National Research Foundation

Invitation to Quote

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

Quote Number:
RIISA/RFQ 2026/27:16

APPOINTMENT OF A SERVICE PROVIDER WITH A 1SI OR HIGHER CIDB GRADING TO SERVICE AND MAINTAIN FOUR (4) ELEVATORS AT NATIONAL RESEARCH FOUNDATION HEAD OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

INVITATION TO QUOTE (SBD 1A)	
Quote Number	RIISA/RFQ 2026/27:16
Closing Date and Time (As Per NRF Systems)	22 May 2026 @ 11h00am
Compulsory Briefing Session	Date: 14 May 2026 Time: 12:00pm to 13:00pm Location: NRF - Tiyo Soga Auditorium Meiring Naudé Rd, Scientia 627-Jr, Pretoria, 0184
Submission email address	rfq@nrf.ac.za Bidders must use the bid reference number as the subject line when submitting proposals.
Bidding & Technical Information May Be Directed In Writing To	tender.enquiries@nrf.ac.za Do not submit your bid to this mailbox, it is strictly for enquiries
HIGH-LEVEL SUMMARY OF REQUIREMENTS	
The National Research Foundation (NRF) seeks to appoint a service provider with a 1SI CIDB grading or higher for the servicing and maintenance of four (4) elevators at the National Research Foundation for a period thirty-six (36) months.	
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.**	

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					
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					

SUPPLIER INFORMATION			
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

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)	
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

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 National Research Foundation (NRF) seeks to appoint a service provider with a CIDB grading of 1SI or higher grading for the servicing and maintenance of four elevators at the National Research Foundation for a period of 36 months. The elevator maintenance is the regular inspection, servicing, and repair of elevators to ensure safety and reliable operation. Elevators are mechanical systems that require regular maintenance to prevent breakdowns, ensure passenger safety, and prolong their lifespan. Well-maintained elevators are more reliable, provide faster service, and provide a better experience for users. The maintenance contract also includes elevator emergencies.
CONTRACT PERIOD
The contract period for this bid is 36 months commencing after signing the SBD 7.1 contract by both parties.
DESCRIPTION OF GOODS/DETAILED SPECIFICATION
DESCRIPTION OF SERVICES The appointed service provider is required for the servicing and maintenance of four elevators at the National Research Foundation as specified below for the period of 36 months. The NRF Building is located at the CSIR Complex South Gate, Meiring Naudé Road, Brummeria in Pretoria. The NRF will replace the two West wing Elevator Namely **02/L1157& 02/L1462**.The appointed Service provider must take over and provide monitoring and maintenance service of the two new elevators for the remaining period of the contract using the same pricing rates. Annexure B, in the elevator regulations (OHS Act 85 of 1993), refers to the required comprehensive inspection and maintenance report for lifts, escalators, and passenger conveyors. It is a mandatory document ensuring safety compliance, typically compiled by a registered competent person after inspections. Upon appointment the service provider must inspect all the elevator before maintenance and update the Annexure B. **1. Specification of elevators:**

1a). Specification of the elevator for the West Wing

DATASHEET: WEST WING ELEVATORS		
DESCRIPTION	**ELEVATOR 1- (WEST WING)**	**ELEVATOR 2 (WEST WING)**
Government certificate number	02/L1157	02/L1462
Manufacturer	Vision	Vision
Unit Type	Passenger	Passenger
Lift Type	Electrical Shaft Mounted-Geared	Electrical Shaft Mounted-Geared
Usage	Passenger	Passenger
Load (kg)	1000 kg	680 kg
Speed(m/s)	1m/s	1m/s
Number of levels served	4	2
Number of landing entrances	4	2
Maximum number of persons	13	9
Total travel distance	12.00m	4m
Year of installations	2009	2009
Sump Pump Installation and servicing	1	1

1b). Specification of the Elevators for the East Wing

DATA SHEET: EAST WING ELEVATORS		
DESCRIPTION	**ELEVATOR 1- (EAST WING)**	**ELEVATOR 2- (EAST WING)**
Government certificate number	02/L3960	02/L3961

Manufacturer	Kone Elevators	Kone Elevators
Year of installation	2016	2016
Usage	Passenger	Passenger
Type	Stretcher	Stretcher
Capacity (passengers)	13 (1000kg)	13 (1000kg)
Speed	1m/s	1m/s
Stops	4	3
Levels served	B, GF, 1, 2	B, GF, 1
Travel	10,2m	6,8m
Principal Departure Landing	GF	GF
Position of elevator Motor Room	In Shaft	In Shaft
Over Run Height	6,290m	3,570m
Pit Depth	1,4m	1,4m
Shaft Size (width x Depth) (m)	2,0 x 2,4	2,0 x 2,4
Shaft construction	Concrete	Concrete
Car size (Width x Depth) (m)	1,1 x 2,1	1,1 x 2,1
Car Height (m)	2,35	2,20
Door Positions	Front Entry	Front Entry
Type of Doors	Centre opening	Centre opening
Door safety	Full height	Full height
Door width (mm)	900	900
Door Height (mm)	2100	2100
Door Drives	VVVF	VVVF
Motor Speed Control	VVVF	VVVF
Operational Control	Simplex Collective	Group Collective

Start per hour	180	180
Regenerative converter	No	No
Stretcher Elevator (SANS 10400)	Yes	Yes
Self-docking at next landing in case of emergency/power failure	Yes	Yes
Firemen`s Elevator (SANS 10400)	No	No
Elevator Shaft Ventilation	Yes	Yes
Pit Drainage	Sump Pump (PC Sum)	N/A?
Pit Ladder	Yes	Yes
Shaft lighting	Yes (By Elevator Contractor)	Yes/No/N/A?
Steel Mesh Shaft Divider	N/A	N/A
Car Finishes	Car Finishes	N/A
Floor	Polyflor Studded Rubber	Yes
Doors	Brushed Stainless Steel	Yes
Front Panel	Brushed Stainless Steel	Yes
Rear Panel	Brushed Stainless Steel	Brushed Stainless Steel
Side Panel	Toughened Glass mirror above handrail two sides	Toughened Glass mirror above handrail two sides
Ceiling	Standard	Standard
Handrail	Stainless Steel	Stainless Steel
Side Wall Mirrors (above Handrail)	Yes	Yes
Landing Doors		
Landing door frames	Slimline brushed stainless steel	Slimline brushed stainless steel

Landing doors	Brushed S/Steel	Brushed S/Steel
Car control Panel		
Landing Push Buttons	Yes	Yes
Call Registered indication	Yes	Yes
'Alarm' Push Button	Yes	Yes
'Door Open' Button	Yes	Yes
'Door close' Button	Yes	Yes
Manual override	Key Switch	Key Switch
Light switch	Key Switch	Key Switch
Intercom	Yes	Yes
Remote intercom station	Reception	Reception
Car Position Indication	Yes	Yes
Car Ventilation	Yes	Yes
Landing Control Panel		
Call Push Button	Yes	Yes
Call Register Indication	Yes	Yes
Car Position Indication	Yes	Yes
Direction Indication	Yes	Yes
Arrival Gong	Yes	Yes
Lighting supply install and service		
Car lights	LED	LED
Battery Backed-up	Yes	Yes
Protection Blanket		
Removable Padded canvas for walls	Yes	No

The maintenance must be inclusive of emergency services and callouts that might arise at any time during

the contract period.

2. PERFORMANCE SERVICES

(a) The appointed service provider must conduct site audit or inspection of the current elevators and obtain inspector from Department of labour and employment to update or authorize the use of the elevators by issuing Annexure B.

(b) The appointed service provider must maintain the elevator(s) according to a customized maintenance program in keeping with the elevator type and its usage. The service technician must maintain the elevator to close as possible to original state with regard to safety, performance and reliability, through regular monthly scheduled visits.

(c) The appointed service provider must provide on call service 24 hours per day.

(d) In the event of entrapment, the service provider must respond to the NRF site within a one(1) hour of notification of the incident.

(e) In the event of a breakdown, the service provider must respond within four (4) hours after receiving notification.

(f) Mandatory services will be rendered at regular intervals in accordance with the Occupational Health and Safety Act.

(g) The appointed service provider must replace all faulty light globes/tubes in the lift car, Shaft, or pit as well as the lift car fan.

(h) The appointed service provider must conduct mechanical, electrical and all the necessary inspections once every two years in accordance with the specifications contemplated in SABS 1545-10 specification for lifts or the SABS 1543 – specification for escalators and passenger conveyors and SANS 50081-20:2017 and SANS 50081-50:2017 standards. Service provider must ensure technicians are onsite during inspection.

(i) The appointed service provider is responsible for updating Department of Employment and Labour health Annexure B and safety records accordingly

g) The appointed service provider must supply a copy of the inspection report to the NRF representative.

h) Service provider must conduct modular based maintenance on all elevators onsite to prevent any issues before they appear.

i) When the two elevators (02/L1157 and 02/L1462) are replaced by the NRF, the service provider will be required to service the new elevator after the lapse of one year after installation.

3. BIDDER MANDATORY RETURNABLE DOCUMENTS

1. Bidder must submit a valid proof of Qualifications of the Key Personal as below:

Role	Qualification
Site Manager	NQF Level 6 OR Higher qualification in Mechanical/Electrical engineering.
Lift Mechanic	A minimum Trade Test in Lift Mechanic or N3 in Mechanical/Electrical Qualification.
Technical Assistant	A minimum N3 Mechanical/Electrical Qualification OR Trade Test in Lift Mechanic

2. Bidder's References

The bidder must submit a minimum of three written reference letters relevant to the scope of this bid document (Maintenance, installation of Lifts/Escalators).

The three (3) written reference letters must include the following:

- Contact details of the referee,
- Letters must be signed, dated, or stamped by the referees,
- List of references must be project performed not older than sixty months (5 years),
- Client Reference Letter to include Description of works and where possible, Quality and Duration of Works.

OR

Please submit a list of at least three contactable references, using Annexure A, relevant to the scope of this bid document (Maintenance of Lifts/Escalators). It is important that the references confirm the successful completion of the work or the appointment of the contractor. Any references that do not verify that the work was completed or that the contractor was appointed will result in the disqualification of the bidder from the evaluation process.

Note: The NRF will contact the referees in the list to conduct due diligence. If the reference letter does not meet the above-mentioned points, letter will not be considered.

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

3. Compensation for Occupational Injuries and Diseases Act (COIDA)

Bidder must submit a valid letter of good standing (COIDA).

4. Insurance

Bidder must submit a valid and active copy of public liability and professional indemnity insurance worth R 2million to cover its current risk, obligations, and liabilities together with any additional risk that may arise from rendering services under this procurement agreement.

4. GENERAL REQUIREMENTS

In the performance of services required on of this contract, the appointed service provider must abide by all existing laws, standards, codes, rules, and regulations set forth to all South African governmental units and authorities having competent jurisdiction over the contract and/or the work performed by the appointed service provider hereunder. The appointed service provider must also procure and pay for any necessary permits or licenses pertaining to the work performed by contract pursuant to this contract.

The Contractor shall provide the all-in comprehensive maintenance service and maintain efficient and prompt responses to breakdowns; emergency callouts or complaints for the timely attendance of installation/equipment failure and/or unsatisfactory services. The Contractor shall properly, effectively and efficiently operate and maintain all the lifts contained in the Contract for their reliable, satisfactory and safe operation. In addition, the Contractor shall, as and when instructed by the Client, repair or replace at his own cost any part/component/equipment of a lift, which is proved to be defective by reason of the Contractor's negligence, inadequate servicing and maintenance, poor performance and workmanship, use of incorrect materials or materials of inferior quality. Claim in any form/ whatsoever made by the Contractor for such repair work or replacement of parts / component equipment will not be accepted by the Client. At the Client's discretion, Client's representatives or other designated personnel will carry out inspection on any lift or escalator at any time, in particular after major alteration / major component replacement or periodic testing and examination or upon receipt of complaint. The Contractor shall dispatch adequate and sufficient technical staff on site for the smooth progress of inspection upon request

5. STANDARDS APPLIED IN THIS BID DOCUMENT

a) Occupational Health and Safety Act (Act No 85 of 1993) as amended,
b) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended.
c) The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
d) Electrical Code SABS 0142 and all other statutory requirements, as required by the Electrical supply authority.
e) SANS 50081-20:2017 and SANS 50081-50:2017 standards.
f) SABS 1545-10 specification for lifts.

6. SAFETY CONDITIONS

a) All work must be performed in compliance with the Occupational Health and Safety Act (Act No 85 of

1993.

b) It is the sole responsibility of the appointed services 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 bid document that the appointed service provider is solely responsible for the safety of all personnel involved in the maintenance service or repair of the elevators and equipment. Injuries incurred by the bidder and personnel staff will be for the bidder's insurance to cover.

d) It is the appointed service provider's responsibility to ensure that all possible safety procedures are followed when working on any equipment or structure and to bring any unsafe conditions under the attention of the respective NRF representative before commencing any service or repair work whatsoever.

7. PERFORMANCE AND REPORTS

a) At the end of each ninety (90) day period, the appointed service provider must meet with the NRF representatives to review performance and schedule major repairs contemplated during the next ninety (90) day period. The appointed service provider must submit to the NRF a written performance report at the end of each two year period. The appointed service provider must submit where applicable any written recommendations related to safety issues, new attachments, modifications etc. The appointed service provider must submit to the NRF such records and reports as may be identified.

b) On all elevator shutdowns involving passenger entrapment, comprehensive report must be prepared and submitted to the NRF within 24 hours of the incident/entrapment. The report must include building location, elevators identification, date, and time of the incident, time entrapped passengers were released, cause of entrapment and corrective action taken by the appointed service provider.

PERFORMANCE INDICATORS		
SERVICE DESCRIPTION (CRITERIA)		**STANDARD**
1	Availability	100% of (24/7/365) days a year
2	Responses Time to Elevators stopped with passengers during "normal business hours.	1 hour
3	Responses Time to Elevators stopped with passengers "outside	4 hours

	normal business hours".	
4	Response Time to breakdowns during "normal business hours".	1-4 hours
5	Response Time to breakdowns "outside normal business hours".	4 hours
6	Floor levelling accuracy (up and down).	Must be the same as existing floor

8. INSPECTION OF EQUIPMENT AND CONDITIONS AT SITE

Prior to bidding, it is the responsibility of the bidder to visit the NRF premises/ job site and inspect each elevator, escalator and/or dumbwaiter to establish to their satisfaction the condition of the equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in "as is" condition. No claims shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

Upon award, the appointed bidder must ensure Annexure B is updated and authorized by the department of employment and labour.

9. CHECKING IN AND OUT

The contractor`s personnel must check in with the NRF`s representatives and sign in a logbook prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repair, and callbacks. At time of check-in, NRF`s representative must provide the elevator technician/ contractors personnel with a list of any reported problems requiring the contractor's attention.

10. TIME SHEETS

A time sheet or job card must be submitted to the NRF representative for approval within 24 hours of performing the maintenance, repairs, and servicing of the elevator/ escalator unit. The time sheet or job card must include the date the work is performed, the time when the work started and completed, the name of the building and the elevator/escalator number.

11. SCHEDULED MAINTENANCE

All preventative maintenance performed by the appointed service provider must be scheduled per elevator prior to commencement of the contract and subject to final approval of the NRF. Minimum preventative maintenance frequency visits must be weekly for gearless equipment, semi-monthly for geared equipment, monthly for hydraulic equipment and semi-monthly for escalators equipment.

The preventative maintenance schedule, as prepared by the appointed services provider must show the building name, elevator serial numbers, examination frequency and examination hours and be keyed to a preventative maintenance schedule prepared for the specific equipment covered by this specification.

Maintenance schedules must be permanently located in the equipment rooms for each elevator. The schedules shall be accessible for the NRF for monitoring. Schedules must be maintained by indicating the work performed, signature of the mechanic performing the work and dated the day the work was performed.

Removal of elevators from service /operation shall be coordinated with and approved by the NRF, to the extent that all possible preventative maintenance that requires removal of elevator from service /operation must be scheduled during off-peak hours of the NRF operation elevator must be taken out of service during the normal business day without prior notification to the NRF except under emergency conditions. The appointed service provider must not remove from service more than one elevator at a time (except in emergencies). Emergency circumstances are understood to be those which pose an imminent possibility of equipment damage or passenger injury as judged by the elevator technician/ engineer. Elevators taken out of service must be identified by placing signage on every floor indicating the elevator is out of service. Signs must be removed after service is restored.

12. PERFORMANCE OF PERIODIC TESTS:

The appointed service provider must perform periodic safety tests of the four elevator components, the periodic tests must be conducted in strict accordance with standers and procedures stated in the Occupational Health and Safety Act, 1993 (ACT No. 85 of 1993): Lift, Escalator and Passenger Conveyor Regulations, 1994 or its latest edition. The test results must be recorded on forms supplied (ANNEXURE B)by the contractor and acceptable to the NRF. Upon completion of tests, signed copies by the elevator mechanic who performed the tests and an authorised representative of the contractor must be submitted to the NRF signed.

13. CALLBACK SERVICE:

For the purpose of this specification, a **callback** is a request from the NRF to the appointed services provider requesting the appointed services provider to attend to a fault, condition on a specific elevator which needs attention before the contractor's next scheduled preventative maintenance visit. Additionally, a callback is work, which is performed by one person working alone, at the job site, for a period less than two (2) hours.

The appointed services provider must respond to any callback within a minimum of one (1) hour from the time in which a non-emergency call back was reported to the contractor. For emergency call backs such as entrapments, the contractor must respond within a minimum of ONE HOUR from the time the emergency was reported to the contractor.

In the event that the appointed service provider fails to respond within the stipulated times, the NRF will apply penalties as per Performance Service Levels to have the right to require the appointed service provider to pay an specified amount for each occurrence or NRF at its election, to deduct the amount for any monies

owed to the contractor on payment of submitted invoice.

14. FAILURE TO PERFORM:

The appointed service provider must fully guarantee all work performed during the Term of the contract and for a period of ninety (90) days after the termination date. Should the NRF determine during the term or within Thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the contractor must, after written notification by the NRF, correct said deficiency within ten (10) days. Failure to correct will be construed as a default under the contract and the NRF has the right to secure others to perform the services and deduct the cost of these services from the contractual amount due to the contractor under this agreement.

The NRF reserve the right to engage an independent party to perform an evaluation to determine responsibility pursuant to this paragraph.

15. OBLIGATIONS OF THE APPOINTED BIDDER:

a) During the period of this contract, the service provider must 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) Should any of the units installed cease to operate satisfactorily during the contract period, service provider must be obliged to investigate and repair the fault within a period of 48 hours or as per the severity and urgency of fault .If in the opinion of the NRF representative , the faults ids deemed to need urgent repair the service provider holds himself available for 24 hours per day and 7 days per week.
c) Should the service provider fail to commence investigation /repair as required within a period of 10 days after receipt of written notice thereof, the NRF shall be entitled to have such work carried out by his own staff or by other service providers .If such work is work which the service provider should have carried out at his own cost ,NRF shall be entitled to recover from the service provider the cost thereof or deduct the same amount from any moneys due or that became due to the service provider.
d) All work to be carried out by the service provider during the contract period must 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.
e) 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.
f) When, in the opinion of the NRF representative, any material used or intended for use is not in

accordance with the requirements of this 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.

g) 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 the services.

h) Render the services timeously during business hours (i.e. Monday to Friday, excluding public holidays from 08:00 am to 16:30 pm). 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.

16. FAULT REPORTS

a) All faults and problems experienced shall be reported to the service provider by telephone, followed by written confirmation thereof via email. The service provider must promptly acknowledge receipt of such fault report and shall make the necessary arrangements to get the fault/problem attended to within 30 minutes of receipt of the notification from the NRF Representative.

b) The NRF shall keep a fault report book on site and enter all faults experienced into this book. The service provider shall countersign next to the reported fault once the fault has been attended to and rectified, complete with time and date of remedy or repair.

17. RISK MANAGEMENT APPLYING TO THIS CONTRACT

a) Implementing risk management is very important for this contract and the bidder must submit a risk management plan which set out the identified potential risks and the mitigation to eliminate them. The plan must outline what operational risks are likely to occur, what are the potential ways to treat the risks and set up the escalation procedure or a formal process to implement the potential solution.

For this plan to be relevant and effective, the bidder is therefore compelled to visit the NRF premises for site evaluation on the set date.

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 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		
SBD 4 signed	**M**	❑ Yes ❑ No		

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
SBD 6.1 signed	**M**	❑ Yes ❑ No		
A valid B-BBEE certificate or Sworn Affidavit	**O**	❑ Yes ❑ No		
Proof of Registration on the Government's Central Supplier Database (CSD).	**M**	❑ Yes ❑ No		
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 attend compulsory briefing session	❑ YES ❑ NO		
2	Did bidder submit a copy of CIDB grading of 1SI or Higher	❑ YES ❑ NO		
3	Did the bidder submit a valid and active letter of good standing (COIDA).			
4	Did the bidder submit proof of qualification for **Site Manager**: NQF Level 6 qualification in Mechanical/Electrical engineering?	❑ YES ❑ NO		

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
5	Did the bidder submit proof of qualification for Lift **Mechanic:** A minimum Trade Test in Lift Mechanic or N3 in Mechanical/Electrical Qualification	❑ YES ❑ NO		
6	Did the bidder submit proof of qualification for **Technical Assistant:** A minimum N3 Mechanical/Electrical Qualification OR Trade Test in Lift Mechanic	❑ YES ❑ NO		
7	Did bidder submit a valid and active copy of public liability worth R 2 million.	❑ YES ❑ NO		
8	Did the bidder submit a minimum of three written reference letters relevant to the scope of this bid document (Maintenance of Lifts/Escalators). **OR** Submit a list of a minimum of three contactable references, using Annexure A, relevant to the scope of this bid document (Maintenance of Lifts/Escalators	❑ YES ❑ NO		

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
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

SBD 3.1: PRICING DETAIL	
	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)
YEAR 1				
Site inspection, audit relating to elevator regulations (OHS Act 85 of 1993, and update of all regulatory Annexures	Item	1 (**4 lifts**)	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3961	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3960	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L1157	Months	12	**R**	**R**
Lift maintenance including callouts fees 680Kg (9 Persons) 02/L1462	Months	12	**R**	**R**
			Total Yr 1	

YEAR 2				
Site inspection, audit relating to elevator regulations (OHS Act 85 of 1993Annexure B, and update of all regulatory Annexures	Item	1 (**4 lifts**)	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3961	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3960	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L1157	Months	12	**R**	**R**
Lift maintenance including callouts fees 680Kg (9 Persons) 02/L1462	Months	12	**R**	**R**
			Total Yr 2	
YEAR 3				
Site inspection, audit relating to elevator regulations (OHS Act 85 of 1993Annexure B, and update of all regulatory Annexures	Item	1 (**4 lifts**)	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3961	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L3960	Months	12	**R**	**R**
Lift maintenance including callouts fees 1000Kg (13 Persons) 02/L1157	Months	12	**R**	**R**
Lift maintenance including callouts fees 680Kg (9 Persons) 02/L1462	Months	12	**R**	**R**
			Total Yr 3	
TOTAL BID PRICE FOR 36 MONTHS (Incl VAT) (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**
Emergency response	For emergency callbacks such as entrapments, the Contractor shall respond within a minimum of 1 Hour from the time the emergency was reported to the Contractor.	Failure to respond within stipulated times, the NRF shall have the right to require the Contractor to pay R2000 for each occurrence or NRF, at its election, may deduct the amount for any sum owed or to be owed to the Contractor.
Callback service	The service provider shall respond to any callback within a minimum of one (1) hour from the time in which a non-emergency callback was reported.	Failure to respond to the callback service within 24 hours. The first offence will be recorded as non-performance. The second offence will result in effecting clause 23 of GCC.
Elevator Breakdown	Should any of the four (4) elevator units installed cease to operate satisfactorily during the contract period, the service provider shall be obliged to investigate and repair the fault within a period of 48 hours or as per the severity and urgency of the fault. If in the opinion of the NRF representative, the fault is deemed to need urgent repair the service provider holds himself available for 24 hours per day and 7 days per week.	Failure to investigate and repair the fault within a period of 48 hours or as per the severity and urgency of the fault a GCC clause 22 will apply.

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Performance of periodic tests	Contractor shall perform periodic Safety Test(s) (Annexure B) of the elevator components. The periodic test(s) shall be conducted in strict accordance with standards and procedures stated in the *LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS, 2009, or its* latest edition. Test results shall be recorded on forms supplied by the Contractor and acceptable to the NRF. Upon completion of test(s), copies shall be submitted to the NRF signed by the elevator mechanic who performed the test(s) and an authorized representative of the Contractor.	Failure to perform the periodic tests the contractor is liable to replace at his own cost any damaged component not appearing in the test report. The service provider is liable for the cost of procuring the services of inspector to issue an authorized Annexure B safety document. Further failure to obtain annexure B will result to termination of contract.

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

[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.

numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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 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.

[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.

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 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.

.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

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

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

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

(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.

PREFERENCE POINTS CLAIMED (SBD 6.1)

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	
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

PREFERENCE POINTS CLAIMED (SBD 6.1)

- ☐ 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;

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

(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

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