

Request for Proposals (RFP)

For the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus

RFP No. 3588/26/09/2023

Date of Issue	Thursday, 31 August 2023		
Non - Compulsory Online	Date and Time	Date: Monday, 11 September 2023 Time: 09H00	
Briefing Session	Ms Teams Link	Click here to join the meeting Meeting ID: 343 237 160 92 Passcode: FgY3XP	
Compulsory Site	Date and Time	Date: Tuesday, 12 September 2023 Time: 10H00	
Inspection	Address	CSIR Scientia Campus Meiring Naude Road Building 3	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za	
	Please use RFP No and RFP Description as subject reference		
Last date for submission of enquiries/clarifications	Friday, 15 Septemb	per 2023	
Electronical Submission	tender@csir.co.za (If tender submission exceeds 25MB multiple emails can be sent)		
CSIR business hours	08h00 - 16h30		
Category	Professional Services		
Closing Date and Time	Date: Tuesday, 26 September 2023 Time: 16H30		

TABLE OF CONTENTS **SECTION A GENERAL RFP TERMS AND CONDITIONS** INTRODUCTION SUBMISSION OF PROPOSALS **COUNTER CONDITIONS FRONTING** PRICING PROPOSAL APPOINTMENT OF SERVICE PROVIDER SERVICE LEVEL AGREEMENT **ENQUIRIES AND CONTACT WITH THE CSIR MEDIUM OF COMMUNICATION CORRECTNESS OF RESPONSES VERIFICATION OF DOCUMENTS** RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL ADDITIONAL TERMS AND CONDITIONS **SPECIAL CONDITIONS CONFLICT OF INTEREST, CORRUPTION AND FRAUD** MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT PREPARATION COSTS AND LIMITATION OF LIABILITY **INDEMNITY PRECEDENCE** TAX COMPLIANCE TENDER DEFAULTERS AND RESTRICTED SUPPLIERS **GOVERNING LAW** CONFIDENTIALITY **AVAILABILITY OF FUNDS PERSONAL INFORMATION DISCLAIMER SECTION B EVALUATION METHODOLOGY**

SS-F-SPU-026 Rev 02 Request for Proposal CSIR RFP No.: 3588/26/09/2023

TERMS OF REFERENCE

EVALUATION CRITERIA

OBJECTIVE CRITERIA

31 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

19

RFP STRUCTURE

SECTION A: GENERAL RFP TERMS AND CONDITIONS SECTION B: EVALUATION METHODOLOGY / PROCESS

LIST OF ANNEXURES

- Annexure A Standard Bidding Document (SBD) 1 Form
- Annexure B Technical Specification
- Annexure C Technical Evaluation Matrix/Rubrics
- Annexure D Pricing Schedule
- Annexure E Proposal Form and List of Returnable Documents
- Annexure F Certificate of Acquaintance with RFP
- Annexure G Preference Point Award Form
- Annexure H Standard Bidding Document (SBD) 4 Form
- Annexure I RFP Declaration and Breach of Law Form

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, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to <u>tender@csir.co.za</u>. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (as indicated on the cover page). The CSIR business hours are between 08h00 and 16h30.
- 2.3 All proposal submissions are to be clearly subject-referenced with the <u>RFP number and RFP Description</u>. 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 location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).

2.6 Proposals received after the closing date and time, at the address indicated in the bid

documents, will not be accepted for consideration and where practicable, will be returned

unopened to the Bidder(s).

2.7 All dates and times in this bid are South African standard time.

2.8 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.

2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be

the most advantageous to the CSIR, taking into consideration the technical (functional)

solution, price, specific goals and objective criteria.

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.

CSIR RFP No.: 3588/26/09/2023

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.
- 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.

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.

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.

CSIR RFP No.: 3588/26/09/2023 Page **7** of **48**

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:

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

including split of work;

Copy of a valid certificate or consolidated B-BBEE score card;

The Tax Compliance Status (TCS) or CSD Report of each joint venture partner;

Proof of ownership/shareholder certificates/copies; and

Company registration certificate/s.

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 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")

a. engages in any collusive tendering, anti-competitive conduct, or any other similar

conduct, including but not limited to any collusion with any other bidder in respect of the

subject matter of this bid;

b. seeks any assistance, other than assistance officially provided by a Government Entity,

from any employee, advisor or other representative of a Government Entity in order to

obtain any unlawful advantage in relation to procurement or services provided or to be

provided to a Government Entity;

c. makes or offers any gift, gratuity, anything of any value or other inducement, to any

Government Entity's officers, directors, employees, advisors or other representatives in

order to obtain any unlawful advantage in relation to procurement or services provided

or to be provided to a Government Entity;

d. accepts anything of value or an inducement that would or may provide financial gain,

advantage or benefit in relation to procurement or services provided or to be provided

to a Government Entity;

e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee,

gift or any other consideration, that is contingent upon or results from, the award of any

tender, contract, right or entitlement which is in any way related to procurement or the

rendering of any services to a Government Entity;

f. has in the past engaged in any matter referred to above; or

g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of

whether or not a prison term was imposed and despite such bidder, member or

director's name not specifically appearing on the List of Tender Defaulters kept at

National Treasury.

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 blacklisted 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 25 (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 supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria. The service offering must include all requirements as set out in **Annexure B**.

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

28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- a) Bidder that submitted late bids will not be considered.
- b) Bidder that submitted to the incorrect location or email address will not be considered (Only electronic submission to tender@csir.co.za would be considered).
- c) Bidder that fails to attend the compulsory site inspection will not be considered.
- d) Bidder who does not have a valid and active CIDB registration with 4ME or higher will not be considered.
- e) Bidder that is listed on the NT database of restricted suppliers will not be considered.
- f) Bidder that is registered on the NT Register of Tender Defaulters will not be considered.

g) 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	ELEMENT DESCRIPTION	WEIGHT
1.	Reference Letters	 Bidders must submit a minimum of three (3) contactable reference letters for completed projects for the installation of gas suppression, fire detection and HVAC systems and general building works. Projects must have been completed between 2015 and 2023. (Purchase orders, contracts and appointment letters will not be considered). Reference letters submitted must be accessible for vetting. 	30
2.	Experience of the Construction Manager	Bidder must submit CV of a Construction Manager / Construction supervisor with a minimum of Five (5) years' experience in managing similar construction works.	20
3.	Experience of the Safety Officer	Bidders must submit a CV of Health and Safety Officer with a minimum of five (5) years' experience in managing similar construction works as a Safety officer is required	20
4.	Program of execution	The Bidder must provide a detailed program of execution completed on MS project (Printed to PDF), clearly indicating start date, end date, no of weeks, the tasks from site acceptance to site hand over and indicating the different disciplines.	10
5.	Technical Proposal and Work Methodology	 The methodology and approach for the proposed required solution. This must include the actual process on how the project will be executed. The methodology should include detailed activities and deliverables. The methodology should include health and safety requirements and compliance. 	20

The bidder should also indicate how quality checks will be conducted.	
TOTAL (%)	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 meet 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 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 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

- Only those tenderers who are registered with CIDB or are capable of being so prior to the closing date and time of this RFQ submissions, with a grading of 4ME or Higher-class of construction works, will be considered.
- 30.2 Joint ventures are eligible to submit proposals provided that:
 - Every member of the joint venture is registered with the CIDB.
 - The lead partner has a contractor grading designation in the **4ME or higher class** of construction work; or not lower than one level below the required grading

- designation in the class of works construction works under consideration and possess the required recognition status.
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 4ME or higher class of construction work.

31 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

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

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

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

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR							
BID NUMBER: 358	38/26/09/2023	CLOSING DATE:	26 \$	September 202		LOSING IME:	16H30
DESCRIPTION RFP for the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria							
BID RESPONSE DO	CUMENTS MAY B	E DEPOSITED IN T	HE BID BO	OX SITUATED	AT CS	IR SCIENTIA	
The CSIR requires th	at all tender submis	ssions be submitted	electronica	ally to <u>tender@c</u>	sir.co.:	<mark>za</mark> . Should ten	der file size
exceed 25MB, bidde		multiple emails. Use	the tender	r number 3588/ 2	26/09/2	2023 and desc	ription of the
tender as the subject	on your email.						
BIDDING PROCEDUTO	IRE ENQUIRIES M	AY BE DIRECTED	TECHNIC	CAL ENQUIRIE	ES MA	Y BE DIRECT	ED TO:
CONTACT PERSON	Strategic Procu	rement Unit	CONTAC	CT PERSON	Str	ategic Procure	ement Unit
TELEPHONE NUMBER	012 841-2911		TELEPH	ONE NUMBER		2 841-2911	
	-					-	
FACSIMILE NUMBE	R		FACSIM	IILE NUMBER			
E-MAIL ADDRESS	tender@csir.co	.za	E-MAIL A	ADDRESS	ten	der@csir.co.z	<u>a</u>
SUPPLIER INFORM	ATION						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE							
NUMBER	CODE		I	NUMBER			
CELLPHONE							
NUMBER						1	
FACSIMILE							
NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATIOI NUMBER							
SUPPLIER	TAX			CENTRAL			
COMPLIANCE	COMPLIANCE		OR	SUPPLIER			
STATUS	SYSTEM PIN:			DATABASE			
4 ADE VOL				No:	MA	AA T	
1 ARE YOU THE ACCREDITED			2	ARE YOU A			•
REPRESENTATIVE			FOREIG	IN BASED		☐Yes ☐No	J
IN SOUTH AFRICA	□Yes	□No		ER FOR THE		IIE VES AN	ISWER THE
FOR THE GOODS				S/SERVICES		QUESTION	
/SERVICES /WORKS	S [IF YES ENCLO	SE PROOFI	/WORKS	S OFFERED?		BELOW]	TV/ III CE
OFFERED?	20 2.1020	, o _ 1				522011,	
QUESTIONNAIRE T	O BIDDING FOREI	GN SUPPLIERS					
IS THE ENTITY A RI			TH AFRIC	CA (RSA)?		Г	YES □ NO
				(, .			
DOES THE ENTITY	HAVE A BRANCH	IN THE KSA?					YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

NOT REGISTER AS PER 2.3 BELOW.

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

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

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

Annexure B

Technical Specification/Scope of Services for the supply, delivery, installation and commissioning of Heating, Ventilation and Air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for the supply, delivery, installation and commissioning of heating, ventilation and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

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 supply, delivery, installation and commissioning of heating, ventilation and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry However, bidders are welcome to submit additional / alternative proposals over and above the originally specified format.

2.1. Technical Proposal

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

a. The Bidder must submit a company profile highlighting services offerings as well as expertise in the construction of HVAC, gas suppression and fire detection systems. The profile must be limited to 10 pages.

- b. The Bidder must submit a minimum of three (3) contactable reference letters for similar projects that have been completed between 2015 and 2023. The references submitted must be accessible for vetting.
- c. The Bidder must submit a detailed CV of the Construction Manager / Supervisor with a minimum of five (5) years' work experience in similar construction projects. The Construction Manager / Supervisor must be registered with the SACPCMP.
- d. The Bidder must submit a detailed CV of the Health & safety Officer with a minimum of five (5) years' work experience. The Health & Safety Officer must be registered with the SACPCMP.
- e. The Bidder must submit a detailed technical proposal and work methodology.
- f. The Bidder must submit a detailed clearly outlined Project Program/Schedule indicating project timelines from inception to handover. Long lead items to be included.

2.2. Financial Proposal:

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

- a. Cover Letter.
- b. Completed Pricing Schedule (Annexure D) on official company letterhead.
- c. CSD registration report (RSA suppliers only).

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

Proposals are hereby invited for the supply, delivery, installation and commissioning of Heating, Ventilation & Air-conditioning (HVAC), gas suppression, fire detection systems and minor construction works at CSIR Scientia Campus Pretoria building 3, ground floor archive room. The scope of work will include the following:

Gas Suppression: -

- a) Isolate and make safe of existing CO2 gas suppression system.
- b) Remove all CO2 cylinders and complete with all associated materials and hand over to the specialist gas handler for safe disposal.
- c) Carry out room integrity tests to the 2 x Archive rooms/areas.
- d) Make good all defects arising from findings of room integrity tests.
- e) Supply, delivery, installation, commissioning, testing and handover of new Inergen 300 Bar fire suppression system to areas as shown on the tender drawing.
- f) The installation is to be complete with all necessary equipment and materials to make the system fully operational.
- g) Ensure that the gas fire suppression system is interfaced to the high sensitivity fire detection systems.

- h) Supply and install new pressure relief dampers in all protected areas as shown on the drawings.
- i) Supply and install new gas control panel in line with the specification and complete all device programming and tagging or numbering.
- j) All interfacing such as the monitoring and relaying of signals from the fire suppression systems, signals from detection zones and gas protected areas to the Fire panel and interfacing to HVAC System shall form part of this contract.
- k) Gas control units shall be equipped with break glass units in the same panel and will be installed outside the risk areas in the positions as indicated on the drawings.
- Two signals from separate devices inside the area shall be necessary to activate the gas release.
- m) Activation of the break glass unit located on the gas control unit shall directly start the extinguishing cycle.

Fire Detection System: -

- a) Supply, delivery, installation and commissioning of fire detection and alarm system. The system is to consist of central control fire panel connected to field devices such as fire detection devices, alarms and manual call points.
- b) The fire alarm panel shall be a 24-volt analogue addressable unit, designed to communicate with the sensors and field devices. It shall be a microprocessor-based unit and shall incorporate all hardware and software to enable it to make decisions based upon information received from sensors and operate appropriate outputs to initiate required alarms and signals.
- c) The control panel shall be programmed to continuously monitor the analogue status of all sensing devices, and initiate action when a fire or smoke condition is present. The alarm management shall be field configurable from the control panel via a keypad to enable the system to be tailored to suite the protected building, and to permit future changes. This configuration shall be maintained under power failure conditions.
- d) All main fire doors with magnetic locking system to be interfaced with fire detection system.

Heating, Ventilation and Air-conditioning (HVAC) System: -

- a) Supply, delivery, installation, commissioning and handover in a complete working order and the subsequent maintenance and guarantee for a period of 12 months of the Heating, Ventilation and Air-conditioning of the high static pressure ducted split inverter type units.
- b) Decommission and removal of existing HVAC system and store in storage provided by CSIR
- c) The HVAC system must be linked to the fire alarm system with a relay to trip the ventilation power supply.
- d) Supply and install humidifiers for both ducted air conditioning units.

Minor construction work: -

- Remove and brick up doors separating CSIR Archive and Finance Archive rooms.
 Double door and single door adjacent to the fire escape door to remain. The doors to be Class B (2 hours fire rated doors).
- Remove window mounted fans in the CSIR Archive and replace with suitable fire rated panels.
- Blank off high level windows between the CSIR and Finance Archives with plasterboard or gypsum panels and seal the installation airtight.
- Remove all louvred windows in the Finance Archives and replace with Fixed panes.
- Replace windows with toughened window type to withstand pressure when the gas is released inside the Archiving rooms.
- Fire escape door from the Archives to be modified or changed to have access control and push bar button.

Note:

The above will form part of the appointed contractor's scope of work and shall be required to assess and give advice based on the room integrity test report and assessment. *All heritage submissions, applications and approvals will form part of scope of work.*

Annexure C

Technical Evaluation Matrix/Rubrics

The Provision for the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

Scoring sheet to be used to evaluate functionality.

Criteria	Proof Required	Points Allocation		Weighting (%)
Company Experience / Reference Letters	Bidder must submit a minimum of three (3) contactable reference letters for completed projects for the installation of gas suppression, fire detection and HVAC systems and general building works. Projects must have been completed between 2015 and 2023.	No submission of reference letters or less than 3 contactable reference letters 3 to 4 contactable reference letters 5 to 6 contactable reference letters > 7 contactable reference letters	0 points 5 points 7 points 10 points	30
Experience of the Construction Manager / Supervisor	Bidder must submit a CV of a Construction Manager / Supervisor with a minimum of Five (5) years' experience in managing similar constructions works. Construction Manager / Supervisor must be registered with the SACPCMP.	No submission of CV or less than 4 years of experience 5 and less than 7 years of experience 7 and less than 9 years of experience > 9 contactable reference letters	0 points 5 points 7 points 10 points	20

		·			
3.	Experience of the Health & Safety Officer	Bidder must submit a CV of Health and Safety Officer with a minimum of five (5) years' experience in managing similar construction works as a Safety officer. Health a& safety Officer must be registered with the SACPCMP.	No submission of CV or less than 4 years of experience 5 and less than 7 years of experience 7 and less than 9 years of experience > 9 contactable reference letters	0 points 5 points 7 points 10 points	20
4.	Program of execution	Bidder must provide a detailed program of execution completed on MS project (Printed to PDF), clearly indicating start date, end date, no of weeks, the tasks from site acceptance to site hand over and indicating the different disciplines.	No submission of program or program is more than 10 weeks 10 weeks program submitted 8 weeks program submitted 6 weeks program submitted	0 points 5 points 7 points 10 points	10
5.	Technical Proposal & Work Methodology	The methodology and approach for the proposed required solution. This must include the actual process on how the project will be executed. The methodology should include detailed activities and deliverables. The methodology should include health and safety requirements and compliance. SA	methodology and approach is submitted but omits important aspects. Methodology and approach plan is submitted and covers key aspects of the tender. Methodology and approach is specifically tailored to suit the key aspects and will meet the CSIR needs. The bidder has indicated the health & safety plan, resources plan or capacity to perform the services, including equipment and staff to carry out the contract.	points points points	20

CSIR Tender Documentation

indicated the health & safety plane, the resources plan to capacity to perform the services, including vehicles, equipment, timelines, and staff/ organogram to carry out the contract. The bidder is ISO 9001 certified.

TOTAL 100

Annexure D

Pricing Schedule-FIRM PRICES

The Provision for the supply, delivery, installation and commissioning of Heating, Ventilation and Air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

NOTE:

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Annexure E

Proposal Form and List of Returnable Documents

The provision for the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

I/We	
[name of entity, company, close corporation	n or partnership] of [full address]
carrying on business trading/operating as	
represented by	in my capacity
as	
of Partners, datedto relating to this proposal and any subseque	on of the Board of Directors or Members or Certificate enter into, sign execute and complete any documents nt Agreement. The following list of persons are hereby ovementioned entity, should CSIR decide to enter into hidder(s).
FULL NAME(S) CAPACITY SIGNATURE	

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

Add	dress:
As Se ma the	TIFICATION OF AWARD OF RFP soon as possible after approval to award the contract(s), the successful Respondent [the rvice provider] will be informed of the acceptance of its Proposal. Unsuccessful Respondents y be advised in writing of the name of the successful Service provider and the reason as to why ir Proposals have been unsuccessful, for example, in the category of price, delivery period, ality, B-BBEE or for any other reason.
	LIDITY PERIOD IR requires a validity period of 90 [Ninety calendar Days from closing date] against this RFP.
terr per to t	ders are to note that they may be requested to extend the validity period of their bid, at the same ms and conditions, if the internal evaluation process has not been finalised within the validity iod. However, once the adjudication body has approved the process and award of the business the successful bidder(s), the validity of the successful bidder(s) bid will be deemed to remain id until a final contract has been concluded.
The me	ME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S) Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or mbers of the company or close corporation [C.C.] on whose behalf the RFP is submitted. 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:

ITEM NO.	MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1	In the case of Joint Ventures, bidder must submit a copy of the signed Joint Venture Agreement.	
2	In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement.	
3	Bidder must provide proof of registration with South African Council for the Project and Construction Management Professions (SACPCMP) for the Construction Manager	
4	Bidder must provide proof of registration with South African Council for the Project and Construction Management Professions (SACPCMP) for the Health & Safety Officer	
5	Bidder must submit a valid letter of good standing relevant to the scope of work from the Department of Employment & Labour (COIDA) or any approved private Insurance firm	
6	Bidder must submit proof of valid and active South African Qualification & Certification Committee (SAQCC) for the Gas Suppression System Installer. In the case of subcontracting arrangements, bidder must submit a copy	
	of the signed subcontracting agreement.	
7	Bidder must submit proof of valid and active South African Qualification & Certification Committee (SAQCC) for the Fire Detection Installer. In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement.	

b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Essential Returnable Documents required for evaluation purposes:

Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification.

However, Bidders <u>will receive an automatic score of zero</u> 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:

TEM NO.	ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
1	Annexure D: Bill of Quantities	
2	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.	
3	Proof of CIDB CRS number	

Other Essential Returnable Documents:

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

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

ITEM NO.	OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1	Annexure A: Standard Bidding Document (SBD) 1 Form	
	Annexure E: Proposal Form and List of Returnable documents (This	
2	document)	
	Annexure G: Certificate of Acquaintance with RFP, Terms &	
3	Conditions & Applicable Documents	
4	Annexure J: Standard Bidding Document (SBD) 4 Form	

5	Annexure K: RFP Declaration and Breach of Law Form	
	Bidder must provide proof of valid public liability cover or letter of intent	
	from an Insurance Firm of a minimum of Five Million (R 10 000 000.00).	
6	The preferred bidder would need to submit the confirmation	
	of the certificate within 7 days upon request.	

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 A	ND NAME OF WITNE	SSES	
1			_
Name			_
2			
Name			_
SIGNATURE OF RESPONDENT			
Name:			
Designation:			

Annexure F

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

The provision for the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

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	y of 20	
SIGNATURE OF WITNESS	SES AND NAME OF WITNESSE	S	
1			
2			
Name			

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

Annexure G

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

The provision for the supply, delivery, installation and commissioning of heating, ventilation, and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

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	100
must not exceed	

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

2. POINTS AWARDED FOR PRICE

2.1 The 80/20 preference 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) Goals¹ - Exempted Micro Enterprise	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:

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.

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

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

RDP Goals - Exempted Micro Enterprise	% 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

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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.

level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4. BID DECLARATION

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

		Submitted	
Mandatory documents to claim preference points	Yes	No	
	$\sqrt{}$		
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership, and RDP			
(EMEs) preference points ³			

DECL	A D A TI		DECADD	TO CO	MPANY/FIRM	л
	ARAII	ONWITH	RF(3ARI)	10 60	VIPANY/FIRI	vı

Name of company/firm:
VAT registration number:
Company registration number:

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct:
- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem*

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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

(hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.
 - v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—
 - (a) inform the bidder accordingly; and
 - (b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.
 - vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
 - (a) disqualify the bidder or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the bidder.

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

Annexure H

Standard Bidding Document (SBD) 4

RFQ No. 3588/26/09/2023

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	Is the bidder, or any of its directors / trustees / shareholders / members / partners person having a controlling interest ⁴ in the enterprise, employed by the state? If so, furnish particulars of the names, individual identity numbers, and, if applica employee numbers of sole proprietor/ directors / trustees / shareholders / members partners or any person having a controlling interest in the enterprise, in table below			able, state pers/	
		Full Name	Identity Number	Name of State institution	
				montanon	

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
3.3	be true and complete in every respect; 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 drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be

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 provision for the supply, delivery, installation and commissioning of heating, ventilation and air-conditioning (HVAC), gas suppression, fire detection, and alarm systems at CSIR Scientia Campus Pretoria.

RFP No. 3588/26/09/2023

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 **exist / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
- 7. In addition, we declare that an owner / member / director / partner / shareholder of our entity is / is not [delete as applicable] an employee or board member of the CSIR.
- 8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER: ADDRESS:			
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		
with 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 shall notify CSIR immediately in writing of such circumstances.		
10.	We accept that any dispute pertaining to this Bid will be resolved through the Ombudsmar process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsmar 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	ACH OF LAW		
12.	We further hereby certify that I/we (the bidding entity and/or any of its directors, members of 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:		

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

DATE OF BREACH: _

SIGNED at	on this da	ay of20
For and on behalf of	AS V	VITNESS:
duly authorised hereto		
Name:	Nam	e:
Position:	Posit	ion:
Signature:	Signa	ature:
Date	Regi	stration No of Company/CC
Place	Regi	stration Name of Company/CC