and Delivery of Personal Protective Equipment (PPE) on an as and when required basis” to all CSIR sites for a Period of Five (5) Years.**

**RFP No. 3637/05/07/2023**

I/We \_\_\_\_\_

[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_ in my capacity as

\_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should CSIR decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S) CAPACITY SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

1. General RFP 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 RFP 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 RFP, 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 RFP. 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:

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Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

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**NOTIFICATION OF AWARD OF RFP**

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 180 [One Hundred and Eighty calendar Days from closing date] against this RFP.

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 RFP 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**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **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:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Completed Pricing Schedule (Annexure D).	
Completed Annexure A1 – Technical Requirements, failure to complete the technical specifications as indicated will result in a bid being non- responsive.	

**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:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
Completed Technical Specifications of PPE (Annexure A1).	
Completed <b>Risks and Mitigation for PPE (Annexure B1)</b>	
Response to Technical Evaluation Criteria (Annexure B)	

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
<p><b>Annexure G:</b> 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"> <li>• Valid copy of BBEE certificate/ sworn affidavit <ul style="list-style-type: none"> <li>✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <b><u>individual B-BBEE Certificate or Sworn Affidavit</u></b>.</li> <li>✓ In case of sub-contracting both parties must submit copies of their valid BBEE certificates.</li> </ul> </li> </ul> <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 <b><u>be invalid</u></b>, the joint venture scorecard will also be invalid.</p>	

**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. However, if the bidder indicated YES in the SUBMITTED column and the documents is not submitted, then the bidder may be given two (2) days to provide the missing information.**

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

<b><u>OTHER</u> ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
In the case of Joint Ventures, bidder must submit a copy of the <b><u>signed</u></b> Joint Venture Agreement.	
In the case of subcontracting arrangements, bidder must submit a copy of the <b><u>signed</u></b> subcontracting agreement.	
Certificate of conformance	
<b>Annexure H:</b> Standard Bidding Document (SBD) 1 Form	
<b>Annexure F:</b> Proposal Form and List of Returnable documents ( <b><u>This document</u></b> )	
<b>Annexure E:</b> Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
<b>Annexure I:</b> Standard Bidding Document (SBD) 4 Form	
<b>Annexure J:</b> RFP Declaration and Breach of Law Form	

**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 RFP. 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 G

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

#### Supply and Delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR sites for a Period of Five (5) Years.

RFP No.3637/05/07/2023

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**

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#### 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	80
Preference Points	20
<b>Total points for Price and Preference Points must not exceed</b>	<b>100</b>

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 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points 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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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	20
<b>Total</b>	<b>20</b>

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

(a) Total preference points per specific goal to be awarded as follows:

3.3.a.1. Preferential points for black ownership will be awarded as follows:

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

### 3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture<sup>1</sup>, 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 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

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<sup>1</sup> 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.

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 BBBEE certificate/ sworn affidavit to claim Black Ownership preference points <sup>2</sup>		

**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
- (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—

<sup>2</sup> 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 BBBEE certificates

- (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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p>
<p>ADDRESS.....</p>



## Annexure H

### Standard Bidding Document (SBD) 1

#### PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	3637/05/07/2023	CLOSING DATE:	05 July 2024	CLOSING TIME:	16H30
DESCRIPTION	The supply and delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR sites for a period of Five (5) years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The CSIR requires that all tender submissions be submitted electronically to <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number RFP 3637/05/07/2024 and description of the tender as the subject on your email.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>	E-MAIL ADDRESS			<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA

<b>1</b> 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]	<b>2</b> 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)?  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, 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 I**

**Standard Bidding Document (SBD) 4**

**RFQ No. 3637/05/07/2023**

**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 interest<sup>3</sup> 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

<sup>3</sup> 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 consortium<sup>4</sup> will not be construed as collusive bidding.

<sup>4</sup> 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.

- 3.4 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.
- 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 J**

**DECLARATION BY BIDDER AND BREACH OF LAW FORM**

**Supply and Delivery of Personal Protective Equipment (PPE) “on an as and when required basis” to all CSIR sites for a period of Five (5) Years.**

**RFP No. 3637/05/07/2023**

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

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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
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 RFP from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this RFP and the requirements requested from Bidders in responding to this RFP 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 6 exists, the Respondent is to complete the following section:

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

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—

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Indicate nature of relationship with CSIR:

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**[Failure to furnish complete and accurate information in this regard will 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



