

Request for Proposal (RFP)

For

**The Construction of Additional Three Floors and
the Optics Clean Room at Building 44 H- Block**

RFP Number: 46/10/01/2009

Issue Date: 13 November 2009

Response Deadline: 27 November 2009

1 Introduction

The Council for Scientific and Industrial Research (CSIR) intends to appoint the professionals mentioned below to render professional services in terms of the relevant statutory council acts for the construction of the Additional Three (3) Floors and the Optics Clean Room at Building 44 H-Block.

- Architectural Services
- Quantity Surveying Services
- Electrical Engineering Services
- Mechanical Engineering Services
- Fire Protection Services

2 Background and Description

The Defence Peace Safety and Security (DPSS) Unit of the Council for Scientific and Industrial Research have a critical requirement for significant additional office space, specific laboratories and workshop areas for the Radar & Electronic Warfare group (R&EW). The DPSS has evaluated various alternatives as part of the on-going process which has lasted for several months. Although the requirement was originally of lesser volume, it was such that other existing buildings and structures needed to be evaluated in order to make appropriate use of the infrastructure. Various alternatives were identified and due to limited success with finding additional suitable space in the existing buildings, the alternative of adding additional 3 floors onto the existing Building 44 H-Block has to be implemented.

At state of the art Optics Laboratory is required for the Optronics Sensor Systems group (OSS). This area needs to comply with strict parameters relating to firm foundations and appropriate space for the detailed testing and integration process which need to be performed.

3 Invitation to Proposal

Bidders are invited to submit a proposal for the construction of the additional Three (3) Floors and the Optics Clean Room at Building 44, H-Block which will consist of:

Building Requirement	Activity Housed	Area / Space Required
Additional 3 Floors	R&EW Office Space	50 Offices, 6 Labs, 4 Meeting Areas
Optics Clean Room H-Block	OSS	Double Volume, Integration Lab of 400m ² , 10 Offices, 1 Meeting Room

The project includes all typical building-related activities such as building structure, electrical work, HVAC systems and services.

4 Proprietary Information

The CSIR (CSIR) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the Respondent, to be proprietary to CSIR. It shall be kept confidential by the Respondent and its officers, employees, agents and representatives. The Respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of CSIR. This applies regardless of whether the recipient of this RFP responds with a proposal or not.

5 Enquiries & Responses

All communication and attempts to solicit information of any kind relative to this RFP should be channeled to Nosimilo Nhlathathi in writing to supplier@csir.co.za with 'The Construction of Additional Three Floors and the Optics Clean Room at Building 44 H-Block – RFP –046/10/01/2009' as the subject".

6 Medium of Communication

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

7 Verification of Documents

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

8 Submission of RFPs

- 8.1 Proposals should be submitted at **CSIR GATE 03 - main reception** (in the tender box) at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the proposal is deposited in the tender box before **12h00 on 27 November 2009**.

**Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road
Brummeria
Pretoria**

Please indicate the discipline for which you are responding i.e. **ARCHITECTURAL SERVICES / QUANTITY SURVEYING SERVICES / ELECTRICAL ENGINEERING SERVICES / MECHANICAL ENGINEERING SERVICES / FIRE PROTECTION SERVICES.**

- 8.2 Four (4) copies of each proposal must be submitted, including the original. In the event of a contradiction between the submitted copies, the original shall take precedence. Telegraphic, telefax and e-mail proposals will not be accepted.

- 8.3 Pricing schedule and B-BBEE credentials** should be submitted with the proposal, but as a **separate document** and no such information should be available in the main proposal.
- 8.4** If a courier service company is being used for delivery of the proposal document, the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

9 GENERAL RFP TERMS AND CONDITIONS

- 9.1** Where a proposal is not received by the CSIR by the due date, it will be regarded as a late proposal. Late proposals will not be considered.
- 9.2** Each proposal shall be valid for a minimum period of sixty (60) days calculated from the closing date.
- 9.3** The Respondent 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.
- 9.4** The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 9.5** A copy/ies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 9.6** Kindly note that the CSIR is entitled to :
- 9.6.1** amend any RFP conditions, validity period, specifications, or extend the closing date and/or time of RFPs before the closing date. All Respondents to whom the RFP documents have been issued, will be advised in writing of such amendments in good time;
 - 9.6.2** verify any information contained in a proposal;
 - 9.6.3** not to appoint any bidder;
 - 9.6.4** vary, alter, and/ or amend the terms of this RFP, at any time prior to the finalisation of its adjudication hereof;
- 9.7** An omission to disclose material information, a factual inaccuracy, and/ or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 9.8** The CSIR reserves the right not to accept the lowest proposal or any proposal in part or in whole. It normally awards the contract to the Respondent who proves to be fully capable of handling the contract and whose Proposal is technically acceptable and/or financially advantageous to the CSIR. Appointment as a successful contractor 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 within 30 days from the appointment date, CSIR shall be entitled to appoint the contractor who was rated second, and so on.

- 9.9** The CSIR also reserves the right to award this RFP to:-
- 9.9.1** an organisation that has strong B-BBEE credentials in terms of current B-BBEE legislation
 - 9.9.2** an organisation that is a joint venture with a black empowered company.
 - 9.9.3** B-BBEE status will be considered as part of the evaluation criteria when evaluating the proposals.
- 9.10** The CSIR also reserves the right to award this RFP as a whole or in part without furnishing reasons.
- 9.11** The CSIR also reserves the right to cancel or withdraw from this RFP as a whole or in part without furnishing reasons and without attracting any liability.
- 9.12** The Respondent hereby offers to render all of the services described in the attached documents (if any) to the CSIR on the terms and conditions and in accordance with the specifications stipulated in this RFP documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- 9.13** This proposal and its acceptance shall be subject to the terms and conditions contained in this RFP document.
- 9.14** Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 9.15** The Respondent shall prepare for a possible presentation should CSIR require such and the Respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.

10 PROJECT PROGRAMME

The Project Programme, as currently envisaged, incorporates the following key dates:

1.1.1 Issue of proposal documents	13 November 2009
1.1.2 Briefing Session	17 November 2009
1.1.3 Closing/submission Date	27 November 2009
1.1.4 Target date for completion of project	30 June 2010

The completion date is fixed and non-negotiable.

Proposals shall be submitted at the address mentioned in point 8.2 no later than 12h00 on 27 November 2009. CSIR reserves the right to disregard proposals received after the specified due date.

11 PROJECT COST ESTIMATE

The total project cost for the proposed works including the services has been fixed at R14.3 million exclusive of VAT and inclusive of all professional services and construction costs.

12 PROFESSIONAL INDEMNITY INSURANCE

Your firm will be required to take out a professional indemnity insurance policy from an insurance company, which is registered according to the law of the Republic of South Africa, that render coverage against the following with respect to all work to be executed by your firm or your firm's appointed agents:

- 12.1 Any loss or damage that the CSIR can suffer due to any misconceptions, omissions or negligence, due to the non compliance of professional duties by The Respondent or his / her employees with regard to the services that he / she has undertook to deliver. Your firm shall insure against professional negligence, errors and omissions under a Professional Indemnity Policy for at least R 2 million per claim and the number of claims unlimited, and
- 12.2 Any accountability for the death or injury of any third party due to misconceptions, omissions or negligence due to non compliance of professional duties for which The Respondent is responsible for with respect to the appointment and agreement.
- 12.3 The Professional Indemnity Insurance must valid for the entire project duration, and it would be preferred that the Professional Indemnity Insurance extends beyond the period of the project, and The Respondent must indicate such in their respective proposals.
- 12.4 NOTE: Provided that adequate professional indemnity insurance cover is held by The Respondent, there would, normally, be no necessity for personal sureties, or guarantees, to be furnished by The Respondent's principals to the Employer.
- 12.5 One exception to the foregoing statement would be when The Respondent operates under limited liability. In such a case the Employer may wish to obtain personal sureties from The Respondent's principals in respect of the first amount that would be payable by The Respondent in respect of a claim against his professional indemnity insurance.

13 COMPULSORY BRIEFING SESSION / SITE INSPECTION

The compulsory briefing session / site inspection will take place as follows:

- Date:** 17 November 2009
Venue: Building 22 – Central Station
Place: Meiring Naude Road; CSIR - Gate 3 Entrance, Brummeria, Pretoria

Time: 10h00 – 12h00

Proposals received from bidders that did not attend the compulsory briefing session will not be considered for evaluation.

14 MANDATORY DOCUMENTS

The following documents must be included in the proposal:

- 14.1 Company profile.
- 14.2 Completed and signed CSIR Supplier registration form – attached to invitation for proposal and relevant valid documents as requested on the forms.
- 14.3 Statement on Green Building expertise and methodology that will be applied to the project
- 14.4 Statement on off-site construction methods expertise and methodology that will be applied to the project
- 14.5 Statement on construction procurement routes that could be considered for the project
- 14.6 Valid Original Tax Clearance Certificate, in case of a consortium / joint venture, or where sub-contractors are utilized, an original SARS tax certificate for each consortium / joint venture member and/or sub-contractor (individual) have to be submitted as well.
- 14.7 B-BBEE Certificate or letter from Auditors confirming your turnover per annum, if your company's turnover was less than R5m for the previous financial year. CSIR is committed to Broad-Based Black Economic Empowerment and preference will be given to suppliers/contractors who meet CSIR requirements. If no B-BBEE certificate is available, provide shareholding certificates and certified copies of all Black Shareholders.
- 14.8 The above is in addition to specific information requested in the RFP document regarding skills, areas of competence, technical expertise, contactable references and prices etc
- 14.9 Methodology
- 14.10 Your firm should calculate the tender price in detail as requested in accordance with relevant Statutory Council as per the relevant Government Gazette.
- 14.11 Your company's procurement policy (Affirmative Business Enterprise or ABE policy) with specific reference to the Emerging Consultants / *Affirmative Business Enterprises* or ABE and or alliance formed with an ABE
- 14.12 Proof of your company's professional registration.
- 14.13 Proof of registration and up to date payments of The Workman's Compensation Fund.

14.14 Proof and extent of Public Liability Insurance.

14.15 If insurance related information is needed please provide

14.15.1 Name of Insurance broker and/or Insurer

14.15.2 Amounts of current limits of indemnity

14.15.3 Adherence to Safety standards

15 Respondents must also demonstrate/provide the following in their proposal:

15.1 Trading history with the CSIR.

15.2 Composition of the team that will be allocated to this project.

15.3 Reasons why you believe the CSIR should award this contract to your company.

15.4 Reference/track of involvement in similar projects.

16 PERSONNEL

Information regarding personnel (Curriculum Vitae's (CVs) that will be involved in the project must be provided as part of the tender.

16.1 The company capability statement must also be provided with specific reference to knowledge, experience and expertise.

16.2 Construction monitoring;

16.3 Quality control systems, and

16.4 Any other not mentioned

17 APPOINTMENT AND REMUNERATION

A single appointment will be made and remuneration will be calculated in accordance with Statutory Council and in terms of the proposal that your firm will be submitting.

Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed to the satisfaction and approval of the CSIR. It must be noted that payment will only be made after the work has been approved by the CSIR.

18 ADDITIONAL CONDITIONS OF PROPOSAL

18.1 Official orders will be placed and invoices must be submitted timeously for payment.

18.2 The lowest or any tender will not necessarily be accepted, and the Council for

Scientific and Industrial Research (CSIR) reserves the right to accept the whole or any portion of a proposal.

- 18.3** Proposals are to remain open for acceptance for a period of sixty (60) days from the date on which they are to be lodged and may be accepted at any time during the said period of sixty (60) days.
- 18.4** All prices and details must be legible / readable to ensure that the proposal will be considered for adjudication.
- 18.5** Firms are requested to furnish the full registered name of the tendering company / supplier on the proposal.
- 18.6** Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The CSIR reserves the right to reject the tender if corrections are not made in accordance with the above.
- 18.7** The Respondent may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
- 18.8** If items are not offered for, a line must be drawn through the space in pen.
- 18.9** All information obtained and paid for during the course of the project is required to be submitted to the CSIR in a pre-specified format.
- 18.10** All data, information, plans, documents and other deliverables collated and / or produced as a result of the appointment to be made will be the rightful property of the CSIR and the CSIR shall also require the copyright thereof.
- 18.11** The CSIR reserves the right, in its sole discretion, to make any of the above-mentioned data, information, plans, documents and other deliverables, available for use, processing or sharing with / by other organisations.
- 18.12** The CSIR, in paying for any appointment of a consultant, also acquires the intellectual property associated with the project being / having been undertaken. This intellectual property shall not be utilised elsewhere without prior written consent of the CSIR.
- 18.13** The source codes of all electronically developed programmes and systems that are considered to be a part of the project and need to be delivered to the CSIR on completion of the project who will then assume full ownership of such source codes.

- 18.14** In the event that source codes are changed / or altered or modified for whatever reason, such changes shall be communicated and delivered to the CSIR on a mutually agreed basis.
- 18.15** Any development of programmes, systems and other applications need to be undertaken in such a manner so as to be compatible with the CSIR's systems at the time of development.
- 18.16** The appointment to be made will be subject thereto that your firm accepts responsibility as part of your acceptance letter should your firm be successful to be appointed that you will ensure compliance with the provisions of the Public Management Finance Management Act, 1999 (Act 1 of 1999) during the implementation and execution of the abovementioned project.

19 FINAL NOTES

- 19.1** The Respondent hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the CSIR during the validity period indicated and calculated from the closing hour and date of the RFP.
- 19.2** The Respondent furthermore confirms satisfaction regarding the correctness and validity of this proposal and that all prices and rates quoted cover all the work / items specified in the RFP and that the prices and rates quoted cover all obligations under any resulting contract and that the respondent accepts that any mistakes regarding prices and calculations will be at their own risk.
- 19.3** The Respondent hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfillment of this contract.
- 19.4** Failure to comply with any of the terms and conditions as set out above will invalidate the Proposal.
- 19.5** The CSIR's decision on proposals received shall be final and binding.