

## Request for Proposals (RFP)

**For the provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.**

**RFP No. 3721/20/03/2026**

Date of Issue	Tuesday, 17 February 2026	
Compulsory Online Briefing Microsoft Teams Session	Date	<b>Wednesday, 25 February 2026</b>
	Time	<b>10:00- 12:00</b>
	Address/Link	<b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/36237299387662?p=PZMbWRakzm56qHVqs8">https://teams.microsoft.com/meet/36237299387662?p=PZMbWRakzm56qHVqs8</a> Meeting ID: 362 372 993 876 62 Passcode: vJ6Fy7sB
Due date for the Submission of Non-Disclosure Agreement	<b>Friday, 27 February 2026 @16:30</b>  <b>Due to the CSIR being a National Key Point, Bidders must first sign the NDA and return it before attending the Physical briefing. The technical documents are to be shared only with those that have signed and returned the NDA.</b>	
Compulsory Physical Site Visit Date and Time	Date	<b>Thursday, 05 March 2026</b>
	Time	<b>11:00-13:00</b>
	Address	CSIR Stellenbosch , Erf 4909 1 Jan Celliers Street, Stellenbosch, 7600
Enquiries	Supply Chain Management	E-mail: <a href="mailto:tender@csir.co.za">tender@csir.co.za</a>
	Please use RFP number and RFP description as subject reference	
Last date for submission of enquiries/clarifications	<b>Friday, 06 March 2026 @16:30</b>	
Electronic Submission	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a> (If tender submission exceeds 25MB multiple emails can be sent)	
Category	Construction	
Closing Date	<b>Friday, 20 March 2026</b>	
Time	<b>16:30</b>	
Bid Validity	180 days	

## TABLE OF CONTENTS

ACRONYMS	4
SECTION A	5
GENERAL RFP TERMS AND CONDITIONS	5
1 INTRODUCTION	5
2 SUBMISSION OF PROPOSALS	5
3 COUNTER CONDITIONS	7
4 FRONTING	7
5 PRICING PROPOSAL	7
6 APPOINTMENT OF SERVICE PROVIDER	8
7 CONTRACT FORM AND SERVICE LEVEL AGREEMENT	8
8 ENQUIRIES AND CONTACT WITH THE CSIR	9
9 MEDIUM OF COMMUNICATION	9
10 CORRECTNESS OF RESPONSES	9
11 VERIFICATION OF DOCUMENTS	9
12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL	10
13 ADDITIONAL TERMS AND CONDITIONS	10
14 SPECIAL CONDITIONS	11
15 DUE DILIGENCE AND RISK ASSESSMENT	12
16 CONFLICT OF INTEREST, CORRUPTION AND FRAUD	12
17 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	14
18 PREPARATION COSTS AND LIMITATION OF LIABILITY	14
19 INDEMNITY	14
20 INSURANCE REQUIREMENTS AND RESPONSIBILITIES	15
21 PRECEDENCE	16
22 TAX COMPLIANCE	16
23 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	16
24 GOVERNING LAW	17
25 CONFIDENTIALITY	17
26 AVAILABILITY OF FUNDS	17
27 PERSONAL INFORMATION	18
28 DISCLAIMER	19
SECTION B	20
EVALUATION METHODOLOGY	20
29 TERMS OF REFERENCE	20
THE SERVICE OFFERING MUST INCLUDE ALL REQUIREMENTS AS SET OUT IN <i>ANNEXURE B – TECHNICAL SPECIFICATIONS</i> .	20
30 EVALUATION CRITERIA	20
31 OBJECTIVE CRITERIA	22
32 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION	22
33 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)	23
34 CIDB GRADING OF SUBCONTRACTORS	24

**RFP STRUCTURE**

SECTION A: GENERAL RFP TERMS AND CONDITIONS

SECTION B: EVALUATION METHODOLOGY / PROCESS

## LIST OF ANNEXURES

- **Annexure A** – Completed and signed Standard Bidding Document (SBD 1) form.
- **Annexure B** – Completed Technical Specification submission, confirming full compliance with the project scope and requirements.
- **Annexure B1** – Completed Contract Data forms, in accordance with the JBCC PBA 6.2 Agreement.
- **Annexure B2** – Fully priced and signed Bill of Quantities (BoQ).
- **Annexure B3** – Design documentation, drawings acknowledged and included as part of the returnable documentation.
- **Annexure B4** – contractor Health and Safety File components as listed in the annexure including valid Letter of Good Standing, Health and Safety Plan, and Baseline Risk Assessment.
- **Annexure C** – Technical Evaluation Matrix
- **Annexure D** – Signed Proposal Form and List of Returnable Documents confirming inclusion of all mandatory and essential returnable.
- **Annexure E** – Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents
- **Annexure F** – Preference Point Award Form
- **Annexure G** – Standard Bidding Document (SBD) 4 Form
- **Annexure H** – RFP Declaration and Breach of Law Form
- **Annexure I** – Signed Mutual Non-Disclosure Agreement (NDA), to be submitted prior to attending the compulsory physical site visit.
- **Annexure J** – Signed Service Level Agreement for post construction maintenance of HVAC
- **Annexure K** – Signed Service Level Agreement for post construction maintenance of LIFT
- **Annexure L** – Minimum Contract Skills Development Goal (CSDG) forms
- **Annexure M** – Extract - Armscor Security Instruction (A – WI – 018) – Chapter 5
- **Annexure N** – Extract - Armscor Security Instruction (A – WI – 018) – Chapter 4
- **Annexure O** – Subcontractor information
- **Annexure P** – Client References Verification Form

**ACRONYMS**

Abbreviation/Acronym	Description
JBCC PBA 6.2 Agreement	The Joint Building Contracts Committee, Principal Building Agreement Edition 6.2 Agreement
SAQA	South African Qualifications Authority
SACPCMP	South African Council for the Project and Construction Management Professions
ROE	Rate of Exchange
TCS	Tax Compliance Status

## **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.

The project was initiated by the Council for Scientific and Industrial Research (CSIR) to upgrade the TSO Facility at the CSIR Stellenbosch Campus due to insufficient office space for existing staff and the inability to support critical research infrastructure. Investigations revealed the necessity to integrate two existing parts of the building and expand the facility's capacity, including workshops, specialised laboratories, and collaborative workspaces, to accommodate a growing workforce and advanced research activities. The primary objective is to modernise the facility to sustain current research operations, enhance compliance with stringent security standards (including ARMSCOR and CSIR norms), and create a functional environment that fosters innovation.

Key focus areas include optimising spatial efficiency, improving logistical workflows, addressing environmental challenges (e.g., dust control), and ensuring secure access systems. The Principal Agent and Project Managers, together with the consulting engineers responsible for design and engineering services, are leading the project's execution. A dedicated team comprising CSIR stakeholders, technical specialists, and external service providers ensures alignment with strategic goals, including compliance and future-proofing the facility for emerging technologies. The project underscores the CSIR's commitment to maintaining a competitive edge in scientific innovation while addressing immediate operational challenges.

#### **2 SUBMISSION OF PROPOSALS**

- 2.1 All proposals are to be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za). No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***). The CSIR business hours are between **08h00** and **16h30**.
- 2.3 All proposal submissions are to be clearly subject-referenced with the **RFP number and RFP Description**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

**PART 1: Technical Proposal (Please indicated the RFP Number on each File/folder)**

**PART 2: Pricing Proposal, Specific Goals claim documentation: RFP No.: (Please indicated the RFP Number on each File/folder)**

- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect 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**

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

### **4 FRONTING**

- 4.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the RFP evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSIR may have against the Bidder / contractor concerned.

### **5 PRICING PROPOSAL**

- 5.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.

- 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 Kindly furnish comprehensive pricing details in accordance with the outlined Bill of Quantities in Annexure B2. It is imperative that the provided pricing strictly adheres to the Bill of Quantities. Any deviation from this guideline may lead to disqualification, as it could render the bid non-responsive.
- 5.6 For prices subject to rates of exchange variations, the items or proportion of the contract price subject to exchange rate variation and the rates of exchange used in calculating the prices must be disclosed. Bidders must indicate the ROE used by 12:00 p.m. (South African Standard Time) on the date of issuing this tender. Bidders must also indicate the source of ROE used. The bidder must provide a total cost breakdown and escalation formula.
- 5.7 Upon bid acceptance, prices will be fixed firm and valid for the duration of the contract period. It is the bidder's responsibility to mitigate against ROE fluctuations, beyond what was catered for under section 5.2.

## **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 CONTRACT FORM AND SERVICE LEVEL AGREEMENT**

- 7.1 Upon award the CSIR and the successful bidder will conclude an agreement in line with the applicable form of contract (JBCC PBA 6.2 Agreement) regulating the specific terms and conditions applicable to the services being procured by the CSIR.



- 7.2 The CSIR reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to the organisation.
- 7.3 The JBCC PBA 6.2 will govern the construction phase, and a Service Level Agreement (SLA) as per Annexure J and Annexure K, will govern the additional post-construction maintenance year.

## **8 ENQUIRIES AND CONTACT WITH THE CSIR**

- 8.1 Any enquiry regarding this RFP shall be submitted in writing to CSIR to the email and format outlined in the table on the cover page of this RFP document.
- 8.2 Any other contact with CSIR personnel or the companies 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**

- 9.1 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.

- 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**

- 12.1 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.
- 12.2 In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **13 ADDITIONAL TERMS AND CONDITIONS**

- 13.1 A bidder shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.
- 13.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 13.3 In case of proposal/s from a joint venture, the following must be submitted together with the proposal/s:
- 13.3.1 A joint venture agreement signed by both parties clearly indication the lead partner, including split of work.
- 13.3.2 Copy of a valid certificate or consolidated B-BBEE scorecard.
- 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 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 tenders 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 DUE DILIGENCE AND RISK ASSESSMENT**

- 15.1 CSIR has a legal and moral obligation to ensure that a successful bidder's financial position does not place public money or services at unacceptable risks and will therefore perform due diligence and risk assessment of recommended bidder(s)' prior to award.
- 15.2 As part of due diligence and risk assessment, the bidder must ensure that the bidder is complying to all regulatory prescripts, including industry regulations specific to the commodity/services procuring, that are applicable to this tender, as well as ethical business practices. CSIR has the right to request evidence of this compliance from the bidder, and third parties, for purposes of the due diligence exercise and for audit or contracting arrangements.
- 15.3 If a due diligence exercise reveals that a recommended bidder does not comply with CSIR's risk appetite or compliance requirements, then CSIR has the right not to make an award to the recommended bidder.
- 15.4 The recommended bidder(s) will be required to consent in the agreement to continuous and in-depth due diligence to ensure ethical business practices throughout the term of the tender.

## **16 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 16.1 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").
- 16.1.1 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.
- 16.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 16.1.3 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 to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 16.1.4 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.
- 16.1.5 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.
- 16.1.6 has in the past engaged in any matter referred to above; or

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

## **17 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 17.1 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.
- 17.2 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.

## **18 PREPARATION COSTS AND LIMITATION OF LIABILITY**

- 18.1 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.
- 18.2 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 because of the Bidder's participation in this Bid process.

## **19 INDEMNITY**

- 19.1 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.

## **20 INSURANCE REQUIREMENTS AND RESPONSIBILITIES**

This section outlines the insurance responsibilities of the Employer (CSIR) and the Contractor, as applicable to this project and in accordance with the JBCC Principal Building Agreement (Edition 6.2, May 2018).

### **20.1 Employer (CSIR) Responsibilities**

- a. The Employer shall maintain general Public Liability insurance for Employer premises as per CSIR group policies.

### **20.2 Contractor Responsibilities**

- a. The Contractor shall maintain Public Liability Insurance to the minimum value of R15,000,000 for any one claim, covering injury, loss, or damage to third-party persons or property arising from performance of the Works.
- b. The Contractor shall ensure inclusion of Special Risk (SASRIA) insurance within the Contract Works Insurance (CWI) scope or maintain a separate SASRIA policy as applicable.
- c. The Contractor shall provide Workmen's Compensation Insurance in compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
- d. The Contractor shall insure all construction plant, tools, and equipment used for the Works, including any temporary works or scaffolding not covered by the Employer's insurance.
- e. The Contractor shall insure materials stored off-site that are intended for incorporation into the Works, where ownership has been transferred to the Employer.
- f. The Contractor shall submit proof of all insurances to the Principal Agent prior to commencement of the Works and maintain these policies for the full duration of the contract.

### **20.3 Compliance and References**

- a. All insurance provisions shall comply with Clauses 10.0 to 11.0 of the JBCC Principal Building Agreement (Edition 6.2, May 2018).

- b. The Employer and Contractor shall each be responsible for ensuring that their respective policies remain valid and adequate for the duration of the Works.
- c. Certificates of Insurance shall be submitted to the Principal Agent prior to possession of the site being granted.

## **21 PRECEDENCE**

- 21.1 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.

## **22 TAX COMPLIANCE**

- 22.1 No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax compliant, 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 arranged to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.
- 22.2 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 if such bidder does not remain tax compliant for the full term of the contract.

## **23 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- 23.1 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.

## **24 GOVERNING LAW**

- 24.1 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.
- 24.2 Any disputes shall be referred to adjudication in terms of JBCC Clause 30, with the seat of arbitration in Cape Town, Western Cape High Court jurisdiction.

## **25 CONFIDENTIALITY**

- 25.1 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.
- 25.2 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.
- 25.3 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.

## **26 AVAILABILITY OF FUNDS**

- 26.1 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
- CSIR RFP No. 3721/20/03/2026

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.

## **27 PERSONAL INFORMATION**

- 27.1 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.
- 27.2 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).
- 27.3 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.
- 27.4 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.
- 27.5 Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause

30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders' compliance with the requisite POPI Act safeguards.

## **28 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 regarding 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

### 29 TERMS OF REFERENCE

This RFP is for the provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.

The service offering must include all requirements as set out in **Annexure B** – Technical Specifications.

### 30 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 ALL the criteria set on paragraph 30.130.1 on <b>Phase 1</b> below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a predetermined minimum threshold of <b>50%</b> on each of the individual criteria, and a predetermined minimum threshold of <b>70%</b> on 100 points overall. Only bidder (s) who met and/or exceeded the minimum threshold points in <b>Phase 2</b> below will proceed to Price and Preference Points Evaluation. (Phase 3)	Bidder(s) will be evaluated out of <b>100 points</b> i.e., the <b>80/20</b> system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included), or the <b>90/10</b> system for requirements with a Rand value above R50 000 000 (all applicable taxes included). <b>The lowest acceptable tender will be used to determine the applicable preference point system.</b>	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).  Due diligence on reference letters will be done with the recommended bidder to verify the truthfulness of submitted reference checks. Should the due diligence outcome not reflect the scope of the project, the bidder will be disqualified.

### 30.1 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](mailto:tender@csir.co.za) would be considered).
- c) Proposals submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- d) Bidder that is listed on the NT database of restricted suppliers and Tender Defaulters will not be considered.
- e) Bidders that fail to attend the compulsory briefing session online (Microsoft Teams) will not be considered.
- f) Bidders that fail to attend the compulsory physical site visit will not be considered.
- g) Bidder that is not actively registered on the CIDB register of contractors for 7GB or higher.
- h) Bidders that did not submit mandatory returnable documents as listed on **Annexure D: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table)**.

### 30.2 Technical Evaluation Criteria (Phase 2)

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

No	ELEMENT	WEIGHT
1	Bidders experience	35
2	Project Technical Team	40
3	Quality Control Plan	15
4	Technical and methodology approach	10
<b>TOTAL (%)</b>		<b>100</b>

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 criterion will be eliminated from further evaluation for Price and preference points.

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

### 30.3 Price and Preference Points Evaluation (Phase 3)

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

## 31 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:

- 31.1 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.
- 31.2 Bidders must have a Current Ratio greater than 1 or higher. Latest Audited Annual Financial Statements must be provided.
- 31.3 Due diligence on reference letters will be done with the recommended bidder to verify the truthfulness of submitted reference checks. Should the due diligence outcome not reflect the scope of the project, the bidder will be disqualified.

## 32 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. 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](http://www.csd.gov.za);

- provide the CSIR of their CSD registration number.

### 33 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

- 33.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the closing date and time of this RFP submissions, with a grading of **7GB** or **higher** will be considered.
- 33.2 Joint ventures are eligible to submit proposals provided that at:
- a) Every member of the joint venture is registered with the CIDB;
  - b) The lead partner has a contractor grading designation in the **7GB** or higher 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;
  - c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **7GB** or higher of construction work.
- 33.3 The contractor shall achieve in the performance of the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No. 48495 of 28 April 2023.
- 33.4 The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.
- 33.5 The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### 34 CIDB GRADING OF SUBCONTRACTORS

- 34.1 The appointed contractor has the responsibility to ensure that the subcontractors that will be appointed should be registered on the CIDB class of work and grading applicable to the scope of work.

### 35 LOCATION

- 35.1 During the construction phase, the Building Contractor is required to be physically on site throughout the duration of the project.
- 35.2 During the maintenance phase / warrantee period the Building Contractor is required to be physically on site as and when required. If not locally based and in the event of any emergency or ad hoc meeting, the Building Contractor (or the representative) must also be able to attend to the site within 24 hours of notice. **The contractor should give assurance that they will meet the 24-hour notice SLA.**



**ANNEXURE A****STANDARD BIDDING DOCUMENT (SBD) 1****PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR</b>					
BID NUMBER:	RFP No. 3721/20/03/2026	CLOSING DATE:	Friday, 20 March 2026	CLOSING TIME:	16:30
DESCRIPTION	Building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The CSIR requires that all tender submissions be submitted electronically to <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number RFP No. 3721/20/03/2026 and description of the tender as the subject on your email.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM		CONTACT PERSON	SCM	
TELEPHONE NUMBER	012 841 2911		TELEPHONE NUMBER	012 841 2911	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>		E-MAIL ADDRESS	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO  
**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B: TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**ANNEXURE B****TECHNICAL SPECIFICATIONS**

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction**

**RFP No. 3721/20/03/2026**

**1. INVITATION FOR PROPOSAL**

Proposals are hereby invited from contractors for the provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.

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 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 provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.

**2. PROPOSAL REQUIREMENTS**

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

## 2.1 Technical Proposal (as per evaluation criteria)

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

### 2.1.1 Company experience

#### a. Company profile

Bidders must submit a company profile limited to ten pages detailing their number of years of services in similar construction projects.

- Company profile must be relevant to the scope of the project and the organogram of the company.
- The company must have a minimum of 6 years' experience.

#### b. Reference letters or completion certificates

Bidder(s) should complete the information requested below and provide a minimum of five (5) reference letters or completion certificates demonstrating experience in similar projects in relation to the scope of work over the last ten (10) years (2015 – 2025).

- Bidder's Experience for delivering and completing a multidisciplinary (Building works, Architect, Electrical, HVAC, Fire, Civil, Structural, etc.) project in built environment reflecting the following aspects:
  - A minimum of 5 reference letters or completion certificates submitted with a list of completed projects in the table 2.1.1.

NB:

- All work done (reference letters) should be from the client who received the service
- The site where work was done must be accessible for vetting (reference checks)  
Bidders to note Annexure P which is part of other essential returnables and will be required from the highest scoring bidder on technical evaluations. The highest scoring bidder will be expected to share annexure P with the clients who received the service.
- Reference letters should be contactable
- The above will be done only for the recommended bidder

**The description should be put in tabular form with the following headings**

**Table 2.1.1 – Bidders experience**

Client, contact person and telephone number	Description of work (service)	Value of work (the service provided) inclusive of VAT (ZAR)	Year completed	Profile attached (Yes/ No)	Reference letter or completion certificate attached (Yes /No)


### 2.1.2 Project team

- a. It is important to note that TSO is a top-secret environment. The top secret is cleared by ARMSCOR. This is related to the requirements of clearing the environment and the individuals accessing the environment. This restricts the foreign contractors to work in the TSO space.

NB: Only resources with South African Citizenship are acceptable. Security clearance is not required. Access will be managed daily through the TSO security cleared personnel.

#### a. Professional Construction Manager - PrCM

Bidder must provide a Curriculum Vitae (CV) of a Professional Construction Manager (Pr.CM):

- The Construction Manager must have a minimum of 10 years' experience (after registration) and must be available for implementation.
- Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager with an active Professional Registration (Pr.CM) number.
- Only resources with South African Citizenship are acceptable (bidders must submit acceptable form of identification in South Africa – RSA ID)
  - The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). The Professional Construction Manager must be available full-time to the project. NB: Proof of employment is a signed letter confirming that the resource is currently working for the organization. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.

#### b. Construction Health and Safety Officer -CHSO

Bidder must provide a Curriculum Vitae (CV) of the Construction Health and Safety Officer (CHSO):

- Curriculum Vitae showing the experience as a Construction Health and Safety Officer, demonstrating eight (8) minimum working experience (after registration).

- Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) for Construction Health and Safety with an active Professional Registration (CHSO) number.
- Only resources with South African Citizenship are acceptable (bidders must submit acceptable form of identification in South Africa – RSA ID)
- The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). The Professional Construction Health and Safety Officer must be available full-time to the project. NB: Proof of employment is a signed letter confirming that the resource is currently working for the organization. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.

**c. Refrigeration and / or Air Conditioning Installer**

Bidder must provide a Curriculum Vitae (CV) of the Refrigeration and / or Air Conditioning Installer.

- Refrigeration and Air Conditioning Installer demonstrating at least have five (5) years' experience.
- Refrigeration and Air Conditioning Installer must possess a valid Air Conditioning and/or Refrigeration Trade Test Certificate.
- Valid registration with the South African Qualification and Certification Committee (SAQCC) under category B6 of Safe handling of refrigeration gases
- The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). NB: Proof of employment is a signed letter confirming that the resource is currently working for the organisation. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.

**d. Electrical Installer**

Bidder must provide a Curriculum Vitae (CV) of an Electrical Installer.

- The Electrical Installer must be registered with the Department of Labour in accordance with Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) - certified proof.
- Certified proof of registration as an Electrician (for 3 phase installations).



- Five (5) years' minimum working experience on electrical installation.
- Only resources with South African Citizenship are acceptable (bidders must submit acceptable form of identification in South Africa – RSA ID)
- The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). NB: Proof of employment is a signed letter confirming that the resource is currently working for the organization. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.

### **2.1.3 Quality Control plan**

The quality Control Plan should address the following 5 aspects:

- a) Quality control practices and procedures
- b) Rigging plan
- c) Fall protection plan
- d) Waste management
- e) Handover and commissioning

### **2.1.4. Technical and methodology approach**

The technical methodology approach must respond to the scope of work and address the 4 aspects:

- a) Health and Safety Plan – ensure safe and healthy working operations.
- b) Programme of works (pdf Ghant Chart) not exceeding twelve (12) months from the date of handover. The programme should preferably be sent in MS Project format. Alternatively, the programme may be sent in XML format and should be able to be imported into MS Project. The programme should outline processes, procedures and associated resources, and when to meet the requirements. The programme should exclude public holidays and December builder's break. The programme should indicate the critical path.

- c) Decanting - partial handover without affecting the existing operation of TSO. We want to continue with our work during construction in the process while able to move people from one area to the other. Work is required to move the equipment and people from one area to the other during construction. Work is required to move the equipment and people from one area to the other during construction. We have a hoarding plan to restrict the contractors' access during construction. The movement of specialized equipment will be managed by TSO. TSO will contract the services of specialized contractors to move the equipment. The contractor is expected to provide a plan showing at what stage the facility would need to be cleared, what is moving where, and when they will work in a particular area. The contractor must clarify what access will be required and to which area of the existing building. Armscor Security Instruction (A\_WI-018) has been made available which describes Armscor Security Instruction with regards to security (chapter 5) and chapter 4 (Photographs). The instruction does not specifically refer to building construction, but it addresses contractors that support or work in specific projects within the ARMSCOR regulated area. Access to restricted areas must be controlled at all stages – hence the requirement for additional security personnel. The contractor will provide a list of personnel that will be working on a daily basis. The personnel will at all times be verified through their identity document. Only South Africans will be allowed to access the construction area. The CSIR security guard will manage access according to the list provided by the contractors. The TSO Storeman will monitor access in specific security cleared areas.
- d) Risk management plan - (identify at least 5 possible construction risks applicable to this project and state how you will mitigate them).

## 2.2 Financial Proposal:

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

- a) Cover Letter.
- b) Completed Bill of Quantities (***Annexure B2***)
- c) Latest Audited Annual Financial Statements).
- d) CSD registration report.

### **3. PROPOSAL SPECIFICATION**

The detailed specification is not included in this document, but it will be provided as an annexure (Annexure B).

#### **3.1 SCOPE OF WORK**

It is important to note the following:

The planned construction period will span a maximum of 12 months, and the successful bidder will be required to submit a programme for the works to the CSIR within fifteen (15) working days of receiving the construction information, in accordance with clause 12.2.6 of the JBCC Principal Building Agreement (Edition 6.2)

The prospective contractor is expected to ensure service and maintenance for at least twelve months (1 year) in line with OEM and statutory requirements for the lift and the HVAC.

Bidder must provide a signed letter confirming that all equipment supplied and work done as part of this contract shall be maintained twelve (12) months from the date of practical completion and all the guarantees and warranties shall be managed according to their specific requirements. In the signed letter the bidder must also confirm that they will ensure their availability and attendance during the latent defects period with regards to other works such as general building, civil, structural, fire, electrical and electronic works. In the signed letter, the bidder must also confirm quarterly service and maintenance intervals for the duration of the contract.

The scope of work was compiled in consultation with the CSIR-appointed engineers.

The appointed contractor will execute the works in close coordination with -, and under the technical guidance and quality oversight of, the CSIR-appointed engineers

The scope of work is aligned with operational needs and security standards as per the technical specification provided in detail on Annexure B: Technical specification and includes the following:

##### **3.1.1 Architectural**

- General arrangement drawings (plans, elevations, sections).

- Detailed internal layouts for labs, offices, workshops and canteen.
- Finishes and materials schedules.
- Façade design.
- Accessibility compliance.

#### **3.1.2. Structural Engineering**

- Foundation designs
- Structural layouts for slabs, beams, roof & lightwell.
- Demolition requirements.

#### **3.1.3. Mechanical Engineering**

- Unitary DX HVAC system and duct layouts.
- Centralised soldering extraction.
- Greywater/rainwater reuse.
- Laboratory ventilation systems will provide dedicated outside air supply using custom VRF DOAS AHUs with primary and secondary filtration (EU04 and EU08 efficiency) to meet contaminant control requirements.

#### **3.1.4. Fire Protection**

- Engineer designed rational fire design as per SANS 10400 Part T.
- Escape routes and smoke ventilation
- New fire water supply solution.
- Fire detection and alarm system.
- Compliance with fire safety regulations (SANS 10400 and SANS 10139), accessibility standards (SANS 10400 Part S), and other statutory requirements will be enforced.

#### **3.1.5. Electrical and Electronic**

- Electrical reticulation layouts, DB schedules, and single-line diagrams.
- Lighting layouts and emergency lighting.
- ICT and data infrastructure including new point of presence (POP) room.
- Electronic security: access control, CCTV, alarm, and fire detection.
- Provision for future PV system.
- All laboratory areas and offices will be fitted with card reader access controls (both sides), magnetic locks, break-glass release systems, and door closers to ensure restricted entry.

- Network infrastructure will include secure ethernet (CAT 6E and fibre in steel conduits) and Wi-Fi access points for open network use, with offices equipped with both open and secure network ports.
- Protection of fibre routes and provisions for VPN connectivity are to be incorporated.

#### 3.1.6. Civil Engineering

- New external parking.
- Trafficable grid over stormwater channel.
- Stormwater drainage.

#### 3.1.7. Occupational Health & Safety

- Project specific Occupational Health & Safety requirements.
- All Contractors shall comply with the OHS requirements attached as **Annexure B4**. The information contained therein forms part of the tender submission and will be used for the Construction Work Permit application. Compliance with the CSIR Health and Safety Specification and these CHS Requirements is mandatory.

### 3.2 SUB-CONTRACTORS

The Tenderer shall submit, as part of the tender offer, a schedule listing all proposed sub-contractors, including their respective scopes of work and CIDB grading (where applicable).

The CSIR reserves the right, at its sole discretion, to review, discuss, and negotiate the proposed sub-contractors with the shortlisted tenderers prior to acceptance. The Employer's approval of any proposed sub-contractor shall not relieve the Contractor of any of its obligations or liabilities under the Contract.

The contractors will not be disqualified for the submission of this information, however the review, discussion and negotiation shall be within the acceptable price range and agreed prior to acceptance. The review, discussion and negotiation shall be done only with the recommended bidder.

## 4 CRITERIA FOR PARTICIPATION IN THE COMPULSORY ONLINE BRIEFING SESSION AND COMPULSORY PHYSICAL SITE VISIT

### 4.1 Compulsory Online (MICROSOFT TEAMS) Briefing Session

All potential bidders are welcome to attend the compulsory online briefing session via the Microsoft Teams link available on Page 1 of this document.

During the briefing session, bidders will be required to type in the Microsoft Teams chat box the following as this will be used as an attendance register:

- Name of the company
- Contact person
- Email address

**Note:** Bidders who fail to attend the compulsory online (Microsoft Teams) briefing session will be excluded from attending the compulsory site visit.

### 4.2 Compulsory Physical Site Visits Logistics

The Bidder must meet the following mandatory criteria for participation in the Compulsory Site Visit Session:

- a. Submit a fully completed and signed **Annexure I** - Mutual NDA (Non-Disclosure Agreement).
- b. Bidders will only be allowed to attend the compulsory site visit if they have attended the compulsory online (Microsoft Teams) briefing session.

**Note:** The **Annexure I - Mutual NDA (Non-Disclosure Agreement)** must be submitted by no later than the submission date and time as communicated on Page 1 of this document. Bidders who fail to submit the completed and signed Non-Disclosure Agreement will be excluded from attending the compulsory site visit.

Please take note of the following Safety Protocols to follow when visiting the CSIR site/s for the Compulsory Physical Site Visits/inspection:

**a. Safety Apparel**

- Non-slip closed safety shoes (no high-heeled shoes or sandals), no need for hard hats or goggles.

**b. Prior to Compulsory Physical Site Visits**

- All bidders attending the Compulsory Physical Site Visit must prior to the visit watch the CSIR Safety and Health video via the following link - [CSIR Site Safety, Health and Environmental Awareness – YouTube](#) (Please press control and click the link to view this video before visiting any of the CSIR sites).

**c. Conduct during Compulsory Physical Site Visit**

- Due to the security clearance of the area, the contractors are not allowed to take pictures / photographs of the facility during the physical briefing session.
- No pens, paper or other stationery will be distributed. Bidders need to bring their own pens, notepads, etc.
- Each bidder must have no more than two (2) representatives attending the compulsory physical site visit. If the group is too big, the session will be split into two. The representatives must provide a valid acceptable form of identification in South Africa at the CSIR reception areas.
- No refreshments will be served during the Compulsory Physical Site Visits.

**ANNEXURE C****TECHNICAL EVALUATION MATRIX****RFP No. 3721/20/03/2026**

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction.**

The CSIR will review all proposals based only on evidence submitted as part of the bidder's proposal. Provide evidence and describe processes where applicable to assist the CSIR with its evaluation. The final interpretation of evidence and proposed solutions resides with the CSIR, and this interpretation will be used as the basis for evaluation against the requirements in **Annexure B - Specifications** and the functional criteria as described in this document.

Bidders should note that information provided in the submitted proposals will be reflected in the service level agreement that will be signed with the successful Bidder.

The bidders will be evaluated according to the functional/technical evaluation criteria in the table below. Bidders' ability to do the work will be demonstrated through their company experience, project team, quality control plan, and technical methodology).

Scoring sheet to be used to evaluate functionality

***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***



## ANNEXURE C

### TECHNICAL EVALUATION MATRIX RFP No. 3721/20/03/2026

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction**

Criteria and criteria description	Score description	Score	Weight (%)
1.Company experience			35
1.1 Company profile and age of the company <ul style="list-style-type: none"><li>Bidder must submit a detailed company Profile (not more than 10 pages).</li><li>Company profile must indicate years in service in rendering services that are relevant to the scope of the project and must also include the organogram of the company.</li><li>The company must have a minimum of 6 years’ experience.</li></ul>	No profile submitted or profile is irrelevant or less than 6 years= 0	0	5
	The profile is relevant to the scope of the project, and the age of the company is 6 and less than 9 years	5	
	The profile is relevant to the scope of the project, and the age of the company is 9 and less than 10 years	7	
	The profile is relevant to the scope of the project and the age of the company is > 10 years	10	
1.2 Reference letter or completion certificates  Bidder’s Experience for delivering and completing a multidisciplinary (Building works, Architect, Electrical, HVAC, Fire, Civil, Structural, etc.) project in built environment reflecting the following aspects: <ul style="list-style-type: none"><li>A minimum of 5 reference letters or completion certificates submitted with a list of completed projects in the table in Point 2.1.1.</li><li>The projects should be completed in the past ten years by closing date of this RFP.</li><li>NB: Reference letters should be contactable</li><li>All work done (reference letters / completion certificates) should be from the client who received the service</li></ul>	Less than 5 reference letters / completion certificates, no reference letters / No completion certificates or reference letters / completion certificates are not relevant to the scope of the project	0	30
	5-7 relevant reference letters / completion certificates	5	
	8-9 relevant reference letters /completion certificates	7	
	More than 10 relevant reference letters/ completion certificates	10	

<ul style="list-style-type: none"> <li>All work done (reference letters / completion certificates) should be from the client who received the service</li> <li>The site details and contact numbers must be provided as requested according to table 2.1.1</li> <li>NB: The references will be verified, and due diligence will be done as per the objective criteria</li> </ul>			
<b>2. Project technical Team</b>			
<b>2.1 Professional Construction manager (Pr.CM)</b> Curriculum vitae demonstrating ten (10) years minimum working experience as a Professional Construction Manager in a multidisciplinary construction project, relevant to the scope of the project. The Professional Construction Manager must be available full-time to the project.	<10 years' experience working in multidisciplinary construction projects, relevant to the scope of the project	<b>0</b>	<b>10</b>
	10 and less than 13 years' experience working in multidisciplinary construction projects, relevant to the scope of the project	<b>5</b>	
	13 and less than 15 years' experience working in multidisciplinary construction projects, relevant to the scope of the project	<b>7</b>	
	>15 years' experience working in multidisciplinary construction projects, relevant to the scope of the project	<b>10</b>	
<b>2.2 Construction Health and Safety Officer (CHSO)</b> Curriculum Vitae demonstrating experience as a Construction Health and Safety Officer. The Health and Safety Officer should demonstrate adherence to health, safety and the environmental aspects related to the nature of the project must demonstrate eight (8) years minimum working experience as a Safety Officer. The Construction Health and Safety Officer must be available full-time to the project.	<8 years' experience working as a Safety Officer	<b>0</b>	<b>10</b>
	8 and less than 11 years' experience working as a Safety Officer	<b>5</b>	
	11 and less than 15 years' experience working as a Safety Officer	<b>7</b>	
	>15 years' experience working as a Safety Officer	<b>10</b>	
<b>2.3 Refrigeration and Air conditioning Installer (10 points)</b> Curriculum Vitae demonstrating five (5) years working experience in refrigeration installation, air-conditioning and maintenance thereof. A Technician in Refrigeration and Air Conditioning should demonstrate experience and knowledge in similar projects	<5 years' experience working as a Refrigeration and Air Conditioning	<b>0</b>	<b>10</b>
	5 and less than 8 years' experience working as a Refrigeration and Air Conditioning	<b>5</b>	
	8 and less than 10 years' experience working as a Refrigeration and Air Conditioning Installer	<b>7</b>	
	>10 years' experience working as a Refrigeration and Air Conditioning Installer	<b>10</b>	
	<5 years' experience working as an Electrical Installer	<b>0</b>	<b>10</b>

<b>2.4 Electrical Installer</b> Curriculum Vitae demonstrating experience as an Electrical Installer. Five (5) years' minimum working experience in three phase installations	5 and less than 8 years' experience working as an Electrical Installer	<b>5</b>	
	8 and less than 10 years' experience working as an Electrical Installer	<b>7</b>	
	>10 years' experience working as an Electrical Installer	<b>10</b>	
<b><u>3.Quality Control Plan</u></b> The Quality Control Plan should address the following 5 aspects: -Quality control practices and procedures -Rigging plan -Fall protection plan -Waste management -Handover and commissioning	Quality control plan is not submitted or not relevant to the scope of the project	<b>0</b>	<b>15</b>
	Quality control plan addresses all the required aspects, but the information provided is generic and is not specific to the scope of the project	<b>5</b>	
	Quality control plan addresses all the required aspects, and the aspects adequately show the bidders understanding of the scope of the project	<b>7</b>	
	Quality control plan addresses all the required aspects, and the aspects adequately show the bidders' understanding of the scope of the project. Bidder has addressed any other additional aspect(s) that will contribute to the delivery of the project	<b>10</b>	
<b><u>4.Technical and methodology approach (10 points)</u></b> The technical methodology approach must respond to the scope of work and address the 3 aspects: <b>Health and Safety Plan</b> - ensure safe and healthy working operations - Programme of works (pdf Ghant Chart) not exceeding twelve (12) months from the date of handover. The programme should preferably be sent in MS Project format. Alternatively, the programme may be sent in XML format and should be able to be imported into MS Project. The programme should outline processes, procedures and associated resources, and when to meet the requirements. The programme should exclude public holidays and December builder's break. The programme should indicate the critical path  - <b>Decanting</b> - partial handover without affecting the existing operation of TSO. We would like to continue with our work during construction in the process while able to move people from one area to the other - <b>Risk management plan</b> - (identify at least 5 possible construction risks relevant to the project and state how you will mitigate them)	Technical methodology approach is not submitted or not relevant to the scope of the project	<b>0</b>	<b>10</b>
	Technical methodology approach addresses all the required aspects, but the information provided is generic and is not specific to the scope of the project	<b>5</b>	
	Technical methodology approach addresses all the required aspects, and the aspects adequately show the bidders understanding of the scope of the project	<b>7</b>	
	Technical methodology approach addresses all the required aspects, and the aspects adequately show the bidders' understanding of the scope of the project. Bidder has addressed any other additional aspect(s) that will contribute to the delivery of the project	<b>10</b>	

## Annexure D

### Proposal Form and List of Returnable Documents

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction**

**RFP No. 3721/20/03/2026**

I/We \_\_\_\_\_

[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_ in my capacity as

\_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should CSIR decide to enter into Post Tender Negotiations with shortlisted bidder(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:

1. General RFP Terms and Conditions; and [CSIR's Purchasing Terms and Conditions](#) 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **NOTIFICATION OF AWARD OF RFP**

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

### **VALIDITY PERIOD**

CSIR requires a validity period of 180 [One Hundred eighty calendar Days from closing date] against this RFP.

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

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

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

0. Registration number of company / C.C.

\_\_\_\_\_

1. Registered name of company / C.C.

\_\_\_\_\_

2. 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 will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

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

MANDATORY RETURNABLE DOCUMENTS FOR ELIMINATION	SUBMITTED [Yes/No]
A Valid CIDB contractor Designation 7GB or Higher.	
Bidder to provide the CIDB CRS number or the actual CIDB document showing their active grade and class	
In the case of Joint Ventures, the bidder must submit a copy of the signed Joint Venture Agreement. (The Joint Venture Agreement must be signed by all parties.)	
The bidder must submit a valid Letter of Good Standing with the Compensation for Occupational Injuries and Diseases Act (COIDA) or any other private insurer.	
<b>Professional Construction Manager</b>	
<ul style="list-style-type: none"> <li>The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). The Professional construction manager must be available full-time to the project. NB: Proof of employment is a signed letter confirming that the resource is currently working for the organisation. NB: If the contracting</li> </ul>	

agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.	
<ul style="list-style-type: none"> <li>Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager with an active Professional Registration (Pr.CM) number.</li> </ul>	
<b>Construction Health and Safety Officer</b>	
<ul style="list-style-type: none"> <li>Bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). The Construction Health and Safety Officer must be available full-time to the project. NB: Proof of employment is a signed letter confirming that the resource is currently working for the organisation. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.</li> </ul>	
<ul style="list-style-type: none"> <li>Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) for Construction Health and Safety with an active Professional Registration (CHSO) number.</li> </ul>	
<b>Refrigeration Installer</b>	
<ul style="list-style-type: none"> <li>The bidder to provide proof of the assigned resource (Proof of employment or contracting agreement). NB: Proof of employment is a signed letter confirming that the resource is currently working for the organisation. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.</li> </ul>	
<ul style="list-style-type: none"> <li>Valid Air Conditioning and/or Refrigeration Trade Test Certificate.</li> </ul>	



<ul style="list-style-type: none"> <li>Valid registration with the South African Qualification and Certification Committee (SAQCC) under category B6 of Safe handling of refrigeration gases.</li> </ul>	
<b>Electrical Installer</b>	
<ul style="list-style-type: none"> <li>Electrical Installer to provide valid proof of the assigned resource (Proof of employment or contracting agreement). NB: Proof of employment is a signed letter confirming that the resource is currently working for the organisation. NB: If the contracting agreement is not yet available, the bidder should attach the signed letter of intent confirming that in the event that the bidder is successful, then the signed contracting agreement will be made available.</li> </ul>	
<ul style="list-style-type: none"> <li>Electrical Installer must submit a valid proof of registration as an electrical contractor with the Department of Employment &amp; Labour for three phase installations</li> </ul>	

**b) Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes:**

**Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
Bidder must submit a fully completed Annexure B2 – Pricing Schedule or Bill of Quantities	
<p><b>Annexure F:</b> Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points)</p> <ul style="list-style-type: none"> <li>Valid copy of BBBEE certificate/ sworn affidavit <ul style="list-style-type: none"> <li>✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <b><u>individual B-BBEE Certificate or Sworn Affidavit</u></b>.</li> <li>✓ In case of sub-contracting both parties must submit copies of their valid BBBEE certificates.</li> </ul> </li> </ul> <p>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 <b><u>be invalid</u></b>, the joint venture scorecard will also be invalid.</p>	
<b>Company profile</b>	
<ul style="list-style-type: none"> <li>Bidder must submit a detailed company Profile (not more than 10 pages). Company profile must be relevant to the scope of the project</li> </ul>	
<b>Reference letters or Completion certificates</b>	
<ul style="list-style-type: none"> <li>Bidder must submit a minimum of 5 reference letters or completion certificates submitted with a list of completed projects in the table 2.1.1 in Paragraph 2.1.1. with the following details: company name, contact person and telephone number, description of work (service), Value of work / service inclusive of VAT (ZAR), Year completed.</li> </ul>	
<b>Professional Construction Manager</b>	

<ul style="list-style-type: none"> <li>Bidder must submit a Curriculum vitae demonstrating 6 years minimum working experience as a Professional Construction Manager in a multidisciplinary construction project, relevant to the scope of the project. The Professional Construction Manager must be available full-time to the project.</li> </ul>	
<b>Construction Health and Safety Officer</b>	
<ul style="list-style-type: none"> <li>Bidder must submit a Curriculum Vitae demonstrating experience as a Construction Health and Safety Officer. The Construction Health and Safety Officer should demonstrate adherence to health, safety and the environmental aspects related to the nature of the project, 6 years minimum working experience as a Construction Health and Safety Officer. The Construction Health and Safety Officer must be available full-time to the project.</li> </ul>	
<b>Refrigeration Installer</b>	
<ul style="list-style-type: none"> <li>Bidder must submit a Curriculum Vitae of a Refrigeration Installer demonstrating five (5) years working experience in refrigeration installation, air-conditioning and maintenance thereof. A Technician in Refrigeration and Air Conditioning should demonstrate experience and knowledge relevant to the scope of the project.</li> </ul>	
<b>Electrical Installer</b>	
<ul style="list-style-type: none"> <li>bidder must submit a Curriculum Vitae demonstrating experience as an Electrical Installer. Five (5) years' minimum working experience working a Electrical installer</li> </ul>	
<b>Quality Control plan</b>	
<ul style="list-style-type: none"> <li>Quality control practices and procedures</li> </ul>	
<ul style="list-style-type: none"> <li>Rigging plan</li> </ul>	
<ul style="list-style-type: none"> <li>Fall protection plan</li> </ul>	
<ul style="list-style-type: none"> <li>Waste management</li> </ul>	
<ul style="list-style-type: none"> <li>Handover and commissioning</li> </ul>	
<b>Technical and methodology approach</b>	

<ul style="list-style-type: none"> <li>Health and Safety Plan – ensure safe and healthy working operations.</li> </ul>	
<ul style="list-style-type: none"> <li>Programme of works (Ghant Chart) not exceeding twelve (12) months from the date of handover. The programme should preferably be sent in MS Project format. Alternatively, the programme may be sent in XML format and should be able to be imported into MS Project. The programme should outline processes, procedures and associated resources, and when to meet the requirements. The programme should exclude public holidays and December builder's break. The programme should indicate the critical path.</li> </ul>	
<ul style="list-style-type: none"> <li>Decanting - partial handover without affecting the existing operation of TSO. We would like to continue with our work during construction in the process while able to move people from one area to the other</li> </ul>	
<ul style="list-style-type: none"> <li>Risk management plan - (identify at least 5 possible construction risks and state how you will mitigate them).</li> </ul>	

**Other Essential Returnable Documents:**

**Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals or within seven (7) days upon request.**

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

<b><u>OTHER</u> ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
<ul style="list-style-type: none"> <li>Latest Audited Annual Financial Statements must be provided.</li> </ul>	
<ul style="list-style-type: none"> <li>Company registration documents issued by CIPC.</li> </ul>	
<ul style="list-style-type: none"> <li>CSD registration report</li> </ul>	

<ul style="list-style-type: none"> <li>In the case of subcontracting arrangements, bidder must submit a copy of the signed subcontracting agreement. Where the subcontracting agreement has not been finalised, the bidder must submit a signed letter of intent or preliminary agreement and signed subcontracting agreement would be submitted within seven (7) days upon request.</li> </ul>	
<ul style="list-style-type: none"> <li>Valid SARS Tax Compliance Status (TCS) PIN or valid CSD registration report (for South African entities).</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure A - Completed and signed Standard Bidding Document (SBD 1) form.</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure B1 - Completed Contract Data forms, in accordance with the JBCC PBA 6.2 Agreement.</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure B3 - Drawings acknowledged and included as part of the returnable documentation.</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure B4 - Contractor Health and Safety File components as listed in the Annexure including valid Letter of Good Standing, Health and Safety Plan, and Baseline Risk Assessment</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure D - Proposal Form and List of Returnable documents (<u><i>This document</i></u>)</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure E – Certificate of Acquaintance with RFP, Terms &amp; Conditions &amp; Applicable Documents</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure F – Preference Point Award Form</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure G – Standard Bidding Document (SBD) 4 Form</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure H – RFP Declaration and Breach of Law Form</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure I – Signed Mutual Non-Disclosure Agreement (NDA), to be submitted prior to attending the compulsory physical site visit.</li> </ul>	

<ul style="list-style-type: none"> <li>Annexure J – Signed Service Level Agreement for post construction maintenance of HVAC</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure K – Signed Service Level Agreement for post construction maintenance of LIFT</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure L – Minimum Contract Skills Development Goal (CSDG) forms</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure M – Extract – Armscor Security Instruction (A – WI – 018) – Chapter 5</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure N – Extract – Armscor Security Instruction (A – WI – 018) – Chapter 4</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure O – Subcontractor information</li> </ul>	
<ul style="list-style-type: none"> <li>Bidder must provide a signed letter confirming that all equipment supplied and work done as part of this contract shall be maintained twelve (12) months from the date of practical completion and all the guarantees and warranties shall be managed according to their specific requirements. In the signed letter the bidder must also confirm that they will ensure their availability and attendance during the latent defects period with regards to other works such as general building, civil, structural, fire, electrical and electronic works. In the signed letter, the bidder must also confirm quarterly service and maintenance intervals for the duration of the contract.</li> </ul>	
<ul style="list-style-type: none"> <li>Signed Letter of Intent confirming the bidder's ability to provide a Performance Guarantee of 20% of the contract value during the contracting stage.</li> </ul>	
<ul style="list-style-type: none"> <li>Bidder must provide proof of Public Liability Insurance minimum of R15 000 000,00</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure P: Client References Verification Form</li> </ul>	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SIGNATURE OF WITNESSES AND NAME OF WITNESSES**

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

**SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:**

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction**

**RFP No. 3721/20/03/2026**

I/We \_\_\_\_\_  
 [name of entity, company, close corporation or partnership] of [full address]  
 \_\_\_\_\_  
 carrying on business trading/operating as  
 \_\_\_\_\_  
 represented by \_\_\_\_\_ in my capacity  
 as \_\_\_\_\_  
 being duly authorised thereto by a Resolution of the Board of Directors or Members or  
 Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete  
 any documents relating to this proposal and any subsequent Agreement.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should CSIR decide to enter into Post Tender Negotiations with shortlisted bidder(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 [CSIR's Purchasing Terms and Conditions](#) 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:

---

Address:

---



---



---

## **NOTIFICATION OF AWARD OF RFP**

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

### **VALIDITY PERIOD**

CSIR requires a validity period of 180 [One Hundred and Eighty Calendar Days from the closing date] against this RFP.

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

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

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

3. Registration number of company / C.C.

---

4. Registered name of company / C.C.

---

5. Full name(s) of director/member(s) Address/Addresses ID Number(s)

---



---



---

## ANNEXURE F

### PREFERENCE POINTS AWARD FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction

**RFP No. 3721/20/03/2026**

This preference form must form part of all the invited bids. It contains general information and serves as a claim form for the preference points allocated based on 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), or the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included) The lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 Points for this bid shall be awarded for:
- Price; and
  - Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS	POINTS
<b>PRICE</b>	80	90
<b>Preference Points</b>	20	10
<b>Total points for Price and Preference Points must not exceed</b>	<b>100</b>	<b>100</b>

- 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 or 90/10 preference points systems

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{aligned} \text{80/20 or 90/10} & \quad \text{or} \quad \text{Where} \\ P_s &= \text{Points scored for price of bid under consideration} \\ P_t &= \text{Price of bid under consideration} \\ P_{\min} &= \text{Price of lowest acceptable bid} \end{aligned}$$

## 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	Preference Points
Reconstruction and Development Programme (RDP) Goals <sup>[1]</sup>	20	10
Qualifying Small Enterprises (QSE)		
<b>Total</b>	<b>20</b>	<b>10</b>

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

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

a) Preferential points for black ownership will be awarded as follows:

<sup>[1]</sup> 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.

3.3.1.1 Preferential points for RPD Goals will be awarded as follows:

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

### 3.4 **Joint Ventures, Consortiums and Trusts**

A trust, consortium or joint venture<sup>1</sup>, will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBEE 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 BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

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

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

### 3.5 **Sub-contracting**

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

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

---

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

#### 4. BID DECLARATION

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

Mandatory documents to claim preference points	Submitted	
	Yes	No
	√	√
Valid copy of BBBEE certificate/ sworn affidavit to claim and RDP (QSEs) preference points <sup>2</sup>		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number: .....

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

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

<sup>2</sup> 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

business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

.....

## ANNEXURE G

### STANDARD BIDDING DOCUMENT (SBD) 4

**RFP No. 3721/20/03/2026**

#### BIDDER'S DISCLOSURE

##### 1. PURPOSE OF THE FORM

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

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

##### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?

YES ☐ / NO ☐

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

Full Name	Identity Number	Name of State institution

<sup>3</sup> 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?

YES ☐ /NO ☐

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, have any interest in any other related enterprise whether or not they are bidding for this contract?

YES ☐ /NO ☐

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3. DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> 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

<sup>4</sup> 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.

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.

- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of 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 H**

### **DECLARATION BY BIDDER AND BREACH OF LAW FORM**

**The provision of building construction services to modernize the existing facility by integrating Koeberg Hall and De Beers Hall for the CSIR TSO in Stellenbosch for a period of one (1) year and an additional one (1) year for maintenance, post construction**

**RFP No. 3721/20/03/2026**

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 us 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 all relevant information relevant to the Services as well as CSIR information and Employees and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the RFP documents.
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
6. Furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.

7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

---

ADDRESS:

---



---

Indicate nature of relationship with CSIR:

---



---

**[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with CSIR]**

9. 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 Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

#### **BREACH OF LAW**

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during

the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

---



---



---



---

DATE 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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC.

## **ANNEXURE I**

### **MUTUAL NDA (NON-DISCLOSURE AGREEMENT)**

## **ANNEXURE J**

### **SERVICE LEVEL AGREEMENT (SLA) – MAINTENANCE OF HVAC**

## **ANNEXURE K**

### **SERVICE LEVEL AGREEMENT (SLA) – MAINTENANCE OF LIFT**



## ANNEXURE L

**Example on how to calculate Minimum Contract Skills Development Goal (CSDG) fee**  
 “Minimum Contract Skills Development Goal (CSDG)” as illustrated in table 1.1 and 1.2 below:

To prevent a tender being non-responsive, the Employer shall bring to the Contractor’s attention the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the sub-total of the tender amount will determine the minimum CSDG that needs to be achieved in the contract.

**Table 1.1: Final Tender Summary – Contract Skills Development (CSDG) Example**

Item	Description	Percentage (%) Factor	Sub-Total of Tender Amount	Amounts (Rands)
16	Skills Development			
16.1	Minimum Contract Skills Development Goal (CSDG) sum = CE (0.375%) x Subtotal of the tender amount	0.375%	R60 000 000.00	R225 000.00

**Calculating the CSDG from Table 1.1 above:**

**A - CSDG**

**B - Percentage Factor based on the CIDB class of construction Works**

**C – Subtotal of the tender amount**

**A = B x C**

**Therefore, the CSDG = R60 000 000x 0,375% = R225 000**

**Table 1.2: Final Tender Summary – Example CE Class of Works**

Item	Description	Unit	Rate	Quantity	Amount
	P&Gs				R10 000 000.00
	Architectural				R10 000 000.00
	Structural and Civil				R10 000 000.00
	Electrical and Electronic				R10 000 000.00
	Mechanical and Fire				R5 000 000.00
	Laboratories				R10 000 000.00
	Gantry and special equipment				R 5 000 000.00
	<b>Sub-Total</b>				<b>R60 000 000.00</b>
	CSDG (0.375%)				R225 000.00
	VAT (15%)				R9 033 750.00
	<b>Total Tender Amount</b>				<b>R78 292 500.00</b>