

Request for Proposals (RFP)

CSIR Network upgrade (design, provisioning, implementation, maintenance and support) for Five (5) Years

RFP No. 3551.1/29/09/2023

Date of Issue	Friday, 08 September 2023	
Final submission Date for a completed and signed Mutual Non-Disclosure Agreement	<i>Date and Time</i>	Friday, 15 September 2023, 10:00 am
Compulsory Briefing via MS Team Session	<i>Date and Time</i>	Friday, 15 September 2023 @ 11:00 – 13:00
	Venue: Virtual Meeting via MS Teams. (The link will be shared only with bidders who have submitted a completed and signed Mutual Non-Disclosure Agreement.)	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
	Please use RFP No and RFP Description as subject reference.	
Last date for submission of enquiries/clarifications	Tuesday, 19 September 2023 @ 16:00	
Electronic Submission	tender@csir.co.za (If a tender submission exceeds 25MB, multiple emails can be sent.)	
Category	ICT Services	
Closing Date and Time	Friday, 29 September 2023, 16:30	
Bid validity Date	120 calendar days from the closing date of the RFP	

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RFP STRUCTURE

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- Annexure A2 – Technical Specification response
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SECTION A
GENERAL RFP TERMS AND CONDITIONS

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria, while it is represented in other provinces of South Africa through regional offices.

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to 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*). 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 separate emails with the following subject:

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

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

- 2.3 All documents submitted as part of the bid must be clearly marked with the RFP number in the subject line. The Bidder may save the file as RFP3551.1-29-09-2023.
- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at an incorrect location and/or address, or both, will not be accepted for consideration.

- 2.6 Proposals received after the closing date and time at the address indicated in the bid documents will not be accepted for consideration. All dates and times in this bid are South African Standard Time.
- 2.7 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.
- 2.8 Documents submitted via cloud solutions such as WeTransfer, Google Drive, Dropbox, etc., will not be considered.
- 2.9 The naming/labelling syntax of files or documents must be short and simple.
- 2.10 The CSIR will award the contract to a qualified bidder whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, specific goals and if there is a risk that needs to be mitigated then objective criteria will be applied.

3 COUNTER CONDITIONS

Bidders are advised that any modifications to the RFP Conditions, establishment of opposing conditions by bidders, or attempts to qualify RFP Conditions will lead to disqualification of those bids.

4 FRONTING

- 4.1 The government supports the spirit of broad-based black economic empowerment and recognises 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 14 days from the 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 minus all unconditional discounts. The discounts must be reflected on the pricing schedule).

5.2 Prices subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and Rate of Exchange (ROE) used in the quotation clearly indicated.

5.3 Payment will be according to the [CSIR Payment Terms and Conditions](#).

5.4 Kindly furnish comprehensive pricing details in accordance with the outlined Pricing Schedule in Annexure D. It is imperative that the provided pricing strictly adheres to the Pricing Schedule. Any deviation from this guideline may lead to disqualification, as it could render the bid non-responsive.

5.5 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 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.

5.6 Prices should include support hours/tokens/credits.

5.7 Price should include additional cost elements such as travel cost, freight, insurance until acceptance, duty where applicable, etc.

5.8 CSIR desires that prices be fixed for each twelve (12) months of the contract. It is the bidder's responsibility to mitigate against ROE fluctuations, beyond what was catered for under session 5.2.

6 APPOINTMENT OF SERVICE PROVIDER

6.1 The contract will be awarded to the bidder who scores the highest total points during the evaluation process, except where the law permits otherwise.

6.2 The CSIR will appoint one (1) service provider for the Provision of Network Equipment, Implementation, Maintenance and Support for the contract period.

6.3 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. CSIR reserves the right to appoint an alternative supplier if the parties fail to agree. In the event of the parties failing to agree to reach such agreement, CSIR reserves the right to appoint an alternative supplier

6.4 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.

6.5 Upon the appointment of the successful service provider, the CSIR reserves the right to verify the certifications of service provider representatives allocated to the execution of this contract and, if found to be unsuitable, request a replacement.

7 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 (i.e. [Draft Supplier 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.

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.

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 confirm the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR regarding anything arising from the fact that pages are missing or duplicated.
- 11.2 Pricing schedule (Refer to **Annexure D - Pricing Schedule**) and specific goals credentials (Refer to **Annexure G - Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022**) 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), sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder, and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

13 ADDITIONAL TERMS AND CONDITIONS

- 13.1 A bidder shall not assume that information 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 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.
- 13.3 Failure to comply with any of the terms and conditions in this document will invalidate the Proposal.

14 SPECIAL CONDITIONS

- 14.1 The CSIR reserves the right to:
- 14.2 Extend the closing date of this RFP;
- 14.3 Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- 14.4 Verify any information contained in the bidder's submission;
- 14.5 Request documentary proof regarding the bidder's submission;
- 14.6 Carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the product/service offered by the bidder or verify any information, whether before or after the adjudication of this RFP;
- 14.7 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);
- 14.8 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;
- 14.9 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 bidders have been notified of their status as such;
- 14.10 Post tender negotiation on any elements of the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.

14.11 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 accused of fraudulent or illegal conduct which would harm the CSIR's reputation by its continued association with the bidder.

14.12 Award this RFP as a whole or part.

15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

15.1 The CSIR reserves its right to disqualify bidders who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("government entity"):

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor, or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity.
- c) makes or offers any gift, gratuity, anything of any value or other inducement to any government entity's officers, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity.
- d) accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to a government entity.
- e) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, which is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a government entity.
- f) has in the past engaged in any matter referred to above or

- g) has been found guilty in a court of law on charges of fraud and/or forgery regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 16.1 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 concluding an agreement with the bidder.
- 16.2 It follows, therefore, that misrepresentations in a tender may give rise to service termination and a claim by the CSIR against the bidder, notwithstanding the conclusion of the Service Level Agreement between the CSIR and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

17 PREPARATION COSTS AND LIMITATION OF LIABILITY

- 17.1 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 in the preparation of their response to this bid.
- 17.2 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 as a result of the bidder's participation in this bid process.

18 INDEMNITY

- 18.1 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.

19 PRECEDENCE

- 19.1 This document will prevail over any information provided during any compulsory briefing session, whether oral or written unless such written information provided expressly amends this document by reference.

20 TAX COMPLIANCE

- 20.1 No tender shall be awarded to a bidder who is not tax compliant. The CSIR reserves the right to withdraw an award made or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was, in fact, not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 21.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appears on the Register of Tender Defaulters kept by the National Treasury or who has been placed on National Treasury's List of Restricted Suppliers. The CSIR reserves the right to withdraw an award or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

22 GOVERNING LAW

22.1 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.

23 CONFIDENTIALITY

23.1 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 will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.

23.2 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.

23.3 Throughout this bid process and thereafter, bidders must secure the CSIR's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

24 AVAILABILITY OF FUNDS

24.1 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 part of the services by notice to the successful bidders who shall immediately make arrangements to stop the performance of the services and minimize further expenditure. Provided that the successful bidders shall thereupon be entitled to payment in full for the services delivered up to the date of cancellation or suspension.

25 PERSONAL INFORMATION

- 25.1 Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 25.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3 While performing any activity where a Party is handling personal information as a “responsible party” (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act; this Contract, and the other Party’s instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 25.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing such personal information. Where relevant, the Bidder shall ensure that all its personnel, agents, representatives, contractors, sub-contractors, and mandataries shall comply with the provisions of clause 25 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders’ compliance with the requisite POPI Act safeguards.

26 DISCLAIMER

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms and Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidders concerning the RFP, whether with regard to its accuracy, completeness or otherwise, and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

SECTION B

EVALUATION METHODOLOGY

27 TERMS OF REFERENCE

This RFP is for the Design, Provision of Network Equipment, Implementation, Maintenance and Support for Five (5) Years. The service offering must include all requirements as set out in Annexure A1.

28 EVALUATION CRITERIA

The CSIR has set minimum standards that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Table 1: Evaluation methodology

Elimination Criteria (Phase 1)	Pre-qualifying Criteria (Phase 2)	Technical Evaluation/Functional Criteria (Phase 3)	Price and Preference Points Evaluation (Phase 4)	Objective Criteria
Only bidders that comply with ALL the criteria set in paragraph 0 (Phase 1) below will proceed to pre-qualifying criteria Evaluation (Phase 2).	Bidders who score less than the minimum score of 1120 points out of 1360 points for Pre-Qualifying Criteria will be disqualified from further evaluation. Bidders must complete and provide evidence in Annexure A2 - Technical Specification Response . Only bidders who meet and/or exceed the minimum on Phase 2 in paragraph 28.2 will proceed to Technical/Functional Evaluation (Phase 3)	Bidders are required to achieve a pre-determined minimum overall of 70% and a pre-determined minimum of 50% percentage on each of the main criteria . Only bidders who met and/or exceeded the pre-determined minimum in Phase 3 in paragraph 03. will proceed to the Price and Preference Points Evaluation (Phase 4).	Bidders will be evaluated out of 100 points: 90 points for Price and 10 points for Preference Points.	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).

28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

1. Bidders that submit late bids will not be considered.
2. Bidders that submit to the incorrect location or email address will not be considered (Only electronic submissions to tender@csir.co.za will be considered).
3. Bidders that are listed on the NT database of restricted suppliers will not be considered.
4. Bidders that are registered on the NT Register of Tender Defaulters will not be considered.
5. Failure to attend the compulsory briefing session online (MS Teams).
6. Bidders that did not submit mandatory returnable documents as listed in **Annexure F: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table)**.

28.2 Pre-Qualifying Criteria (Phase 2)

Table 2: Pre-qualifying criteria

Pre-Qualifying Criteria
Technical Specifications Requirements <ul style="list-style-type: none"> Proposals with less than the minimum score of 1120 out of 1360 points will be eliminated from further evaluations. Bidders must complete and provide evidence in Annexure A2 - Technical Specification Response

28.3 Technical/Functional Evaluation Criteria (Phase 3)

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

Table 3: Technical/Functional Evaluation Criteria

No	MAIN CRITERIA	WEIGHT %
Technical Evaluation Criteria		100
1	Project implementation plan	25
2	Service Level Agreement Performance	20
4	Company Experience	35
5	Customer References	20
TOTAL (%)		100

Proposals with **functionality / technical** points of less than the pre-determined minimum overall percentage of **70%** and less than **50 %** on each of the individual criteria of the technical evaluation criteria will be eliminated from further evaluation on Price and Preference Points Evaluation.

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

- **Annexure C** must be completed and submitted as part of the technical proposal.
- Bids will be evaluated according to the technical evaluation criteria in the technical evaluation scorecard.
- Bidders must indicate their ability to comply and execute the items in the list. Statements must be substantiated with supporting documents.

- Scoring for each criterion will be done according to the rating scale – see table in Annexure C.

28.4 **Price and Preference Points Evaluation (Phase 4)**

Only bidders that have met minimum thresholds on Technical/functional Evaluation will be evaluated for price and preference points. Price and Preference Points will be evaluated per **Annexure G - Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022**.

29 **OBJECTIVE CRITERIA**

The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000)", under the following conditions:

- The directors or officers of the bidder must not be formally charged of fraudulent or illegal conduct which could harm the CSIR's reputation by associating with the bidder.

30 **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

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

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

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