



**National
Research
Foundation**

Invitation to Quote

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS LISTED IN THIS DOCUMENT

Quote Number:

NRF/B&M RISA SERVICE FIRE EQUIPMENT/2023

SHORT DESCRIPTION OF REQUIREMENT

THE APPOINTMENT OF A SERVICE PROVIDER TO SERVICE ALL FIRE EQUIPMENT OF THE NATIONAL RESEARCH FOUNDATION PREMISES IN PRETORIA, BRUMMERIA FOR A PERIOD OF TWELVE (12) MONTHS.

INVITATION TO QUOTE (SBD 1A)			
Quote Number		NRF/B&M RISA SERVICE FIRE EQUIPMENT/2023	
Closing Date and Time (as per NRF systems)		22 FEBRUARY 2023 AT 11H00am	
HIGH LEVEL SUMMARY OF REQUIREMENTS			
The National Research Foundation (NRF) seeks to appoint a service provider to service the fire equipment at the NRF head office in Pretoria indicated in this bid document.			
RESPONSE DOCUMENTS ARE DELIVERED VIA EMAILS:			
EMAILS ADDRESS: m.mosena@risa.nrf.ac.za		Electronic Submission Bidders must use the bid reference number (NRF/B&M RISA SERVICE FIRE EQUIPMENT /2023) as the subject line when submitting their proposals.	
Bidding procedure enquiries may be directed in writing to:		Technical information may be directed in writing to:	
Section	Supply Chain Management	Section	Building & Maintenance
Contact person	Moshidi Mosena	Contact person	Petie Roos Ovayo Mjamekwana
E-mail address	m.mosena@risa.nrf.ac.za	E-mail address	SP.Roos@risa.nrf.ac.za O.Mjamekwana@risa.nrf.ac.za

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	

SUPPLIER INFORMATION			
E-Mail Address			
VAT Registration Number			
Tax Compliance Status	Tax Compliance System PIN	OR	Central Supplier Database No. MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]			
Are you the accredited representative in South Africa for the goods /services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/ works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the entity a resident of the Republic of South Africa (RSA)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.			

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)	
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. Bid pages are bound to minimise risk of lost pages.
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) with its special conditions of contract, and, if applicable, any other legislative requirements.
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 .

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

Stage 4B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.

Stage 5 – Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

6. ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page.

7. CENTRAL SUPPLIER DATABASE REGISTRATION

Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

8. CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation does not provide the origin of the request to any party.

9. RESPONSE PREPARATION COSTS

The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

10. COLLUSION, FRAUD AND CORRUPTION

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

11. FRONTING

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

12. DISCLAIMERS

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

13. CANCELLATION OF THE QUOTATION PRIOR TO AWARD

Procurement not required: The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.

No Acceptable Quotations: The NRF cancels the Quotation Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

Invalid Bid Procedure: The NRF cancels the Quotation Invitation prior to making an award if a material irregularity occurred in the bid process.

Insufficiency of Funds or Quotations not within a fair price range: The NRF cancels the Quotation Invitation prior to making an award if the funds are no longer available to cover the total envisaged expenditure or if the price offered by the bidder scoring the highest points is not market related.

The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation. The NRF only negotiates price, and no other component, with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

SBD 1 SIGNATURE

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:

SCOPE OF WORK

INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

CONTEXT OF THIS PROCUREMENT

The NRF is currently in the process of appointing a service provider to service all fire equipment on the NRF premises for a period of twelve (12) months.

CONTRACT PERIOD

The contract period for this bid contract is for the duration of the underlying bid until completed and signed off.

DESCRIPTION OF GOODS/DETAILED SPECIFICATION

PART A

DESCRIPTION OF SERVICES REQUIRED

This document details the required specifications for the appointment of a service provider to service all fire equipment on the NRF premises.

Scope of Work Servicing of Fire Equipment

1. Servicing of 54 STP 4.5Kg Fire Extinguishers
2. Servicing of 11 STP 9Kg Fire Extinguishers
3. Servicing of 4 CO2 2Kg Fire Extinguishers
4. Servicing of 2 CO2 5Kg Fire Extinguishers
5. Servicing of 23 Fire Hydrants
6. Servicing of 26 Fire Hose Reels
7. Servicing of 1 Booster connection
8. Servicing the east wing fire detection system and the Fire Panel in the East Wing (Ziton ZP3) and batteries.
9. Testing and repair all faults on the East wing fire detection system and the Fire Panel in the East Wing (Ziton ZP3). All repair work needs costs needs to be indicated in this quotation and must form part of the service.
10. FM 200 system in the Registry storeroom east wing and batteries.
11. Servicing of the basement sprinklers and valves.
12. Replace two batteries NS70LMF for the Ziton ZP3 fire panel
13. On completion of the service, a service provider must provide a Certificate of Compliance to the NRF Building and Maintenance representative.

The bidder must submit the following mandatory documents to support their proposal:

1. At least one reference letter where the bidder has completed similar work for customers within the last 5 years. The reference letter must have the referees company letterhead, it must be dated and signed.
2. Proof of public liability or a letter of intent of at least R500k
3. A valid letter of good standing (COIDA)
4. A valid proof of registration with the professional body for firefighting, servicing and maintenance of fire equipment. i.e FFETA

PART B

1. SAFETY CONDITIONS

- a) All work must be performed in compliance with the Occupational Health and Safety Act (Act 85 of 1993).
- b) It is the sole responsibility of the service provider to ensure that the equipment to be serviced is safe to work on. The NRF does not and will not accept any liability.
- c) It is an explicit condition of this tender that the service provider is solely responsible for the safety of all personnel involved in the maintenance service or repair of equipment.
- d) It is the service provider's responsibility to ensure that all possible safety procedures are followed when working on any equipment or structure and to bring unsafe conditions under the attention of the respective NRF representative before commencing any service or repair work whatsoever.
- e) The work area has to be in a safe and clean order at all times.

2. INSURANCES

- a) The service provider undertakes and warrants that public liability insurance and professional indemnity insurance of at least R500K are in place to cover its current risks, obligations, and liabilities together with any additional risk that may arise from the rendering of services under this procurement agreement.

3. OBLIGATIONS OF THE SUPPLIER

The service provider must:

- a) During the period of the contract, the service provider shall maintain and keep all systems and sub-systems in an operational condition to the satisfaction of the NRF. Exercise reasonable skill, care and diligence in rendering all services included in this procurement contract and not do anything that may prejudice or be adverse to the operations and functions of the NRF.
- b) All work to be carried out by the service provider during the contract period shall be at his own expense if the necessity

thereof shall, in the opinion of the NRF, be due to the use of materials or defective design not in accordance with the contract or due to neglect or failure on the part of the service provider to comply with any obligation expressed in this contract.

- c) If, in the opinion of the NRF, any work is to be carried out by the service provider due to any other cause not specified in the contract, the value of such work will be ascertained and paid for as if it were additional work.
- d) When, in the opinion of the NRF representative, any material used or intended for use is not in accordance with the requirements of the contract, he may order the service provider in writing to remove any objectionable part of the material immediately and to replace it with acceptable material, without cost to the NRF.
- e) Submit such information and reports, as specified in the agreed service request, to the person nominated by the NRF, and comply with all legislation applicable in providing these services.
- f) Render the services timeously during business hours (i.e Monday to Friday, excluding public holidays from 07h00 to 16h00). Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the NRF, based on the level of severity.

4. MAINTENANCE AND SERVICING FACILITIES

- a) The service provider must clearly demonstrate possession of adequate servicing and maintenance facilities, including a comprehensive range of spares, to the satisfaction of the NRF.
- b) The service provider shall only allow properly qualified and skilled staff to work on the fire equipment at all times.

CONTRACT MANAGEMENT

1. Termination of contract due to non-performance

- 1.1 In the event of non-performance as per the agreed contract, RISA will appoint an alternative at the cost of the appointed third party. The defaulting third party is obliged to settle the damages/additional costs that RISA has incurred as a result of the non-performance of the appointed bidder.

2. Occupational Health and Safety when working on NRF sites:

- 2.1 All personnel performing work on the RISA site as part of this contract are responsible to obtain safety induction.
- 2.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
- 2.3 The appointed bidder, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
- 2.4 To this end, the appointed bidder shall make available to RISA on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
- 2.5 The appointed bidder maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 2.6 RISA manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

3. Original bid documents for contract signing

- 3.1 The sets of original bid documents in hard copy format (paper document) serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF and has precedence

over any other copies in the case of any discrepancies within the other sets of documents. The master set has the originals or certified copies of any certificates stipulated in this document attached.

4. Managing service levels

- 4.1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 4.2 Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.
- 4.3 The appointed third party and the RISA contract manager measure delivered performance against these performance levels.
- 4.4 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 4.5 Both parties will monitor the corrective actions.
- 4.6 Both parties will assess the applicability of penalties to the incurred poor performance and apply them.

SETS OF QUOTATION DOCUMENTS REQUIRED			
Number of electronic bid documents for contract signing			1
Bidders must submit the above number of original documents in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents..			
Number of EVALUATION copies:			1 evaluation copy (electronic)
Bidders mark documents as “ Copy for evaluation ” and number all pages sequentially. Bidders mark the secured pdfs on the electronic storage medium as “ Copy for evaluation ”			
RETURNABLE DOCUMENTS CHECKLIST			
The bidder is to complete this table and to supply the necessary page references to the supporting documentation. A bidder failing to adequately provide any of the mandatory documents is automatically disqualified.			
Legislative/Technical Documents	Compliance		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder’s document
Bidder Eligibility			
Procurement Invitation (SBD 1), signed and completed including the SBD 4, 6.1 and signed Bid Submission Certificate form.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 1-21
A valid B-BBEE certificate or Sworn Affidavit	O	<input type="checkbox"/> Yes	Pages 17-20

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
		<input type="checkbox"/> No		
Specification Eligibility				
Pricing Documents		Compliance		
Pricing (SBD 3.1) in this document to be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 11-12	

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1 Fully completed Procurement Invitation (SBD 1) including the SBD 4, 6.1 and signed Bid Submission Certificate form.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 1-21	
2 A valid B-BBEE certificate or Sworn Affidavit	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 17-20	
3 Tax Compliance Status (TCS) Certificate or compliance tax status as per CSD verification or SARS PIN.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 3	
4 Proof of Registration on the Government's Central Supplier Database (CSD).	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 3	
5 The bidder has submitted at least one reference letter where the bidder has completed similar work for customers within the last 5 years. The reference letter must have the referees company letterhead, it must be dated and signed.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 7-9	
6 The bidder has submitted proof of public liability or a letter of intent of at least R500k.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 7-9	
7 The bidder has submitted a valid letter of good standing (COIDA).	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 7-9	
8 The bidder has submitted a valid proof of registration with the professional body for firefighting, servicing and maintenance of fire equipment. i.e FFETA.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pages 7-9	

SBD 3.1: PRICING DETAIL

Pricing Special Conditions

1	Pricing Schedule: In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:
2	Firm Quantities over the Contract Period: The NRF requires firm set quantities during the current period with the time of delivery being determined during the contract period.
3	Estimated quantities over the Contract Period: The NRF may require further quantities during the current period with the actual quantity and time of delivery being determined when such quantities are needed. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing. The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
4	Placement of written purchase orders for actual quantities ordered: The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.
5	Contract Ceiling Price: With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. The NRF manages the contract within the contract ceiling price by paying only for the verified deliveries/performances in terms of the clauses of this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
6	Price Adjustments: In terms of <u>General Conditions of Contract clause 17.1</u> , the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u> . Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.
7	Price quoted is South African Rands in terms of General Conditions of contract clause 16.4
8	Price Quotation Basis: Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. Price Delivery Point: In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.
9	Detail Pricing Support: Detailed information e.g. costed bill of quantities is optional where not stated in the price schedule below and is provided as an annexure to the details included in this SBD 3
10	Application of Preference Points: Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

DESCRIPTION/ (Reference to specific specification)	QTY	UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT
1 STP 4.5Kg Fire Extinguishers and pressure testing	54	Each		

DESCRIPTION/ (Reference to specific specification)		QTY	UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT
2	STP 9Kg Fire Extinguishers and pressure testing	11	Each		
3	CO2 2Kg Fire Extinguishers and pressure testing	4	Each		
4	CO2 5Kg Fire Extinguishers and pressure testing	2	Each		
5	Fire Hydrants	23	Each		
6	Fire Hose Reels	26	Each		
7	Booster connection	1	Each		
8	Testing and repair all faults on the East wing fire detection system and the Fire Panel in the East Wing (Ziton ZP3).	1	Each		
9	FM 200 system east wing registry storeroom and batteries	1	Each		
10	Basement sprinklers and valves	1	Each		
11	Replace battery NS70LMF for the Ziton ZP3	2	Each		
12	Replace 7.2A 12V batteries	3	Each		
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE) INCLUSIVE OF 15% VAT				R	
B: COST FOR PARTS (Price indication should parts be required to be replaced)					
Description					Total Cost (All-inclusive of VAT)
B1	Cost for spare parts (Separate order will be provided for all spare to be used)				R10 000.00
TOTAL COSTS FOR SPARE PARTS NOT INCLUDED IN THE CONTRACT PRICE (Inclusive of all applicable taxes)					R10 000.00
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE) INCLUSIVE OF 15% VAT				R	

GENERAL CONDITIONS OF CONTRACT	
<p>The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause to its the National Treasury's General Conditions of Contract The National Research Foundation has filed its General Conditions of Contract GCC) on its website (http://www.nrf.ac.za/procurement/General-Conditions-of-Contract). These form part of</p>	

QUOTE REFERENCE:

NRF/B&M RISA SERVICE FIRE EQUIPMENT/2023

GENERAL CONDITIONS OF CONTRACT

this document's contract conditions. Special Conditions specific to this bid contract are set out in this document. The NRF deems the bidders to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

1 **Service Provider Obligations:**

The service provider must exercise reasonable skill, care and diligence in rendering all services included in this procurement contract.

The service provider must deliver the services during normal working hours (i.e. Monday to Friday, excluding public holidays from 08h30 to 17h00) and/or such additional hours as may be reasonably required by the NRF due to the existence of special circumstances. Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the NRF, based in severity level.

The service provider may not do anything that may prejudice or be adverse to the operations and functions of the NRF

The service provider must submit such information and reports, as specified in the agreed service request, to the person nominated by the NRF, and comply with all legislation applicable in providing these services.

The service provider corresponds and deliver services only to the NRF and end users of the NRF.

2 **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

3 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.

MANAGEMENT OF PERFORMANCE LEVELS	
2.	The NRF measures the contracted bidder's performance against these performance levels in the execution of the contract.
3.	The contracted bidder recognises that its failure to meet the performance levels has a material and adverse impact on the operations of NRF and that the damages from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
4.	The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
5.	If the contracted bidder fails to meet any performance level: <ul style="list-style-type: none"> ● the contracted bidder shall investigate and report on the root causes of the performance level failure; promptly correct the failure and begin meeting the set performance levels; ● advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and ● take appropriate preventative measures to prevent the recurrence of the performance level failure.
6.	Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect to the contract specifications for any measurement period, as a failure to meet the stipulated performance levels.
PERFORMANCE LEVELS STATEMENT	

Service/Goods Measured	being	Measurement Methodology	Penalty/Bonus and level applicable from
Servicing of fire equipment at the NRF Head office in Pretoria RISA building.		NRF Building and Maintenance representatives will verify the completeness of the order and sign off if complete.	If the order is not complete, then delivery note will not be signed off.

SBD 4 BIDDER'S DISCLOSURE	
1. PURPOSE OF THE FORM	<p>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.</p> <p>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.</p>
2. Bidder's declaration	
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? YES/NO
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

¹ 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.

enterprise, in table below.

Full Name	Identity Number	Name of State institution

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 consortium² 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.

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.

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 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

PREFERENCE POINTS CLAIMED (SBD 6.1)	
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.	
NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022	
1.	GENERAL CONDITIONS
1.1	The following preference point systems are applicable to invitations to tender: <ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
1.2	To be completed by the organ of state <ul style="list-style-type: none"> a) The applicable preference point system for this tender is the 80/20 preference point system. b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

PREFERENCE POINTS CLAIMED (SBD 6.1)

- (a) Price; and
- (b) Specific Goals.

4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

PREFERENCE POINTS CLAIMED (SBD 6.1)

Preference points are allocated to both procurement and income-generation based on the two different thresholds in terms of the table below:

The specific goals allocated points in terms of this tender: B-BBEE Status Level of Contributor	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

PREFERENCE POINTS CLAIMED (SBD 6.1)

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

BID SUBMISSION CERTIFICATE FORM - (SBD 1)	
Invitation to Bid (SBD 1)	Specification(s) set out in this Quotation Invitation inclusive of any annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached
(Sbd 6.1) preference points claim form in terms of the Preferential Procurement Regulations 2022	
Declaration of Interest (SBD4)	General Conditions of Contract and special/additional conditions of contract as set out in this document
I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)	
CAPACITY	
SIGNATURE	
WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	
DATE	