



**Request for Quotation (RFQ) for the supply and delivery of Cosmetic Ingredients to the CSIR**

**RFQ Number: 6035/04/04/2023**

Date of issue	<b>20 March 2023</b>	
Compulsory / <u>Non-Compulsory</u> Briefing MS Team / Session or Site Inspection	<b>Date and Time</b>	<b>N/A</b>
	<b>Address/Link</b>	<b>N/A</b>
Last date for submission of enquiries/clarifications	<b>Tuesday, 28 March 2024 @ 16h30</b>	
Closing Date and Time	<b>Tuesday, 04 April 2023 @ 16h30 (late submissions will not be accepted)</b>	
RFQ Validity Period	<b>90 calendar days (Commencing from the RFQ closing date)</b>	
Enquiries and submission of proposals	For submission of quotations or any other enquiries: Email <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> ( <b><i>Please use RFQ No and RFQ Description as subject reference</i></b> )	
CSIR Hours	<b>08h00 – 16h30</b>	

## 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 INVITATION FOR QUOTATION

Quotations are hereby invited for the supply and delivery of raw materials/ingredients for formulation development of more than 20 cosmetic products to the CSIR Advanced Agriculture and food group.

## 3 SPECIFICATION / SCOPE OF WORK / TERMS OF REFERENCE

Request for Quotation (RFQ) for the supply and delivery of cosmetic ingredients to the CSIR

All ingredients/raw materials must be supplied labelled with the description, batch number and expiry date. Supporting documents such as CoA and MSDS must accompany all samples.

Delivery is to be made at CSIR Pretoria: Maximum lead time of two (2) weeks for delivery after placing order

The detailed specification / scope of work / terms of reference is outlined under **Annexure A**

## 4 PRICING REQUIREMENTS

- 4.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 4.2 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.
- 4.3 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, etc.
- 4.4 Payment will be according to the CSIR Payment Terms and Conditions ([Link](#)).
- 4.5 Please provide a detail pricing using a Pricing Schedule/Bill of Quantities outlined under **Annexure B**

**Bidders are to price their quotations using the Pricing Schedule/Bill of Quantities. Explanatory notes must be provided in the quotation when deviating from the Pricing Schedule/Bill of Quantities**

## 5 RETURNABLES

Returnables are required for evaluation purposes. Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

### 5.1 Essential Returnable Documents

Without limiting the generality of the CSIR's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s).

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

Table 1

ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Annexure C: Standard Bidding Document (SBD) 1 Form	
Annexure D: Standard Bidding Document (SBD) 4 Form	
Annexure E: Preference Points Award Form( Mandatory documents to claim preference points)	

### 5.2 Mandatory Returnable Documents

Failure to submit **all** Mandatory Returnable Documents by the closing date and time of this RFQ will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their RFQ.

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

Table 2

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
<i>Annexure B: Pricing Schedule or Bill of Quantities</i>	

## 6 EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated as per the following:

### Phase 1 – Elimination Criteria

The bidders will be evaluated on the elimination criteria as stated in Point 6.1 below. Bidders that are eliminated during this phase will not be evaluated further on price and preference points.

### Phase 2 – Price and Preference Points Evaluation

Bidders will be evaluated as per the preference points system stated in point 6.2 below.

#### 6.1 Elimination Criteria

Bidders will be eliminated if they fail to provide the following information:

- a) Bidders that submit late bids will not be considered.
- b) Bidders that submit to the incorrect location or email address will not be considered.
- c) Bidder that are listed on the NT database of restricted suppliers will not be considered.
- d) Bidders that are registered on the NT Register of Tender Defaulters will not be considered.
- e) Bidder that did not submit mandatory returnable documents.
- f) Bidders that fail to meet the specification requirements will not be considered.

#### 6.2 Preferential Points System Evaluation Criteria

Selection of suppliers will be based on the 80/20 preference point system as stipulated in **Annexure E: Preference Points Award Form**.

## 7 SUBMISSION REQUIREMENTS

- 7.1 All quotations must be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za)
- 7.2 Respondents must use the RFQ number and RFQ Description as the subject reference number when submitting their bids.
- 7.3 The email and file sizes must not exceed a total of 25MB per email.
- 7.4 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 7.5 The naming / labelling syntax of files or documents must be short and simple.

## 8 MEDIUM OF COMMUNICATION

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

## **9 CORRECTNESS OF RESPONSES**

- 9.1 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 RFQ. The prices and rates quoted must cover all obligations under any resulting contract.
- 9.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

## **10 VERIFICATION OF DOCUMENTS**

- 10.1 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising.
- 10.2 Pricing schedule and specific goals credentials should be submitted with the RFQ response.

## **11 PREPARATION COSTS**

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.

## **12 OTHER TERMS AND CONDITIONS**

- 12.1 No bidder shall under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.
- 12.2 Bidders 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.
- 12.3 Changes by a bidder to its submission will not be considered after the closing date and time.
- 12.4 Bidders confirm that by submitting a tender, they confirm that I am satisfied with regards to the correctness and validity of my quotation; that the price(s) and rate(s) quoted cover all the services specified in the quotation documents; that the price(s) and rate(s) cover all my

obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 12.5 Bidders further confirm that by submitting a tender, they accept to take full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on them under this RFQ as the principal liable for the due fulfilment of this RFQ process.
- 12.6 No goods and/or services shall be delivered to the CSIR without an official CSIR Purchase order. CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to the supplier.

### **13 SPECIAL CONDITIONS**

The CSIR reserves the right to

- 14.1. Extend the closing date of this RFP;
- 14.2. Correct any mistakes at any stage 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 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. Award this RFP as a whole or in part;
- 14.9. Award this RFP 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 accused of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

### **14 CONFIDENTIALITY**

Some of the information contained in the Tender Documents may be of a confidential nature and must only be used for purposes of responding to this RFQ. This confidentiality clause extends to bidder partners whom you may decide to involve in preparing a response to this RFQ.

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.

## **15 PROTECTION OF PERSONAL INFORMATION**

- 15.1 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 Client further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.
- 15.2 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).
- 15.3 The Client consents to the transfer of such information to CSIR's business contacts outside South Africa in order to further its business interests.
- 15.4 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.

- 15.5 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.
- 15.6 Where relevant, the Client shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 16 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit Client's compliance with the requisite POPI Act safeguards.

## **16 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.

## **17 LIMITATION OF LIABILITY**

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 MISREPRESENTATIONS DURING THE LIFECYCLE OF THE CONTRACT**

- 18.1 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.
- 18.2 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.

## **19 DISCLAIMER**



This RFQ is a request for Quotations only and not an offer document. Answers to this RFQ 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 RFQ. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFQ, 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.

## **20 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

- 20.1 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database. Registrations can be completed online at: [www.csd.gov.za](http://www.csd.gov.za);
- 20.2 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

## Annexure A Specification / Scope of Work / Terms of Reference

All ingredients/raw materials must be supplied labelled with the description, batch number and expiry date. Supporting documents such as CoA and MSDS must accompany all samples.

### Requirements:

- **1kg** quantity of each ingredient/raw material
- Ingredients suitable for cosmetic application, inline with the CTFA regulations;
- CoA and MSDS documents to be supplied for each ingredient;
- All ingredients to comply with the CTFA regulations;
- Ingredients to be delivered to CSIR Building 20, Meiring Naude Road, Pretoria. Maximum lead time of two (2) weeks for delivery after placing order
- The bidder must quote on all the items/services exactly as listed in the above specification.

### The following raw materials are required:

Shea butter
Cocoa butter
Coconut oil
Chebe powder
Emulsifying wax
Castor oil
Avocado oil
Olive oil
Sarkar oil
Baobab oil
Peppermint oil
Rosemary oil
Lemongrass oil
Hemp Seed oil
Vitamin E Acetate
Beeswax
Ginger oil
Clove oil
Cannabis oil
Comfrey oil
Lavender oil
Calendula oil (officinalis)
Grapeseed oil
Glycerine
Silicone

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This is not a Purchase Order.

Allantoin
Devils Claw Extract (Glycerine based)
Urea
Soy lecithin
Tea tree oil
Feco oil
MSM (Methylsulfonylmethane)
Polawax
Stearic acid
Cetyl alcohol
Isopropyl myristate
Hydrogenated Castor Oil
Copaiba (Copaifera langdorii) oil
Wintergreen (Gaultheria procumbens) oil
Neroli (Citrus aurantium) oil
Rose geranium oil
Petroleum jelly (2kg)
Lemon oil
Mineral oil
Xanthum gum
Crodasinic LS30
Liponate SB-50
Jojoba oil
Euxyl K100 (500ml)
Safflower Oil
Sesame seed oil
EV Olive Oil
Buchu leaf extract EO
Neem Oil
Grapefruit oil
Henna Indigo
Polawax
Squalane
Rose blend essential Oil
Safflower Oil
Snail mucin
Vitamin C/Ascorbic acid
Matrixyl 3000
Argireline
Ceramide 3 (2.5% solution)
Niacinamide
SNAP 8 Peptide solution
Marine Collagen
Moringa Seed oil
CBD oil
Eucalyptus Oil
Sandalwood Oil

Fynbos Honey
Soybean oil
Tegosoft TN
Rosehip oil

**Annexure B**  
**Pricing Schedule/ Bill of Quantities**

Item No	Description	Quantity	Unity Price (VAT Excl)	Total Price (VAT Excl)
1	Shea butter	1kg		
2	Cocoa butter	1kg		
3	Coconut oil	1kg		
4	Chebe powder	1kg		
5	Emulsifying wax	1kg		
6	Castor oil	1kg		
7	Avocado oil	1kg		
8	Olive oil	1kg		
9	Sarkar oil	1kg		
10	Baobab oil	1kg		
11	Peppermint oil	1kg		
12	Rosemary oil	1kg		
13	Lemongrass oil	1kg		
14	Hemp Seed oil	1kg		
15	Vitamin E Acetate	1kg		
16	Beeswax	1kg		
17	Ginger oil	1kg		
18	Clove oil	1kg		
19	Cannabis oil	1kg		
20	Comfrey oil	1kg		
21	Lavender oil	1kg		
22	Calendula oil (officinalis)	1kg		
23	Grapeseed oil	1kg		
24	Glycerine	1kg		
25	Silicone	1kg		
26	Allantoin	1kg		
27	Devils Claw Extract (Glycerine based)	1kg		
28	Urea	1kg		
29	Soy lecithin	1kg		
30	Tea tree oil	1kg		
31	Feco oil	1kg		
32	MSM (Methylsulfonylmethane)	1kg		
33	Polawax	1kg		
34	Stearic acid	1kg		
35	Cetyl alcohol	1kg		
36	Isopropyl myristate	1kg		
37	Hydrogenated Castor Oil	1kg		
38	Copaiba (Copaifera langdorffii) oil	1kg		
39	Wintergreen (Gaultheria procumbens) oil	1kg		
40	Neroli (Citrus aurantium) oil	1kg		

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This is not a Purchase Order.

41	Rose geranium oil	1kg		
42	Petroleum jelly	1kg		
43	Lemon oil	1kg		
44	Mineral oil	1kg		
45	Xanthum gum	1kg		
46	Crodasinic LS30	1kg		
47	Liponate SB-50	1kg		
48	Jojoba oil	1kg		
49	Euxyl K100 (500ml)	1kg		
50	Safflower Oil	1kg		
51	Sesame seed oil	1kg		
52	EV Olive Oil	1kg		
53	Buchu leaf extract EO	1kg		
54	Neem Oil	1kg		
55	Grapefruit oil	1kg		
56	Henna Indigo	1kg		
57	Polawax	1kg		
58	Squalane	1kg		
59	Rose blend essential Oil	1kg		
60	Safflower Oil	1kg		
61	Snail mucin	1kg		
62	Vitamin C/Ascorbic acid	1kg		
63	Matrixyl 3000	1kg		
64	Argireline	1kg		
65	Ceramide 3 (2.5% solution)	1kg		
66	Niacinamide	1kg		
67	SNAP 8 Peptide solution	1kg		
68	Marine Collagen	1kg		
69	Moringa Seed oil	1kg		
70	CBD oil	1kg		
71	Eucalyptus Oil	1kg		
72	Sandalwood Oil	1kg		
73	Fynbos Honey	1kg		
73	Soybean oil	1kg		
75	Tegosoft TN	1kg		
76	Rosehip oil	1kg		
77	Delivery Costs	1		
Total Price (VAT Excl)				
VAT (15%)				
Total Price (VAT Incl)				

***NB: The bidder must quote on all the items/services exactly as listed in the above specification***

**Annexure C**  
**Standard Bidding Document (SBD) 1**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR</b>					
BID NUMBER:	6035/04/04/2023	CLOSING DATE:	04 April 2023	CLOSING TIME:	16:30
DESCRIPTION	<b>Request for Quotation (RFQ) for the supply and delivery of Cosmetic Ingredients to the CSIR</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
In light of the Covid-19 pandemic, 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 <b>6035/04/04/2023</b> 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>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 D**  
**Standard Bidding Document (SBD) 4**

**RFQ No. 6035/04/04/2023**

**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>1</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

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

<sup>1</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.

2.2.1 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>2</sup> 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy

<sup>2</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.

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

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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>Preference Points</b>	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 PREFERENCE POINT SYSTEMS**

A maximum of 80 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

$P_s$  = 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
Reconstruction and Development Programme (RDP) Goals <sup>3</sup>	20
<b>Total</b>	<b>20</b>

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

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

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

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

### 1.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture<sup>4</sup> will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

<sup>3</sup> 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.

<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.

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.

**1.5. 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.

**2. BID DECLARATION**

2.3. 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 RDP (EMEs and QSEs) preference points <sup>5</sup>	√	√

<sup>5</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 BBEE certificates  
 SS-F-SPU-032 Rev 04 Request for Quotation No. 6035/04/04/2023 - for the supply and delivery of Cosmetic Ingredients to the CSIR

**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—
  - (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.....