

**Request for Quotation (RFQ) for the supply and delivery of various components for SAR  
PSA PCBs to the CSIR Pretoria  
RFQ: No 6142/19/09/2023**

Date of issue	05/09/2023
Last date for submission of enquiries/clarifications	14/09/2023 @ 16h30
Closing Date and Time	19/09/2023 @ 16h30 (late submissions will not be accepted)
RFQ Validity Period	90 calendar days (Commencing from the RFQ closing date)
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	08h00 – 16h30

## 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 various components for SAR PSA PCBs to the CSIR Pretoria.

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

Goods are required for the SAR PSA PCBs (x 10) to be build. The list of goods are attached herewith as a table. The components should be procured as per the part numbers in the table/list

Delivery address:  
Meiring Naude Road  
Building 44  
BRUMMERIA  
PRETORIA

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

## 4 OBJECTIVE CRITERIA

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

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

## 5 PRICING REQUIREMENTS

- 5.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.
- 5.3 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, etc.
- 5.4 Payment will be according to the CSIR Payment Terms and Conditions ([Link](#)).
- 5.5 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**

## 6 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.

### 6.1 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*

<b>ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
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)	

## 6.2 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]
Quotation	

## 7 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 7.1 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 7.2 below.

#### 7.1 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.

#### 7.2 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**.

Selection of suppliers will be based on the 80/20 preference point system and that the lowest acceptable tender will be used to determine the applicable preference point system as stipulated in **Annexure E: Preference Points Award Form**.

## **8 SUBMISSION REQUIREMENTS**

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

## **9 MEDIUM OF COMMUNICATION**

All documentation submitted in response to this RFQ 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 RFQ. 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 are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising.
- 11.2 Pricing schedule and specific goals credentials should be submitted with the RFQ response.

## **12 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.

## **13 OTHER TERMS AND CONDITIONS**

- 13.1 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.

- 13.2 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.
- 13.3 Changes by a bidder to its submission will not be considered after the closing date and time.
- 13.4 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.
- 13.5 Bidders further confirm that by submitting a tender, they accept to take accept 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.
- 13.6 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.

#### **14 SPECIAL CONDITIONS**

The CSIR reserves the right to

- 14.1. Extend the closing date of this RFQ;
- 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 RFQ;
- 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 RFQ as a whole or in part;
- 14.9. Award this RFQ 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.

## **15 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. Bidders must complete and sign **ANNEXURE F: Non-Disclosure Agreement**.

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.

## **16 PROTECTION OF PERSONAL INFORMATION**

- 16.1 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.
- 16.2 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).
- 16.3 The Client consents to the transfer of such information to CSIR's business contacts outside South Africa in order to further its business interests.
- 16.4 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.

- 16.5 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.
- 16.6 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.

## **17 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.

## **18 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.

## **19 MISREPRESENTATIONS DURING THE LIFECYCLE OF THE CONTRACT**

- 19.1 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.
- 19.2 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.

## **20 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.

## **21 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

- 21.1 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);
- 21.2 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**

**RFQ No. 6142/19/09/2023**

*Specifications*

Item	Description	Qty required	Manufacturer	Part No
1	16-Channel Analogue Multiplexer/Demultiplexer, AEC-Q100 Qualified	25	Nexperia	74HC4067PW-Q100J
2	Logic Buffer, Non-Inverting 8 Bits, 3-State Output	25	Nexperia	74LV541ATPWJ
3	CONN header SMD 20 pos, 2x10 pin, 1.27mm pitch	50	Amphenol FCI	20021221-00020C4LF
4	RF Attenuator 31.5dB 0 Hz ~ 6 GHz 50 Ohms 560mW	100	Analog Devices	HMC624ALP4E
5	1.27mm Pitch, 2x7 Pin, Unshrouded Vertical Header, Surface Mount Without Guide Posts	100	Harwin	M50-3600742
6	Ultra-Precise Current Sense Amplifier, 200V/V gain, -4V to 110V, 1.3MHz, -40°C to 125°C, AEC-Q100 qualified	15	Texas Instruments	INA293B4QDBVRQ1
7	+3.0V LDO Voltage Regulators 1.2 A High PSRR low dropout linear voltage regulator	15	STMicroelectronics	LDL1117S30R
8	+3.3V LDO Voltage Regulators 1.2 A High PSRR low dropout linear voltage regulator	15	STMicroelectronics	LDL1117S33R
9	SML-D13 Series, Green LED, 565nm, 0603, Rectangle Lens SMD Package, AEC-Q101 Qualified	100	Rohm Semiconductor	SML-D13FWT86C

Item	Description	Qty required	Manufacturer	Part No
10	Maxim MAX889RESA+, Charge Pump Inverting 200mA 0.62 MHz, -2.5 - 5.5 V, 8-Pin, SOIC	20	Analog Devices	MAX889RESA+
11	Analogue Switch 0.5Ohm, Low-Voltage, SPST Analog Switch	100	Analog Devices	MAX4626EUK+T
12	MMCX Straight Female Jack, PCB Edge Mount Connector: 6GHz, Plating per Commercial Requirements	20	Molex	0734150963
13	MMCX Straight Male Plug, PCB Edge Mount Connector: 6GHz, Plating per Commercial Requirements	80	Molex	0734150991
14	MMCX Straight Jack, PCB Surface Mount Vertical Connector: 6GHz, Plating per Commercial Requirements	30	Molex	0734152063
15	Very Low Noise, High-Speed, 12V CMOS Operational Amplifier	100	Texas Instruments	OPA725AIDBVT
16	Low noise RF Amplifier, 500MHz ~ 8GHz	100	Mini-Circuits	PMA3-83LN+
17	SMT Schottky Diode, 30V 5A, 2-Pin SOD-128	20	Nexperia	PMEG3050EP,115
18	EMI Filter 3rd Order Low Pass C = 0.15µF, 1A, 1206	20	Knowles Syfer	SBSPP0250154MXT
19	RF Amplifier 5.15~5.85 GHz, 34 dBm, Gain 32 dB	100	Skyworks	SE5004L-R
20	Single Power Supply Inverter Gate CMOS Logic Level Shifter	30	Texas Instruments	SN74LV1T04DBVR
21	Shielded Power Inductor 10uH	25	Bourns	SRP7050AA-100M
22	Thermal Sensor with SPI Interface. 13-bit resolution, 5.0V Supply, -55°C-125°C	25	Microchip	TC77-5.0MCTTR
23	Voltage Level Translator Bidirectional 8 Channels 60Mbps	25	Texas Instruments	TXS0108EPWR

Item	Description	Qty required	Manufacturer	Part No
24	0.3pF $\pm$ 0.1pF 50V Ceramic Capacitor C0G,NP0, 0402	150	Murata	GJM1555C1HR30BB01D
25	4.7pF, 0402, Multilayer Ceramic Capacitor, 50V DC, $\pm$ 0.25pF, -55°C to 125°C, C0G/NP0 dielectric	1000	Murata	GCQ1555C1H4R7CB01D
26	220pF, 0402, Multilayer Ceramic Capacitor, 100V DC, $\pm$ 10%, -55°C to 125°C, X7R dielectric, AEC-Q200 Qualified	1000	Murata	GCM155R72A221KA37D
27	10nF, 0603, Multilayer Ceramic Capacitor, 50V DC, $\pm$ 10%, -55°C to 150°C, X8R dielectric, AEC-Q200 Qualified	1000	Murata	GCM188R91H103KA37D
28	18nF $\pm$ 5% 50V Ceramic Capacitor X7R 0603	150	KEMET	C0603C183J5RACTU
29	100nF, 0603, Multilayer Ceramic Capacitor, 100V DC, $\pm$ 10%, -55°C to 125°C, X7R dielectric, AEC-Q200 Qualified	1000	Murata	GCJ188R72A104KA01D
30	10uF, 0603, Multilayer Ceramic Capacitor, 25V DC, $\pm$ 20%, -55°C to 85°C, X5R dielectric, AEC-Q200 Qualified	500	Murata	GRT188R61E106ME13D
31	100 $\mu$ F $\pm$ 20% 10V Ceramic Capacitor X5R 1210 (3225 Metric), AEC-Q200 Qualified	300	Taiyo Yuden	LMK325ABJ107MMHP
32	Inductor,6GHz SRF, 4.7 nH, 700mA	150	Murata	LQG15HN4N7S02D
33	Inductor,4.5GHz SRF, 18 nH, 370mA	250	Murata	LQW15AN18NJ00D
34	Inductor,3.4GHz SRF, 18 nH, 530mA	100	Murata	LQW15AN39NJ80D
35	Current Sense Resistor 5m Ohms, $\pm$ 1%, 0.25W, AEC-Q200	25	Panasonic	ERJ-3LWFR005V
36	3.3R 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	500	Vishay	CRCW06033R30FKEA

Item	Description	Qty required	Manufacturer	Part No
37	4.3R 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	100	Vishay	CRCW06034R30FKEA
38	49R9 0402 Professional Thin Film Chip Resistor 1% 100mW ±50 ppm/K	500	Vishay	MCS04020C4999FE000
39	62R 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	500	Vishay	CRCW060362R0FKEA
40	100R 0402 Professional Thin Film Chip Resistor 1% 100mW ±50 ppm/K	500	Vishay	MCS04020C1000FE000
41	270R 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	100	Vishay	CRCW0603270RFKEA
42	510R 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	500	Panasonic	ERJ-3EKF5100V
43	3k09 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	100	Vishay	CRCW06033K09FKEA
44	12k 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	500	Vishay	CRCW060312K0FKEA
45	15k 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	500	Vishay	CRCW060315K0FKEA
46	1M 0603 Thick Film Chip Resistor 1% 100mW AEC-Q200 Qualified	100	Vishay	CRCW06031M00FKEA

**Delivery address:**

Meiring Naude Road  
 Building 44  
 BRUMMERIA  
 PRETORIA

## **Pricing Schedule/ Bill of Quantities**

**Request for Quotation (RFQ) for the supply and delivery of various components for SAR  
PSA PCBs to the CSIR Pretoria**

**RFQ No. 6142/19/09/2023**

**Quote all the line items per the specifications**

**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:	RFQ/6142/19/09/2023	CLOSING DATE:	19/09/2023	CLOSING TIME:	16h30
DESCRIPTION	Request for Quotation (RFQ) for the supply and delivery of various components for SAR PSA PCBs to the CSIR Pretoria				
<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 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:		<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]
<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?  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:.....



**RFQ No. 6142/19/09/2023**

**Annexure D  
Standard Bidding Document (SBD) 4**

**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.

2.2

Full Name	Identity Number	Name of State institution

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

<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.

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>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 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

<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.

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).
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included), Rand value above R50 000 000 (all applicable taxes included) The lowest acceptable tender will be used to determine the applicable preference point system.

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>	<b>80</b>
<b>Preference Points</b>	<b>20</b>
<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
Black Ownership	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 black ownership will be awarded as follows

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

#### **1.4. Joint Ventures, Consortiums and Trusts**

A trust, consortium or joint venture<sup>3</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.

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 BBBEE 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.

---

<sup>3</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.

**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 Black Ownership, Black Woman Ownership, Black Youth Ownership, Disability Ownership and RDP (EMEs and QSEs) preference points <sup>4</sup>		
Sworn affidavit in case of EMEs and QSEs.		

**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

<sup>4</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

- 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.

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

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



