

Request for Proposals (RFP)

For the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months.

RFP No. 3631/23/05/2024

Date of issue	Tuesday, 07 May 2	024	
	Date and Time	Date: Tuesday, 14 May 2024	
Compulsory online	Date and Time	Time: 09H00	
Briefing Session		Join the meeting now	
	MS Teams Link	Meeting ID: 361 709 198 302	
		Passcode: WAQTRd	
	Strategic	E-mail: <u>tender@csir.co.za</u>	
Enquiries	Procurement Unit		
	Please use RFP No. and RFP Description as subject reference		
Last date for submission	Date: Friday, 17 May 2024		
of enquiries/clarifications	Time: 16H30		
Electronical submission	tender@csir.co.za (If tender submission exceeds 25MB		
	multiple emails can be sent)		
CSIR business hours	08h00 – 16h30		
Category	Security Services		
	Date: Thursday, 23	May 2024	
Closing date and time	Time: 23H30		
	(Late submissions will not be considered)		

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SECTION A

GENERAL RFP TERMS AND CONDITIONS

1 INTRODUCTION

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

2 SUBMISSION OF PROPOSALS

- 2.1 All proposals are to be submitted electronically to <u>tender@csir.co.za</u>. No late proposals will be accepted.
- 2.2 All proposals will only be considered if received by the CSIR before the closing date and time (as indicated on the cover page). The CSIR business hours are between 08h00 and 16h30.
- 2.3 All proposal submissions are to be clearly subject referenced with the <u>RFP number and</u> <u>RFP Description</u>. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

PART 1: Technical Proposal (Please indicate the RFP Number on each file/folder)
PART 2: Pricing Proposal, Specific Goals claim documentation: RFP No.: (Please indicate the RFP Number on each file/folder)

- 2.4 Proposals submitted must be signed by a person or persons duly authorised.
- 2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).
- 2.6 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, will be returned unopened to the Bidder(s).
- 2.7 All dates and times in this bid are South African standard time.
- 2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any

action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

- 2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.10 The naming / labelling syntax of files or documents must be short and simple.
- 2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, specific goals, and objective criteria.

3 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.

4 FRONTING

- 4.1 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.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the RFP evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within 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.

5 PRICING PROPOSAL

- 5.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.
- 5.3 Price should include additional cost elements such as travel cost, freight, insurance until acceptance, duty where applicable, etc.
- 5.4 Payment will be according to the <u>CSIR Payment Terms and Conditions</u>.
- 5.5 Please provide a detail pricing using a Pricing Schedule outlined under Annexure D.Pricing must strictly be in accordance with the Pricing Schedule.

6 APPOINTMENT OF SERVICE PROVIDER

- 6.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 6.2 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.
- 6.3 Awarding of contracts will be published on the same platform where the bid was published, and no regret letters will be sent to unsuccessful bidders.

7 SERVICE LEVEL AGREEMENT

- 7.1 Upon award the CSIR and the successful bidder will conclude an agreement in line with applicable form of contract (i.e. **Draft Supplier 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 (Annexure K) included in this tender pack.
- 7.2 The CSIR reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to the organisation.

8 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR to the email and format outlined in the table on cover page of this RFP document.

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.

9 MEDIUM OF COMMUNICATION

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

10 CORRECTNESS OF RESPONSES

- 10.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.
- 10.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

11 VERIFICATION OF DOCUMENTS

- 11.1 Bidders should 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.
- 11.2 Pricing schedule and specific goals credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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.

13 ADDITIONAL TERMS AND CONDITIONS

- 13.1 A bidder 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.
- 13.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 13.3 In case of proposal/s from a joint venture, the following must be submitted together with the proposal/s:
 - A joint venture agreement signed by both parties clearly indicating the lead partner, including split of work;
 - Copy of a valid certificate or consolidated B-BBEE score card;
 - The Tax Compliance Status (TCS) or CSD Report of each joint venture partner;
 - Proof of ownership/shareholder certificates/copies; and
 - Company registration certificate/s.
- 13.4 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.
- 13.5 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.
- 13.6 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

14 SPECIAL CONDITIONS

The CSIR reserves the right to:

- 14.1 Extend the closing date of this RFP;
- 14.2 Correct any mistakes before closing date and time of the tender that may have been in the Bid documents or occurred at any stage of the tender process;

- 14.3 Verify any information contained in the bidder's submission;
- 14.4 Request documentary proof regarding the bidder's submission;
- 14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFP;
- 14.6 Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 14.7 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract;
- 14.8 Award this RFP as a whole or in part;
- 14.9 Award this RFP to multiple bidders;
- 14.10 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;
- 14.11 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;
- 14.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 15.1 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")
 - 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;

- seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, 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;
- f. has in the past engaged in any matter referred to above; or
- g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

17 PREPARATION COSTS AND LIMITATION OF LIABILITY

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.

A bidder participates in this bid process entirely at its own risk and cost. The CSIR shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

18 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the CSIR incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the CSIR harmless from any and all such costs which the CSIR may incur and for any damages or losses the CSIR may suffer.

19 PRECEDENCE

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.

20 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.

21 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.

22 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.

23 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.

24 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.

25 PERSONAL INFORMATION

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

Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 25 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders' compliance with the requisite POPI Act safeguards.

26 DISCLAIMER

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

SECTION B

EVALUATION METHODOLOGY

27 TERMS OF REFERENCE

This RFP is for the provision of Security Systems Maintenance at the CSIR Gauteng Sites for a period of 36 months. The service offering must include all requirements as set out in **Annexure B**.

28 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:

Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Price and Preference Points Evaluation (Phase 3)	Objective Criteria
Only bidders that comply with	Bidder(s) are required to achieve	Bidder(s) will be	The CSIR reserves
ALL the criteria set on	a predetermined minimum	evaluated out of 100	the right to award
paragraph 28.1 on Phase 1	threshold on each of the individual	points i.e., 80 points	this tender to a
below will proceed to	criteria, and a predetermined	for Price and 20	bidder that did not
Technical/Functional	minimum threshold on 100 points	points for Preference	score the highest
Evaluation (Phase 2).	overall. Only bidder (s) who met	Points.	total number of
	and/or exceeded the minimum		points in accordance
	threshold points on Phase 2		with Section (2) (1)
	below will proceed to Price and		(f) of the PPPFA (Act
	Preference Points Evaluation.		5 of 2000).
	(Phase 3)		

28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- a) Bidders that submit late bids will not be considered.
- b) Bidders that submit to the incorrect location or email address will not be considered (Only electronic submission to <u>tender@csir.co.za</u> would be considered).
- c) Bidder that fails to attend the compulsory online briefing session will not be considered.
- d) Bidder that are listed on the NT database of restricted suppliers will not be considered.
- e) Bidders that are registered on the NT Register of Tender Defaulters will not be considered.

 f) Bidder that did not submit mandatory returnable documents as Annexure E: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table).

28.2 Technical Evaluation Criteria (Phase 2)

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

No	ELEMENT	ELEMENT DESCRIPTION	WEIGHT
1.	Methodology and technical approach	 The Bidder must submit a methodology and technical approach proposing the solution for the CSIR requirements. The methodology and technical approach must indicate the capacity of the bidder with regards to availability of. resources tools and techniques maintenance plan spares management after hours support project team organogram problem identification and reporting SHEQ Plan 	30
2.	Company Experience (Reference Letters)	The Bidder must submit a minimum of three (3) contactable reference letters in security systems maintenance <i>or</i> for similar work completed between 2017 and 2024. The reference letters submitted must be accessible for vetting. Purchase orders, contracts and appointment letters will not be considered as reference letters.	40
3.	Experience of Lead Technician	The Bidder must submit a detailed CV of the Lead Technician who will be assigned to the project. The Lead Technician must have a minimum of 5 years work experience in security systems maintenance.	30
		TOTAL (%)	100

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

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

28.3 Price and Preference Points Evaluation (Phase 3)

Only Bidders that have met meet minimum thresholds on Technical/functional Evaluation will be evaluated for price and preference points. Price and Preference Points will be evaluated as per **Annexure G**: Preference Points Award Form.

29 OBJECTIVE CRITERIA

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

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

30 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

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. 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: <u>www.csd.gov.za;</u>
- provide the CSIR of their CSD registration number.

Annexure A

Standard Bidding Document (SBD) 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR								
BID NUMBER:	RFP N 3631/2	No. 23/05/2024	CLOSING DATE:		23 May 2024		LOSING ME:	23H30
DESCRIPTION						of 36 months		
BID RESPONSE	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CSIR SCIENTIA							
exceed 25MB, bit tender as the sub	The CSIR requires that all tender submissions be submitted electronically to <u>tender@csir.co.za</u> . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number 3631/23/05/2024 and description of the tender as the subject on your email.							
BIDDING PROC TO	EDURE	E ENQUIRIES MA	Y BE DIRECTED	TECH		S MAY	BE DIRECTE	ED TO:
CONTACT PERS	SON	Strategic Procur	ement Unit	CON	TACT PERSON	Strat	egic Procuren	nent Unit
TELEPHONE NUMBER		012 841-2911		TELE	PHONE NUMBER	012	841-2911	
FACSIMILE NUM	/BER	N/A		FACS	SIMILE NUMBER	N/A		
E-MAIL ADDRES		tender@csir.co.:	za	E-MA	IL ADDRESS	tende	er@csir.co.za	
SUPPLIER INFO	RMAT							
NAME OF BIDDI	ER							
POSTAL ADDRE	SS							
STREET ADDRE	SS							
TELEPHONE NUMBER	CODE NUMBER							
CELLPHONE NUMBER								
FACSIMILE NUM	/IBER	CODE			NUMBER			
E-MAIL ADDRES	SS							
VAT REGISTRA NUMBER	TION							
SUPPLIER		TAX			CENTRAL			
COMPLIANCE STATUS		COMPLIANCE SYSTEM PIN:		OR	SUPPLIER DATABASE No:	MAA	A	
1 ARE YO THE ACCREDIT REPRESENTAT	ED IVE		—		ARE YOU A EIGN BASED SUPP THE GOODS	LIER		
IN SOUTH AFRI FOR THE GOOD /SERVICES /WC	DS	☐Yes [IF YES ENCLO	□No SE PROOFI	/SER	VICES /WORKS RED?		[IF YES, AN QUESTION BELOW]	
OFFERED?			1				,	
QUESTIONNAIR	RE TO I		SN SUPPLIERS					
IS THE ENTITY	A RESI	DENT OF THE R	EPUBLIC OF SOU	TH AFF	RICA (RSA)?] YES □ NO
DOES THE ENT	ΙΤΥ ΗΑ	VE A BRANCH II	N THE RSA?] YES 🗌 NO
DOES THE ENT	ΙΤΥ ΗΑ	VE A PERMANE	NT ESTABLISHMEI	ר או דא	THE RSA?] YES □ NO
DOES THE ENT	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?							

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

Annexure B

Technical Specification/Scope of Services for the provision of security systems maintenance at the CSIR Gauteng Sites for a period of 36 months.

RFP No. 3631/23/05/2024

1. INVITATION FOR PROPOSAL

Proposals are hereby invited for from reputable service providers for the provision of maintenance of security systems at the CSIR's Gauteng sites.

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.

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) Technical Specification/Scope of Services for the provision of Security Systems Maintenance at the CSIR Gauteng Sites for a period of 36 months.

2. PROPOSAL REQUIREMENTS

All proposals are to be submitted in a format specified in this enquiry however, bidders are welcome to submit additional / alternative proposals over and above the originally specified format.

2.1. Technical Proposal

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

- a. The bidder must submit a detailed methodology and technical approach proposing the solution for the CSIR requirements.
- b. The bidder must submit reference letters in security systems for projects completed between 2017 and 2024. The reference letters must be accessible for vetting.
- c. The bidder must submit a detailed CV of the Lead Technician who will be assigned to the contract. A minimum of five (5) years' work experience in security systems is required.

2.2. Financial Proposal:

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

- a. Cover Letter.
- b. Completed Pricing Schedule (Annexure D) on official company letterhead.
- c. CSD registration report (RSA suppliers only).

3. PROPOSAL SPECIFICATION

3.1. Scope of Work

Proposals are hereby invited from reputable service providers for the provision of the Maintenance and Servicing of Security Systems at the CSIR's Scientia campus.

The CSIR Scientia campus has security systems in place over 52 buildings. The site also has a 7.5km run of electrical perimeter fence. The security systems and electric fence require servicing and maintaining on a regular basis. The security systems comprise of the following:

- CCTV cameras Geovision, Hlkvision & Bosch
- Turnstar boom gates and turnstiles
- Access control system Impronet IXP 400/portal
- Alarm system MAMI
- Electrical perimeter fence Nemtek (Solar) energisers
- Automated building sliding doors DORMA & GEZE
- Radios and repeater station

Note: The CCTV cameras comprise of different brands of analogue and IP cameras throughout the campus.

The scope of works covers the CSIR sites located in Gauteng. The sites to be covered are:

- CSIR Scientia Campus, Pretoria (Main Campus)
- Johannesburg Carlow Road
- Johannesburg Cottesloe
- Pretoria Paardefontein
- Pretoria Kloppersbos

All after hours requests of accessing the campus for the execution of the work will be subject to prior arrangements between the Contractor, the end user, and the CSIR project manager.

3.2 SHEQ Requirements

The bidder needs to take into consideration the SHEQ requirements and be informed that no work will be performed without an approved safety plan by the CSIR.

3.3 Hardware Preventative and Corrective Maintenance

Hardware Prever	ntative and Corrective Maintenance
Requirements	Preventative Maintenance
	Provide regular, scheduled maintenance on all onsite physical equipment, in accordance with the agreed schedules and attached work-operating procedures, as listed in Annexure L to ensure maximum equipment life span and minimum downtime.
	Corrective Maintenance
	All tasks which are required to correct a hardware failure has occurred or in process of occurring and may consist of repair or replacements of components.
Scope	Scheduled Maintenance
	 Conduct tasks on all onsite system components as per SOPs in Annexure M. Rectification of faults identified during site visit. (own reference should be registered in place of the system generated workorder) Scheduled rectification of identified faults – subjected to approval by Security Services.
	Corrective Maintenance
	Resolve faults with the specified SLA threshold.
Responsibilities	Bidder
	 Actioning the corrective and Preventative maintenance. Attending call outs. Adhere to Health and Safety aspects. Adhere to policies, procedures, and standards.
Exclusions	Electrical work will be addressed by the in-house Electrical Department.
System Administ	ration
Requirements	 Access control server clean-up and data backup, rectify offline terminals and rectify system faults.

Scope	 NVR/DVR system Naming, and data retention reports to be created and updated monthly to retain maximum system availability. System availability will be based on the following definition of system down time: Failure of one or more functions affecting the security operations of the Control Room. System availability The administration of the control room environment must ensure maximum availability of all systems and services by providing fault resolution, monitoring, and preventative maintenance services.
	System down time is classified as the unavailability of functional operation required to operate the security systems as designed at the control room.
	Refer to Annexure M.
Responsibilities	Contractor
	Software licenses management
	System database management
	System firmware upgrade where applicable
	 Manage storage server applications and storage capacity
Exclusions	 Network infrastructure is managed by the in-house ICT department; however, fault report of this infrastructure is included.
Service period	Scheduled Maintenance
	 Scheduled maintenance will be carried out during normal working hours; 8H00 am – 4H30 pm Work to be carried out after working hours, prior arrangements must be done with the Project manager/Owner. Call Outs 24 hours a day /7 days
Manpower /	Description
Resources	
	Manpower to be deployed: Two (2) qualified Electrician / Electronics Technicians and Two (2) Technical assistants
	 The CSIR will provide the below resources to ensure that the Technician is able to carry out their duties as required: Working space, office Office telephone
	The appointed service provider company will need to provide the below resources to the assigned technical teams to ensure that they carry their activities. Laptop

 Cell phone Own vehicle to move around the main campus and to regional offices.
 Manpower will be based at CSIR Scientia campus and have scheduled site visits to the regional offices.

3.4 Reporting

Category	Description	Frequency
activities	spares used and outstanding work.	Every Tuesday of a new month
requests		As per SLA
	Detailed breakdown of occurred faults and preventative actioned.	On request
Systems Incident Management	Description	Frequency
Emergency System callouts	 A minimum of six (6) non billable call outs will be included in the monthly rates. A call out rate will apply to after-hours including weekends and public holidays for any call outs above the minimum 6 above. 	

Annexure C

Technical Evaluation Matrix/Rubrics

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months.

RFP No. 3631/23/05/2024

Scoring sheet to be used to evaluate functionality.

No.	Criteria	Proof required	Points allocation	Weight
1	Methodology and technical approach	The Bidder must submit a methodology and technical approach proposing the solution for the CSIR requirements. The methodology and technical approach must indicate the capacity of the bidder with regards to availability of. • resources • tools and techniques • maintenance plan • spares management • after hours support • project team organogram • problem identification and reporting • SHEQ Plan	The Bidder failed to submit a methodology and technical approach, or the methodology is submitted and only addresses four or less of the minimum key elements.0 pointThe Bidder has submitted a methodology and technical approach which addresses a minimum of the five key elements.5 pointsThe Bidder has submitted a methodology and technical approach which addresses a minimum of the seven of the key elements.7 pointsThe Bidder has submitted a methodology and technical approach which addressed a minimum of the seven of the key elements.7 pointsThe Bidder has also included sample of report template.10 pointsThe Bidder has submitted a methodology which addresses all the key elements.10 pointsThe Bidder has included sample of report template.10 pointsThe Bidder has submitted ISO 9001:2015, or the Bidder meets the principles of quality management standard.10	30

2	Company	The Bidder must submit a minimum of			40
	Experience (Reference Letters)	three (3) contactable reference letters in security systems maintenance or for similar work completed between 2017 and 2024.	The Bidder failed to submit relevant reference letters, or less than 3 relevant reference letters has been submitted.	0 point	
		The reference letters submitted must be accessible for vetting purposes.	The Bidder has submitted 3 - 4 relevant reference letters.	5 points	
		(Purchase Orders, Appointment	The Bidder has submitted 5 - 6 relevant reference letters.	7 points	
		Letters and Contracts will not be considered as references).	The Bidder has submitted more than 7 relevant reference letters.	10 points	
3	Experience of the Lead Technician	The Bidder must submit a detailed CV of the Lead Technician who will be	The Bidder failed to submit a CV of the Lead	0	30
		assigned to the project.	Technician, or the Lead Technician has less than 5 years' work experience.	point	
		The Lead Technician must have a minimum of five (5) years' work	The Bidder has submitted a CV of the Lead Technician, with 5 – 6 years' work experience. The Bidder has submitted a CV of the Lead	5 points 7	
		experience in security systems.	Technician with 7 – 8 years' work experience. The Bidder has submitted a CV of the Lead	points	
			Technician with more than 9 years' work experience.	points	
	1			Total points	100

Annexure D

Pricing Schedule- FIRM PRICES

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months.

RFP No. 3631/23/05/2024

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Pricing Instructions

1. For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Quantity (After-Hour Services): maximum estimated number of per group per category. Rate: The amount payable per hour.

- 2. The rates to be quoted in the Pricing Schedule are to be the fully inclusive prices for the work described under the items. Rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Rates must be line with Scope of work.
- Quantities stated on the After-Hour Services pricing schedule are based on estimates and will only be used for evaluation purposes. The successful bidder may not hold the CSIR liable for these quantities and final payment will be based on actual quantities issued through the implementation of the contract.
- 4. A rate shall be entered against each item in the Pricing Schedule. The bidder may not group a number of items together and tender one lump sum for such group of items.
- 5. Actual expenditure would be based on agreed rate and limited to approved budget for this project.
- 6. No unauthorized amendment shall be made to the Pricing Schedule or any part of the Pricing Instructions. If such amendment is made or if the Pricing Schedule is not properly completed, the tender will be rejected.
- 7. Please refers to **Annexure D** (in excel) for pricing schedule and completing. Bidder must complete the yellow cells.

Annexure E

Proposal Form and List of Returnable Documents

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months.

RFP No. 3631/23/05/2024

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 <u>CSIR's Purchasing Terms and Conditions</u> or

Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless CSIR should otherwise decide and so inform me/us in writing 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 90 [Ninety calendar days from closing date] against this RFP.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

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

The 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

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Mandatory Returnable Documents

Failure to provide any Mandatory Returnable Documents at the closing date and time of this bid <u>will</u> 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:

ITEM NO.	MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1	In the case of Joint Ventures, bidder must submit a copy of the <u>signed</u> Joint Venture Agreement.	
2	In the case of subcontracting arrangements, bidder must submit a copy of the <u>signed</u> subcontracting agreement.	
3	Provide a valid certificate of registration as an Electric Fence Installer with the Department of Employment and Labour in terms of Occupational Health and Safety Act, 1993, Electric Machinery Regulations 2011. (<i>The qualified individual/s must form part of the team to be deployed on</i> <i>site</i>)	
4	Proof of valid PSIRA letter of good standing issued to the company	
5	Proof of valid PSIRA registration for the main Director/s of the company	
6	A valid letter of good standing relevant to the scope of work from the Department of Employment and Labour (COIDA) or any approved private insurance firm.	
7	Annexure J – Confirmation of Compliance by Bidder	

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 any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification.

However, Bidders <u>will receive an automatic score of zero</u> 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:

ITEM NO.	ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
1	Annexure D: Pricing Schedule	
2	 Annexure G: Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points) Valid copy of BBBEE certificate/ sworn affidavit ✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their individual B-BBEE Certificate or Sworn Affidavit. ✓ In case of sub-contracting both parties must submit copies of their valid BBBEE certificates. NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties <u>be invalid</u>, the joint venture scorecard will also be invalid. 	
3	Methodology / technical approach	
4	Company experience / reference letters	
5	Staff capability – CV of Project Lead Technician	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents <u>may</u> 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>ITEM</u> <u>NO.</u>	OTHER ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1	Annexure A: Standard Bidding Document (SBD) 1 Form	

2	Annexure E: Proposal Form and List of Returnable documents (This	
	document)	
3	Annexure F : Certificate of Acquaintance with RFP, Terms & Conditions &	
	Applicable Documents	
4	Annexure H: Standard Bidding Document (SBD) 4 Form	
5	Annexure I: RFP Declaration and Breach of Law Form	
6	The preferred bidder will be required to submit a <i>maintenance plan</i> within	
	7 days after being requested to do so.	
7	The Lead Technician must submit proof qualification of a minimum of a	
	National Diploma in Electrical or Electronics, within 7 days of being	
	requested to do so.	
8	Provide proof of valid public liability cover or letter of intent from an	
	Insurance Firm of a minimum of Two Million (R2 000 000.00).	
	The preferred bidder must have valid public liability cover prior to being	
	awarded the contract.	

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 A	ND NAME OF WITN	ESSES	
1			
Name			
2			
Name			
SIGNATURE OF RESPONDENT			:
Name:			
Designation:			
SS-F-SPU-026 Rev 02 Request for Prop	oosal		

Annexure F

Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months. RFP No. 3631/23/05/2024

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 AND NAME OF WITNESSES

1	 	 	
Name	 	 	
2	 	 	
Name			

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Name: _____

Designation: _____

Annexure G

Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months.

RFP No. 3631/23/05/2024

This preference form must form part of all bids invited. It contains general information and serves as a claim form for the preference points allocated on the basis of specific goals outlined in point 3 below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points based on specific goals.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Preference Points	20
Total points for Price and Preference Points must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

2. POINTS AWARDED FOR PRICE

2.1 **The 80/20 preference points systems**

A maximum of 80 points is allocated for price on the following basis:

80/20

 $Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3. PREFERENCE POINTS AWARDED

- 3.1 In terms of Regulation 4 (2) and 4 (2) of the Preferential Procurement Regulations, preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below:
- 3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points
Black Ownership	10
Reconstruction and Development Programme (RDP) Goals ¹	
 Exempted Micro Enterprise or Qualifying Small Enterprise 	10
Total	20

- 3.3 Total preference points per specific goal to be determined per tender.
- 3.3.1. Total preference points per specific goal to be awarded as follows:
- 3.3.1.1. Preferential points for black ownership will be awarded as follows:

Black Ownership	% of Preferential points
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

¹ RDP Goals: a. The promotion of South African owned enterprises; b. The promotion of export orientated production to create jobs, c. The promotion of SMMEs; d. The creation of new jobs or the intensification of labour absorption; e. The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that province; f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered. h. The promotion of enterprises located in rural areas, i. The empowerment of the work force by standardising the level of skill and knowledge of workers; j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations.

3.3.1.2. Preferential points for RPD Goals will be awarded as follows:

RDP Goals	% of Preferential points		
RDP Goals met	100%		
RDP Goals not met	0%		

3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture^{2,} will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points 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. Only valid consolidated BBBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

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. Furthermore, in bids where unincorporated joint venture and/or consortium/sub-contractors are involved, each party must submit a separate TCS PIN and CSD number.

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.

3.5. Sub-contracting

A bidder must not be awarded preference points if it is indicated in the tender documents that such a bidder 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 bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A bidder 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 bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

4. BID DECLARATION

Bidders who claim points in respect of specific goals <u>must</u> submit the following documents:

		Submitted	
Mandatory documents to claim preference points	Yes	No	
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership and RDP goals (EMEs or QSE) preference points ³	V	V	

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:..... VAT registration number:....

Company registration number:.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR that the awarded are correct;
- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.
 - v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it

³ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with submitting their <u>individual B-BBEE Certificate or Sworn Affidavit</u>, and each party must submit a separate TCS PIN and CSD number. In case of sub-contracting both parties must submit copies of their valid BBBEE certificates

must—

- (a) inform the bidder accordingly; and
- (b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.
- vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
 - (a) disqualify the bidder or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the bidder.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:
	ADDRESS

Annexure H

Standard Bidding Document (SBD) 4

RFQ No. 3631/23/05/2024

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁴ in the enterprise, employed by the state?
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

⁴ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES /NO**
- 2.2.1 If so, furnish particulars:
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES** /NO
- 2.3.1 If so, furnish particulars:

3 DECLARATION

I, the undersigned, (name).....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

Annexure I

DECLARATION BY BIDDER AND BREACH OF LAW FORM

RFP for the provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months. RFP No. 3631/23/05/2024

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. 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.
- 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.
- 8. If such a relationship as indicated in paragraph 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 may lead to the disqualification of a response and may preclude a Respondent from doing future business with CSIR]

- 9. 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.
- 10. 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.
- 11. 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

12. 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 duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC

Annexure J

Confirmation of Compliance by Bidder

The bidder who fails to comply with any one or more of the below requirements, will not be evaluated further.

The bidder must indicate in the column if they comply or do not comply.

Section	Requirement	Will	Will Not
		Comply	Comply
1	 Control room. Manufacturing and Minor Inventions (MAMI) alarm system. The bidder conforms to. Run backups of the CRIME database, (clean up). Update the CRIME software and License's as and when required. Attend to the CRIME systems "fail to check in" alarms. Check the CRIME system for nuisance alarms. Replace the CRIME system base station battery on a yearly basis. 		
	 CCTV monitors Ensure all CCTV monitoring tools are operational and functional at the control room. Ensure server room and rack are tidy and all equipment not used must to be removed. 		
2	 Access control The bidder conforms to. attend to daily call outs. carry out scheduled maintenance. service all the access control equipment bi-annually. 		
3	CCTV System The bidder conforms to. • attend to daily call outs. • carry out scheduled maintenance. • service of all the CCTV systems equipment bi-annually.		
4	 Intruder and Monitoring Alarm systems The bidder conforms to attend to daily call outs. carry out scheduled maintenance. service all the alarm systems equipment quarterly 		

Section	Requirement	Comply	Do Not Comply
5	 Electrical Perimeter fence The bidder conforms to. attend to daily call outs. Share electric fence voltages weekly per site carry out scheduled service of all the fence equipment monthly. 		
6	 Radio Communication The bidder conforms to. attend to daily call outs. carry out scheduled service of all the radio communication equipment monthly. 		

SIGNATURE(S) OF BIDDERS(S)	
SIGNATURE(S) OF BIDDER3(S)	
DATE	
COMPANY NAME	

Annexure K

Draft Service Level Agreement

The provision or supply provision of security systems maintenance at the CSIR Gauteng sites for a period of 36 months to the CSIR.

RFP No.: 3631/23/05/2024

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 Tendering Institutions 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 (**Annexure B**: Technical Specification).

4. MEASUREMENT CRITERIA

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

Key Service Area	Description of Service	Frequency of	Weighting	Comments
		Measurement	of Service	
Control room	Maintain control room equipment to functioning	Monthly		
equipment	status, CCTV monitors / PC, crime system and			
	radios.			
Access control	The bidder will be required to attend to daily call	Bi-Annually		
	outs.			
	The bidder will be required to carry out scheduled			
	service of all the access control equipment at			
	different sites to bring to a functional and agreed			
	on standard.			
Intruder and	The bidder will be required to attend to daily call	Monthly		
Monitoring Alarm	outs.			
systems	The bidder will be required to carry out scheduled			
	service of all the alarm systems equipment and			
	update the database accordingly.			
Electrical Perimeter	The bidder will be required to attend to daily call	Monthly		
fence	outs.			
	The bidder will be required to carry out scheduled			
	service of all the fence equipment to be			
	conducted monthly.			

Key Service Area	Description of Service	Frequency of	Weighting	Comments
		Measurement	of Service	
Legal Compliance	 The bidder must ensure compliance with the below authorities. Valid certificate of registration with PSIRA (Private Security Industry Regulatory Authority). A valid certificate of registration with the Department of labour as an electric fence installer. An insurance cover with insurance liability of R2 000 000. 	annually		

Annexure L Equipment List

The below is the summary of the existing equipment.

CCTV System		
Equipment	Quantity	
Analogue Cameras	120	
IP Cameras	160	
IP PTZ	3	
Total	283	
Access Control		
Equipment	Quantity	
Ethernet controllers	36	
Door controllers	392	
Readers	204	
Exit buttons	241	
Alarm System		
UHF base station	1	
GSM base station	1	
Repeater	2	
CRIME PC	1	
Alarm panel	141	
Electrical Perimeter Fence		
Solar Energizer Zones	6	
Single zone electrical powered energizers	13	

Annexure M Work Operational Procedures

Access Control Equipment Check Lis	st
Description	Frequency
A visual check of the installation for completeness, mechanical damage & wear.	Bi-annually
The satisfactory operation of door locks/magnets, both latching and releasing.	Bi-annually
Check the functionality of the impro system, rectify the offline controllers,	Bi-annually
Rectify and lable access control cabling per building and document per door on the system inventory.	Bi-annually
The satisfactory operation of automatic door closers.	Bi-annually
Check sliding doors functionality, wheel rollers,motor belt,sensors, door locks functionality and PCB functionality,	Bi-annually
Clean sliding door track for dust, water residue, grime build-up.	Bi-annually
Rectify all connections to be labbled and documented per door on the system inventory.	Bi-annually
The correct operation of normal (and any standby) power supplies.	Bi-annually
The operation of any warning device e.g. door held open buzzer.	Bi-annually

Camera Equipment Check List		
Description	Frequency	
Clean cameras	Monthly	
Replace all non-functional camera	Monthly	
Check storage capacity and recording availability	Monthly	
Test back-up functionality	Monthly	
Check camera numbering and rectify in buildings	Monthly	
Update inventory list with current camera positions	Monthly	
Check camera/Nvr firmware and update accordingly	Monthly	
Check Nvr cabinet, clean for dust and remove any unwanted and unwanted	Monthly	
Verify decoding/recording status	Monthly	
Update camera name in control room	Monthly	
Alarm Equipment Check List		

Description	Frequency
Test output devices	Quarterly
Test power supply	Quarterly
Test signal to control room	Quarterly
Test the signal to the control panel	Quarterly
Test the mains fail condition	Quarterly

Electrical Perimeter fence Check List	
Description	Frequency
Rectify Tensioning of the fence	Monthly
Test the HT voltage and resolve all issues detected to bring the voltage down (standard to be at 8kv at all times)	Monthly
Inspect the fence conditions e.g loose bobbins, fence tensioners and HT Connections	Monthly
Test the mains supply to the energizers, Test backup functionality	Monthly
Test all output devises connected to the energizer for functionality and rectify if not functioning	Monthly
Inspect the lightning protection equipment replace if faulty	Monthly
Test battery of the energizers and record date installed	Monthly

Radio Communication System		
Description	Frequency	
Test communication between control room and other radio's	Monthly	
Test control room radio power supply and battery	Monthly	
Check control room radio antenna and cabling	Monthly	
Test repeater power supply	Monthly	
Check repeater antenna and cabling	Monthly	

Control Room Alarm Software		
Description	Frequency	
Run backups of the CRIME database.	Weekly	
Upgrade CRIME license	Yearly	
Check the CRIME system for nuisance alarms.	Daily	
Replace the CRIME system base station battery on a yearly basis.	Yearly	