

REQUEST FOR PROPOSAL (RFP)

FOR

**THE RELOCATION OF THE CSIR'S
BIOSCIENCES R&D GROUP FROM
MODDERFONTEIN TO SCIENTIA IN PRETORIA**

RFP NUMBER: 047/01/10/2009

Issue Date: 16 October 2009

Response Deadline: 30 October 2009

1 INTRODUCTION

The CSIR is one of the leading scientific and technology research, development and implementation organisations in Africa. CSIR Biosciences is an operating unit of the CSIR with a component of the unit based in Modderfontein. This grouping is to be relocated to the CSIR Scientia site in Pretoria.

2 BACKGROUND AND DESCRIPTION

A restructuring of the CSIR Biosciences Unit was initiated in 2008. The relocation of the grouping based at the Modderfontein site to Pretoria was identified as a key priority to reduce both fixed and variable costs associated with research activities. The activities housed in Modderfontein focus on the development of market-ready products and technologies which has emerged as a key component of the Unit's value chain in its efforts to move into a more delivery-focused environment. Location of activities on a single site also offers opportunities to realise value of multi-disciplinary integration, a key driver for innovation.

3 INVITATION TO PROPOSAL

Bidders are invited to submit a proposal for the construction of research facilities at Building 18B to house the Medicinal Chemistry and Enzyme Technologies and the construction of research facilities at Building 18D to house the Bioprocessing and Chemical Technologies which will consist of:

- Building 18B – 1609 sqm
- Building 18D – 757sqm

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

4 PROPRIETARY INFORMATION

The 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 the 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 Nhlabathi in writing to supplier@csir.co.za with the subject line: 'The Relocation of Biosciences from Modderfontein to Scientia in Pretoria – RFP – 047/01/10/2009'.

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 Respondents to ensure that the proposal is deposited in the tender box before **12h00 on 30 October 2009**.

Please indicate the discipline for which you are responding i.e. **STRUCTURAL ENGINEERING / ELECTRICAL ENGINEERING / MECHANICAL ENGINEERING SERVICES**.

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

- 8.2** Four 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 and will not be considered.
- 9.2** Each proposal shall be valid for a minimum period of one hundred and twenty (120) 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/s 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 Respondent 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 Respondent 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	16 October 2009
1.1.2 Briefing Session	19 October 2009
1.1.3 Closing/submission Date	30 October 2009
1.1.4 Target date for completion of project	31 May 2011

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 30 October 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 R24.9 million exclusive of VAT and inclusive of all professional services and construction costs. Please note that this budget also includes the services of the Architect and the Quantity Surveyor who have already been appointed, hence they do not appear on the document.

12 PROFESSIONAL INDEMNITY INSURANCE

The service provider 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 the firm or the 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 Service Provider 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 Service Provider is responsible for with respect to the appointment and agreement.
- 12.3** The Professional Indemnity Insurance must be valid for the entire project duration, and it would be preferred that the Professional Indemnity Insurance extends beyond the period of the project, and Service Providers must indicate such in their respective proposals.
- 12.4** NOTE: Provided that adequate professional indemnity insurance cover is held by the Consultant, there would, normally, be no necessity for personal sureties, or guarantees, to be furnished by the Consultant's principals to the Employer.
- 12.5** One exception to the foregoing statement would be when the Consultant operates under limited liability. In such a case the Employer may wish to obtain personal sureties from the Consultant's principals in respect of the first amount that would be payable by the Consultant 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:** 19 October 2009
- Venue:** Building 03 – Project Commons Boardroom C125
- Place:** Meiring Naude Road; CSIR - Gate 3 Entrance, Brummeria, Pretoria
- Time:** 14h00 – 15h00

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.
- 14.3** Valid 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.
- 14.4** 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 Respondents who meet CSIR requirements. If no B-BBEE certificate is available, provide shareholding certificates and certified copies of all Black Shareholders.

- 14.5 Curriculum Vitae's and applicable certificates of key personnel, which will be allocated to this project.
- 14.6 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
- 14.7 Methodology
- 14.8 Signed declaration of Interest – attached to invitation for proposal.
- 14.9 Construction Guarantee form, written confirmation from a Bank or similar Financial Institution that such Bank or Financial Institution will be prepared to bind themselves as Guarantors in providing the Construction Guarantee required by the Principal Building Agreement – 12,5% Variable Construction Guarantee.
- 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 extend 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 Prospective Bidders 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 record 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 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 one hundred and twenty (120) days from the date on which they are to be lodged and may be accepted at any time during the said period of one hundred and twenty (120) 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 / Respondent 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 tenderer 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 price 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 CSIR's decision on proposals received shall be final and binding.