Request for Quotation (RFQ) for the supply and delivery of 2x Tea bag packaging machines.

RFQ Number: 6673/18/03/2026

Date of issue	Wednesday: 04/03/2026	
Compulsory / Non-Compulsory Briefing MS Team / Session or Site Inspection	Date and Time	N/A
	Address/Link	N/A
Last date for submission of enquiries/clarifications	Tuesday, 11/03/2026 @ 16h30	
Closing Date and Time	Wednesday, 18/03/2026 @ 16h30 (late submissions will not be accepted)	
RFQ Validity Period	90 calendar days (Commencing from the RFQ closing date)	
Enquiries and submission of proposals	For submission of quotations or any other enquiries: Email tender@csir.co.za (***Please use RFQ No and RFQ Description as subject reference)***	
CSIR Hours	08h00 – 16h30	

1 INTRODUCTION

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

2 INVITATION FOR QUOTATION

Quotations are hereby invited for the supply and delivery of 2x tea bag packaging machines to be to be delivered to the following address: **Summer Trading, Loskop Noord 12 Matlala Ramoshebo Village, Marble Hall, Limpopo**

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3 SPECIFICATION

The quotation is for the procurement of two tea bag packaging machines that are widely used for packaging and making bags for granule, powder, tea, herbs, seeds, Chinese wolfberry, coffee beans, coffee powder and spices, amongst other uses.

The detailed of the tea bag packaging machines are outlined under **Annexure A.**

4 PRICING REQUIREMENTS

4.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).

4.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.

4.3 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, etc.

4.4 Payment will be according to the CSIR Payment Terms and Conditions.

4.5 Please provide a detail pricing using a Pricing Schedule outlined under **Annexure B.**

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

5 RETURNABLES

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

5.1 Essential Returnable Documents

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

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

Table 1

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

5.2 Mandatory Returnable Documents

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

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

Table 2

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Annexure B: Pricing Schedule.	
Quotation with company letter head.	
Brochure of Machine.	

6 EVALUATION PROCESS AND CRITERIA

The RFQ will be evaluated as per the following:

Phase 1 – Elimination Criteria
The bidders will be evaluated on the elimination criteria as stated in Point 6.1 below. Bidders that are eliminated during this phase will not be evaluated further on price and preference points.

Phase 2 – Price and Preference Points Evaluation
Bidders will be evaluated as per the preference points system stated in point 6.2 below.

6.1 Elimination Criteria

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

a) Bidder that submit late bids will not be considered.
b) Bidder that submit to the incorrect location or email address will not be considered.
c) Bidder that is listed on the NT database of restricted suppliers will not be considered.
d) Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
e) Bidder that did not submit mandatory returnable documents as listed on paragraph 5.2 (**Table 2**).
f) Bidder that fail to meet the specification requirements will not be considered.

6.2 Preferential Points System Evaluation Criteria

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

7 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.

8 SUBMISSION REQUIREMENTS

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

9 MEDIUM OF COMMUNICATION

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

10 CORRECTNESS OF RESPONSES

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

11 VERIFICATION OF DOCUMENTS

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

12 PREPARATION COSTS

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

13 OTHER TERMS AND CONDITIONS

13.1 No bidder shall under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.

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

13.3 Changes by a bidder to its submission will not be considered after the closing date and time.

13.4 Bidders confirm that by submitting a tender, they confirm that I am satisfied with regards to the correctness and validity of my quotation; that the price(s) and rate(s) quoted cover all the services specified in the quotation documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

13.5 Bidders further confirm that by submitting a tender, they accept to take accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on them under this RFQ as the principal liable for the due fulfilment of this RFQ process.

13.6 No goods and/or services shall be delivered to the CSIR without an official CSIR Purchase order. CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to the supplier.

14 SPECIAL CONDITIONS

The CSIR reserves the right to

14.1. Extend the closing date of this RFQ;

14.2. Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;

14.3. Verify any information contained in the bidder's submission;

14.4. Request documentary proof regarding the bidder's submission;

14.5. Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFQ;

14.6. Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000);

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

15 CONFIDENTIALITY

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

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

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

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

16 PROTECTION OF PERSONAL INFORMATION

16.1 Each Party consents to the other Party holding and processing "personal information" (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any "special personal information" relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The Client further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.

16.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).

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

16.4 While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.

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

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

17 INDEMNITY

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

18 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax complaint, the bidder will be notified in writing of their non- compliant status and the bidder will be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.

The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

19 LIMITATION OF LIABILITY

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

20 MISREPRESENTATIONS DURING THE LIFECYCLE OF THE CONTRACT

20.1 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.

20.2 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.

21 DISCLAIMER

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

22 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

22.1 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database. Registrations can be completed online at: www.csd.gov.za;

22.2 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Annexure A

Specification

The tea packaging machine must have the following features:

- All Stainless-Steel Structure.
- Easy to operate powered packing machine
- Consisting of 2 control stations (upper and Lower)
- Upper control station control weighing function and weighing and display number of tea bags produced.
- Automatic Weighing: Use advanced microcomputer control technology, precision automatic weighing.
- Lower station to control temperature and sealing of bags
- Automatic vibration design, efficient and intelligent.
- Automatic Packaging: After feeding, three sides sealing, suitable for all kinds of tea, herbs, powder and so on.
- Both stations need to be equipment with ports for easy coupling for data interface cable.
- All area touch by product must be of stainless steel.
- 3 pole paper feed system.
- Easy paper exchange system
- Can integrate into foil or plastic filling solution

- Automatic Cutting: Can set the wrapping paper length, accurate and convenient operation.

The following are the specific requirements of the tea bag machine:

Bag width	6.25cm,8 cm	
Bag length	**0-16cm (adjustable)**	
Bag capacity	2-50g/bag (adjustable)	
Production capacity	15-25 bags/minute	
Power	320w	
Voltage	220-240V/50HZ, 110V/60Hz	
Weight	55kg	
Dimension	43x48x165cm	
Roll Film Width	**Bag With**	**Bag Length**
10cm	5cm	0-16cm (adjustable)
12cm	6cm	

12.5	6.25cm
14cm	7cm
15cm	7.5cm
16cm	8cm
17cm	8.5cm
18cm	9cm
20cm	10cm

In addition:

- The equipment must be delivered to the following address: **Summer Trading, Loskop Noord 12 Matlala Ramoshebo Village, Marble Hall, Limpopo**
- The equipment must be delivered within 90-120 days from tender
- Training on the equipment must be provided

Annexure B
Pricing Schedule

Item No	Description	Quantitity	Unity Price (VAT Excl)	Total Price (VAT Excl)
Total Price (VAT Excl)				
VAT (15%)				
Total Price (VAT Incl)				

Annexure C
Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	RFQ: 6673/18/03/2026	CLOSING DATE:	18/03/2026	CLOSING TIME:	16:30
DESCRIPTION	2x tea bag packaging machines that are widely used for packaging and making bags for granule, powder, tea, herbs, seeds, Chinese wolfberry, coffee beans, coffee powder and spices				

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 RFQ:6673/13/03/2026 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		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tender@csir.co.za	E-MAIL ADDRESS	tender@csir.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐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 D
Standard Bidding Document (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES** ☐ **/NO** ☐

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES** ☐ **/NO** ☐

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES** ☐ **/NO** ☐

2.3.1 If so, furnish particulars:
…….
…….

3 DECLARATION

I, the undersigned, (name)……in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ..……

Signature Date

…… ……

Position Name of bidder

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) Preference Points based on specific goals.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Preference Points	20
Total points for Price and Preference Points must not exceed	**100**

1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.

1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

2. POINTS AWARDED FOR PRICE

2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3. PREFERENCE POINTS AWARDED

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

3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points
Black Ownership	10
Black Women Ownership	10
Total	**20**

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

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

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

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

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

Black Women Ownership	% of Preferential points
Bidder with 100% black women ownership	100%
Bidder with 30% to 99% black women ownership	50%
Bidder with less than 30% black women ownership	0%

1.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture[3], will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Only valid consolidated BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

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

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

1.5. Sub-contracting

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

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

2. BID DECLARATION

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

Mandatory documents to claim preference points	**Submitted**	
	Yes √	**No** √
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership, Black Woman Ownership, Black Youth Ownership, Disability Ownership and RDP (EMEs and QSEs) preference points[4]		

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

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

shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—

(a) inform the bidder accordingly; and

(b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.

vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—

(a) disqualify the bidder or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the bidder.

WITNESSES 1. …….. 2. …….	……. SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS……..