

Request for Proposals (RFP)

The appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

RFP No. 1201/15/08/2025

Date of Issue	Friday,01 August 2025			
Compulsory Briefing	Date and Time	Friday,08 August 2025 @ 10:00-11:30		
MS Team	Link	Link to the Compulsory Briefing Session		
Enquiries	Supply Chain Management	E-mail: tender@csir.co.za		
	Please use RFP No and RFP Description as subject reference			
Last date for submission of enquiries/clarifications	Monday,11 August	2025 @ 16h30		
Electronical Submission tender@csir.co.za (If tender submission exceeds 25MB multiple emails must be sent)				
CSIR business hours 08h00 – 16h30				
Category	Professional Services			
Closing Date and Time	Friday,15 August 2	2025 @ 16h30		

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SECTION A

GENERAL RFP TERMS AND CONDITIONS

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, 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*).
- 2.3 All proposal submissions are to be clearly subject-referenced with the **RFP number and RFP Description**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

PART 1: Technical Proposal (Please indicated the RFP Number on each File/folder)
PART 2: Pricing Proposal, Specific Goals claim documentation: RFP No.: (Please indicated the RFP 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 email address, will not be accepted for considerations.
- 2.6 Proposals received after the closing date and time, at the email address indicated in the bid documents, will not be accepted for consideration.
- 2.7 All dates and times in this bid are South African standard time.

- 2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
- 2.9 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.

The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, specific goals and objective criteria if invoked.

3 COUNTER CONDITIONS

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

4 FRONTING

- 4.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the RFP evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade

and Industry, be established during such enquiry / investigation, the onus will be on the

Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of

14 days from date of notification may invalidate the bid / contract and may also result in

the restriction of the Bidder /contractor to conduct business with the public sector for a

period not exceeding ten years, in addition to any other remedies the CSIR may have

against the Bidder / contractor concerned.

5 **PRICING PROPOSAL**

5.1 Pricing must be provided in South African Rand (including all applicable taxes less all

unconditional discounts).

5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly

indicated, with the currency and ROE used in the quotation must be clearly indicated. For

prices subject to rates of exchange (ROE) variations, bidders must indicate the ROE used

by 12:00 p.m. (South African Time) on the date of issuing this tender. Bidders must also

indicate the source of ROE used. The bidder must provide a total cost breakdown and

escalation formula.

5.3 Price should include additional cost elements such as travel cost, freight, insurance until

acceptance, duty where applicable, etc.

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

5.5 Please provide a detail pricing using a Pricing Schedule/Bill of Quantities outlined under

Annexure D. Pricing must strictly be in accordance with the Pricing Schedule.

6 APPOINTMENT OF SERVICE PROVIDER

6.1 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.

6.2 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.

6.3 Awarding of contracts will be published on the same platform where the bid was

published, and no regret letters will be sent to unsuccessful bidders.

7 SERVICE LEVEL AGREEMENT

7.1 Upon award the CSIR and the successful bidder will conclude an agreement in line with

applicable form of contract (i.e. Draft Supplier Agreement) regulating the specific terms

and conditions applicable to the services being procured by the CSIR, more or less in the

format of the draft Service Level Indicators (Annexure K) included in this tender pack.

7.2 Bidder(s) are requested to:

7.2.1. Comment on draft Service Level Indicators and where necessary, make proposals

to the indicators:

7.2.2. Explain each comment and/or amendment; and

7.2.3. Use an easily identifiable colour font or "track changes" for all changes and/or

amendments to the Service Level Indicators for ease of reference.

7.3 The CSIR reserves the right to accept or reject any or all amendments or additions

proposed by a bidder if such amendments or additions are unacceptable to the CSIR or

pose a risk to the organisation.

8 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR to the email and

format outlined in the table on cover page of this RFP document.

Any other contact with CSIR personnel involved in this tender is not permitted during the

RFP process other than as required through existing service arrangements or as

requested by the CSIR as part of the RFP process.

9 MEDIUM OF COMMUNICATION

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

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10 CORRECTNESS OF RESPONSES

10.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.

10.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

11 VERIFICATION OF DOCUMENTS

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

11.2 Pricing schedule and specific goals credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

13 ADDITIONAL TERMS AND CONDITIONS

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

13.2 Copies of any affiliations, memberships and/or accreditations that support your

submission must be included in the tender.

13.3 In case of proposal/s from a joint venture, the following must be submitted together with

the proposal/s:

13.3.1 A joint venture agreement signed by both parties clearly indication the lead partner,

including split of work;

13.3.2 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.

13.4 An omission to disclose material information, a factual inaccuracy, and/or a

misrepresentation of fact may result in the disqualification of a tender, or cancellation of

any subsequent contract.

13.5 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.

13.6 Failure to comply with any of the terms and conditions as set out in this document will

invalidate the Proposal.

14 SPECIAL CONDITIONS

The CSIR reserves the right to:

14.1 Extend the closing date of this RFP;

14.2 Correct any mistakes before closing date and time of the tender that may have been in

the Bid documents or occurred at any stage of the tender process;

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

- 14.4 Request documentary proof regarding the bidder's submission;
- 14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFP;
- 14.6 Award this tender to a bidder/s that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 14.7 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract;
- 14.8 Award this RFP as a whole or in part;
- 14.9 Award this RFP to multiple bidders;
- 14.10 Cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- 14.11 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;
- 14.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

15.1 The CSIR reserves its right to disqualify 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")

- 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;
- 15.1.1 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;
- 15.1.2 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;
 - 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;
 - c. 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;
 - d. has in the past engaged in any matter referred to above; or
- 15.1.3 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

16.1 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.

16.2 It follows therefore that misrepresentations in a Tender may give rise to service

termination and a claim by the CSIR against the bidder notwithstanding the conclusion of

the Service Level Agreement between the CSIR and the bidder for the provision of the

Service in question. In the event of a conflict between the bidder's proposal and the

Service Level Agreement concluded between the parties, the Service Level Agreement

will prevail.

17 PREPARATION COSTS AND LIMITATION OF LIABILITY

The Bidder will bear all its costs in preparing, submitting and presenting any response or

Tender to this bid and all other costs incurred by it throughout the bid process.

Furthermore, no statement in this bid will be construed as placing the CSIR, its employees

or agents under any obligation whatsoever, including in respect of costs, expenses or

losses incurred by the bidder(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.

18 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the CSIR

incurs costs or damages (including, without limitation, the cost of any investigations,

procedural impairment, repetition of all or part of the bid process and/or enforcement of

intellectual property rights or confidentiality obligations), then the bidder indemnifies and

holds the CSIR harmless from any and all such costs which the CSIR may incur and for

any damages or losses the CSIR may suffer.

19 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

20 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax 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.

21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CSIR reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

22 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(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.

24 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful 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.

25 PERSONAL INFORMATION

- 25.1 Each Party consents to the other Party holding and processing "personal information" (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any "special personal information" relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR's reasonable internal governance requirements pertaining to data protection.
- 25.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3 While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 25.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.
 - Where relevant, the bidder shall 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.

26 DISCLAIMER

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

SECTION B

EVALUATION METHODOLOGY

27 TERMS OF REFERENCE

This RFP is for the appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years. The service offering must include all requirements as set out in **Annexure B**, **Technical specification**.

28 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)	Price and Preference Points Evaluation (Phase 3)	Objective Criteria
Only bidders that	Bidder(s) are required to	Bidder(s) will be	The CSIR reserves
comply with ALL the	achieve a predetermined	evaluated out of 100	the right to award
criteria set on paragraph	minimum of 50% on each of	points i.e. 80 points	this tender to a
28.1 on Phase 1 below	the individual criteria, and a	for Price and 20	bidder that did not
will proceed to	predetermined minimum of	points for Preference	score the highest
Technical/Functional	70% overall on 100 points	Points.	total number of
Evaluation (Phase 2).	overall. Only bidder (s) who		points in accordance
	met and/or exceeded the		with Section (2) (1)
	minimum threshold points on		(f) of the PPPFA (Act
	Phase 2 below will proceed		5 of 2000).
	to Price and Preference		
	Points Evaluation.		
	(Phase 3)		

28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submitted late bids will not be considered.
- Bidder that submitted to the incorrect email address will not be considered (Only
 electronic submission to tender@csir.co.za would be considered).
- Bidder that is 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 fails to attend the compulsory briefing session will be disqualified.
- Bidder that did not submit mandatory returnable documents as listed on Annexure
 E: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table).

28.2 Technical Evaluation Criteria (Phase 2)

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

No	ELEMENT	WEIGHT
1	 Company Experience The bidder must demonstrate the company's relevant experience in providing services as detailed in the scope of work within hospitality establishments. A minimum of five (5) successfully executed contracts must be provided. The contracts must have been executed between 2015 and 2025, at 4- or 5-star establishments with a capability to cater for a minimum of 500 guests and a maximum of 1000 guests per event. Bidders must use Annexure C2, Project list to populate the information). 	30
	Due diligence will be conducted on submitted contract list.	
2	Experience of Operations Manager The detailed CV of the Operations Manager that will be managing the operations of the contract must be included. A minimum of five 5 years work experience is required in managing casual staffing assignments within the hospitality industry.	15
3	Experience of Site Supervisor The detailed CV of the Site Supervisor that will be supervising the operations of the contract must be included. A minimum of five 5 years work experience is required in supervising casual staffing assignments within the hospitality industry.	15

	Conviende Do	carrieritation
4	Methodology and approach	
	 Methodology and approach to be used in the execution or implementation supported by method statement, plan and service schedule/ work plan, including but not limited to: A demonstration of understanding of the key requirements and expectations of CSIR as outlined in this tender document. Detailed candidate sourcing methodology - Must have clear sourcing strategy and standards. Provide methodology for onsite supervision and support. Ability to provide transport facilities in the early morning and late evening and provide a detailed transport plan. Bidder must provide a training plan. Demonstration of customer-centric standards to be implemented. System for tracking and resolving of complaints from clients 	40
	NB! Bidders must refer to the provided annexure C1, for guidance when preparing their proposed methodology and approach. Annexure C1, Methodology and Approach Scoring Rubric has weighted percentage for the responses which will be calculated to give a final score for	
	the criteria.	
TOT	AL (%)	100

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

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

28.3 Price and Preference Points Evaluation (Phase 3)

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

29 OBJECTIVE CRITERIA

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

- The bidder must have minimum Acid Test Ratio/Quick Ratio that is 1:1.
- The bidder must have a healthy business credit risk of 50% and greater.
- 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.

30 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 with the CSD registration number.

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HERE	BY IN	VITED TO BID FO	R REQUIREMENT	S OF THE (CSIR	YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	RFP ⁻	1201/15/08/2025	CLOSING DATE:	15 Augu	st 2025		LOSING ME:	16:30			
DESCRIPTION			vice Provider to pro as and when" requi					ferencing and			
BID RESPONSE	DOCL	JMENTS MAY BE	DEPOSITED IN TH	HE BID BOX	X SITUATED AT	(ST	REET ADDRE	ESS)			
	dders	submit tender in mi	ions be submitted e ultiple emails. Use t								
	,	,									
BIDDING PROC TO	EDURI	E ENQUIRIES MA	Y BE DIRECTED	TECHNIC	AL ENQUIRIES	MAY	BE DIRECTE	ED TO:			
CONTACT PERS	SON	Supply Chain Ma	nagement	CONTACT	Γ PERSON	;	Supply Chain I	Management			
TELEPHONE NUMBER				TELEPHO	NE NUMBER						
FACSIMILE NUM	/IBER	N/A		FACSIMIL	E NUMBER		N/A				
E-MAIL ADDRES	SS	tender@csir.co.z	<u>a</u>	E-MAIL A	DDRESS		tender@csir.	co.za			
SUPPLIER INFORMATION											
NAME OF BIDDE	ΞR		_								
POSTAL ADDRE	SS										
STREET ADDRE	SS										
TELEPHONE NUMBER		CODE		NUMBE	R						
CELLPHONE NUMBER					•		l				
FACSIMILE											
NUMBER		CODE		NUMBE	R						
E-MAIL ADDRES											
VAT REGISTRAT NUMBER	TION										
SUPPLIER		TAX			CENTRAL						
COMPLIANCE STATUS		COMPLIANCE SYSTEM PIN:		OR	SUPPLIER DATABASE						
STATUS		STSTEW PIN.			No:	MAA	λA				
1 ARE YO				2 AF	RE YOU A						
THE ACCREDIT				FOREIGN			☐Yes ☐No				
IN SOUTH AFRI		□Yes	□No	_	R FOR THE		[IF YES, ANS	SWER THE			
FOR THE GOOD	FOR THE GOODS QUESTIONNAIRE										
SERVICES /WO OFFERED?	BERVICES / WORKS [IF YES ENCLOSE PROOF] BELOW]										
	E TO	BIDDING FOREIG	N SUPPLIERS				<u> </u>				
IS THE FNTITY	A RFS	IDENT OF THE RE	EPUBLIC OF SOUT	TH AFRICA	(RSA)?			☐ YES			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?											

		CSIR Tende	er Documentation
_	0		
DOE	S THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO
DOE	S THE ENTITY HAVE A PERMANENT ESTABLISHMEN	Γ IN THE RSA?	☐ YES ☐ NO
DOE	S THE ENTITY HAVE ANY SOURCE OF INCOME IN TH	E RSA?	☐ YES ☐ NO
IF TI	HE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TA HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN I' IPLIANCE STATUS SYSTEM PIN CODE FROM THE SO REGISTER AS PER 2.3 BELOW.	T IS NOT A REQUIREMENT TO RE	☐ YES ☐ NO EGISTER FOR A TAX CE (SARS) AND IF
1	PART B: TERMS AND CONDITIONS FOR B BID SUBMISSION:	IDDING	
	BIDS MUST BE DELIVERED BY THE STIPULATED TIME BE ACCEPTED FOR CONSIDERATION.	E TO THE CORRECT ADDRESS.	LATE BIDS WILL NOT
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL F MANNER PRESCRIBED IN THE BID DOCUMENT.	ORMS PROVIDED-(NOT TO BE F	RE-TYPED) OR IN THE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROC PREFERENTIAL PROCUREMENT REGULATIONS, 202 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITI	2, THE GENERAL CONDITIONS C	
	TAX COMPLIANCE REQUIREMENTS		
	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX O		
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PER: ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAY		IN) ISSUED BY SARS TO
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN N WWW.SARS.GOV.ZA.	1AY BE MADE VIA E-FILING THROUG	H THE SARS WEBSITE
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICAT	E TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CO SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	NTRACTORS ARE INVOLVED, EACH	PARTY MUST SUBMIT A
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS RECSD NUMBER MUST BE PROVIDED.	GISTERED ON THE CENTRAL SUPPL	LIER DATABASE (CSD), A
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SARE PERSONS IN THE SERVICE OF THE STATE, OR CLOS SERVICE OF THE STATE."		
NB:	FAILURE TO PROVIDE / OR COMPLY WITH ANY OF T BID INVALID.	HE ABOVE PARTICULARS MAY	RENDER THE
	SIGNATURE OF BIDDER:		
	CAPACITY UNDER WHICH THIS BID IS SIGNED:		

SS-F-SPU-026 Rev 02 Request for Proposal CSIR RFP No.: 1201/15/08/2025

DATE:

(Proof of authority must be submitted e.g. company resolution)

Annexure B

Scope of Services for the appointment of Service Provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

RFP No.1201/15/08/2025

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the provision of seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years to the CSIR's.

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

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

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

Responses to this Request for Proposal (RFP) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the appointment of Service Provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry.

2.1. Technical Proposal

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

a. CV of operations manager.

b. List of successfully executed contracts/purchase order.

c. CV of site supervisor.

d. Methodology and approach.

2.2. Financial Proposal:

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

Cover Letter.

Completed Pricing Schedule (Annexure D).

Annual Financial Statements/management accounts for 2022/3, 2023/4 and 2024/5

financial years.

CSD registration report (RSA suppliers only).

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

The CSIR International Convention Centre offers superb facilities and quality service with

conference, function and exhibition venues that can accommodate events of 500 to as little

as 10 delegates and guests, with groups as large as 1000 being accommodated at times.

Flexibility, service excellence and professionalism are key to what the International

Convention Centre offers its clients.

Knowledge Commons is an open facility within the CSIR, comprising meeting rooms, hot-

desks, lounge areas, a restaurant, work cubicles, used within the organisation to foster

knowledge exchange, scientific interaction and networking across organisational

boundaries. Newton's offers an indoor and outdoor space where CSIR staff and tenants

can dine, meet, and network across the organization as well as with invited guests

The CSIR conferencing and accommodation requires services of seasonal casual

labour/temporary staffing solutions to provide services to clients within certain departments.

The provision of casual labour (hourly rates) through labour brokers consisting of suitably

skilled staff for the positions detailed in paragraph 3.2 below.

CSIR RFP No.: 1201/15/08/2025 Page **24** of **67**

The service provider must provide casual labour on an as and when required basis for the below reflected positions:

3.2. CASUAL STAFF JOB REQUIREMENTS AND ASSOCIATED DUTIES:

The below reflected positions will be required on an ad hoc basis. The respective job descriptions are available in Annexure L.

- 1 POSITION Chef de partie
- 2 POSITION Stores Assistant
- 3 POSITION Food & Beverage Buyer
- 4 POSITION Waitron & Barmen
- 5 POSITION Receptionist
- 6 POSITION Laundry staff
- 7 POSITION Cleaning staff
- 8 POSITION Food service assistants
- 9 POSITION Parking marshals
- 10 POSITION Safety Administrative assistant
- 11 POSITION -Houseman
- 12 POSITION Commi Chef
- 13 POSITION Sous Chef
- 14 POSITION Events coordinator
- 15 POSITION Marketing coordinator
- 16 POSITION Golf cart / shuttle driver
- 17 POSITION- Waste sorter

i. Recruitment Of Staff

The appointed service provider will be required to:

- a. Supply the CSIR conferencing and accommodation with a recruitment and appointment plan to ensure that the necessary staff capacity is always achieved.
- b. Proactively monitor business levels of the CSIR conferencing and accommodation and to proactively recruit suitable candidates should the need to increase the pool of available staff become evident.
- c. Ensure that all candidates sourced and appointed are confirmed as suitably qualified and do not have any criminal record prior to assignment to the CSIR conferencing and accommodation. A certificate of clearance must be provided upon request.
- d. Ensure that all staff supplied to the CSIR meet the minimum requirements for qualifications and experience relevant to the position as per the CSIR Job Description, or, in the absence thereof, recommended industry standards.
- e. If the personnel appointed is unavailable during time of execution, he/she must be replaced with someone with equal experience.

ii. Staff Requisitions

- a. Staff requisitions shall be generated by CSIR and forwarded to the service provider on a weekly basis within a minimum of three (3) working days prior to the event in the form of a weekly roster by position.
- b. In the event of CSIR receiving last minute bookings from clients, CSIR shall notify the service provider within twenty-four (24 hours).
- c. In the event of late booking, the service provider must give feedback to confirm supply of staff within two (2) hours from time on notification.
- d. The successful bidder will be required to submit a safety file before commencement of the contract.

iii. Staff uniform requirements

- a. The CSIR will provide certain uniform items from its stock as per the CSIR conferencing and accommodation uniform guidelines (currently aprons, ties, waistcoats and chef jackets).
- b. The appointed service provider must ensure that all staff are always neatly attired in the CSIR uniforms.

- c. Staff provided by the appointed service provider must dress as per the CSIR conferencing and accommodation uniform guidelines and uniform items, other than those provided in **a**. above by the CSIR, are for the account of the appointed service provider.
- d. The Supervisor provided/placed by the appointed service provider must wear a black suit and tie, and these shall be in the said service provider's account.
- e. Male waitrons shall each be attired in black slacks (no denim material), a black belt with no excessive buckle/s, plain black socks and suitably enclosed laced-up or slip-on formal or semi-formal shoes (with a white collared long sleeve shirt.
- f. Female waitrons shall each be attired in a black A-line skirt or black formal pants (not tight fitting), a white collared and long sleeve shirt, black pantihose and suitably clean black pumps or closed formal or semi-formal shoes.
 Cleaning staff shall each be attired in black pants, T-shirts, comfortable black shoes (dust coat supplied by the CSIR.
- g. Driver shall be attired in black slacks (no denim material) a black belt with no excessive buckle/s, plain black socks and suitably enclosed laced-up or slip-on formal shoe with a white collared long sleeve shirt.
- h. Events coordinator shall be attired in both black slacks / black skirt with a black pantihose, with a white blouse/ shirt and a black formal jacket, with black shoes.
- Marketing coordinator shall be attired in both black slacks / black skirt with black pantihose,
 with a white blouse/ shirt and a black formal jacket, with black shoes.

NB: The service provider must supply the necessary uniform/Personal Protective Equipment (PPE) and ensure grooming of the staff.

iv. Transportation (Night Work)

- a. Staff transport must be provided to staff placed by the service provider for any shift that commences after 18h00 and concluding by 06h00 the following day.
- b. The service provider must ensure that staff transport availed during the times as contemplated in **a** above is safe, adequately protects employees during their commute, considering geographic location, safety of routes, and employee circumstances.
- c. The service provider must furnish proof of ownership of staff transportation or an intention to contract for transport services.

v. <u>Remuneration</u>

a. The service provider will be responsible for the payment of salaries for the staff monthly

on the date as stated in the contract of employment and CSIR has a right to request for

proof as and when required.

b. The appointed service provider must address and effect payment of any pay queries

within seven (7) working days of them being reported.

vi. Statutory Deductions

a. The service provider must ensure that all statutory deductions are made and timeously

paid over.

b. The service provider must furnish proof of such deductions and payment upon request by

the CSIR.

vii. <u>Training</u>

The service provider must provide relevant training and upskilling for the staff for the duration

of the contract. The service provider must submit a training plan for all positions.

viii. Data Protection

The service provider must comply with POPIA and other relevant data protection legislation

and must be able to demonstrate compliance with best-in-class data protection protocols.

ix. Compliance to South African labour laws

The service provider shall employ all its staff in terms of written contracts of employment. Such

contracts shall record that daily employment is not guaranteed and that staff will be rostered for

seasonal work as and when required at the CSIR or at the premises of any other client of the

service provider. Such contracts of employment shall also specifically record that the staff

member remains employed by the service provider and it remains as its primary employer.

The service provider shall ensure that it complies with all the applicable labour legislation

in the Republic of South Africa.

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Annexure C

Technical Evaluation Matrix/Rubrics

The appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years

RFP No. 1201/15/08/2025

Scoring sheet to be used to evaluate functionality

No.	Criteria	Score description	Weighting (%)
No. 1.	Company experience The bidder must demonstrate the company's relevant experience in providing services as detailed in the scope of work within hospitality establishments. • A minimum of five (5) successfully executed contracts or Purchase orders must be provided. • The contracts or Purchase orders must have been executed between 2015 and 2025, at 4- or 5-star establishments with a capability to cater for a minimum of 500 guests and a maximum of	Criterion Measure Points No submission of reference list or less than five (5) relevant contracts/ purchase orders are submitted Five (5) relevant contracts/ purchase orders submitted Six (6) to seven (7) relevant contracts/ purchase orders submitted Six (6) to seven (7) relevant contracts/ purchase orders submitted Eight (8) or more relevant 10	Weighting (%)
	 for a minimum of 500 guests and a maximum of 1000 guests per event. Bidders must use Annexure C2, Project list to populate the information). 	Eight (8) or more relevant contracts/purchase orders submitted.	
	Due diligence will be conducted on submitted contract/purchase order list.		

No.	Criteria	Score description		Weighting (%)
No. 2.	Experience of Operations Manager A detailed CV of the Operations Manager that will be managing the operations of the contract must be included. • The resource must have a minimum of five (5) years' work experience in managing casual staffing assignments within the hospitality industry. The person proposed for Operations Manager must be	Criterion Measure No submission of CV or less than five (5) years' experience or irrelevant work experience in managing operations for casual staffing assignments within the hospitality industry. Five (5) and less than six (6) years' work experience in managing operations for casual staffing assignments within the hospitality industry Six (6) to eight (8) years'work experience in managing operations for casual staffing assignments within the hospitality industry	Points 0 5	Weighting (%)
	different to the Site Supervisor	More than eight (8) years' work experience in managing operations for casual staffing assignments within the hospitality industry	10	

No.	Criteria	Score description		Weighting (%)
	Experience of Site Supervisor	Criterion Measure	Points	
3.	The detailed CV of the Supervisor that will be supervising the operations of the contract must be included.	No submission of the CV or less than five (5) years' experience in supervising casual staffing assignments within the hospitality industry or irrelevant work experience in supervising casual staffing assignments.	0	
	 The resource must have a minimum of five (5) years' work experience in supervising casual staffing assignments within the hospitality industry. 	Five (5) years and less than six (6) years' work experience in supervising casual staffing assignments within the hospitality industry.	5	15
	The person proposed for site supervision must be different to the Operations Manager.	Six (6) to eight (8) work experience in supervising casual staffing assignments within the hospitality industry.	7	
		More than eight (8) work experience in supervising casual staffing assignments within the hospitality industry.	10	

No.	Criteria	Score description	Weighting (%)
4.	 Methodology and approach Methodology and approach to be used in execution or implementation, supported by method statement, plan and service schedule/ work plan, including the following: A demonstration of understanding of the key requirements and expectations of CSIR as outlined in this tender document. Detailed candidate sourcing methodology - Must have clear sourcing strategy and standards. Provide methodology for onsite supervision and support. Ability to provide transport facilities in the early morning and late evening and provide a detailed transport plan. Bidder must provide a training plan for all positions. Demonstration of customer-centric standards to be implemented. System for tracking and resolving of complaints from clients. NB! Bidders to must refer to the provided annexure C1, Methodology and approach rubric for guidance on preparing their proposed methodology and approach. Annexure C1 has weighted percentage for the responses which will be calculated to give a final score for the criteria. 	Criterion Measure Points 0 - 49.99% 0 50% - 69.99% 5 70% - 79.99% 7 80%-100% 10	40
	TOTAL		100

Annexure C1

Methodology and Approach Scoring Rubric

Bidders are required to apply this rubric in developing their proposed methodology and approach. The quality of the details/information provided will have an impact on the score given to the respective sub-element. Where the bidder scores zero (0) for a specific element, they will be **eliminated** from further evaluation.

The bidder **must provide a unique reference number** (e.g. folder, chapter, section, page number) to locate substantiating evidence in the bid response. During evaluation, CSIR reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT SUBMITTED".

		Criteria		
Ref. No.	Methodology and Approach		Weight	REFERENCE Bidder must provide unique reference* to locate (file name & Page number) substantiating evidence in the bid response
	Element	Sub-element (description)	(%)	·
	Candidate Sourcing Strategy	Sourcing strategy that demonstrates bidder's understanding of CSIR Casual worker needs	2.0	
		Bidder identified sourcing channels to be employed	2.0	
1		Leverages technology to attract and engage candidates/talent	2.0	
		Strategy addresses how sourcing pipeline will be built and maintained	2.0	
		Bidder proposed an innovative measure as it relates to candidate sourcing	2.0	
2	On-Site Supervision	Methodology outlines how staff will be scheduled for efficient operations	2.0	
	On-one oupervision	Bidder details how occupancy fluctuations will be managed	2.0	

	Con reliaei Documentation					
		Criteria				
Ref. No.		Methodology and Approach	Weight	REFERENCE Bidder must provide unique reference* to locate (file name & Page number) substantiating evidence in the bid response		
	Element	Sub-element (description)	(%)			
		Bidder details how overtime will be managed to control costs	2.0			
		Proposed methodology demonstrates how staff will be kept engaged	2.0			
		Methodology outlines a communication approach to ensure effective and efficient operations	2.0			
		Bidder proposed an innovative measure as it relates to on-site supervision	3.0			
			1			
3	Training	Bidder detailed how training needs will be identified and implemented	2.0			
3	Trailing	Bidder to provide a relevant detailed training plan for all positions.	2.0			
	10 - 1 10 - 1 1 - 1		T			
4	System (Automated or manual) for tracking and resolving complaints	Bidder outlines a system/method of how complaints will be tracked and resolved in a timely manner to ensure business continuity.	3.0			
5	Transport	Methodology addresses how the bidder will ensure that staff transport availed during the night work as defined in the Basic Conditions of Employment Act (BCEA) is safe, adequately protects employees during their commute, considering geographic location, safety of routes, and employee circumstances.	2.0			
		The bidder provided proof of ownership of staff transportation or an intention to outsource transport services should they be the successful bidder.	2.0			
6	Customer centric standards	Bidder to detail how customer-centric standards will be implemented effectively. (The bidder to show how they will prioritize guest needs and satisfaction to build strong relationships, deliver exceptional experiences, and foster loyalty, ultimately driving revenue and long-term success)	4.0			

	Criteria			
Ref. No.	Methodology and Approach		Weight	REFERENCE Bidder must provide unique reference* to locate (file name & Page number) substantiating evidence in the bid response
	Element	Sub-element (description)	(%)	
		Bidder proposed an innovative measure as it relates to implementing customer centric standards	2.0	
Sub-total Sub-total				

ANNEXURE C2 PROJECT LIST

The bidder must provide details for contracts/ purchase order executed between 2015 and 2025 in line with the scope of work of this RFP.

Client / Company Name	Contact Person / Telephone Number & E-mail address	Nature Of Work (Including contract or Purchase Order reference number)	Project Value (R)	Project period (Start and End Dates).

CSIR Tender Documentation

Client / Company Name	Contact Person / Telephone Number & E-mail address	Nature Of Work (Including contract or Purchase Order reference number)	Project Value (R)	Project period (Start and End Dates).

Annexure D

Pricing Schedule-FIRM PRICES

The appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years

RFP No.1201/15/08/2025

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

BID PRICE IN RSA CURRENCY (ZAR)

Pricing Instructions

1. For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Rate: The amount payable per hour.

- 2. The rates to be quoted in the Pricing Schedule are to be the <u>fully inclusive</u> prices for the work described under the items. Rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, taxes, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- 3. Quantities stated on the pricing schedule are based on estimates and will only be used for <u>evaluation purposes</u>. A total of 1000 hours per year for each position will be used as estimated quantities for evaluation purposes. Final payment will be based on actual quantities issued through the implementation of the contract.
- 4. A rate shall be entered against each item in the Pricing Schedule. The bidder may not group a number of items together and tender one lump sum for such group of items
- 5. Actual expenditure would be based on agreed rate per person and limited to approved budget for this project.

The bidder must populate the proposed rates for the five-year period on the supplied excel spreadsheet.

Note:. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Annexure E

Proposal Form and List of Returnable Documents

The appointment of Service Provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

RFP No.1201/15/08/2025

I/We		
[name of entity, company, close	corporation or partnership] of [full address]
carrying on business trading/ope	rating as	
represented by		in my capacity
as		
of Partners, dated relating to this proposal and any	to enter into, sign exec subsequent Agreement. The fo f of the abovementioned entity	Directors or Members or Certificate cute and complete any documents ollowing list of persons are hereby , should CSIR decide to enter into
FULL NAME(S) CAPACITY SIG	NATURE	
-		

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

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

 General RFP Terms and Conditions; and <u>CSIR's Purchasing Terms and Conditions</u> or Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

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

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

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

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

ADDRESS FOR NOTICES

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

Respondent to indicate the details of its domicilium citandi et executandi hereunder: Name of Entity:					
csimile:					
ldress:					

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

CSIR requires a validity period of 120 [One hundred and twenty calendar Days from closing date] against this RFP.

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

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

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

1.	Registration number of company / C.C.
2.	Registered name of company / C.C.
3.	Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

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 <u>will</u> 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]
Pricing Schedule	
In the case of Joint Ventures, bidder must submit a copy of the signed Joint	
Venture 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
 Annexure H: Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points) Valid copy of BBBEE certificate/ sworn affidavit ✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their individual B-BBEE Certificate or Sworn Affidavit. ✓ In case of sub-contracting both parties must submit copies of their 	
valid BBBEE 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 be invalid , the joint venture scorecard will also be invalid.	

Other Essential Returnable Documents:

NB: Failure to provide essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals. However, if the bidder indicated YES in the SUBMITTED column and the documents is not submitted, then the bidder may be given two (2) days to provide the missing information except for mandatory documents to claim preference points

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED
	[Yes/No]
Annexure A: Standard Bidding Document (SBD) 1 Form	
Annexure E: Proposal Form and List of Returnable documents (This document)	
Annexure G: Certificate of Acquaintance with RFP, Terms & Conditions &	
Applicable Documents	
Annexure J: Standard Bidding Document (SBD) 4 Form	
Annexure I: RFP Declaration and Breach of Law Form	
Annexure L: Mutual Non-Disclosure Agreement	
Annexure K : Draft Service Level Agreement	
In the case of subcontracting arrangements, bidder must submit a copy of the	
signed/Draft subcontracting agreement.	
Valid Letter of Good Standing (relevant to the scope of work) issued by DoEL	
(COIDA) or private assurer.	
A valid Private Employment agency certificate as issued by the Department of Employment and Labour for the bidding company	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at	_ on this	day of	20
SIGNATURE OF WITNESSES AND NAM 1	IE OF WITNE	SSES	_
Name			

2	
Name	
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:	
Name:	
Designation:	

Annexure F

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

The appointment of Service Provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

RFP No.1201/15/08/2025

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 RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

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

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

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

SIGNED at	on this	day of	20
SIGNATURE OF WITNESSES A	AND NAME OF WITH	IESSES	
1			
Name			
2			
Name			
SIGNATURE OF RESPONDEN	T'S AUTHORISED R	EPRESENTATIVE:	
Name:			

Designation:				

Annexure G

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

The appointment of Service Provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

RFP No.1201/15/08/2025

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	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.

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2. POINTS AWARDED FOR PRICE

2.1 The 80/20 o preference points 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
Reconstruction and Development Programme (RDP) Goals ¹	40
The promotion of SMMEs (EMEs and QSEs)	10
Total	20

- 3.3 Total preference points per specific goal to be determined per tender.
- 3.3.1. Total preference points per specific goal to be awarded as follows:
- 3.3.1.1. 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%

¹ RDP Goals: a. The promotion of South African owned enterprises; b. The promotion of export orientated production to create jobs, c. The promotion of SMMEs; d. The creation of new jobs or the intensification of labour absorption; e. The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered, h. The promotion of enterprises located in rural areas, i. The empowerment of the work force by standardising the level of skill and knowledge of workers; j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

Bidder with less than 51% black ownershi	p C)%

- 3.3.1.2. Preferential points for black women ownership will be awarded as follows:
- 3.3.1.3. Preferential points for RPD Goals will be awarded as follows:

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

3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture^{2,} 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.

3.5. Sub-contracting

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

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

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.

4. BID DECLARATION

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

	Subm	nitted
Mandatory documents to claim preference points	Yes	No
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership, and RDP		
(EMEs and QSEs) preference points ³		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:
/AT 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

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

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	SIGNATURE(S) OF BIDDERS(S)
2	DATE:
	ADDRESS

Annexure H

Standard Bidding Document (SBD) 4

RFQ No.1201/15/08/2025

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

2. Bidder's declaration

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.

2.1.1	per em If s em	son having a controlling ployed by the state? o, furnish particulars of the ployee numbers of sole	interest ⁴ in the enterprise he names, individual iden proprietor/ directors / trus	holders / members / partne YES /NO / ntity numbers, and, if applicates / shareholders / members in the enterprise, in table be	able, state pers/
	P G.	Full Name	Identity Number	Name of State	
				institution	

⁴ 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?
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 DI	ECLARATION
	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 3.2	I have read and I understand the contents of this disclosure; 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 ⁵ 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

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

drafting of the specifications or terms of reference for this bid.

⁵ 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 appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years

RFP No. 1201/15/08/2025

NAME OF ENTITY:	
We	do hereby certify
that:	

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

Indic	ate nature of relationship with CSIR:
disq	ure to furnish complete and accurate information in this regard may lead to the ualification of a response and may preclude a Respondent from doing future business
W ITH 9.	CSIR] 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
10.	shall notify CSIR immediately in writing of such circumstances. 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.
BRE 12.	ACH OF LAW 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.
	re found guilty of such a serious breach, please disclose: URE OF BREACH:
Furth biddi	E OF BREACH: nermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the ring process, should that person or entity have been found guilty of a serious breach of law, nal or regulatory obligation.
SIGN 20	NED at on this day of

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

RFP No. 1201/15/08/2025

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 aforegoing, "Confidential Information" shall include any information that falls within the definition of 'Personal
- 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 which would be a bid award date";
- 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;

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- 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 nondisclosure 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

© CSIR 2017 Version: July 2017 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

he Bidder (Name)	
ompany registration number:, with limi	ted
ability duly incorporated under the applicable laws of the Republic of South Africa herein	
presented by in his/her capacit	ty as
and he/she bein	g
uly authorised thereto.	

15. Contact Details for Purposes of Clause 10:

15.1. 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:
16. Signature (Bidder):
SIGNED ON THIS THEDAY OFAT
IN THE PRESENCE OF THE FOLLOWING WITNESSES:
1
2

ANNEXURE K

Draft Service Level Agreement

The appointment of service provider to provide seasonal casual workers at the CSIR conferencing and accommodation on an "as and when" required basis for a period of five (05) years.

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Service Area	Service Description	Performance Indicator	Measurement Tool	Acceptable Level	Non-Performance Criteria
Staff Availability	Provision of staff per CSIR requisition	Staff availability matches weekly roster or short- notice requests	Weekly roster reconciliation and attendance register	≥ 98% of requested staff provided	Failure to provide ≥ 2 key staff per event or late feedback (beyond 2 hrs for short notice)
Recruitment Standards	Candidates meet qualification and clearance criteria	Staff have documented qualifications, experience, and police clearance	Staff files, CVs, Certificates	100% compliance for deployed staff	Any staff deployed without vetting or required experience
Uniform & Grooming Compliance	Staff adhere to CSIR uniform standards	Consistent uniform and grooming compliance.	Onsite inspections, Customer / Client feedback	100% compliance for all staff	>2 uniform breaches in a month
Staff Transport (18h00– 06h00,	Safe, direct, and timely transport to/from site.	Delivery of staff on time for events, 95% on time transport without route delays or waiting for other staff to knock off.	Staff and supervisor transport logs; Complaints record	On-time for 95%+ shifts	≥2 transport complaints per month or delay >30 mins
Staff Payment	Timely payments on agreed dates and accurate salary payments.	Salaries paid as agreed; ≤5 pay queries resolved within 7 days	Payroll record + complaint log	All staff paid on agreed date, <5 pay queries resolved in 7 days	>5 unresolved queries per pay cycle
Training	Training plans and execution	Improved task completion rate/performance and reduced errors?	Valid certificates and attendance logs	Valid training plan and	No training plan or high-risk roles untrained

Service Area	Service Description	Performance Indicator	Measurement Tool	Acceptable Level	Non-Performance Criteria
		Improved customer service and less customer complaints.		execution for all roles	
Responsiveness to Late Bookings	Response time to ad hoc requests within 2 hours	Average time to fulfil the request for staff after a late booking is received/how quick will the staff be provided when unexpected needs arise due to late bookings.	ISTAIT ION SHEETS	100% within 2- hour feedback window	>2hrs response to respond
Incident & SHE Compliance	Compliance with safety and zero harm targets	SHE reports, toolbox talks, incident logs		100% SHE incidents per month	>3 SHE incidents or audit findings
Welfare & Complaint Handling	Staff complaints resolved timely	Staff satisfaction Quick complaint resolution times Less complains from staff.	Complaints register & response logs		>1 unresolved staff issue/month
Invoice Submission	Timely and accurate invoices	Submissions of accurate invoices on time	Invoice audit log	100% on-time submission, corrections within 48 hrs	>1 late invoice or correction delay

Annexure L

Job descriptions

The job descriptions for all the seventeen (17) positions listed are attached in a separate folder to this RFP.