



Request for Proposals (RFP)

The provision of waterproofing, sealing and painting of roofs to the CSIR for a period of three (3) years

CSIR Pretoria (Scientia) and Johannesburg Campuses

RFP No. 3360/05/03/2020

Date of Issue	Tuesday, 18 February 2020	
Closing Date	Thursday, 05 March 2020	
Place	Tender box, CSIR Main Reception, Gate 3 (North Gate)	
Enquiries	Strategic Procurement Unit	E-mail: tender@csir.co.za
CSIR business hours	08h00 – 16h30	
Category	Professional Services	

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SECTION A

TECHNICAL INFORMATION

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, 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 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 document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

2 INVITATION FOR PROPOSAL

Proposals are hereby invited from suitably qualified and experienced waterproofing contractors to form a panel to provide waterproofing, sealing and painting services to the CSIR at the **Pretoria (Scientia)** and **Johannesburg** campuses for a period of three (3) years, on as and when required basis.

3 TENDER PROGRAMME

The period of validity of tender and the withdrawal of offers, after the closing date and time is **three (3) Months**. The tender timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on the National Treasury e-Tender Publication Portal, CIDB and CSIR Website	18 February 2020
Questions relating to bid from bidder(s)	04 March 2020
Bid closing date	05 March 2020 at 16:30

- All dates and times in this bid are South African standard time.
- 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.

4 PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this RFP. However, tenderers are welcome to submit additional / alternative proposals over and above the originally specified format.

Bidders are to submit responses in the following format prescribed below. Failure to adhere to this may result in disqualification and the tender may be deemed as non-responsive.

4.1 Technical Proposal

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

- Covering letter;
- Company profile clearly stipulating the number of years rendering waterproofing services.
- Provide a methodology and approach for the proposed required solution- This should include a project plan samples with deliverables and estimated timelines;
- Provide maintenance schedule/ Intervals;
- Value proposition to the CSIR (e.g. flexibility);
- Provide a valid letter of good standing issued by Department of Labour for Compensation for Occupational Injuries and Diseases (COID);
- Provide an active and valid CIBD registration with **2 SN** or **higher** with the Waterproofing of basements, roofs and walls using specialist systems class;
- Provide proof public liability cover of a minimum of R1 Million;
- Provide detailed CV and certified qualifications of the site foreman. The foreman must have at least Building Environment Qualification from registered institution and qualification must be accredited by South African Qualification Authority SAQA;

- j. Provide at least three (3) detailed CV(s) of other key personnel indicating the number of years the key personnel have been carrying out waterproofing;
- k. Provide at least three (3) final completion certificates, and at least three (3) copies of guarantee certificates;
- l. Provide at least three (3) contactable references letters for similar contracts that include waterproofing work;
- m. Provide a completed and signed SBD 1 form; and
- n. Provide a completed and signed "Declaration by Tenderers" form.

4.2 **Financial Proposal:**

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

- Cover Letter;
- Proposed cost/rates as per bill of quantities on official company letterhead;
- Certified copy of B-BBEE certificate or sworn affidavit; and
- CSD registration report (RSA suppliers only).

5 **SUBMISSION OF PROPOSALS**

- 5.1 All proposal must be placed in the **Tender Box** at the following address:

CSIR Gate 03- Main Reception Area

Council for Scientific and Industrial Research (CSIR)

Meiring Naudé Road

Brummeria

Pretoria

South Africa

- 5.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page and the tender programme***). The CSIR business hours are between **08h00** and **16h30**.
- 5.3 All proposals are to be sealed. No open proposals will be accepted.
- 5.4 All proposals are to be clearly marked with the RFP number and the name of the tenderer on the outside of the main package. Proposals must consist of two parts (sealed separately), each clearly marked:

PART 1: Technical Proposal: RFP No. 3360/05/03/2020;

PART 2: Pricing Proposal, B-BBEE and other Mandatory Documentation:

RFP No.: 3360/05/03/2020

- 5.5 One hard copy with two parts, and one electronic copy (CD or USB memory key) of each proposal must be submitted.
- 5.6 Proposals submitted by companies must be signed by a person or persons duly authorised.
- 5.7 Proposals submitted at incorrect location, will not be accepted for considerations and where practicable, be returned unopened to the Bidder(s).
- 5.8 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, be returned unopened to the Bidder(s).
- 5.9 The CSIR will award the contract to qualified tenderer(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price and B-BBEE.

6 PRODUCT OR SERVICE DESCRIPTION

Proposals are hereby invited from suitably qualified and experienced waterproofing contractors to form a panel to provide waterproofing, sealing and painting services to the CSIR at the Pretoria and Johannesburg campuses for a period of three (3) years, on as and when required basis.

6.1 Background

The CSIR has buildings with concrete roofs which are waterproofed and covered with either Index 4mm mineral surface (stone chip) torch-on waterproofing membrane or 4mm dual reinforced torch-on waterproofing membrane with 75mm side-laps and 100mm end-laps. There are also some roofs covered with Metal I.B.R. profiles

The 4mm mineral surfaced membrane on some roofs was installed over 20 years ago using the loose laid spot bonding methodology. This waterproofing is now due for replacement and such replacement will be ordered depending on funds availability. The roof surfaces covered with 4mm dual reinforced torch-on waterproofing fully bonded

membrane have been waterproofed in the last few years and require periodic maintenance.

6.2 Scope of Work

The following services will be performed by the panel of service providers as duties and responsibilities in terms of the contracted services:

6.2.1 New Waterproofing on concrete roofs

- Strip and spade off all the existing 4mm mineral surface membrane exposing the underlying screed. Dispose of off-site by means of skips or bins. Ensure the screed is firm, sound and free of protrusions. Repair where necessary.
- Carry out waterproofing using 4mm dual reinforced torch-on waterproofing membrane. Apply to all roof areas incorporate turn-up flashing details throughout. Use 75mm side-laps and 100mm end-laps. Use fully bonded method and NOT spot bonding.
- Seal all terminating edges of the waterproofing membrane using polyester reinforced liquid mastic flashing strips, 200mm wide.
- Remove all full-bore outlet leaf guards and steel rings. Cut, dress and seal all waterproofing deep into the throat of the outlets.
- Clean, Paint and Reinstall the steel rings and leaf guards
- Coat the whole roof using Reflect, a fibred liquid aluminium coating which offers U.V protection and thermal insulation properties.
- Clean out all expansion joints, removing all existing materials, dust and debris and replace with new expansion joints material (SIKA 11FC).
- Paint the Expansion joints smooth.
- Clean concrete coping stones joints and seal off using 200mm wide strips of 4mm dual reinforced torch-on waterproofing membrane.

6.2.2 Waterproofing Maintenance

- Clean the flat concrete roof surfaces entirely throughout to receive the maintenance waterproofing treatment. Remove all sand, sediment, dust and debris (remove off site). Ensure all stubborn stains and bird droppings are removed using water hoses, hard bristled brooms and detergent or high-pressure water jetting

- Patch all suspect and damaged areas with a patch of Thermodual 4mm torch-on. Using the torch-on fusion application method by means of the open flame gas burner and steel trowel. Patches to be no smaller than 300mm x 300mm
- Check all flashings and re-waterproof where found to be necessary
- Clean concrete coping stones joints and seal off using 200mm wide strips of 4mm dual reinforced torch-on waterproofing membrane
- Coat all waterproofed surfaces with Reflect, a fibred liquid aluminium coating which offers U.V protection and thermal insulation properties.

6.2.3 **Waterproofing IBR Roofs**

- Wire brush all areas where rust is evident. Use steel wire cup brushes attached to industrial angle grinders
- Clean all roof surfaces using high-pressure water jetting together with hard bristled brooms and detergent to remove all filings, stubborn stains such as bird droppings etc.
- Ensure roof is swept clean.
- Check, re-secure and replace where necessary all roof screws and washers individually throughout. Install new Tek stitching screws at side laps where loose underfoot.
- Once the roof is clean and dry apply a coat of DC4 rust inhibiting primer or metal etch/Plascosafe 18 primer on entire roof surface
- Waterproof entire roof using Bondcryn or equivalent
- Paint newly waterproofed roof with a pure acrylic, UV stable and weather resistant roof coating.

6.3 **Pricing Schedule**

The prices quoted must be per Bill of Quantities (BOQ) of waterproofing, sealing and painting of roofs services to the CSIR. The service provider must indicate the percentage of escalation after the anniversary period of the contract. The Pricing should include both collection and delivery fee and should be VAT inclusive in case of a VAT registered service provider.

6.3.1 BOQ – Replace Existing Waterproofing

Item	Description	Unit	Qty	Rate
1	Strip and spade off all the existing 4mm mineral surfaced membrane. Dispose of off-site by means of skips or bins. Ensure the screed is firm and sound. Repair the screed where necessary using cementitious mortar repair.	m2	1	
2	Once the screed is clean and dry apply a coat of bituminous primer and allow curing.	m2	1	
3	Carry out waterproofing using 4mm dual reinforced torch-on waterproofing membrane. Apply to all roof areas incorporate turn-up flashing details throughout. Use 75mm side-laps and 100mm end-laps. Use fully bonded method and NOT spot bonding.	m2	1	
4	Seal all terminating edges of the waterproofing membrane using polyester reinforced liquid mastic flashing strips, 200mm wide.	Lm	1	
5	Remove all full-bore outlet leaf guards and steel rings. Cut, dress and seal all waterproofing deep into the throat of the outlets. Reinstall the steel rings and leaf guards as found once these have been cleaned and painted	No	1	
6	Apply a coat of solvent based acrylic primer to the entire surface.	m2	1	
7	Coat the whole roof using Reflect, a fibred liquid aluminium coating which offers U.V protection and thermal insulation properties.	m2	1	

6.3.2 BOQ – Repairs, Maintenance and General work

Item	Description	Unit	Qty	Rate
1	<u>Repairs to Screed</u>			
1.1	Supply all labour and material to repair the existing screed. Allow for removing all loose screeds. Apply a coat of cementation waterproofing compound to the surface	M2	1	
2	<u>Maintenance of Full Bore Outlets</u>			
2.1	Allow for unblocking & cleaning of existing full-bore outlets on top of existing roof. The total rain water disposal system cleaned by high pressure air or flushed.	No	1	
2.2	Remove all debris and prepare and clean with wire brush to remove all dirt and rust. Paint cast iron and other metal parts with anti-corrosion primer and then with 2 coats bituminous aluminium paint. Clean all covers and secure properly to match existing in all respects. Replace all damaged HD bolts and nuts where required	No	1	
3	<u>Coping Stone Joints</u>			
3.1	Clean surface removing all dust and debris. Apply a coat of Bitu-prime bituminous primer and allow to cure. Apply 200mm strips of 4mm torch-on membrane over the pre-primed joints of the copings. Apply by means of the torch-on fusion method. Dress down the vertical face of the copings on both sides. All these strips to be 200mm wide.	Lm	1	
4	<u>Repairs and maintenance to Flat Roofs</u>			
4.1	Remove all sand, sediment, dust and debris (remove off site). Ensure all stubborn stains and bird droppings are removed using water hoses, hard bristled brooms and detergent or high-pressure water jetting.	m2	1	
4.2	Reseal, where necessary, by means of a heated steel trowel or open flame gas burner, existing waterproofing, where it has delaminated.	M2	1	

4.3	Patch all suspect and damaged areas with a patch of Thermodual 4mm torch-on. Using the torch-on fusion application method by means of the open flame gas burner and steel trowel. Patches to be no smaller than 300mm x 300mm	m2	1	
4.4	Check the existing waterproofing membrane generally for further weak and suspect places and repair as necessary. (Flashings, turn-ups, splits, ruptures, dressing into outlets, corners, parapet walls, penetrations, etc.).	Lm	1	
4.5	Coat all the rainwater outlets with approved rubberised bitumen emulsion.	No	1	
4.6	Once all cleaning of all surfaces and maintenance waterproofing is complete all the flat concrete roofs are to be coated using Reflect, a fibred liquid aluminium coating which offers U.V protection and thermal insulation properties.	m2	1	

6.3.3 BOQ – Metal Roofs

Item	Description	Unit	Qty	Rate
1	Remove all the britti tiles and discard off site	m2	1	
2	Wire brush all areas where rust is evident. Use steel wire cup brushes attached to industrial angle grinders.	m2	1	
3	Clean all roof surfaces using high-pressure water jetting together with hard bristled brooms and detergent to remove all filings, stubborn stains such as bird droppings etc.Ensure roof is swept clean.	m2	1	
4	Check, re-secure and replace where necessary all roof screws and washers individually throughout. Install new Tek stitching screws at side laps where loose underfoot.	m2	1	
5	Once the roof is clean and dry apply a coat of DC4 rust inhibiting primer or metal etch/Plascosafe 18 primer on entire roof surface	m2	1	

6	Waterproof entire roof using Bondcryn or equivalent	m2	1	
7	Paint newly waterproofed roof with a pure acrylic, UV stable and weather resistant roof coating.	m2	1	
8	Allow for carting away all rubble from site and for disposal at an approved dump site.	Item	1	

7 EVALUATION AND SELECTION 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:

Pre-Qualification and Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Price and B-BBEE Evaluation (Phase 3)
Only bidders that comply with ALL these criteria set on paragraph 7.1 on Phase 1 below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a minimum threshold of 50 points on each of the individual criteria, and minimum threshold of 70 points overall and Only bidder (s) who met and/or exceeded the minimum threshold points on Phase 2 below will proceed to Price and B-BBEE Evaluation (Phase 3)	Bidder(s) will be evaluated out of 100 points i.e. 80 points for Price and 20 points for B-BBEE.

7.1 Pre-Qualification and Elimination Criteria (Phase 1)

(a) Pre-Qualification Criteria

Only the following enterprises will be considered for this tender:

1. All Exempted Micro Enterprises (EMEs) with a B-BBEE status of level 1 to 3 and
2. Qualifying Small Enterprises (QSEs) that are B-BBEE Level 1.

NB: A valid original or certified copy of a B-BBEE Certificate or a valid sworn affidavit must be submitted to be considered for this tender

(b) Elimination Criteria

Proposals will be eliminated under the following conditions:

- Submission after the deadline (Closing date and time);
- Proposals submitted at incorrect location;
- Non-submission of valid letter of Good Standing for COIDA issued by Department of Labour;
- Bidder who did not complete and sign the "Declaration by Tenderers".

- Bidder who did not provide an active and valid CIBD registration with **2 SN or higher**;
- Bidder who did not provide proof public liability cover of a minimum of R1 Million.

7.2 Technical Evaluation Criteria (Phase 2)

Only proposals that have met the Pre-Qualification Criteria will be evaluated for technical/functionality. Technical/Functionality will be evaluated as follows:

- Functional Evaluation – Proposals will be evaluated out of 100 points and are required to achieve a minimum threshold of **50 points** on each of the individual criteria, and a minimum threshold of **70 points** overall.

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

Phase 2: The second phase includes functionality using the following criteria:

Functional Factor	Criteria Description	Weighting
Company Experience	<ul style="list-style-type: none"> • Provide a clearly detailed profile, stipulating the number of years rendering similar services. 	15
Technical Proposal and Work Methodology	<ul style="list-style-type: none"> • Provide a methodology and approach for the proposed required solution- This should include a project plan with deliverables and estimated timelines. 	20
Client References	<ul style="list-style-type: none"> • Provide three (3) contactable references letter for similar contracts that include waterproofing work; • Provide three (3) Final completion certificates for waterproofing; • Provide three (3) copies of waterproofing guarantee certificates. 	15 15 15
Staff Capability	<ul style="list-style-type: none"> • Provide detailed CV of Site Foreman with at least a Built Environment Qualification from a registered institution. (Proof of valid and SAQA accredited Built Environment Qualification); 	10

	<ul style="list-style-type: none"> Provide at least three (3) detailed CV(s) of other key personnel indicating the number of years the key personnel have been carrying out waterproofing. 	10
TOTAL POINTS FOR FUNCTIONALITY		100

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

Refer to **Annexure A** for the scoring ranges/rubrics that will be used to evaluate functionality.

The Bidder shall prepare for a possible presentation should the CSIR require such and the Bidder shall be notified thereof no later than four (4) days before the actual presentation date. As part of due diligence, the CSIR may also request to visit the bidder's site/facilities to view the equipment and other resources, or conduct a site visit at a client of the bidder (reference) for validation of the services rendered. The choice of site will be at CSIR's sole discretion.

7.3 Price and B-BBEE Evaluation (Phase 3)

Only Bidders that have met meet minimum thresholds on Technical/functional Evaluation will be evaluated for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the **80/20**-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum **80** points)
- B-BBEE status level of contributor (maximum **20** points)

i. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

ii. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of **20** points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level 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.

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.

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.

iii. Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated.

8 OBJECTIVE CRITERIA

The following objective criteria will be applicable for this RFP:

- Companies or services providers located in the Gauteng Province will be given first preference. This is for economic empowerment as well as to aid service delivery to the CSIR.

SECTION B TERMS AND CONDITIONS

9 LEGISLATIVE FRAMEWORK OF THE BID

9.1 Tax Legislation

- 9.1.1 Bidder(s) must be compliant when submitting a proposal to CSIR and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 9.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 9.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 9.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 9.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database. Registrations can be completed online at: www.csd.gov.za;
- 9.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

9.2 Procurement Legislation

The CSIR has a detailed evaluation methodology premised on Preferential Procurement Policy Framework Act Regulation 2017 promulgated the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

9.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

10 COUNTER CONDITIONS

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.

11 FRONTING

11.1 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.

11.2 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.

12 PRICING PROPOSAL

12.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal. Any options offered must be clearly labelled. Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.

- 12.2 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.
- 12.3 Price should include additional cost elements such as freight, insurance until acceptance at the CSIR campus in Pretoria, and duty where applicable.
- 12.4 Only firm prices* will be accepted during the tender validity period. Non-firm prices** (including prices subject to rates of exchange variations) will not be considered.

**Firm price is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;*

***Non-firm price is all prices other than "firm" prices.*

- 12.5 Payment will be according to the CSIR Payment Terms and Conditions.

13 VALIDITY PERIOD OF PROPOSAL

Each **proposal** shall be valid for a period of three (3) months calculated from the closing date.

14 APPOINTMENT OF SERVICE PROVIDER

- 14.1 The contract will be awarded to the tenderer who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 14.2 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.
- 14.3 Awarding of contracts will be announced on the National Treasury e-Tender Publication Portal and/or CSIR website and no regret letters will be sent to unsuccessful bidders.

15 SERVICE LEVEL AGREEMENT

- 15.1 Upon award the CSIR and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by

the CSIR, more or less in the format of the draft Service Level Indicators included in this tender pack.

15.2 The CSIR reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

15.3 Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

15.4 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.

16 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR at tender@csir.co.za with “***RFP No 3360/05/03/2020 - The provision of waterproofing, sealing and painting of roofs to the CSIR Pretoria (Scientia) and Johannesburg Campuses for a period of three (3) years***” as the subject.

Any other contact with CSIR personnel 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.

17 MEDIUM OF COMMUNICATION

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

18 CORRECTNESS OF RESPONSES

- 18.1 The tenderer 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.
- 18.2 The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

19 VERIFICATION OF DOCUMENTS

- 19.1 Tenderers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.
- 19.1 **One hard copy and one electronic copy (CD or USB memory key)** of each proposal must be submitted. In the event of a contradiction between the submitted copies, the hard copy shall take precedence.
- 19.2 Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.
- 19.3 If a courier service company is being used for delivery of the proposal document, the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, by the stipulated due date.

20 SUB-CONTRACTING

- 20.1 A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer 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 tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 20.2 A tenderer 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 person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

21 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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. 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.

22 TRAVEL EXPENSES

22.1 All travel expenses for the CSIR's account, be it directly via the CSIR's travel agent or indirectly via re-imbursements, must be in line with the CSIR's travel policy. The following will apply:

22.1.1 Only economy class tickets will be used.

22.1.2 A maximum of R1400 per night for accommodation, dinner, breakfast and parking will be allowed.

22.1.3 No car rentals of more than a Group B will be accommodated.

23 ADDITIONAL TERMS AND CONDITIONS

23.1 A tenderer 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.

23.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

23.3 In case of proposal from a joint venture, the following must be submitted together with the proposal:

- Joint venture Agreement including split of work signed by both parties;
- The original or certified copy of the B-BBEE certificate of the joint venture;
- The Tax Clearance Certificate of each joint venture member;
- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate.

- 23.4 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.
- 23.5 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

24 SPECIAL CONDITIONS

The CSIR reserves the right:

- 24.1 To extend the closing date of the RFP;
- 24.2 To request documentary proof regarding any tendering issue;
- 24.3 To give preference to locally manufactured goods;
- 24.4 To 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);
- 24.5 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- 24.6 To accept part of a tender rather than the whole tender;
- 24.7 To request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process;
- 24.8 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s) or to verify any information contained in a proposal, whether before or after adjudication of the RFP;
- 24.9 To 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;
- 24.10 To 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;

24.11 Award to multiple bidders based either on size or geographic considerations (whether or not they submitted a joint proposal).

25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

25.1 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")

- 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 value or other inducement, whether lawful or unlawful, to any of the CSIR's officers, directors, employees, advisors or other representatives;
- d. 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;
- e. 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;
- f. 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;
- g. has in the past engaged in any matter referred to above; or

- h. 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.

26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 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.
- 26.2 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.

27 PREPARATION COSTS

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.

28 INDEMNITY

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.

29 PRECEDENCE

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.

30 LIMITATION OF LIABILITY

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.

31 TAX COMPLIANCE

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.

32 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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.

33 GOVERNING LAW

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.

34 CONFIDENTIALITY

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.

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.

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.

35 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**RFP: 3360/05/03/2020**), the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or 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.

36 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, tenderers 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 tenderer concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.

DECLARATION BY TENDERER

Only tenderers who completed the declaration below will be considered for evaluation.

RFP No: 3360/05/03/2020

I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in RFP No..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with regards to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal.

I accept that the CSIR may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

37 ANNEXURE A: Scoring Ranges/Rubrics to be used to evaluate functionality

No.	Criteria	Proof required	Points allocation		Weight
1	Company Experience: <ul style="list-style-type: none">Provide a clearly detailed profile, stipulating the number of years rendering similar services.	<ul style="list-style-type: none">The bidder must provide a clearly detailed company profile, stipulating the number of years rendering similar services and signed by an authorized person.	< 1 year – 0 points		15
			2 years – 3 points		
			3 years – 5 points		
			4 years – 8 points		
			>5 years – 10 points		
2	Technical Response and Work Methodology: <ul style="list-style-type: none">Provide a methodology and approach for the proposed required solution- This should include a project plan with deliverables and estimated timelines.	<ul style="list-style-type: none">Provide detailed technical response tailor-made for CSIR with detailed work methodology and project plan sample, indicating deliverables and timelines.	<ul style="list-style-type: none">No Implementation Plan / Methodology and Approach submitted :	0 Points	20
			Methodology and approach is of inadequate quality:	3 Points	
			Methodology and approach is of marginal quality:	4 Points	
			Methodology and approach is of fair quality:	5 Points	
			<ul style="list-style-type: none">Methodology and approach is of good quality:	8 Points	
			<ul style="list-style-type: none">Methodology and approach is of excellent quality:	10 Points	
3	Client References (Only relevant references):				
	<ul style="list-style-type: none">Provide at least three (3) contactable references letters for similar work done;	<ul style="list-style-type: none">References must be on official letterhead, clear contact details and must be signed by referee	<3-Reference 3-References, 4-References ≥5-References	0 Points 5 Points 8 Points 10 Points	15
	<ul style="list-style-type: none">Provide at least three (3) Final completion certificates;	<ul style="list-style-type: none">Final Completion Certificate must be signed by authorised personnel.	<3-Final Completion Certificate 3-Final Completion Certificate 4-Final Completion Certificate ≥5-Final Completion Certificate	0 Points 5 Points 8 Points 10 Points	15

	<ul style="list-style-type: none"> Provide at least three (3) copies of guarantee certificates. 	<ul style="list-style-type: none"> Guarantee Certificate must be signed by authorised personnel. 	<3-Guarantee Certificate 3-Guarantee Certificate 4-Guarantee Certificate ≥5-Guarantee Certificate	0 Points 5 Points 8 Points 10 Points	15
4	Staff Capability				
	<ul style="list-style-type: none"> Provide detailed CV of Site Foreman with at least a Built Environment Qualification from a registered institution. (Proof of valid and SAQA accredited Built Environment Qualification); 	<ul style="list-style-type: none"> Detailed CV(s), indicating the number of years the foreman has been carrying out waterproofing must be provided. Provide a Built Environment Qualification from a registered institution. (Proof of valid and SAQA accredited Built Environment Qualification) 	< 2 years' experience with built environment qualification. 2 – 3 years' experience with built environment qualification. 3 – 5 years' experience with built environment qualification. >5 years' experience with built environment qualification.	0 points 3 points 5 points 10 points	10
	<ul style="list-style-type: none"> Provide at least three (3) detailed CV(s) of other key personnel indicating the number of years the key personnel have been carrying out waterproofing. 	<ul style="list-style-type: none"> Detailed CV(s), indicating the number of years the foreman has been carrying out waterproofing must be provided. 	< 3 CVs of the other key personnel indicating the number of years the key personnel have been carrying out waterproofing 3 CVs of the other key personnel indicating the number of years the key personnel have been carrying out waterproofing 4 CVs of the other key personnel indicating the number of years the key personnel have been carrying out waterproofing ≥5 CVs of the other key personnel indicating the number of years the key personnel have been carrying out waterproofing	0 points 5 points 8 points 10 points	10
	TOTAL				100

RETURNABLE DOCUMENTS

PART A: TECHNICAL RETURNABLES			
<i>ONE HARD COPY AND ONE ELECTRONIC COPY (CD OR USB MEMORY KEY)</i>			
Returnable Schedules required only for Tender Evaluation Purposes			
Description		Submitted (Please tick)	
		Yes	No
1	Company Profile		
2	Technical Proposal: Methodology and Approach		
3	Detailed CV and certified qualifications of the site foreman. The foreman must have at least Building Environment Qualification from registered institution and qualification must be accredited by South African Qualification Authority SAQA;		
4	Detailed CV(s) of other key personnel indicating the number of years the key personnel have been carrying out waterproofing;		
5	Valid CIBD registration with 2 SN or higher with the Waterproofing of basements, roofs and walls using specialist systems class		
6	Final completion certificates,		
7	Copies of guarantee certificates;		
8	Contactable references letters for similar contracts that include waterproofing work		
9	Letter of good standing with the Department of Labour (COID) or equivalent		
10	Proof of Public Liability Cover, R 1 million.		
11	Completed and signed "Declaration by Tenderers" form.		
12	B-BBEE Certificate		
13	Electronic copy of technical proposal		
PART B: PRICING PROPOSAL			
<i>ONE HARD COPY AND ONE ELECTRONIC COPY (CD OR USB MEMORY KEY)</i>			
Returnable Schedules that will be incorporated into the Contract			
14	Pricing BOQ		
15	Electronic copy of priced BOQ.		
16	Completed and signed SBD 1		