

Expression of Interest (EOI)

Expression of Interest for Multi-Disciplinary Professional Services to the CSIR for Strategic Infrastructure Management Programme for the period of five (5) years

EOI No. 8095 28/03/2025

Date of Issue	Thursday, 13/03/2025	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
	Please use EOI No and EOI Description as subject reference	
Last date for submission of enquiries/clarifications	Monday, 24/03/2024 @ 16H30	
Electronical Submission	tender@csir.co.za (If tender submission exceeds 25MB multiple emails can be sent)	
CSIR business hours	08h00 – 16h30	
Category	Professional Services	
Closing Date and Time	Friday 28/03/2025 @ 16H30	

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SECTION A

GENERAL EOI TERMS AND CONDITIONS

1 INTRODUCTION

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

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***). The CSIR business hours are between **08h00** and **16h30**.
- 2.3 All proposal submissions are to be clearly subject referenced with the **EOI number and EOI Description**.

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

- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).
- 2.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
- 2.7 All dates and times in this bid are South African standard time.

- 2.8 The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
- 2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.10 The naming / labelling syntax of files or documents must be short and simple.
- 2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, specific goals and objective criteria.

3 COUNTER CONDITIONS

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

4 FRONTING

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

of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSIR may have against the Bidder / contractor concerned.

5 APPOINTMENT OF SERVICE PROVIDER FOR THE EOI

- 5.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 5.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier.
- 5.3 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.

5.1.1 APPOINTMENT OF SERVICE PROVIDER (ENGAGEMENT MODEL)

5.1.1.1 Suppliers will be invited to submit price quotations as and when need arises on a rotating basis method using grouping method.

6 ENQUIRIES AND CONTACT WITH THE CSIR

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

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

7 MEDIUM OF COMMUNICATION

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

8 CORRECTNESS OF RESPONSES

- 8.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal.

9 VERIFICATION OF DOCUMENTS

- 9.1 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.

10 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.

11 ADDITIONAL TERMS AND CONDITIONS

- 11.1 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.
- 11.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 11.3 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;
 - Copy of a valid certificate or consolidated B-BBEE score card;
 - The Tax Compliance Status (TCS) or CSD Report of each joint venture partner;
 - Proof of ownership/shareholder certificates/copies; and

- Company registration certificate/s.

- 11.4 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.
- 11.5 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.
- 11.6 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

12 SPECIAL CONDITIONS

The CSIR reserves the right to:

- 12.1 Extend the closing date of this EOI;
- 12.2 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;
- 12.3 Verify any information contained in the bidder's submission;
- 12.4 Request documentary proof regarding the bidder's submission;
- 12.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this EOI;
- 12.6 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);
- 12.7 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;
- 12.8 Award this EOI as a whole or in part;

12.9 Award this EOI to multiple bidders;

12.10 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;

12.11 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;

12.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

13 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

13.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

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

14 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 14.1 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.
- 14.2 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.

15 PREPARATION COSTS AND LIMITATION OF LIABILITY

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

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

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 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.

18 TAX COMPLIANCE

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

19 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.

20 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.

21 CONFIDENTIALITY

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

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

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

22 AVAILABILITY OF FUNDS

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

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

23 PERSONAL INFORMATION

- 23.1 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.
- 23.2 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).
- 23.3 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.
- 23.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders compliance with the requisite POPI Act safeguards.

24 DISCLAIMER

This EOI is a Expression of Interest only and not an offer document. Answers to this EOI must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this EOI. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the EOI, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

SECTION B

EVALUATION METHODOLOGY

25 TERMS OF REFERENCE

This EOI is for the provision of multi-disciplinary professional services to the Strategic Infrastructure Management Programme. The service offering must include all requirements as set out in **Annexure B**.

26 EVALUATION CRITERIA

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

Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Objective Criteria
Only bidders that comply with ALL the criteria set on paragraph 26.1 on Phase 1 below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a predetermined minimum (50) threshold on each of the individual criteria, and a predetermined minimum (75) threshold out of 100 points overall. Only bidder (s) who met and/or exceeded the minimum threshold points will be awarded to be on the panel.	The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000).

26.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submit late bids will not be considered.
- Bidders that submit to the incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za would be considered).
- Bidder that are listed on the NT database of restricted suppliers will not be considered.
- Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
- Bidder that did not submit mandatory returnable documents as listed on **Annexure D: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table)**.

26.2 Technical Evaluation Criteria (Phase 2)

The evaluation of the functional / technical detail of the proposal will be based on the following criteria. Please note, details and the specific for each criteria is as per work package breakdown in Annexure B.

No	ELEMENT	WEIGHT
1	Relevant Council and Professional Registration	40
2	Experience of Key staff	30
3	Entity's Experience in Water, Fencing & Sanitation or similar infrastructure (Reference letters and Value of work)	30
TOTAL (%)		100

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **75 %** and less than **50%** on each of the individual criteria will be eliminated.

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

27 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.

28 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

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

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

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

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	EOI 8095 28/03/2025	CLOSING DATE:	28/03/2025	CLOSING TIME:	16h30
DESCRIPTION	Expression of Interest for Multi-Disciplinary Professional Services to the CSIR for Strategic Infrastructure Management Programme for the 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 tender@csir.co.za . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number EOI 8095 28/03/2025 and description of the tender as the subject on your email.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM	CONTACT PERSON	SCM		
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	tender@csir.co.za	E-MAIL ADDRESS	tender@csir.co.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

Annexure B

Technical Specification/Scope of Services for the provision or supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme for the CSIR

EOI No.8095 28/03/2025

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme (SIM) for the CSIR.

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

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

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

Responses to this Request for Proposal (EOI) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the provision of multi-disciplinary professional services to SIM.

Objective/ Programme Background

The CSIR is a government social infrastructure implementing agent, responds to projects implementation instructions from different organs of state for delivery of various social infrastructure projects. The service provider will be required to offer multi-disciplinary professional services within the built environment and other related service. The scope also includes provision of stakeholder management services, reporting, performing technical support and representing CSIR in both strategic and operational meetings relating projects allocated by CSIR.

The Service Provider's appointed on the expression of interest will be responsible for but not limited to the following activities:

- a) Construction of various Sanitation technologies (Enviroloo, Amaloo, water borne etc)
- b) Construction of new government buildings (Classrooms, etc)
- c) Upgrades and Additions of government existing structures
- d) Respond to all calls for repairs, remedial work and replacements
- e) Supervision for the replacement of damaged, worn out, or broken off fence sections: Steel palisade, concrete palisade, and all other fencing systems
- f) Installation of New fence
- g) Installation of Boreholes, raised water tanks including electric and mechanical work
- h) Conduct investigations and provide corrective action on all work pertaining to various construction projects with the CSIR
- i) Rainwater harvesting and Grade R play area
- j) Water reticulation
- k) Construction of Walkways

2. PROPOSAL SPECIFICATION

2.1. Scope of Work and Work Packages

The CSIR Smart Places, Strategic Infrastructure Management programme (SIM), responds to requests for proposals from our clients for various forms of services. The programme also enables, support and implements service delivery of Science Engineering and Technology (SET) solution packages to various clients in government. This may require that we include specialist expertise external to the CSIR as part of the CSIR proposal. Frequently, this expertise needs to be sourced at short notice and as part of a competitive tender process. Consequently, the purpose of this process is to establish a pool of suitable pre-qualified specialists from which we can source quotations, within a limited time period to provide specified services as part of further proposals.

Professional Services in respect of certain disciplines are required, as described below, to supplement CSIR's service offering to its clients in larger projects. The CSIR wishes to identify collaborators from suitably qualified companies to potentially supplement the CSIR teams when required, for the disciplines contained in this EOI.

Background

CSIR as an entity

CSIR is a statutory body established and governed by the Scientific Research Council Act of 1988, as amended by Act 27 of 2014. CSIR is a scientific and technological research organization that works to improve the quality of life in South Africa. It does this by; developing technologies, supporting the public and private sectors, fostering industrial and scientific development, and contributing to socioeconomic prosperity.

Purpose of expression of interest / BID

The purpose of this expression of interest is to pre-qualify relevant and capable PSPs from identified disciplines listed in this document in order to be enlisted on the CSIR's panel of PSPs for a period of five (5) years from the date of panel approval. The nature of work that projects will be linked to includes infrastructure development, built environment, water and sanitation etc., for various government departments. Qualified PSPs will be invited to submit pricing proposals / RFQs on basis of as and when the need arises. The CSIR further reserves the right to cancel any invitation to submit pricing proposals / RFQs from the panel of PSPs and approach the market (open bid) for services whenever it is considered that better value in terms of time, cost and quality may be obtained by doing it that way.

Important panel conditions

CSIR will only invite pre-qualified PSPs from the panel with requisite experience and capacity to submit pricing proposals / RFQs from any of the selected type of works based on project size and complexity, advancement of certain designated groups in line with section 2(1) of the PPPFA (Act 5 of 2000).

PSP who are poorly performing from active projects may not be invited for request for quotations for future projects. The project managers will submit quarterly performance reports to SCM in order for SCM unit to decide on excluding non-performing PSP from further request for quotation invitations.

PSPs that have been terminated and/or been put on terms more than once for non-performance by other implementing Agents (IA) will not be considered from pricing proposals / RFQs.

Scope Overview

Objective of the document

This document calls for PSPs accredited in the relevant disciplines listed in work Packages to submit their bid proposal in order to be enlisted in the PSPs' panel for the period of Five (5) years from the date of approval of this panel.

Work packages for the various disciplines	
Work package 1	(Principal Agent)
	Quantity Surveyors / Civil Engineers
	Quantity Surveyors
	Civil Engineers
	Architects
	Electrical Engineers
	Mechanical Engineers
Work Package 2	Geo-Hydrologist
	Geotechnical Engineer
	Land Surveyor
Work Package 3	Occupational Health & Safety
Work Package 4	End User Education and Health & Hygiene

The bidder may apply for one or more of the work packages.

Responsibilities of Consultants

The South African Parliament has passed government gazette which outlines the tasks and responsibilities typical of each profession at every construction stage, the fee structures, and

the typical deliverables of each profession. Each PSP is expected to abide by any of the Professional Services Contracts available on the market which the CSIR may choose to use for specific projects. These include, but are not limited to the Professional Services Agreement (PROCSA), and the CIDB Standard Professional Services Contract and their variations or adaptations that may be tailored to suit the CSIR.

Bidders to indicate which WP (Work package) they are applying for:

WORK PACKAGE 1

Professional Discipline	Applicable Relevant Gazette / Relevant Registration Body
Professional Architectural Services	SACAP - rates as per Gazette 45554 Board Notice 172 of 2022
Professional Civil Engineering Services	ECSA – rates as per Gazette 44333 of 2021
Professional Electrical and Mechanical Engineering Services	ECSA – rates as per Gazette 44333 of 2021
Professional Quantity Surveying Services	SACQSP – rates as per the Gazette 39134 Board Notice 170 of 2015
Professional Health and Safety Services	SACPCMP- rates as per Gazette 42697 Board Notice 167 of 2019 or SAIOSH

The core team should consist of the following minimum staff:

Please note: if the Principal Agent is the Civil Engineer then the Quantity Surveyor must be part of the core team; and if the Principal Agent is the Quantity Surveyor then the Civil Engineer must be part of the core team.

- Principal Agent x 1 (Must be a Professionally Registered Quantity Surveyor / Civil Engineer) with minimum 5 years post professional registration)
- Project Quantity Surveyor x 1 (Professionally Registered QS with minimum 5 years post professional registration)
- Civil and Structural Engineering x 1 (Professionally Registered Engineer/Engineering Technologist with minimum 5 years post professional registration)
- Architecture x 1 (Professionally Registered Architect with minimum 5 years post professional registration)
- Electrical Engineer x 1 (Professionally Registered Engineer/Engineering Technologist with minimum 5 years post professional registration)
- Mechanical Engineer x 1 (Professionally Registered Engineer/Engineering Technologist with minimum 5 years post professional registration)
- Project Administrator with minimum least 3 years' project administration experience.

SCOPE FOR PROFESSIONAL SERVICE WORK PACKAGE 1

Principal Agent Services

The scope of services in broad terms is defined as follows, including but not limited to:

- Prepare contractual documentation and establishing the construction documentation issue process (including drawings, project specifications, quality control and testing schedule, Site Specific OHS specification and Technical Specifications, Signing of contract documents and collection of insurances from contractors).
- Experience with management of JBCC contracts and / or other related construction contracts
- Co-ordination of professional team
- Issuing of written instructions to the contractor on behalf of the client to execute variations, scope changes, design changes and additional works

- Receiving of instructions from CSIR's project manager and distributing to the relevant parties
- Reviewing, approving and monitoring the preparation of the construction programme by the contractor and ensuring programme plan is continuously updated
- Co-ordinating and arranging site meetings and inspections
- Liaising with client department only if specifically, so instructed
- Liaising and co-operating with the departmental project manager
- Compiling and furnishing of monthly project reports
- Issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- Adjudication of and making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- Ensuring that all final accounts will be corrected and handed in on time
- Regularly monitoring performance of the contractor against the construction programme
- Receiving, reviewing and adjudicating any contractual claims and adjudicating entitlements
- Arranging site handover to the contractor per school
- Conducting and recording regular site meetings per school
- Receiving, co-ordinating and monitoring approval of all contract documentation provided by the contractor(s)
- Ensuring quality assurance procedures and monitoring implementation
- Liaise and co-ordinate work with the Engineer, QS and OHS consultant/Agent
- Establishing procedures for monitoring scope and cost variations
- Signing off final account(s) per school
- Facilitating and expediting receipt of occupation certificates and for which the following deliverables are applicable (not limited to):
 - Signed contracts
 - Approved contractual construction programme
 - Construction documentation
 - Certificate(s) of practical completion per school
- Capture and upload project data on EFMS (Education Facility Management System) per school reporting Tool. Key requirement for invoicing and payment of invoices

- Co-ordinating and monitoring rectification of defects
 - Management and oversight of the required procurement for operations, guarantees and warranties required for the execution of contractors work
 - Managing preparation of as-built drawings and documentation
 - Managing procurement of outstanding statutory certificates
 - Undertake NEIMS (National Education Infrastructure Management System) Assessments and upload on EFMS System
 - Co-ordinating and monitoring rectification of defects
 - Prepare and present monthly progress meeting to CSIR Management
 - Preparing and presenting the project close-out report and for which the following deliverables are applicable (not limited to):
 - Completion certificates
 - Record of meetings
 - Project close-out report
 - Managing agreement of final account(s)
 - Review working drawings for compliance with the approved budget of construction cost
 - Prepare documentation for appointment of the contractor
 - Assist with financial evaluation of tenders
 - Assist with the preparation of contract documentation for signature
 - Prepare budget for construction
- Other duties not listed above but which could reasonably be expected of a principal agent for similar projects

Professional Quantity Surveyor Services

The scope of services in broad terms is defined as follows, including but not limited to:

- Compile Prototype Bill of Quantities for the required works
- Compile Refurbishment Bill of Quantities for required works (for example, existing ablution blocks / infrastructure)
- Confirm and realign scope with CSIR
- Balancing of Contractor rates and Issue final Bill of Quantities for signing by Contractor and CSIR

- Prepare valuations for payment certificates to be issued by the principal agent in line with measured work on site.
- Liaise and co-ordinate work with the Principal Agent/Engineer and OHS consultant/Agent
- Establishing procedures for monitoring scope and cost variations
- Attend project initiation meetings, regular site, technical and progress meetings
- Receive relevant data and cost estimates from the other consultants
- Prepare detailed estimates of construction cost
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates for proposed variations for client decision-making and prepare Variation Orders
- Assist in the resolution of contractual claims by the contractor(s) and
- Prepare final account(s) for the works on a progressive basis
- Schedule(s) of predicted cash flow
- Progressive and draft final account(s)
- Conclude final account(s)
- Other duties not listed above but which could reasonably be expected of a Quantity Surveyor for similar projects

Professional Civil / Structural Engineering Services

The scope of services in broad terms is defined as follows, including but not limited to:

- Compile Assessment report and scope verification with the Principal Agent and Architects
- Issue construction drawings, project specifications, quality control and testing schedule and Technical Specifications through the Principal Agent, including but not limited to reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Structural design prototype drawings for Sanitation Projects
- Issue construction drawings, certify and sign off the inspection, and/or completion for all structural elements of the building including reinforced concrete work, load bearing brickwork, brickwork and non-water-borne sanitary disposal or drainage systems
- Ensure the works are constructed according to the drawings and specification
- Water Projects – review design civil works design complete rain water harvesting systems with collections tanks design of pump sets and rising mains to points to elevated tanks and

reticulation within the schools to tap stands, including small water treatment system

- Supervise all necessary infrastructure designs, construction and installations
- Agreeing quality assurance procedures and monitoring implementation thereof.
- Attend and contribute to regular site, technical and progress meetings.
- Review the Contractor's quality control programme and outputs of quality control plan and advise the contractor and client on the adequacy and need for additional controls, inspections and testing
- Inspect the works for quality and conformity to contract documentation, as per ECSA Guidelines
- Provide cost estimates as required
- Provide local and other authority submission drawings and reports, as required
- Assist with the appointment process for the contractor
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
- Assist QS in Valuations for payment certificates
- Assist in the resolution of contractual claims by the contractor
- Clarify details, discrepancies and descriptions during construction as required
- Update and issue drawings register
- Issue construction instructions as and when required through the Principal Agent
- Assist with inspecting the works and issuing practical completion and defects lists
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
- Assist with compilation of close-out report, operations and maintenance manuals, guarantees and warranties

Professional Electrical / Mechanical Engineering Services

The scope of services in broad terms is defined as follows, including but not limited to:

- Compile Assessment report and scope verification with the Principal Agent and Architects
- Issue construction drawings, project specifications, quality control and testing schedule and Technical Specifications through the Principal Agent
- Issue construction drawings, certify and sign off the inspection, and/or completion for all the necessary discipline respective elements

- Ensure the works are constructed according to the drawings and specification
- Supervise all necessary infrastructure designs, construction and installations
- Agreeing quality assurance procedures and monitoring implementation thereof
- Attend and contribute to regular site, technical and progress meetings.
- Review the Contractor's quality control programme and outputs of quality control plan and advise the contractor and client on the adequacy and need for additional controls, inspections and testing
- Inspect the works for quality and conformity to contract documentation, as per ECSA Guidelines
- Provide cost estimates as required
- Provide local and other authority submission drawings and reports, as required
- Assist with the appointment process for the contractor
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
- Assist QS in Valuations for payment certificates
- Assist in the resolution of contractual claims by the contractor
- Clarify details, discrepancies and descriptions during construction as required
- Update, contribute to and issue drawings register
- Issue construction instructions as and when required through the Principal Agent
- Assist with inspecting the works and issuing practical completion and defects lists
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
- Assist with compilation of close-out report, operations and maintenance manuals, guarantees and warranties

Professional Architect

The scope of services in broad terms is defined as follows, including but not limited to:

- Assist in developing a clear project brief
- Attend and contribute to site, technical and project meetings with the client and CSIR
- Include clients detailed requirements for preparation of project designs and drawings, liaising with all consultants and professionals and taking the project budget into consideration
- Prepare designs for client approval

- Prepare and submit the site development plan (SDP)
- Assist with the required aspects for the procurement process and appointment of the contractor
- Take costs estimates into consideration and adjust drawings where necessary, always ensuring to remain within budget
- Assist with and submit drawings for approval with local authorities
- Coordinate where necessary, acquiring the required approvals of plans
- Provide information to other consultants / professionals for the estimates of construction costs
- Prepare specifications for the works and agree construction quality standards with other consultants .
- Liaise, cooperate and provide necessary information to the client, principal agent, consultants and professionals, where necessary
- Carry out contract administration procedures delegated by the principal agent in terms of the contract
- Assist in the resolution of contractual claims by the contractor
- Inspect works for conformity to contract and project requirements
- Receive, comment and contribute to payment certificates and valuations
- Regularly update and issue drawings register
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties
- Inspect works and contribute to practical and final completion and defects lists
- Prepare final as-built drawings and final certificates and documents
- Prepare for project close-out and all required deliverables

Detailed evaluation criteria for Work Package 1:

Criteria	Score description	Weighting (%)
Registration of the relevant Councils	Registration with relevant Council (10 points)	40
	No registration with relevant Council (0 points)	
Experience of Key Staff (QS, Architect and Engineers)	Less than 5 years' experience (0) points	30
	More than or including 5 years up to and including 10 years (5 points)	
	More than 10 years (10 points)	
	Less than 5 years' experience (0) points	30

Entity's Experience (Reference letters and value of work)*	5 years and more, up to and including 10 years with minimum value of work equal to minimum R500k per project (5 points)	
	More than 10 years and value of work more than R500k per project (10 points)	
TOTAL		100

SCOPE FOR PROFESSIONAL SERVICE WORK PACKAGE 2

Professional Discipline	Applicable Gazette / Relevant Registration Body
Professional Land Surveyor	• SAGC – South African Geomatics Council
Geo – Hydrologist and Geotechnical Engineer	• SACNASP – South African Council for Natural Scientific Professions

Land Surveyors

The scope of services in broad terms is defined as follows, including but not limited to:

- Provide survey data including the shape, contour, location, elevation, and dimensions of land or land features.
- Calculate heights, depths, relative positions, property lines, and other characteristics of terrain
- Plan and conduct cadastral surveys designed to establish baselines, elevations, and other geodetic measurements
- Development of SDP's and submission to the PSP's (with any format requested by PSP)

Geo-Hydrologist

- The expected scope of works includes but not limited to:
- Review of existing data
- Detailed desktop study;
- Hydro-census study
- Geophysical Survey in order to identify potential groundwater bearing structures (potential aquifers for production boreholes) and lithology units.
- Identification of potential drill targets for new production boreholes
- Risk assessment describing the potential impact of the extraction of underground water and its

activities on the natural environment.

- Identification of potential key existing boreholes (that can be utilised as production boreholes) with potentially high yields which need to be tested based on the study outcomes.
- Condition assessment of existing boreholes
- Monitoring drilling and yield testing.
- Water quality testing
- Production of a Hydrogeological Investigation Report

Geotechnical Engineers

- The expected scope of works includes but not limited to:
- Conduct Geotechnical Assessments and Investigations as per civil engineer instructions
- Submit the soil sample to laboratories
- Prepare a Geotechnical Report and submit to the PSP.
- Conduct excavation and profiling
- Establish the depth of the ground water table and determine the likely seasonal variation of the same.
- Chemical analysis of ground water to determine corrosiveness (Basson Index). If ground water is found to be corrosive, make recommendations as to what action to take.
- Laboratory Conductivity tests (mS/cm),
- Provide founding recommendations including settlement predictions for the type of foundations recommended
- Provide field moisture/density tests
- Prospect for borrow pit if suspected that the in-situ material is not suitable.
- Percolation tests

Detailed evaluation criteria for Work Package 2:

Criteria	Score description	Weighting (%)
Registration of the relevant Councils	Registration with relevant Council (10 points)	40
	No registration with relevant Council (0 points)	
Experience of Key Staff (Geo – Hydrologist, Geotechnical)	Less than 3 years' experience (0) points	30
	More than or including 3 years up to and including 7 years (5 points)	

Engineer and Land Surveyor)	More than 7 years (10 points)	
Entity's Experience (Reference letters and value of work)	Less than 3 years' experience (0) points	30
	3 years and more, up to and including 7 years with minimum value of work equal to minimum R300k per project (5 points)	
	More than 7 years and value of work more than R300k per project (10 points)	
TOTAL		100

SCOPE FOR PROFESSIONAL SERVICE WORK PACKAGE 3

Professional Occupational Health and Safety Agent

Professional Discipline	Applicable Gazette or Relevant Registration Body
Health and Safety Agent	SACPCMP and / or SAIOSH

The scope of services in broad terms is defined as follows, including but not limited to:

- Review and amend OHS Specification.
- Conduct Baseline Risk Assessment.
- Assess and approve the contractor(s) health and safety plan.
- Manage the OHS activities on the construction site in accordance with the OHS Act.
- Advise on and apply for the necessary permits, such as construction permit to the Department of Employment and Labour
- Monitor the compilation of OHS file and verify the maintenance of same by contractor(s).
- Ensure compliance with all Health, Safety, Environmental requirements
- Attend the site handover meeting.
- Attend and contribute to regular site, technical and progress meetings.
- Conduct monthly and periodic compliance audits and submit reports to Principal Agent.
- Follow up on remedial actions and close off instruction notes and ensure that any non-compliance, unsafe acts or conditions are highlighted and actioned immediately
- Ensure works stopped should contractors not adhere to the necessary safety standards or rectify non-compliances immediately.

- Promoting total job safety and health awareness by employees, contractors and sub-contractors and stress to all employees and contractors and sub-contractors the importance that the project activities comply with the occupational health and safety Act and specifications.
- Overseeing compliance with the Occupational Health and Safety Act and policy.
- Regular monitoring of the implementation of the OHS plan(s)
- Prepare monthly audit compliance report and brief the project management team and contractor(s) following monthly site audits.
- Facilitation and approval of consolidated close out file and compile an accompanying consolidated close out report.

Criteria	Score description	Weighting (%)
Registration of the relevant Councils	Registration with relevant Council (10 points)	40
	No registration with relevant Council (0 points)	
Experience of Key Staff	Less than 3 years' experience (0) points	30
	More than or including 3 years up to and including 7 years (5 points)	
	More than 7 years (10 points)	
Entity's Experience (Reference letters and value of work)*	Less than 3 years' experience (0) points	30
	3 years and more, up to and including 7 years with minimum value of work equal to minimum R300k per project (5 points)	
	More than 7 years and value of work more than R300k per project (10 points)	
TOTAL		100

SCOPE FOR PROFESSIONAL SERVICE WORK PACKAGE 4

End User Education and Training and Health and Hygiene

The purpose of End User Education and training is to provide the provincial public Schools with classroom and onsite training with materials and knowledge about the infrastructure that will be provided to them and how this should be maintained and looked after. This will be undertaken at the end of each project when the practical completion certificate is being signed and issued.

The goal of end user education and training is for all learners and the educators in all the public schools to understand and be trained on all the facilities that are provided by the client department. The goal is also for lengthening the life span of the facilities.

The appointed service provider will be required to but not limited to conduct the following:

- Make appointments with the school Principals for proper arrangements
- Provide Equipment's and all the required materials for training
- Provide training to schools allocated by CSIR
- Develop a training manual for distribution in schools
- Develop operational strategies and implementation plan
- Develop monitoring manuals
- Manuals contain basic maintenance of the systems
- Produce posters to be posted at schools
- Processes on how to clean the toilets
- Provide Health and Hygiene to learners and teacher component

Detailed evaluation criteria for Work Package 4:

Criteria	Score description	Weighting (%)
Qualification in Water and Sanitation / Water Care	Relevant qualification (10 points)	40
	No relevant qualification (0 points)	
Experience of Key Staff	Less than 3 years' experience (0) points	30
	More than or including 3 years up to and including 7 years (5 points)	
	More than 7 years (10 points)	
Entity's Experience (Reference letters and value of work)	Less than 3 years' experience (0) points	30
	3 years and more, up to and including 7 years with minimum value of work equal to minimum R100k per project (5 points)	
	More than 7 years and value of work more than R100k per project (10 points)	
TOTAL		100

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

Annexure C

Technical Evaluation Matrix/Rubrics

The provision or supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme for the CSIR

EOI No.

Scoring sheet to be used to evaluate functionality

Criteria	Score description	Weighting (%)
Registration of the relevant Councils	Registration with relevant Council (10 points)	40
	No registration with relevant Council (0 points)	
Experience of Key Staff (QS, Architect and Engineers)	Less than 5 years' experience (0) points	30
	More than or including 5 years up to and including 10 years (5 points)	
	More than 10 years (10 points)	
Entity's Experience (Reference letters and value of work)	Less than 5 years' experience (0) points	30
	5 years and more, up to and including 10 years with minimum value of work equal to minimum R500k per project (5 points)	
	More than 10 years and value of work more than R500k per project (10 points)	
TOTAL		100

Please refer to specific work package for specific criteria.

* Reference letters to include at minimum, the value of work undertaken, description of project work, duration and client contact details for verification. Letters to be signed by the client. Please complete the template provided (Annexures E / E-1). Letters provided in the supplied template is preferred however, should an alternate template / letter be provided, this will be acceptable provided the minimum required information as stated above is included.

Annexure D - 1

Evaluation of Multidisciplinary Team – Experience of Key Staff

Discipline / Description	Name of Personnel	Qualification	Professional Registration Number (Should correspond with Professional Registration Certificate)	No. of years' experience post qualification (Should correspond with number of years' experience as per CV)	No. of years post professional registration

CV's to be provided as per provided format. CVs to be accompanied with proof of qualifications and professional registration.

Annexure E -1

Evaluation of Entity - Entity's Experience

Name of Project	Client	Original project Duration (months)	Current Project Status	Project Duration	Planned close-out	Reason for project not closed-out

Annexure D

Proposal Form and List of Returnable Documents

The provision or supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme for the CSIR

EOI No.8095 28/03/2025

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 EOI documents.

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

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

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

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

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF EOI

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

VALIDITY PERIOD

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

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

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

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

1. Registration number of company / C.C.

2. Registered name of company / C.C.

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

RETURNABLE DOCUMENTS

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

a) Mandatory Returnable Documents

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

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Letter of Good Standing relevant to the scope of work and work package selected	
In the case of Joint Ventures, bidder must submit a copy of the <u>signed</u> Joint Venture Agreement.	
In the case of subcontracting arrangements, bidder must submit a copy of the <u>signed</u> subcontracting agreement.	

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

- Valid copy of BBEE certificate/ sworn affidavit ✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <u>individual B-BBEE Certificate or Sworn Affidavit</u>. ✓ In case of sub-contracting both parties must submit copies of their valid BBEE certificates. NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties <u>be invalid</u>, the joint venture scorecard will also be invalid.	

Other Essential Returnable Documents:

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

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

<u>OTHER ESSENTIAL RETURNABLE DOCUMENTS</u>	SUBMITTED [Yes/No]
Annexure A: Standard Bidding Document (SBD) 1 Form	
Annexure D: Proposal Form and List of Returnable documents (<i><u>This document</u></i>)	
Annexure E: Certificate of Acquaintance with EOI, Terms & Conditions & Applicable Documents	
Annexure J: Standard Bidding Document (SBD) 4 Form	
Annexure K: EOI Declaration and Breach of Law Form	
Annexure L: Mutual Non-Disclosure Agreement	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this EOI. Should the Respondent be awarded the contract **[the Agreement]** and fail to present CSIR with such renewals as and when they become

due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20 _____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure E

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

The provision or supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme for the CSIR

EOI No.8095 28/03/2025

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

3.3. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture¹ 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.

3.4. 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

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		

¹ 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.

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

² 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

concludes that such information is false—

- (a) disqualify the bidder or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the bidder.

WITNESSES

1.

2.

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

DATE:

ADDRESS.....

Annexure H

Standard Bidding Document (SBD) 4

EOI No. 8095 28/03/2025

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 interest³ 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

³ 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 consortium⁴ 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

⁴ 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.

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 I

DECLARATION BY BIDDER AND BREACH OF LAW FORM

The provision or supply of multi-disciplinary professional services to the Strategic Infrastructure Management Programme for the CSIR

EOI No.

NAME OF ENTITY:

We _____ do hereby certify that:

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

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

Indicate nature of relationship with CSIR:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of	AS WITNESS:
----------------------	-------------

duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC

Annexure J Mutual Non-Disclosure Agreement

EOI No. 8095 28/03/2025

MUTUAL NON-DISCLOSURE AGREEMENT

1. Preamble

The Parties as identified herein are engaged in discussions relating to their potential collaboration in the Field as likewise described therein; are by virtue thereof are required to disclose Confidential Information to one another, and have agreed to do so subject to the terms and conditions as set out in this agreement.

2. Definitions

- 2.1. The following words and/or phrases, when used in this agreement, shall have the following meanings:
- 2.1.1. "Confidential Information" shall mean all scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information, whether inside or outside the Field, which one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") in connection with the discussions, and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the foregoing, "Confidential Information" shall include any information that falls within the definition of 'Personal Information')
- 2.1.2. "Disclosing Party" shall mean the Party disclosing Confidential Information under this agreement;
- 2.1.3. "Disclosing Purpose" shall mean, as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies);
- 2.1.4. "Effective Date" shall mean the date of the commencement of this agreement herein";
- 2.1.5. "Notice" shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or telefaxed to the addresses as indicated herein";
- 2.1.6. "Personal Information" means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPI");
- 2.1.7. "Receiving Party" shall mean the Party receiving Confidential Information under this agreement;

"Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information, as defined in POPI.

3. Obligation of Confidentiality

3.1. The Receiving Party undertakes and agrees:

- 3.1.1. to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;
- 3.1.2. to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party;
- 3.1.3. to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own information of like kind;
- 3.1.4. to limit any disclosure of such Confidential Information only to those of its employees and professional advisors who have a specific need -to- know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this agreement;
- 3.1.5. not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the Disclosing Purpose;
- 3.1.6. on termination of this agreement, to act with the Disclosing Party's Confidential Information in accordance with a Notice delivered to it by the Disclosing Party, and if no such Notice is delivered to the Recipient, to destroy the Disclosing Party's Confidential Information in a similar manner to which it would destroy its own Confidential Information.

4. Protection of Personal Information

4.1. The Party(ies) undertake(s) to:-

- 4.1.1. comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
- 4.1.2. treat all Personal Information strictly as defined within the parameters of POPI;
- 4.1.3. process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and

reasonable written instructions received from the applicable Responsible Party and as permitted by law;

- 4.1.4. process Personal Information in compliance with the requirements of all applicable laws;
 - 4.1.5. secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 4.1.6. not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
 - 4.1.7. not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 4.2. The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:
- 4.2.1. identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 4.2.2. establish and maintain appropriate security safeguards against the identified risks;
 - 4.2.3. regularly verify that the security safeguards are effectively implemented;
 - 4.2.4. ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 4.2.5. provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 4.2.6. remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 4.2.7. provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 4.2.8. provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and

4.2.9. notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.

4.3. The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of clause 4.

4.4. The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

5. Exclusions

5.1. The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:

- 5.1.1. is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;
- 5.1.2. it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;
- 5.1.3. is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
- 5.1.4. is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
- 5.1.5. is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
- 5.1.6. it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

6. Ownership and Provision of Information

- 6.1. The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.
- 6.2. Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.

6.3. The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's Confidential Information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed hereunder).

7. Term of Obligation

7.1. The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for five (5) years from the date of each disclosure, unless otherwise agreed between the parties in writing, where after such obligations shall forthwith terminate.

8. No Violation

8.1. Each party represents that its compliance with the provisions of this agreement will not violate any duty which such party may have towards any third party, including obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

9. Breach

9.1. It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach.

10. DOMICILIUM CITANDI ET EXECUTANDI

10.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this agreement, the physical addresses and contact details stated herein.

11. Notices

11.1 Any Notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post or facsimile and addressed to the relevant party at its *domicilium citandi et executandi* address as chosen herein. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted by recorded delivery post or air mail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

12. Governing Law and Jurisdiction

12.1. This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

13. General

13.1. This agreement comprises the entire agreement between the parties concerning the subject matter and supersedes all prior oral and written agreements between them.

13.2. No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed by the party to be bound.

13.3. The parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties.

13.4. No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either party concerning this agreement without the prior written approval of the other party.

13.5. Neither party is, by virtue of this agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party. For purposes of this clause, it is also recognised that, under the provisions of section 15 (1) of the Merchandise Marks Act, Act No 17 of 1941 of the Republic of South Africa, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR, is prohibited in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than with the consent of the CSIR.

13.6. Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that

nothing in this Agreement shall be construed as constituting an exclusive arrangement between the parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)

ANNEXURE L: MUTUAL NDA

14. Parties to the NDA

THE CSIR, a statutory council, duly established under Act 46 of 1988,

and

The Bidder (Name).....

Company registration number:....., with limited

liability duly incorporated under the applicable laws of the Republic of South Africa herein

represented by in his/her capacity as

..... and he/she being duly authorised thereto.

1 Contact Details for Purposes of Clause 10:

1.1 The CSIR

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

Postal Address:

PO BOX 395

Pretoria

0001

Email: Tender@csir.co.za

The Bidder (Name).....

Physical Address:

Postal Address:

Email:

2 Signature (Bidder):

SIGNED ON THIS THE.....DAY OF.....AT..... IN THE
PRESENCE OF THE FOLLOWING WITNESSES:

1.

2.