National Research Foundation

Invitation to Quote

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

QUOTE NUMBER:
NRF/CORP EM 72/2025-26

APPOINTMENT OF A SERVICE PROVIDER WITH A CIDB GRADING OF 2SB TO CONDUCT TAR REFURBISHING AT THE NATIONAL RESEARCH FOUNDATION PREMISES IN PRETORIA, BRUMMERIA.

INVITATION TO QUOTE (SBD 1A)	
Quote **Number**	**NRF/CORP EM 72/2025-26**
Closing Date	**12 December 2025**
Time (as per NRF systems)	**11h00am**

HIGH-LEVEL SUMMARY OF REQUIREMENTS

The National Research Foundation (NRF) seeks to appoint a service provider to a service provider with a CIDB GRADING of 2SB to conduct tar refurbishing. This engagement aims to improve vehicle circulation, optimize parking efficiency, enhance site safety and to ensure compliant, safe, and durable facilities that meet operational needs and accessibility standards.

Additionally, the existing tar surface and parking bays have potholes and wear resulting from weathering and sustained traffic from staff and external stakeholders' vehicles. This condition underscores the need for timely refurbishment to restore functionality, safety, and longevity of the parking infrastructure.

FRAUD ALERT!

It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. Do not fall for it, it is a scam!

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid.

Please report any suspected acts of fraud or corruption to the following toll-free number – 0800 701 701 or SMS 39772.

RESPONSE

EMAILS ADDRESS:	**Electronic Submission Only**
rfq@nrf.ac.za	• No physical or hand-delivered submissions will be accepted. • Bidders must use the bid reference number: **NRF/CORP EM 72/2025-26** as the subject line when submitting proposals.

Bidding procedure enquiries and technical information may be directed in writing to:	
Section	Supply Chain Management
E-mail address	rfq@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	
E-Mail Address			
VAT Registration Number			

SUPPLIER INFORMATION					
Tax Compliance Status	Tax Compliance System PIN		**OR**	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate		Tick Applicable Box. ❑ Yes ❑ No		**B-BBEE Status Level Sworn Affidavit**	Tick Applicable Box. ❑ Yes ❑ 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?		❑ Yes ❑ No [If yes enclose proof]	**Are you a foreign-based supplier for the goods/services/ works offered?**		❑ Yes ❑ No [If yes, answer the questionnaire below]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	❑ Yes ❑ No
Does the entity have a branch in the RSA?	❑ Yes ❑ No
Does the entity have a permanent establishment in the RSA?	❑ Yes ❑ No
Does the entity have any source of income in the RSA?	❑ Yes ❑ No
Is the entity liable in the RSA for any form of taxation?	❑ Yes ❑ 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.
2.4	Bidders may also submit a printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

3. TWO ENVELOPE SYSTEM	**No**
4. VALIDITY PERIOD FROM DATE OF CLOSURE	90 days

5. THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document.

Stage 2 – Evaluation of Bids against Technical Specifications

Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage:

Stage 2A – Evaluation of Bids against Specifications including Quality

The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set as in Section D.

Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications

Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage.

Stage 2C – Due Diligence Research

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).

Stage 3 – Price/Preference Evaluation

Basis of fair competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".

Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

Stage 4 – Checking Tax Compliance

Stage 4A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance 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 who 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 existing tar surface and parking bays have potholes and wear resulting from weathering and sustained traffic from staff and external stakeholders' vehicles. This condition underscores the need for timely

refurbishment to restore functionality, safety, and longevity of the parking infrastructure.

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

DESCRIPTION OF SCOPE OF REQUIRED WORK

Only those tenderers who are registered with the CIDB, for a Grade 2SB class of construction work, are eligible to have their request for quote evaluated. The NRF reserves the right to verify the CIDB registration validity, should the bidder CIDB registration be invalid the bidder will be automatically disqualified from the bid process.

Tar Surface rejuvenation 2206m²

a) Surface cleaning and preparations.
b) Application of Rejuvenator.

Remove and replace tar surface 150m2

a) Remove existing tar surface and cart away 150m²
b) Surface cleaning and preparations 150m²
c) Application of SS60 at 0.7l/sqm
d) Supply and install hot Asphalt Surfacing 30mm fix and supply per m²

Potholes

a) Cutting potholes into square shapes 25sqm
b) Backfilling of G5 with cement & compaction 25sqm
c) Application of SS60 0.7l/sqm and pothole patching with hot premix Asphalt 25sqm

Standard crack sealing

a) Cleaning cracks with cold compressed air 5m2
b) Applying herbicides for sealing cracks 5litre
c) Priming and Sealing using Seal Heating of surface 10litre

The appointed service provider is responsible for the removal and disposal of rubble resulting from scope of

works indicated in this bid document.

Compliance

a) The appointed bidder must always comply with the provisions of the Occupational Safety and Health Act, 1993 regarding the safety of equipment and material used. The appointed bidder must provide the correct personal protective equipment (PPE) to all employees performing work as stated in this bid document.

b) The appointed bidder must comply with the latest Standard Specifications for Road and Bridge Works. SEE LINK: https://www.transport.gov.za/?page_id=1155

c) The appointed bidder must comply with The Committee of Transport Officials (COTO) in South Africa Standard Specifications for Road and Bridge Works for South African Road Authorities, primarily detailed in Chapter 9: Asphalt Layers.

d) The appointed bidder must submit to the NRF representative a certificate of compliance of the asphalt to be laid as per specification detailed in the document.

e) The appointed bidder must ensure that NRF operations are not hindered during the course of the project.

BIDDER MANDATORY RETURNABLE DOCUMENTS

1. The bidder must submit a minimum of three written reference letters. The three (3) written reference letters must include the following:
   - Have contact details of the referee,
   - Letters must be signed, dated, or stamped by the referees,
   - Client Reference Letter to include Description of works related to Asphalt laying or road construction and where possible, Quality and Duration of Works.
   - **Note:** The NRF may contact the referees in the list to conduct due diligence. If the reference letter does not meet the above-mentioned points, letter will be disqualified from evaluation.

   ****Purchase Orders, Award letters and Contracts will not be accepted***

2. The Bidder must submit proof of a Valid CIDB registration certificate with a grading of 2SB or Higher.
3. Bidder must submit a valid letter of good standing (COIDA).Compensation for Occupational Injuries and Diseases Act (COIDA)
4. Insurances - The bidder must submit a valid public liability insurance for a minimum of R2m,

Termination clause

NOTE: Notwithstanding any other provisions of this Agreement and in addition to the termination rights under the General Conditions of Contract (GCC), the NRF reserves the right to terminate this Agreement, in whole or in part, for operational reasons. Such reasons may include, but are not limited to, the adoption or implementation of an optimised, nationally sourced facilities management model or strategy aimed at improving efficiency, reducing costs, or aligning with national procurement directives or mandates. In the event of such termination, the NRF shall provide the Service Provider with not less than sixty (60) calendar days' written notice. The Service Provider shall not be entitled to claim any compensation or damages arising from such termination, save for payment due for services satisfactorily rendered up to the effective date of termination. The Service Provider shall take all reasonable steps to ensure an orderly handover and transition, including the provision of relevant documentation, records, and assistance as may be reasonably required by the Purchaser.

SETS OF QUOTATION DOCUMENTS REQUIRED	
Number of electronic bid documents for contract signing	1
Bidders must submit the above number of original documents in electronic copy format 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).	

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 Bid Submission Certificate form.	**M**	❑ Yes ❑ No	Pages 2-45	
SBD 4 signed	**M**	❑ Yes ❑ No	Page 34	
SBD 6.1 signed	**M**	❑ Yes ❑ No	Page 38	
A valid B-BBEE certificate or Sworn Affidavit	**O**	❑ Yes ❑ No	Pages 42	
Proof of Registration on the Government's Central Supplier Database (CSD).	**M**	❑ Yes ❑ No	Page 5	
Pricing Documents	**Compliance**			
Pricing (SBD 3.1) in this document to be completed.	**M**	❑ Yes ❑ No	Pages 28-30	

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	Did Bidder Submit proof of a Valid CIDB registration certificate with a grading of 2SB or Higher.	❑ YES ❑ NO If NO, the bid is immediately disqualified.	Page 17	
2	Did bidder submit valid public liability insurance of a minimum of R2m	❑ YES ❑ NO	Page 17	
3	Did bidder submit a minimum of three written reference letters. The three (3) written reference letters must include the following: • Have contact details of the referee, • Letters must be signed, dated, or stamped by the referees, • Client Reference Letter to include Description of works related to Asphalt laying or road construction and where possible, Quality and Duration of Works.	❑ YES ❑ NO	Page 17	
4	Did the bidder submit a valid and active letter of good standing (COIDA).	❑ YES ❑ NO	Page 17	

SBD 3.1: PRICING DETAIL	
Pricing Special Conditions	
1	**Pricing Schedule:** In terms of General Conditions of contract clause 17.1, 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 shall provide 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 et 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 General Conditions of Contract clause 17.1, the price adjustments with the rules for application are set out below as special conditions of Contract Clause 17.1. **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

SBD 3.1: PRICING DETAIL	
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 OF SERVICES	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE (INCL VAT) (Unit price x quantity)
Tar Surface rejuvenation a) Surface cleaning and preparations. b) Application of Rejuvenator	M^2	2206	**R**	**R**
Remove and replace tar surface a) Remove existing tar surface and cart away 150m2	M^2	150	**R**	**R**

b) Surface cleaning and preparations 150m2 c) Application of SS60 at 0.7l/sqm d) Supply and install hot Asphalt Surfacing 30mm fix and supply per m²				
Standard crack sealing a) cleaning cracks with cold compressed air	M²	5	**R**	**R**
b) Applying herbicides for sealing cracks 5litre	litre	5	**R**	**R**
Potholes a) Cutting potholes into square shapes for 25sqm b) Backfilling of G5 with cement & compaction 25sqm c) Application of SS60 0.7l/sqm and pothole patching with hot premix Asphalt 25sqm	M²	25	**R**	**R**

	TOTAL BID PRICE (Totals for all the months, and fully inclusive of all costs)	**R**

GENERAL CONDITIONS OF CONTRACT

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 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 always worn 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.
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:
    - 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 being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Application of Tar rejuvenation	Estate Management representative together with the contractor will conduct Visual inspections for surface evenness, texture, and finish.	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
Damage to NRF property	The NRF Estate Management representative will assess the damage and alert the appointed contractor to repair, replace that item, area or part.	The cost to repair or replace will be at contractor's own cost. GCC clause 22 will apply.

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Supply and install hot Asphalt Surfacing	Contractor must provide certificate of compliance from a Sample and test asphalt mix for gradation, density, and compaction for asphalt laid as per requirement in the specification to Estate Management representative before the Asphalt is laid.	Failure to certificate of compliance GCC clause 25 will apply.

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 enterprise, in table below.

[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.

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 consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or 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

[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.

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:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

PREFERENCE POINTS CLAIMED (SBD 6.1)

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:

(a) Price; and

(b) Specific Goals.

1.4 **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**

1.5 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.

1.6 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;

PREFERENCE POINTS CLAIMED (SBD 6.1)

(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

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

PREFERENCE POINTS CLAIMED (SBD 6.1)

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

PREFERENCE POINTS CLAIMED (SBD 6.1)

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NRF will use the B-BBEE status level scoring table

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	

PREFERENCE POINTS CLAIMED (SBD 6.1)

7	4	
8	2	
Non-compliant	0	

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;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

PREFERENCE POINTS CLAIMED (SBD 6.1)

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:		
	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	
	Bidder's Disclosure (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 3.1, 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)		

BID SUBMISSION CERTIFICATE FORM - (SBD 1)	
CAPACITY	
SIGNATURE	
WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	
DATE	