**ANNEXURE H – Proposal Form and List of Returnable documents**

1. **REQUEST FOR PROPOSALS (RFP) THE SUPPLY OF HIGH-PERFORMANCE COMPUTING PLATFORM TO THE CSIR**
2. **RFP NO. 3492/10/12/2021**

**PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We ……………………………………………………………………………………………………………………………..………………………………

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

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carrying on business trading/operating as

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represented by

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in my capacity as

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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

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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. Purchase Order Terms and Conditions
2. Framework/Master Agreement;
3. General FRP Terms and Conditions; and
4. any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless CSIR should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR’s acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we haave 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: ………………………………………………………………………………….

E-mail address: ………………………………..

Address: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

**VALIDITY PERIOD**

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

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

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

1. Registration number of company / C.C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Registered name of company / C.C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Full name(s) of director/member(s) Address/Addresses ID Number(s)

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**RETURNABLE DOCUMENTS**

All returnable documents, must be dated and signed by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

1. **Mandatory Returnable Documents**

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

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

|  |  |  |
| --- | --- | --- |
| **MANDATORY RETURNABLE DOCUMENTS** | **PART** | **SUBMITTED**  **[Yes/No]** |
| Annexure A – Specification | PART 1 |  |
| Annexure B – Specification | PART 1 |  |
| Annexure C – Pricing Schedule | PART 2 |  |
| Annexure D - SBD1 Form (as applicable) | PART 2 |  |
| Documentary proof of ability to provide evidence as required in the RFP: See Clause 21 Elimination Criteria | PART 1 |  |

1. **Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes:**

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

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

|  |  |  |
| --- | --- | --- |
| **ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING** | **PART** | **SUBMITTED**  **[Yes/No]** |
| Annexure E - B-BBEE Preference Point Claim Form | PART 2 |  |
| Valid B-BBEE Sworn Affidavit or certified valid B-BBEE certificate | PART 2 |  |
| Annexure F – RFP Clarification request form | PART 2 |  |
| Annexure G – Non Disclosure agreement | PART 2 |  |
| Annexure H – Proposal form and list of returnable documents | PART 2 |  |
| Annexure I – Declaration of tenderer and breach of Law form | PART 2 |  |
| Annexure J – Original Equipment Manufacturer form | PART 2 |  |
| Annexure K – Risk form | PART 2 |  |
| Annexure L – Bid determination form | PART 2 |  |
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement, showing split and management responsibility | PART 2 |  |
| Proof of subcontracting arrangements if the respondent will subcontract some of the works | PART 2 |  |
| Valid Tax: Electronic access PIN obtained from SARS’s new Tax Compliance Status (TCS) system. [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]. (International suppliers are required to submit a SBD1 Form) | PART 2 |  |
| Proof / Registration of the applicant on the Central Supplier Database (CSD) website (<https://secure.csd.gov.za/>) | PART 2 |  |

**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 placed on the approved list or awarded a contract [**the Agreement]** and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_