

Request for Quotation

For the provision of B-BBEE audit and verification services to the CSIR for a period of three (3) years

Date of issue	Monday, 25 July 2022
Compulsory Briefing Session	None
Closing Date and Time	Date: Wednesday, 10 August 2022 Time: 16H30
RFQ Number	RFQ No. 5879/10/08/2022
Contact details	For submission of quotations or any other enquiries: tender@csir.co.za (Please use RFQ No. as subject reference)

SECTION A: TERMS OF REFERENCE, SCOPE OF WORK, TECHNICAL SPECIFICATION AND FUNCTIONAL REQUIREMENTS

1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading African research and technology development organisations. The CSIR's mandate is to undertake directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR lives and achieves this mandate in partnership with national and international research and technology institutions, parties in the public and private sectors and with civil societies.

2 INVITATION FOR QUOTATION

Quotations are hereby invited for the provision of B-BBEE audit and verification services to the CSIR for a period of three (3) years.

3 SCOPE OF WORK AND DELIVERABLES

Bidders are requested to quote the CSIR on the following requirements

3.1 The appointed service provider will be required to

- Meet with the Subject Matter Experts (SME) and provide the CSIR with the verification manual and templates to be used to collate the required information / data.
- Sample from the information / data submitted and indicate all the required documents for verification.
- Conduct site visit to verify information submitted and conduct interviews with employees.
- Provide the CSIR with a new B-BBEE certificate before the expiration of the existing one.
- Have a B-BBEE tool that is compatible with the CSIR's for information transfer purposes, e.g., BEE Trax.
- Assist the CSIR with the preparation of required documentation for submission to the BEE Commission.

3.2 Key deliverables and outputs must include but not limited to:

- Detailed B-BBEE verification and audit output report indicating current position and improvement areas.
- B-BBEE certificate confirming the rating and status level.
- Completed documentation that is ready for submission to the BEE Commission.

4 PRICING SCHEDULE / BILL OF MATERIALS

Bidders are to quote as per the below pricing/billing schedule, as indicated in **Annexure B**.

Notes to Pricing:

Bidders are to note that if the price offered by the highest scoring bidder is not market related, CSIR may not award the contract to that bidder. CSIR may:

- negotiate a market-related price with the respondent scoring the highest points or cancel the RFQ.
- if that bidder does not agree to a market-related price, negotiate a market-related price with the bidder scoring the second highest points or cancel the RFQ.
- if the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points or cancel the RFQ.
- If a market-related price is not agreed with the bidder scoring the third highest points, CSIR may cancel the RFQ.

NB: The above cost must be inclusive of all costs required to render the required services as per above scope of work and specifications

4.1 Additional quotation requirements (These must be submitted with and/or indicated in quote):

- The bidder must submit quotation on their official company letterhead.
- Bidders must quote as per below pricing schedule, Annexure B in line with the stipulated specifications.
- The pricing must be firm and inclusive of all costs required to render/deliver the required goods and/or services to the CSIR for the duration of a three-year period

- Bidders will be required to provide at least three (3) contactable reference letters from 3 different clients for similar projects rendered between 2011 and 2022.
- Goods and/or services are to be delivered to the CSIR Scientia site in Pretoria, Gauteng.
- The bidder must be accredited with SANAS.
- The bidder must submit a three (3) year project plan.

5 MANDATORY DOCUMENTS REQUIRED / RETURNABLES

Bidders must submit the below-mentioned documents and/or information and confirm compliance thereof.

Item No	Description	Submitted Yes/No
1.	Official quotation on company letterhead	
2.	Completed and duly signed Standard Bidding Form (SBD 1)- Invitation to bid, Annexure A	
3.	Completed price schedule, Annexure B	
4.	SANAS accreditation	
5.	Three (3) contactable reference letters	
6.	Three (3) year project plan	
7.	Completed and duly signed Bidder's Disclosure Form- SBD 4, Annexure D	

NB: Non-submission of the above-mentioned documents as well as any deviation from the above quotation requirements and specifications may deem your submission unresponsive and may thus result in your submission not being considered for Price and BBBEE evaluation

6 ELIMINATION CRITERIA

Bidders will be eliminated if they fail to provide the following information:

- Late submission of quotes.
- Submission at wrong location or incorrect email address (**Please submit electronically to tender@csir.co.za**).
- If Bidder fails to submit any of the mandatory/returnable documents specified in **section 5**.

SECTION B: TERMS AND CONDITIONS

7 PRICING QUOTATION

- 7.1 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, if applicable.
- 7.2 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, etc.
- 7.3 Payment will be according to the CSIR Payment Terms and Conditions.

The price should be firm and inclusive of costs and all services required to deliver on the required goods and/or services.

8 PROCEDURE FOR SUBMISSION OF QUOTATIONS

- All quotations must be submitted electronically to: tender@csir.co.za
- Respondents must use the RFQ number as the subject reference number when submitting their bids
- The email and file sizes should not exceed a total of 25 per email
- The naming / labelling syntax of files or documents must be short and simple (e.g., BBBEE Certificate)
- Each bidder will be limited to send two emails with their submissions, and the subject of the email must clearly reference the bidder's name and RFQ number
- All documents submitted electronically via email must be clearly visible.
- Documents submitted via cloud solutions such as: *WeTransfer*, *Google Drive*, *Dropbox*, etc. will not be considered.
- Tenders or documents received after the closing date and time will be considered as a late submission. Late submissions will not be evaluated.

NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

9 REQUIREMENTS FOR A VALID BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE, CIPC CERTIFICATE AND SWORN AFFIDAVIT

9.1 Only those tenderers who submit a valid SANAS accredited B-BBEE certificate or Sworn Affidavit (DTIC or CIPC) will be awarded points for B-BBEE during evaluation.

9.2 The following constitutes a valid **B-BBEE certificate:**

- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address;
- Value-Add Tax number, where applicable;
- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes;
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE Verification Certificate.
- Date of issue and expiry (e.g., 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate
- Financial period which was used to issue the B-BBEE Verification Certificate.
- Unique identification number of the B-BBEE verification professional or agency (e.g., BVA...).
- Name and logo/mark of the B-BBEE verification professional or agency.
- A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website (www.sanas.co.za). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
- The SANAS logo on the B-BBEE Verification Certificate.

9.3 The following constitutes a valid **DTIC Sworn Affidavit:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.

- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
- Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
- B-BBEE Status level. An enterprise can only have one status level.
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

9.4 The following constitutes a valid **CIPC B-BBEE certificate**:

- Name of enterprise, registration number and business address.
- Date of issue and expiry adding to twelve months (e.g., 9 June 2018 to 8 June 2019) must be indicated.
- Percentage of total black ownership, black female ownership and total white ownership.
- Certificate number.
- Barcode with tracking number
- Barcode with enterprise number.
- B-BBEE Status and procurement recognition level.
- The DTIC logo on the top left corner, and CIPC logo on the top right corner.
- CIPC watermark

10 SUB-CONTRACTING

10.1 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.

- 10.2 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.
- 10.3 If the tender intends to sub-contract, they must indicate the value of the work in Rands to be sub-contracted in relation to the total tendered amount. The supplier must also indicate the name(s) of the company / contractor.
- 10.4 All BBBEE certificates of the sub-contractors must also be submitted. Non-submission will result in 0 points being awarded for BBBEE.
- 10.5 In case of proposal from a joint venture, the following must be submitted together with the proposal/Quotation:
- 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 certificates.

11 CORRECTNESS OF RESPONSES

- 11.1 The tenderer must confirm satisfaction regarding the correctness and validity of their quotation and that all prices and rates quoted cover all the work/items specified in the RFQ. 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 ADDITIONAL TERMS AND CONDITIONS

- 12.1 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.
- 12.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

- 12.3 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.
- 12.4 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Quotation.

13 CSIR RESERVES THE RIGHT TO

- 13.1 Extend the closing date;
- 13.2 Verify any information contained in a proposal;
- 13.3 Request documentary proof regarding any tendering issue;
- 13.4 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- 13.5 Award this RFQ as a whole or in part; and
- 13.6 Cancel or withdraw this RFQ as a whole or in part.

14 PERSONAL INFORMATION

- 14.1 Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The Client further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 14.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 14.3 The Client consents to the transfer of such information to CSIR’s business contacts outside South Africa in order to further its business interests.
- 14.4 While performing any activity where a Party is handling personal information as a “responsible party” (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act,

this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.

- 14.5 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.
- 14.6 Where relevant, the Client shall procure that all of its personnel, agents, representatives, contractors, sub-contractors, and mandataries shall comply with the provisions of this clause 12 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit Client's compliance with the requisite POPI Act safeguards.

15 DISCLAIMER

This RFQ is a request for quotations only and not an offer document. Answers to this RFQ must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its quotation, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFQ, 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.

16 OTHER TERMS AND CONDITIONS

- 16.1 The supplier shall under no circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.
- 16.2 A validity period of **90 calendar days** will apply to all quotations except where indicated differently on the quote.
- 16.3 Awarding of tenders will be published on the National Treasury e-tender portal or the CSIR's tender website. No regret letters will be sent out

17 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.

18 Note: This is not a Purchase Order

19 ANNEXURE A - SBD 1 FORM: INVITATION TO BID

20 ANNEXURE B – PRICE SCHEDULE

Deliverables	Rate per Hour / Price	Proposed Number of hours	Disbursements	Total Amount (Excl. Vat)	Total Amount (VAT inclusive)
BEE Verification audit and services (including reports and new B-BBEE certificates – Year 1					
BEE Verification audit and services (including reports and new B-BBEE certificates – Year 2					
BEE Verification audit and services (including reports and new B-BBEE certificates – Year 3					
				Sub - Total (Excl. Vat)	
				Year 1, Year 2, Year 3	
				15% Vat	
				Total (Incl. Vat)	
				Year 1, Year 2, Year 3	

Note: Please submit quotation on your official company letterhead.

**21 ANNEXURE C – PRICING PROPOSAL FROM
THE BIDDER IS TO COMPLETE AND SIGN THE TENDER FORM**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Tender Data as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

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 Rand (in words); R (in figures),

This offer may be accepted by the CSIR by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____
Name(s) _____
Capacity _____
For the Bidder _____
Name and _____
signature of _____
witness _____ **Date** _____

22 ANNEXURE D – SBD 4, BIDDER’S DISCLOSURE FORM