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**Annexure F**

**Proposal Form and List of Returnable Documents**

**CSIR Network upgrade (design, provisioning, implementation, maintenance and support)  
for Five (5) Years  
RFP No. 3551.1/29/09/2023**

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.

FULL NAME(S) CAPACITY SIGNATURE

\_\_\_\_\_

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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 the 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, 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, and 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 bidder hereunder, at which all legal documents may be served on the bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign bidders 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.

Bidder to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity:

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E-mail address: \_\_\_\_\_

Physical address: \_\_\_\_\_

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

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

### **VALIDITY PERIOD**

CSIR requires a validity period of 120 [Hundred and twenty calendar days from closing date] for 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, 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 bidder must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

1. Registration number of company / C.C.

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2. Registered name of company / C.C.

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

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## 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 bidder'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 indicating [Yes or No] in the table below:

*Table 1: Mandatory returnable documents*

#	MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1	Completed <b>Annexure A2</b> – Technical Specifications Response	
2	Completed, signed and submit <b>Annexure L</b> – Mutual Non-Disclosure Agreement before the compulsory briefing session	
3	Completed <b>Annexure D</b> – Pricing Schedule	

### b) **Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes as listed in the table below.**

**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 bidder's disqualification. However, the bidder 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 the submission of these essential Returnable Documents by indicating [Yes or No] in the table below:

Table 2: Essential returnable documents

#	ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
1	Completed <b>Annexure C</b> – Technical Evaluation Matrix	
2	<p><b>Annexure G:</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>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>	
3	Completed <b>Annexure M</b> – Company experience and Customer references	
4	<p><b>Support and Maintenance SLA Requirements</b> (See: Section 7.2 Table 3: SLA performance and reporting requirements of Annexure A1 - Terms of Reference for Network Upgrade to the CSIR)</p> <ul style="list-style-type: none"> <li>a) Signed letter of intent to meet SLA requirements</li> <li>b) SLA Sample reports</li> </ul>	
5	<b>Project implementation schedule</b> (Refer to Section 1 of Annexure C – Technical Evaluation Matrix)	
6	Detailed technical proposal in response to <b>Annexure C-</b> Technical Evaluation Matrix	
	NB: Non-submission or invalid submission will result in zero points.	

**c) 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. However, if the bidder indicates YES in the SUBMITTED column and the documents are not submitted, the bidder may be given two (2) days to provide the missing information.**

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

*Table 4: Other essential returnable documents*

#	<b>OTHER ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
1	<b>Annexure E:</b> Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
2	<b>Annexure F:</b> Proposal Form and List of Returnable Documents ( <i>This document</i> )	
3	<b>Annexure I:</b> Standard Bidding Document (SBD) 1 Form	
4	<b>Annexure J:</b> Standard Bidding Document (SBD) 4 Form	
5	<b>Annexure K:</b> RFP Declaration and Breach of Law Form	
6	<b>CSD (National Treasury Central Supplier Database) Report</b>	
7	A signed letter of intent to obtain a financial guarantee before the contract is awarded. However, if the bidder is an OEM, this requirement does not apply.	
8	A valid OEM accreditation certificate or similar. However, if the bidder is an OEM, this requirement does not apply.	
9	In the case of Joint Ventures, the bidder must submit a copy of the signed Joint Venture Agreement.	
10	Letter of commitment to support the equipment during the lifespan of the contract.	
11	In the case of subcontracting arrangements, the bidder must submit a copy of the signed subcontracting agreement.	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax Compliance Status and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the bidder 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 bidder.

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

**SIGNATURE OF WITNESSES AND NAME OF WITNESSES**

1 \_\_\_\_\_  
Name \_\_\_\_\_  
2 \_\_\_\_\_  
Name \_\_\_\_\_

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

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