



Request for Proposals (RFP)

For appointment of a Panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) years

CSIR Pretoria (Scientia) and Johannesburg Campuses

RFP No. 3415/18/12/2020

Date of Issue	Friday, 27 November 2020
Electronical Submission	All bids must be submitted to tender@csir.co.za (If documents exceed 30MB multiple emails can be sent) Use the tender number and description as subject
Enquiries	Strategic Procurement Unit E-mail: tender@csir.co.za
CSIR business hours	08h00 – 16h30
Category	Professional Services
Last date for submission of questions/clarifications	Thursday, 17 December 2020
Closing Date	Friday, 18 December 2020 @ 16:30

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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 TENDER PROGRAMME

The tender timeframes of this bid are set out below:

Bid Description	The provision of waterproofing, sealing and painting of roofs to the CSIR for a period of five (5) years
Access To The RFP	This RFP may be downloaded directly from CSIR Website https://www.csir.co.za/tenders and National Treasury's e-Tender Publication Portal (www.etenders.gov.za) free of charge.
Compulsory briefing session	There will be NO briefing session
Last date of submission of enquiries	Thursday, 17 December 2020
Bid closing date	Friday, 18 December 2020 at 16:30
Validity period	120 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

- 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.

3 SUBMISSION OF PROPOSALS

- 3.1 All proposals are to be submitted electronically to tender@csir.co.za. No late proposals will be accepted.
- 3.2 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**.
- 3.3 All emailed proposal submissions are to be clearly subject-referenced with the **RFP number**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

PART 1: B-BBEE and Mandatory Documentation: RFP No.: 3415/18/12/2020

PART 2: Technical Proposal: RFP No.: 3415/18/12/2020

- 3.4 Proposals submitted by companies must be signed by a person or persons duly authorised.
- 3.5 Proposals submitted at incorrect location, will not be accepted for considerations and where practicable, be returned unopened to the Bidder(s).
- 3.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- 3.7 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.

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

- 4.1.1 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).
- 4.1.2 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.
- 4.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4 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.
- 4.1.5 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;
- 4.1.6 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.

4.2 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).

4.3 **Technical Legislation and/or Standards**

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

5 **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.

6 **FRONTING**

6.1 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.

6.2 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.

7 **APPOINTMENT OF SERVICE PROVIDER**

7.1 The contract will be awarded to a panel of five (5) tenderers who scores the highest total number of points on technical/Functionality scores during the evaluation process.

- If two or more tenders scores an equal total number of points, the award would be made to tenderer that has highest points for B-BBEE;

- If two or more tenders scores an equal total number of points in all respects, the award would be decided by the drawing of lots,
- 7.2 Appointment as a successful service providers 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 suppliers through normal procurement process outside the appointed panel.
- 7.3 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.

8 SERVICE LEVEL AGREEMENT

- 8.1 Upon award the CSIR and the successful bidders 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 (**Annexure H: Draft Service Level Agreement**).
- 8.2 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.
- 8.3 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.
- 8.4 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.

9 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 3415/11/12/2020 – For appointment of a Panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) 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.

10 MEDIUM OF COMMUNICATION

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

11 CORRECTNESS OF RESPONSES

11.1 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.

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

12 VERIFICATION OF DOCUMENTS

12.1 Tenderers should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.

12.2 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.

13 SUB-CONTRACTING

13.1 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.

13.2 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.

14 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.

15 TRAVEL EXPENSES

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

15.1.1 Only economy class tickets will be used.

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

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

16 ADDITIONAL TERMS AND CONDITIONS

16.1 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.

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

16.3 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 valid certified copy of the B-BBEE certificate of the joint venture;
- The Tax Compliance Status (TCS) of each joint venture member;
- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate.

- 16.4 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.
- 16.5 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

17 SPECIAL CONDITIONS

The CSIR reserves the right:

- 17.1 To extend the closing date of the RFP;
- 17.2 To request documentary proof regarding any tendering issue;
- 17.3 To give preference to locally manufactured goods;
- 17.4 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);
- 17.5 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);
- 17.6 To accept part of a tender rather than the whole tender;
- 17.7 To request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process;
- 17.8 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;
- 17.9 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;
- 17.10 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;

17.11 To remove the supplier from the panel due to non-performance during period of the panel;

17.12 To add more supplier to the panel during the period of the panel;

17.13 To source outside the panel due to justifiable reasons; and

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

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

18.1 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.

19 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

19.1 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.

19.2 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.

20 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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 AVAILABILITY OF FUNDS

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 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.

29 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.

SECTION B FUNCTIONAL OVERVIEW

The purpose of the Request for Proposal (RFP) is to obtain capability, 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.

This RFP does not constitute an offer to do business with the CSIR, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Responses to this Request for Proposal (RFP) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for appointment of a Panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) years.

**SECTION C
EVALUATION METHODOLOGY**

30 EVALUATION CRITERIA

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

Pre-Qualification and Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)
Only bidders that comply with ALL these criteria set on paragraph 30.1 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 a minimum threshold of 70 points out of 100 points overall. Only bidder (s) who meet and/or exceed the minimum threshold points on Phase 2 and are ten (10) highest scoring on technical/functionality evaluation would form part of the panel.

30.1 Pre-Qualification and Elimination Criteria (Phase 1)

(a) Pre-Qualification Criteria

Only the following enterprises will be considered for this tender:

1. B-BBEE status of level 1 to 3

NB: *A valid certified copy of a B-BBEE Certificate or valid sworn affidavit must be submitted to be considered for this tender. **B-BBEE certificate must be issued by SANAS accredited agency or a valid sworn affidavit in line with DTI regulations. (RSA suppliers only).***

(b) Elimination Criteria

Proposals will be eliminated under the following conditions:

- Submission after the deadline (Closing date and time);
- Proposals submitted at incorrect email;
- Suppliers that are listed on the National Treasury Database of restricted suppliers;
- Non-submission of valid letter of Good Standing for COIDA relevant to scope of work;
- Bidder who did not provide an active and valid CIBD registration with **2 SN or higher**;
- Bidder who did not provide proof of public liability cover of a minimum of R1 Million.

- Bidder who did not complete the SBD 1 form; and
- Bidder who did not complete and sign the “Declaration by Tenderers” form.

30.2 Technical Evaluation Criteria (Phase 2)

Only proposals that have met the Pre-Qualification Criteria and are not eliminated will be evaluated for technical/functionality. Technical/Functionality will be evaluated as follows:

- I. Functional Evaluation – Proposals will be evaluated out of **100 points** and are required to achieve minimum threshold of **50 points** on each of the individual criteria, and minimum threshold of **70 points** of **100 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"> • The service provider must have a minimum of three (3) years in waterproofing services; • The bidder must provide a clearly detailed profile, which includes a value proposition, stipulating the number of years rendering similar services and reflecting the required scope of works (Waterproofing services). • The profile must not be longer than 10 pages 	15
Technical Proposal and Work Methodology	<ul style="list-style-type: none"> • Provide a methodology and approach for the waterproofing of concrete roofs using 4mm dual reinforced torch-on waterproofing membrane. Provide a typical Project Plan for removal of old waterproofing and applying new torch-on waterproofing membrane on a 1000m2 concrete roof. The Plan should include activities, deliverables and estimated timelines. 	20
Client References	<ul style="list-style-type: none"> • Provide at least three (3) relevant contactable reference letters/Completion certificates for waterproofing work from three (3) different clients; 	20

	<ul style="list-style-type: none"> Provide at least three (3) copies of waterproofing guarantee certificates from material manufacturer. 	15
Staff Capability	<ul style="list-style-type: none"> Provide detailed CV of Site Foreman/supervisor with at least three (3) years' experience on foreman/supervisory role in waterproofing work and a Built Environment Qualification from a registered institution. (Attach Proof of valid and SAQA accredited Built Environment Qualification: Construction Management or Engineering or Quantity Surveying or Architecture or Project Management) 	20
	<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 each of the individual criteria will be eliminated from further evaluation Price and B-BBEE Evaluation.

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

31 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the Broad-Based Black Economic Empowerment (BBBEE) Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that CSIR will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R50 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable. Despite the stipulated preference point system, CSIR shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

Respondents are required to complete (the B-BBEE Preference Point Claim Form – Annexure H) and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim CSIR RFP No.: 3415/18/12/2020

Form in order to obtain preference points for their B-BBEE status. Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in this RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

31.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture (JV) or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage (%) split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by CSIR through this RFP process. This written confirmation must clearly indicate the percentage (%) split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to CSIR.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

31.2 Subcontracting

CSIR fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to Exempted Micro Enterprises (EMEs), Start-up companies and Qualifying Small Enterprises (QSEs) which are Black Owned, Black Women Owned, Black Youth Owned, companies owned by Black People with Disabilities, including any companies designated as B-BBEE Facilitators¹. (1 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.)

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

32 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. 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. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number:

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

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: www.csd.gov.za;
- provide the CSIR of their CSD registration number; and
- provide the CSIR with a valid original or certified copy of their B-BBEE certificate or sworn affidavit. If no certificate or sworn affidavit can be provided, no points will be scored during the evaluation process. (RSA suppliers only).

Annexure A
Technical Specification for the Provision of waterproofing, sealing and painting services

1 INVITATION FOR PROPOSAL

Proposals are hereby invited from suitably qualified and experienced waterproofing contractors for appointment of a panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) years.

The top five (5) bidders who score the highest number of functional/technical points following the CSIR approved evaluation process based on the evaluation criteria set out in section 30 above (evaluation criteria), will be appointed and contracted to form part of the panel to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5). The bidders will be registered on the CSIR supplier database as well as given a fair opportunity to bid for future work following the CSIR procurement policy.

2 PROPOSAL REQUIREMENTS

All proposals are to be submitted in the format specified in this RFP.

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.

2.1 Technical Proposal

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

- a. Covering letter;
- b. Company profile clearly stipulating the number of years rendering waterproofing services.
- c. Provide a methodology and approach for the proposed required solution- This should include a project plan samples with deliverables and estimated timelines;
- d. Value proposition to the CSIR (e.g. flexibility);
- e. Provide a valid letter of good standing issued by Department of Labour for Compensation for Occupational Injuries and Diseases (COID);
- f. Provide an active and valid CIBD registration with **2 SN** or **higher** with the Waterproofing of basements, roofs and walls using specialist systems class;

- g. Provide proof public liability cover of a minimum of R1 Million;
- h. Provide detailed CV and certified qualifications of the site foreman. The foreman must have at least certificate in waterproofing or Building Environment Qualification from registered institution and qualification must be accredited by South African Qualification Authority SAQA;
- i. 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;
- j. Provide at least three (3) copies of guarantee certificates from the material Manufacturer;
- k. Provide at least three (3) relevant contactable references letters/final completion certificate for waterproofing work done from three (3) different companies;
- l. Provide a completed and signed SBD 1 form; and
- m. Provide a completed and signed "Declaration by Tenderers" form.

3 PROPOSAL SPECIFICATION

3.1 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:

3.1.1 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.

3.1.2 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.

3.1.3 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

Annexure B
Technical Evaluation Matrix/Rubrics

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 service provider must have a minimum of three (3) years in waterproofing services; 	< 3 year	0 Points	10
			3 years	5 Points	
			4 years	7 Points	
			>5 years	10 Points	
		<ul style="list-style-type: none"> The bidder must provide a clearly detailed profile, which includes a value proposition, stipulating the number of years rendering similar services and reflecting the required scope of works (Waterproofing services). The profile must not be longer than 10 pages. 	No profile submitted	0 Points	5
			Profile provides limited information and does not match the years of experience and the relevant of the work done	5 Points	
			Profile provides sufficient information and matches years of experience and the relevancy of the work done	7 Points	
			Profile provides sufficient information and presented quality portfolio of evidence and colourful pictures	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. 	No Implementation Plan / Methodology and Approach submitted :	0 Points	20
			Methodology and approach is of inadequate quality:	5 Points	
			Methodology and approach is of marginal quality:	7 Points	
			Methodology and approach is of fair quality:	10 Points	
3	Client References (Only relevant references):				
			<3-Reference	0 Points	20

	<ul style="list-style-type: none"> Provide at least three (3) contactable references letters/Final completion certificate for waterproofing work done; 	<ul style="list-style-type: none"> References must be on official letterhead, clear contact details and must be signed by referee 	3-References, 5 Points 4-References 7 Points ≥5-References 10 Points	
	<ul style="list-style-type: none"> Provide at least three (3) copies of guarantee certificates from the material Manufacturer. 	<ul style="list-style-type: none"> Guarantee Certificate must be signed by authorised personnel. 	<3-Guarantee Certificate 0 Points 3-Guarantee Certificate 5 Points 4-Guarantee Certificate 7 Points ≥5-Guarantee Certificate 10 Points	15
Staff Capability				
4	Site Foreman/Supervisor <ul style="list-style-type: none"> Provide detailed CV of Site Foreman Provide qualification of Foreman/Supervisor 	<ul style="list-style-type: none"> Provide detailed CV of Site Foreman indicating at least three (3) years of foreman/supervisory role the foreman has been carrying out waterproofing must be provided. 	< 3 years' experience with built environment qualification. 0 points	10
			2 – 3 years' experience with built environment qualification. 5 points	
			3 – 5 years' experience with built environment qualification. 7 points	
			>6 years' experience with built environment qualification. 10 points	
		<ul style="list-style-type: none"> Foreman/Supervisor must have at least a certificate in waterproofing or qualification of a diploma (NQF Level 6) in relevant building environment profession (Built Environment Qualification :Construction Management or Engineering or Quantity Surveying or Architecture or Project Management) 	Do not have minimum of NQF Level 6 qualification in Building environment or certificate in waterproofing; 0 points	10
			<ul style="list-style-type: none"> NQF Level 6 qualification in Building environment or Certificate in Waterproofing; 5 points	
<ul style="list-style-type: none"> NQF Level 7 qualification in Building environment 7 points				

			<ul style="list-style-type: none"> NQF Level 8 and above qualification in Building environment 	10 points	
<ul style="list-style-type: none"> Provide at least three (3) detailed CV(s) of other key personnel each indicating at least three (3) years of working experience the key personnel have been carrying out waterproofing. 	<ul style="list-style-type: none"> Detailed CV(s), indicating the number of years the key personnel has been carrying out waterproofing must be provided. 	< 3 CVs of the other key personnel each indicating at least three (3) years of working experience the key personnel have been carrying out waterproofing	0 points	10	
		3 CVs of the other key personnel each indicating at least three (3) years of working experience the key personnel have been carrying out waterproofing	5 points		
		4 CVs of the other key personnel each indicating at least three (3) years of working experience the key personnel have been carrying out waterproofing	7 points		
		≥5 CVs of the other key personnel each indicating at least three (3) years of working experience the key personnel have been carrying out waterproofing	10 points		
TOTAL					100

Annexure C
PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

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

carrying on business trading/operating as

represented by _____ in my capacity as

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

FULL NAME(S) CAPACITY SIGNATURE

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CSIR's:

1. General RFP Terms and Conditions; and
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 the letter of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR's acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, CSIR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period as determined by the CSIR.

Furthermore, I/we agree to a penalty clause/s which will allow CSIR to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Subcontracting.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CSIR with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder:
Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why

their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

VALIDITY PERIOD

CSIR requires a validity period of 120 [one hundred and twenty Business Days from closing date] against this RFP.

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

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

1. Registration number of company / C.C.

2. Registered name of company / C.C.

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

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this bid will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Valid letter of Good Standing for COIDA	
Active and valid CIBD registration with 2 SN or higher ;	
Public liability cover of a minimum of R1 Million.	
Complete and signed SBD 1;	
Complete and signed "Declaration by Tenderers";	
B-BBEE Certificate or sworn affidavit	

b) Essential Returnable Documents

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

Essential Returnable Documents required for evaluation purposes:

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

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
Company Profile	
Technical Proposal: Methodology and Approach	
Detailed CV and 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;	
Detailed CV(s) of other key personnel indicating the number of years the key personnel have been carrying out waterproofing;	

Valid CIBD registration with 2 SN or higher with the Waterproofing of basements, roofs and walls using specialist systems class	
Copies of guarantee certificates from materials Manufacturer:	
Contactable references letters/ Final completion certificates, for waterproofing work done.	

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.

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

<u>OTHER ESSENTIAL RETURNABLE DOCUMENTS</u>	SUBMITTED [Yes/No]
Annexure D: Proposal Form and List of Returnable documents <i>(This document)</i>	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Proof of subcontracting arrangements if the respondent will subcontract some of the works	
Annexure H: SBD 1 [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
Annexure E: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
Annexure E: RFP Declaration and Breach of Law Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure D

CERTIFICATE OF ACQUAINTANCE WITH RFP, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by CSIR's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure E
RFP Clarification Request Form

RFP deadline for questions / RFP Clarifications: Before **16:30** on **09 October 2020**

TO: CSIR

ATTENTION: -----

EMAIL tender@csir.co.za

DATE: _____

FROM: _____

RFP Clarification No [to be inserted by CSIR]

--

**Annexure F
SBD1 Form**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH					
BID NUMBER:	RFP: 3415/18/12/2020	CLOSING DATE:		CLOSING TIME:	16:30
DESCRIPTION	For appointment of a Panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR)
CSIR GATE 3 – MAIN RECEPTION ARES (TENDER BOX)
MEIRING NAUDE ROAD
BRUMMERIA, PRETORIA.
SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

3.1.3.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	3.1.3.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
3.1.3.3 SIGNATURE OF BIDDER	3.1.3.4 DATE	
3.1.3.5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
3.1.3.6 TOTAL NUMBER OF ITEMS OFFERED		3.1.3.7 TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CSIR	CONTACT PERSON	N/A
CONTACT PERSON	N/A	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tender@csir.co.za
E-MAIL ADDRESS	tender@csir.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Annexure G
DECLARATION BY TENDERER AND BREACH OF LAW FORM

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

NAME OF ENTITY:

We _____ do hereby certify that:

1. CSIR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. we have been provided with sufficient access to the existing CSIR facilities/sites and any and all relevant information relevant to the Services as well as CSIR information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFP from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
6. we have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the CSIR Supplier Integrity which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with CSIR;
7. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
8. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.
9. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

Indicate nature of relationship with CSIR:

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

10. We declare, to the extent that we are aware or become aware of any relationship between ourselves and CSIR [other than any existing and appropriate business relationship with CSIR] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CSIR immediately in writing of such circumstances.
11. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
12. We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

13. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

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

ANNEXURE H

Draft Service Level Agreement



For appointment of a Panel of service providers to provide Waterproofing, Sealing and Painting of roofs for the CSIR as and when required for a period of five (5) years

SERVICE LEVEL INDICATORS

First Edition
November 2020

SERVICE LEVEL INDICATORS

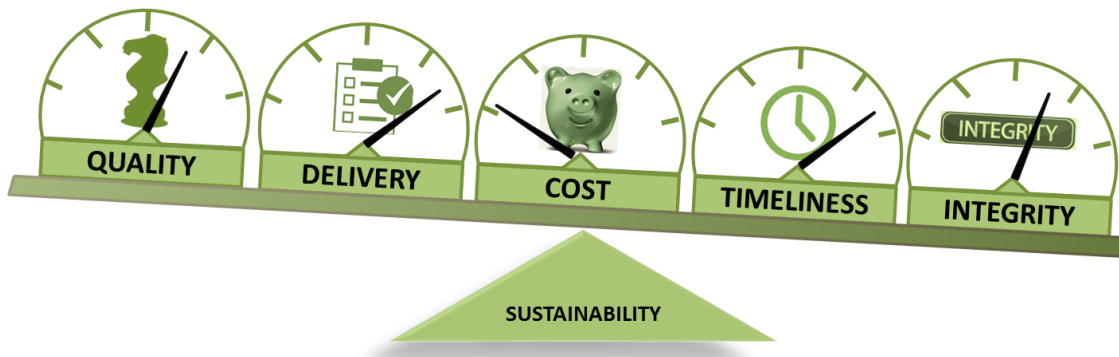
1. INTRODUCTION

The purpose of the Service Level Indicators is to guide and document the expectations and requirements of the services to be rendered to the CSIR by the Service Provider.

This document may be used as the benchmark against which reviews and, as appropriate, modifications to the service provided by the Service Provider shall take place.

2. KEY PERFORMANCE INDICATORS

Key performance indicators (KPIs) are management tools designed to monitor supplier performance and help meet the goals, objectives and service levels of the contract.



3. RANGE OF SERVICES

The Services rendered are reflected in the Scope of Work (Paragraph 5: Scope of Work and Deliverables).

4. MEASUREMENT CRITERIA

The following table lists a comprehensive number of Key Performance Areas and Indicators:

<i>Key Service Area</i>	<i>Description of Service</i>	<i>Target</i>	<i>Frequency of Measurement</i>	<i>Weighting of Service</i>	<i>Comments</i>
MAJOR SERVICES AS PER SCOPE OF WORK					
Waterproofing	Waterproofing done as per specification to the CSIR satisfaction and required quality and completed on time	80% to 100% of CSIR satisfaction	As and when required	30	
COMMUNICATION					
Communication	Investigating enquiries when they are raised and provide prompt feedback within 24 hours.	within 24 hours	When is needed	3	
COMPLIANCE					
Health and safety act	Complying with all the set regulations under health and safety act.	100%	Bi- Annually	3	
ACCOUNT MANAGEMENT					
Invoicing	Invoices submitted must be accurate and as per agreed rates.	100%	As and when required	2	
Handling of Compliments and Complaints	Recording all complaints related to Service Provider's as a ratio of complaints to the total number of transactions. The ratio must be less than 1%.	Ratio of number of complaints to number of transactions to be less than 1	Annually	2	
	Where possible all complaints to be acknowledged within 4 hours of receipt	95% of all complaints within 3 hours	As and when required	2	
	Complaints related to service provided to be addressed within 24 hours	95% of all complaints within 24 hours	As and when required	2	
	All complaints and compliments to be logged in a register and all	100% complaints and compliments registered.	As and when required	2	

<i>Key Service Area</i>	<i>Description of Service</i>	<i>Target</i>	<i>Frequency of Measurement</i>	<i>Weighting of Service</i>	<i>Comments</i>
	complaints to be resolved within 2 business days	90% complaints resolved within 2 days			
VALUE ADDED SERVICES					
General building maintenance Services value added services	Customer satisfaction surveys to measure value added services to the CSIR portfolios or clusters.	80-100% satisfaction	As and when required	3	
COST MANAGEMENT RFQ					
Response to RFQ	Response to all RFQs to be issued under the Panel	80-100% Response	As and when required	10	
CONTINGENCY					
After hours/emergency services	Service Provider rendering same-day service when required.	100%	As and when required	5	
	Rendering after hours services, Monday to Friday outside normal official hours as and when required basis and on weekends and Public Holidays	100%	As and when required	5	

ANNEXURE F
CSIR Safety Standard