Request for Proposals (RFP)

The Provision of Fleet Management Services (full maintenance lease) to CSIR

RFP No. 373/05/09/2014

<table>
<thead>
<tr>
<th>Date of Issue:</th>
<th>19 August 2014</th>
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<tr>
<td>Closing Date and Time:</td>
<td>05 September 2014 at 12h00 (Noon)</td>
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<tr>
<td>Place:</td>
<td>Tender box, CSIR Main Reception, Gate 3 (North Gate)</td>
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<td>Enquiries</td>
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</table>
1 INTRODUCTION

Constituted by an Act of Parliament in 1945, the CSIR is one of the leading scientific and technology research, development and implementation organisations in Africa. In partnership with national and international research and technology institutions, CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR’s main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 BACKGROUND

The CSIR has a fleet mix of passenger vehicles, Light Commercial vehicles, Heavy Commercial vehicles and motor-bikes. The vehicle acquisition percentage mix is:
- Full Maintenance Leases: 37 %;
- CSIR owned vehicles: 63 %.

The vehicle acquisition percentage mix for only light commercial and passenger vehicles is:
- Full Maintenance Leases: 46%;
- CSIR owned vehicles: 54%.

The CSIR has unique fleet requirements in the sense that some vehicles are used strictly on-site, others travel long distances whilst a large percentage of vehicles are used locally for shorter trips. In view of this, operating costs of vehicles differ largely. The tenderer’s role would thus be to conduct a thorough assessment and understand of the need prior to issuing any quotations. The core purpose of vehicles for usage on campus and off campus differs from unit to unit and may include, but is not restricted to, the following:
- General transportation of goods and passengers;
- Conducting maintenance services;
- Research and development and Field work

Each business unit operates independently with regards to Fleet and the fleet budget is not centralised. Needs differ from unit to unit, therefore, requests for vehicles, accessories, value added products and services are tailor-made per request. Hence the approach from Fleet
Management Office is to enable vehicle acquisition methods and focus on centralising the management of fleet operations to ensure effective fleet operations and cost management/containment. The role of the tenderer is to support, assist and provide advice in the aforementioned spheres.

3 INVITATION FOR PROPOSAL

Proposals are hereby invited for the provision of fleet management services (full maintenance leases and value added products and services) to the CSIR.

NB Full maintenance leases must include fixed monthly payments based on period of usage and kilometres and must allow for the re-structuring of vehicle contracts. This must include all maintenance, tyres replacement, registration, licensing and delivery costs. The provision of a medical kit with the delivery of each vehicle is required.

4 VENUE FOR PROPOSAL SUBMISSION

All proposals must be submitted at:

**CSIR GATE 03 - Main Reception Area** (in the Tender box) at the following address
Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road
Brummeria
Pretoria

5 TENDER PROGRAMME

The tender program, as currently envisaged, incorporates the following key dates:

- Issue of tender documents: 19 August 2014;
- Closing date for queries: 29 August 2014 12h00 (noon);
- Closing / submission Date: 05 September 2014 at 12h00 (noon).

6 PROPOSAL SPECIFICATION

All proposals are to be submitted in a format specified in this enquiry (if applicable).
The CSIR currently acquires leased vehicles through two suppliers. In view of the diverse business needs of the organisation, quotations will be required for each and every new transaction. The CSIR requests the rendering of a fleet management service in respect of Full Maintenance leases. The contract period for acquiring vehicles on full maintenance leasing will be for 24 months with a possibility of extension for another 12 months, subject to performance. The contracts of current leases will be allowed to run out with the current suppliers.

Currently the number of vehicles with Full maintenance leases is 47 passenger and light commercial vehicles.

The tenderer must provide proof that they are financially accredited to be able to handle an account of more than 100 leased vehicles. Please provide proof and references of current clients.

Upon requesting vehicles the CSIR shall stipulate the vehicle purpose and the tenderer must ensure that support and advice is rendered to the CSIR to ensure optimal fleet costs on a case by case basis as well as overall.

The CSIR requires a service of high quality and efficiency in terms of the following areas:

6.1 Vehicle Selection
Vehicle selection shall remain the responsibility of the CSIR, however the tenderer must:

- Assist the CSIR in the selection of vehicles by providing advice on market trends, Resale Values and vehicle’s fit for purpose in terms of engine capacity and utility as required;
- Use buying power to pass on discounts to the CSIR, hereby reducing the total cost of the lease per month;
- Advise on total life time operating costs of vehicles;
- Benchmark vehicles in particular categories;
- Be capable of vehicle delivery to the CSIR sites nationwide;
- The tenderer must have a clear policy on residuals and discounts.
6.2 Vehicle Replacement

- All CSIR leased vehicles shall differ on the replacement cycle depending on the project needs or purpose for the vehicle;
- Leases shall however not exceed 48 months;
- The delivery period for new and replacement vehicles may not exceed 30 days from the date ordered;
- Quotations for new and replacement vehicles shall be valid for a minimum period of 30 days;
- For vehicles that the contract period has exceeded the tenderer must make arrangements for collection;
- All initial quotations provided to the CSIR shall include fair wear and tear and the CSIR shall not be responsible for reconditioning costs associated with fair wear and tear.

6.3 Utilisation Management

- The tenderer will be required to use fuel reports to establish odometer readings on, at least a quarterly basis and make recommendations for restructuring;
- The tenderer may advise the CSIR on the vehicles “fit for purpose” utilisation and vehicle swopping;
- The tenderer must conduct annual audits to ensure fit for purpose utilisation thereby ensuring reduced risk for all parties at the end of contract period.

6.4 Vehicle Inspection Management

- The tenderer shall develop an inspection schedule and inspect all vehicles at least annually to ensure that the vehicles are well maintained.

6.5 Maintenance Management

- The CSIR shall abide by the service intervals for all vehicles as per contract, hence a clear service schedule must be provided with each vehicle;
- All maintenance must include tyres. The tenderer must explain how tyres are incorporated into maintenance programmes and what standards are enforced in respect of tyre usage and replacement;
- Vehicle maintenance plans, where available must be built into the FML agreement. The tenderer must explain how maintenance plans are built into maintenance
programmes; The tenderer shall ensure the scrutiny of all maintenance invoices as the CSIR shall not be responsible for any incorrect billing;

- The leasing tenderer must have a nationwide network of franchised dealers for the servicing of vehicles;
- Relief vehicles need to be available for vehicles that are off-road due to mechanical faults and when vehicles are in for servicing, as required. The tenderer must explain the conditions of having a relief vehicle available;
- Breakdown service and emergency services should be provided and included as an additional service where required;
- The tenderer must stipulate procedures for emergency repairs and servicing.

6.6 Road side assistance

- The CSIR may require a 24 hour road side assistance, emergency response and breakdown service. This will not be mandatory to all CSIR vehicles. Vehicles to be excluded will be communicated to the successful tenderer.

6.7 Fines / licensing and Administration

- The tenderer shall undertake to register the vehicles and facilitate license renewals and deliver new licensing disks to the CSIR;
- The tenderer shall undertake to manage vehicle information and include maintenance management reports in the monthly report;
- The policy and charges on early termination and immediate settlement for whatever reasons must be indicated in this proposal;
- Violation fine management must be clearly indicated in this proposal.

6.8 Management Reporting

The tenderer will be required to upload cost centres/ project numbers in order to create business unit reports and also to give a greater perspective of Fleet matters to the CSIR by providing general reports. The detail of the reports will be discussed with the CSIR but would generally comprise of the following:

- Fleet operating costs;
- Variance reports;
- Maintenance reports;
• Benchmarking of vehicles – comparison of one vehicle against another in order to measure operating efficiency;

• Monthly, quarterly and annual reports will be required, however, the CSIR will confirm upon appointment what should be contained in reports to be submitted at specific periods.

6.9 Contract Management and Benefits

The contract between the CSIR and the tenderer must yield but is not restricted to, the following benefits:

• A dedicated Account Manager/representative to manage the account who must engage with the CSIR at least once a quarter for a formal meeting, but should also include, when requested, informal discussions. Quarterly reviews shall also be conducted;

• Vehicle restructuring, including the process of restructuring the contracts of vehicles;

• Contract monitoring;

• Policy on late return;

• Passing on of information and industry trends to the CSIR;

• Advice on fleet management;

• Costs to be inclusive and fixed for duration of lease;

• Contract period and distance must be flexible, suiting the individual driver/ business unit. This must however be reviewed at least bi-annually;

• Differentiate between the finance portion and maintenance costs on each contract;

• Resolve recurring technical and service problems on vehicles;

• Build in a market-related Residual Value in all individual vehicle contracts;

• Undertake to pass on fleet discounts to the CSIR by leveraging purchasing power;

• Update CSIR on all relevant legislation relating to the contracted leased vehicles and their utilisation.;

• Communication on business changes, e.g. it must include but are not limited to liaison staff, policies, invoicing, regulation, etc.;

• CSIR is not allowed to pay interest on late payments. Therefore CSIR strives to pay within stipulated terms. However, late payments might occur from time to time. The tenderer must explain how late payments will be dealt with;
• Describe waiver policies on penalties to be paid per vehicle contract subject to the overall performance of the fleet.

6.10 Value Added Products and Services

The following, non-exhaustive, listed value added products and services might be required for all or some CSIR vehicles (leased or owned) from the successful tenderer:

• Provision of fuel cards and fuel management;
• Facilitation of defensive/advanced driving courses, anti hi-jacking, etc.;
• Accident management;
• Vehicle tracking and recovery only system;
• Vehicle tracking and driver behaviour systems;
• Training to fleet administrators, officers and users on various applicable aspects, e.g. vehicle inspection, maintenance, etc.;
• Road side assistance;
• Managed maintenance for CSIR owned vehicles;
• Washing of vehicles;

The tenderer must explain how these services and products shall be charged.

6.11 Fuel cards and fuel management

• Fuel cards shall be provided to CSIR on request for all vehicles (leased or owned);
• Cut-off dates must be clearly indicated and analysed fuel reports must reach CSIR no later than three working days thereafter. It must be possible to arrange and change the cut-off dates;
• Clearly defined purchases per month must be reflected on the fuel report;
• The fuel consumption of the vehicle and benchmarking of fuel consumption must be reflected on the monthly reports;
• New fuel cards shall be delivered within 4 working days of placing of order;
• Where required, exception reports showing date and time of refuelling may be required for investigating purposes;
• Monthly reports must be provided in appropriate and ‘open’ formats, e.g., CSV, etc.
6.12 Sample Quotations to be provided in tender proposal

CSIR doesn’t allow for luxury items on the vehicles, unless it is a specific requirement; however safety and security are important. Please prepare and attach quotations for the following scenarios to serve the purpose in the most cost effective way, incorporate to replace tyres at 40000km, and also include licensing and road side assistance:

1. The Scientia Campus is large and comprises about 197 hectare (inclusive of DST) with the distance from the south gate to the north east building, following the road going over the mountain, being about 3.5 km. CSIR maintains its own buildings and infrastructure. A supporting unit needs light commercial vehicles, ≤ 1600cc with rubberizing and a gear lock for 48 months and 800km, 900km and 1000km monthly and a similar vehicle for 3000km monthly for 33 and 36 months. Provide quotations of pick-ups with and without air conditioning.

2. One of the research units is collecting samples and visiting suppliers in a single cab, long wheel based pick up, with rubberizing, tow bar, spare wheel lock, radio and air conditioning. Provide a quotation to replace the vehicle travelling 2200km monthly for 36 months or 2000km monthly for 36 months and 42 months.

3. One of the research units has projects countrywide and needs to transport 5-7 seven staff members and sensitive equipment that can’t be loaded into a trailer. The length of the equipment is approximately 1.2 meters in length. A Volkswagen Caddy was identified to be suitable. Provide a quotation on: Volkswagen Caddy Maxi 2.0 TDI Crew Bus on 2300km monthly for 24, 30 and 36 months with, additional third row seat, (at least 7 seater), cruise control, roof rails, tow bar and air conditioner. Also provide quotations on two alternative makes and models.

4. The general support services department needs a passenger vehicle. The appointed driver runs errands and also needs to pick people up at the airport from time to time. There are seldom 4 people in the vehicle. Provide quotations on a passenger vehicle, ≤ 1600cc with air conditioning and a radio for the following parameters: 1500km monthly for 36 months, 1300km for 42 months, 1000km monthly for 42 and 48 months, 500km monthly for 48 months. Provide quotations on at least three different makes and models.

5. Provide quotations on a Chevrolet utility 1,4 base with air conditioning, rubberizing, gear lock, radio and half door canopy with windows on 2000km, 1800km and 1500km monthly for 36 months, 1300km for 42 months and 800km monthly for 48 months. Provide same for Nissan NP200 1.6i safety pack.
6. Provide quotations on a Chevrolet utility 1.4 base with air conditioning, rubberizing, gear lock and tow bar on 800km and 900km monthly for 48 months. Provide same for Nissan NP200 1.6i safety pack.

7. Provide quotations on a base model, single cab, and long wheel based pick up, with rubberizing and spare wheel lock for 600km and 1000km monthly for 48 months.

8. Provide quotations on Chevrolet Aveo 1.6 LS, Volkswagen Polo Vivo 1.4 sedan Trendline, Toyota Etios sedan 1.5 XS and Ford Ikon 1.6 Ambiente, for 1200km monthly for 36 months and 42 months. Vehicles must include radio, central locking and air conditioning.

9. Provide quotations on Chevrolet Aveo 1.6 LS, Volkswagen Polo Vivo 1.4 sedan Trendline, Toyota Etios sedan 1.5 XS, Ford Ikon 1.6 Ambiente, Ford EcoSport 1.5 Ambiente and Nissan Livina 1.6 Acenta, for 1800km monthly for 30 months and 36 months. Vehicles must include radio, central locking, air conditioning and tow bar.

10. Provide quotations on a Chevrolet Utility 1.4 base with air conditioning, radio, rubberizing, and canopy without windows for 2000km monthly for 33 and 36 months. Provide same for Nissan NP200 1.6i safety pack.

11. Indicate the excess kilometre charge of each of the quotations in 1-5 and calculate the charge if the utilization ends at 25% increased kilometre value.

12. Using the quotations in 1-5, re-assess the contract conditions after twelve months to end at 25% increased kilometre value at the end of the term.

13. Using the quotations in 1-5, re-assess the contract conditions after twelve months to end at 25% less kilometre value at the end of the term.

14. Indicate immediate settlements for all abovementioned scenarios at termination date.

15. Quote on the fees for provision of fuel cards, including managed maintenance for owned vehicles/boats/golf carts. Stipulate different card options and fees thereof.

16. Include other value added products and services for quotes in number 3. Stipulate charge per item per vehicle.
7 SUBMISSION OF PROPOSALS

7.1 All proposals are to be sealed. No open proposals will be accepted.

All proposals are to be clearly marked with the RFP number and the name of the tenderer on the outside of the main package. Proposals must consist of two parts, each of which is placed in a separate sealed package inside the main envelope and clearly marked:

- PART 1: Functionality Proposal and other mandatory documentation (1 original and five copies).
- PART 2: Pricing Proposal, B-BBEE (six copies).
- Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.

The proposal must be clearly divided and marked according to the below mentioned sections:

Mandatory documentation:

PART 1 Section 1: Original valid Tax Clearance Certificate or Letter of Good standing issued by SARS.

PART 1 Section 2: Original completed CSIR Supplier Registration Form.

PART 1 Section 3: Proof of company registration, (CK2 form).

PART 1 Section 4: Valid B-BBEE certificate.

PART 1 Section 5: Declaration documents.

Elimination criteria - all sections must be included:

PART 1 Section 6: Required References.

PART 1 Section 7: Company profile with audited / certified company financial statements.

Functional evaluation:

PART 1 Section 8: Service offering and approach to contract.

PART 1 Section 9: Administration and relationships.

PART 1 Section 10: Reports.

PART 1 Section 11: Client account management; tools and support.

PART 1 Section 12: Fuel and fuel card management.

PART 1 Section 13: Maintenance management owned vehicles.

PART 1 Section 14: Value added products and services.

Pricing Proposal and B-BBEE status

PART 2 Section 15: Pricing; quotations and evaluation spreadsheet for scenarios 1-10, at point 6.12.
PART 2 Section 16: Pricing; excess charges, re-assessments, settlements, value added products and services, point 6.12 numbers 11 – 16.

PART 2 Section 17: B-BBEE status.

7.2 The CSIR will award the contract to qualified tenderer (s)‘ whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functionality) solution, price and B-BBEE.

8 DEADLINE FOR SUBMISSION

Proposals shall be submitted at the address mentioned above no later than 12H00 (noon) 05 September 2014.

Where a proposal is not received by the CSIR by the due date and time, it will be regarded as a late tender. Late tenders will not be considered.

9 ELIMINATION CRITERIA

Proposals will be eliminated under the following conditions:

- Submission after the deadline;
- Proposals submitted at incorrect location; and
- Non-compliance to the following criteria:
  - Three references required - names of accounts with more than 100 vehicles on full maintenance lease contracts. The reference information must be presented as follows:
    - Contact name, company name, contact telephone number and e-mail address;
  - Audited / certified company financial statements.

The following mandatory documentation must be submitted with your proposal:

- Completed CSIR Supplier Registration Form;
- Original valid Tax Clearance Certificate or Letter of Good standing issued by SARS;
- Proof of company registration, (CK2 form).

10 EVALUATION PROCESS AND CRITERIA

10.1 Evaluation of proposals
All proposals will be evaluated by an evaluation team for functionality, price and B-BBEE. Based on the results of the evaluation process, the CSIR will approve the awarding of the contract to successful tenderers.

A two-phase evaluation process will be followed.

1. The first phase includes **functionality**, local production and content;
2. The second phase includes the evaluation of **price** and B-BBEE status.

Pricing Proposals will only be considered after functionality phase has been adjudicated and accepted. Only proposals that achieved a minimum qualification score for functionality will be evaluated further using the preference points system.

**NB.** The 90/10 preference point system will be used where 90 points will be dedicated to price and 10 points to B-BBEE status. If all tenders received are less than R1m, the proposal will be cancelled and re-issued.

### 10.2 The functionality evaluation criteria will be based on the following:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Service offering and approach to contract</td>
<td>30</td>
</tr>
<tr>
<td>2. Administration and supplier relationship</td>
<td>20</td>
</tr>
<tr>
<td>3. Reporting</td>
<td>15</td>
</tr>
<tr>
<td>4. Client account management tools and support</td>
<td>20</td>
</tr>
<tr>
<td>5. Value added products and services</td>
<td>15</td>
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Proposals with functionality points of less than the pre-determined minimum overall percentage of 75 % and less than 50% on any of the individual criteria will be eliminated from further evaluation.

The tenderer shall prepare for a possible presentation, should CSIR require such and the tenderer shall be notified thereof no later than 4 (four) days before the **actual presentation date**.
11 PRICING PROPOSAL

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

11.2 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

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

11.4 Only firm prices* will be accepted during the tender validity period. Non–firm prices** (including prices subject to rates of exchange variations) will not be considered.

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

**Non-firm price is all prices other than “firm” prices.

11.5 Payment will be according to the CSIR Payment Terms and Conditions. The tenderer shall provide invoices monthly as requested by CSIR.

12 VALIDITY PERIOD OF PROPOSAL

Each proposal shall be valid for a minimum period of six months calculated from the closing date.
13 APPOINTMENT OF SERVICE PROVIDER

13.1 The contract will be awarded to the tenderer who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

13.2 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 within a mutually agreed date after provisional appointment date, CSIR reserves the right to appoint, or not appoint, the service provider who was rated second, and so on.

14 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR at tender@csir.co.za with “RFP No RFP No. 373/05/09/2014 - The Provision of fleet management (full maintenance leasing) services” as the subject.

Contact by any means whatsoever with CSIR personnel is not permitted during the RFP process other than as required through existing service arrangements and/or as requested by the CSIR as part of the RFP process. Any form of canvassing by the tenderer to any member of staff or supplier, for purposes of influencing the award of the contract, will automatically disqualify the tenderer from the evaluation process. Tenderers shall not offer or give any consideration of any kind to any employee or representative of the CSIR as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with the CSIR.

15 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFP must be in English, unless otherwise indicated under functionality specification.

16 COST OF PROPOSAL

Tenderers are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFP before submitting proposals. Each tenderer assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFP process. The CSIR is not responsible directly or indirectly for any costs incurred by tenderers.
17  CORRECTNESS OF RESPONSES
17.1  The tenderer furthermore confirms 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, and that prices and rates quoted cover all obligations under any resulting contract.
17.2  The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

18  RESPONSIBILITY TO EXECUTE, AND FAILURE TO COMPLY
18.1  The successful tenderer hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
18.2  The Respondent hereby offers to render all of the services described in the attached document (if any) to the CSIR on the terms and conditions and in accordance with the specifications stipulated in this RFP documents (and which shall be taken as part of, and incorporated into, this tender at the prices inserted therein).

19  VERIFICATION OF DOCUMENTS
19.1  Tenderers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.
19.2  In the event of a contradiction between the submitted copies, the hard copy shall take precedence.
19.3  Telegraphic and telefax proposals will not be accepted.
19.4  Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate document and no such information should be available in the functional proposal.
19.5  If a courier service company is being used for delivery of the proposal document, the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, by the date and time as mentioned above.
19.6  Proposals can be submitted to the tender box as stipulated in this document.

20  SUB-CONTRACTING
20.1  A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the
contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

20.2 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

21 OTHER TERMS AND CONDITIONS

21.1 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.

21.2 A copy/s of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

21.3 In case of proposal from a joint venture, the following must be submitted together with the proposal:
   - Joint venture Agreement including split of work signed by both parties;
   - Each party's B-BBEE and Tax Clearance Certificate;
   - Proof of ownership/shareholder certificates/copies of Identity document; and
   - Company registration certificates.

21.4 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.

21.5 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 of the CSIR employees 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.

21.6 CSIR’s decision on tenders received shall be final and binding.

21.7 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.
22 CSIR RESERVES THE RIGHT TO

- Amend any RFP conditions, validity period, specifications, or extend the closing date and/or time of RFPs before the closing date. All Respondents, to whom the RFP documents have been issued, will be advised in writing of such amendments on time;
- Verify any information contained in a proposal;
- Request documentary proof regarding any tendering issue;
- Vary, alter, and / or amend the terms of this RFP, at any time prior to the finalisation of its adjudication hereof;
- Award the tender to an organisation that has strong B-BBEE credentials in terms of current B-BBEE legislation;
- To give preference to locally manufactured goods;
- Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- Award this RFP as a whole or in part;
- Cancel or withdraw this RFP as a whole or in part.

23 OFFERS ARE BINDING

The tenderer hereby agree that the offer in the proposal shall remain binding upon him/her and receptive for acceptance by the CSIR during the validity period indicated and calculated from the closing date and time of the RFP.

24 Disclaimers

The CSIR has produced this RFP in good faith. However, the CSIR, it agents and its servants do not warrant its accuracy or completeness. To the extent that the CSIR is permitted by law, the CSIR will not be liable for any claim whatsoever and howsoever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this RFP due to any misinterpretation of this RFP. This RFP is a request for proposals only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a Contract between the parties. By submission of its Proposal, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.
LIST OF ANNEXURES

ANNEXURE A
This summary is to assist tenderers in what key elements should be addressed in the response to the RFP with regards to the functionality of the service offering. This is a mere guide that will assist tenderers in providing the minimum information.

ANNEXURE B

Annexure B is a CSIR vehicle list containing owned vehicles and a list of the current leases with the expiring dates. The list is made available to tenderers for information purposes.

ANNEXURE C

Annexure C is the template in excel format that must be used to compare the total operating cost of a specific requested vehicle. The template must be completed for the scenarios in 6.12 (1- 10). Additional rows, columns and tabs can be added to address all scenarios and specifications. Attach the printed quotations.
Declaration

RFP No: ........................................

Only tenderers who have completed and signed the declaration part of the tender documentation may be considered for evaluation.

1. I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in RFP Number................................ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

2. The following documents shall be deemed to form and be read and construed as part of this proposal: (specify the list of documents that must be submitted)

   (i) Tender documents, viz
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Special Conditions of the tender;
       - Etc….

   (ii) Terms and Conditions of proposal; and

   (iii) Other legal documents e.g. Master agreement (specify) (e.g. all other documents submitted as part of the bidding documents),

3. I confirm that I have satisfied myself as to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

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

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

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

NAME (PRINT) ……………………………
CAPACITY ……………………………
SIGNATURE ……………………………
NAME OF FIRM ……………………………
DATE ……………………………

WITNESSES
1 ……………………………
2 ……………………………
DATE: ……………………………