



**National  
Research  
Foundation**

## **LEGAL QUALITY ASSURANCE SERVICES**

**INVITATION TO SUBMIT AN APPLICATION FOR MEMBERSHIP OF THE NRF's LEGAL  
QUALITY ASSURANCE BID INVITATION PANEL**

**RFP Number: NRF/SCM 05/2025-26**

### **BID INVITATION (LEGAL) PANEL MEMBERSHIP DESCRIPTION**

**Panel of service providers to provide legal assurance of draft bid invitations on a call off basis**

## REQUEST FOR PROPOSAL (SBD SECTION 1A)

RFP Number

NRF/SCM 05/2024-26

Closing date and time (as per NRF systems)

18 June 2025 at 11:00 am

### RESPONSE DETAILS

#### ELECTRONIC SUBMISSION TO:

[bids@nrf.ac.za](mailto:bids@nrf.ac.za)

Emailed PDF file name format is "Bid Number / Supplier Name" Refer **Annexure A** for guidance on electronic submissions.

#### ONE ENVELOPE APPROACH:

This is a **One** Envelope approach, namely the price and quality can be submitted simultaneously in one document.

Procedural and Technical enquiries may be directed in writing to

Section

Supply Chain Management

Contact person

Cecilia Sibanda

E-mail address

c.sibanda@nrf.ac.za

### OBJECTIVES, REQUIREMENTS AND SYNOPSIS

#### **Objective**

To minimise legal risks in published Bid Invitations by introducing formal legal review process

#### **Context**

The NRF is a decentralised organisation in which bid invitations are generated and approved on a decentralised basis via a twofold advisory process, namely:

- Review and advice of the draft Bid Invitation prior to formal submission to the Bid Specifications Advisory Committee
- Formal advice provided by the Bid Specification Advisory Committee (BSAC), a sub-committee of the Bid Adjudication Committee.

#### **Summary of Scope of Work**

A review of the legal sections in draft Bid Invitations employing both:

- NRF's living checklist, and
- The technical advisor's own professional legal experience

Two review and advisory/reporting stages are involved:

- **Initial review:** Identification of areas of improvement in draft bid invitations, and communicating issues identified and advice to address same prior to submission to the Bid Specification Advisory Committee, and
- **Final review:** Once the business unit's Bid Specification Committee (BSC) has addressed the written legal advice, the BSC provides an updated draft specification which is reviewed for a second time by the Legal Panel to extract and list advice *not* adopted by the BSC/business unit. A report is provided to the BSAC by the Legal Panel member detailing advice not adopted by the BSC.
- **Gap Analysis:** Provide a quarterly report on continuous and/or recurring bid specification issues identified from the reviews, including proposing an adequate mitigation measure/ corrective action plan.

Fuller details of the Scope of Work contained in "Scope of Work" section.

**Turnaround Times**

The **Initial and Final reviews** shall each be completed **within 3 working days**, once issued to the service provider via email. Accurate record keeping must be maintained on when a bid was received and issued for the various stages.

The **gap analysis reports** including received/issued records shall be provided **within 3 weeks**, on completion of three consecutive months.

**Formats and style**

Review comments are to be provided in a format that both highlights the problem (issue/risk) and the advice (recommended solution to address the issue/risk identified).

**Initial review:** A variety of styles which best suits preferences is allowed on condition that such communication *indicates both problem and advice*, including:

- Track changes in Word document combined with use of notes provided in the text and/or employing a "New comment" facility (Review tab)
- Details in a Word document (with or without the table in the Final review section)
- Details in an email with or without the table in the Final review section
- Any other format agreed to with the NRF.

**Final review:** The final review is to contain the advice which the business unit has chosen *not* to follow, in a brief table in the following format in a Word document, or other formats as permitted by the NRF in writing from time to time.

Problem		Advice	Additional comments, if any
Page	Par.	Details	

**Qualification**

In order to qualify for inclusion on the List of Qualified Service Providers ("panel") to be allocated call offs, candidates are to meet the minimum threshold levels. These are detailed in the Qualification (eligibility criteria) section contained in **Annexure**

**B.** Work is split between specifications incorporating National Treasury's General Conditions of Contracts (NT GCC), and specifications which do not incorporate NT GCC.

### **Method and/or Contract type**

This is a fixed fee, flexible volume open framework agreement. Work is allocated as follows:

- **Fixed fee:** The nature of this RFP is classified as a FPMS (Fixed Price, Minimum Score) application, with the variant of work allocation (refer: Annexure C) which includes highest score. A fixed fee per review based on category and value is contained in the pricing schedule (Refer SBD 3.1 (including VAT) for the legal section/s of each draft bid invitation reviewed
- **Variable quantity:** The quantity is dependent on the actual number of bids processes. During the year there are a number of additions and withdrawals from the Annual Procurement Plan. Furthermore, the work allocation of bids to each panel member (call offs) will vary based on complexity, estimated value, expertise and technical expertise with *proportional* preference provided to bidders with a higher transformation level.
- **Ceiling price:** The overall value of this contract is limited to the budget of R1 000 000 including VAT.
- **Methodology:** The methodology acts as a default proposal which all applicants are required to respond to. Alternative proposal/s from the winning (highest scoring proposer) will be considered as long as the default proposal is provided and sufficient detail is provided of such alternative/s.
- **Beauty Contest (evaluation eligibility) method,** for Binary and Likert scale scoring judgements are inevitable present for a project of this nature. Refer **Annexure B** for the judgements inherent in the scoring mechanisms.

### **Open status**

The closing date and time is provided for administrative convenience to obtain a first-round list of service providers. The nature of an Open Framework Agreement is that potential service providers can apply to be added during the duration of the contract. Service providers who therefore do not meet the closing date are not permanently disqualified, rather will merely be excluded during the first-round of evaluation. Panel membership is however limited in size to 10 for NT GCC (National Treasury General Conditions of Contracts) and 10 for non-NT GCC contracts. Service providers are encouraged to enter the first round process to avoid being excluded should maximum panel size limits be reached.

### **Contract Period**

This framework agreement expires at the earlier of:

- The budget of R1 000 000 (including VAT) being exhausted, or
- A secondment to fulfil this function

Furthermore, the framework agreement may expire upon the sole discretion of the NRF.

### **Induction**

Once appointed, panel members will be required to read the last three year's BSAC minutes, and quality assurance checklists in operation, as part of a non-chargeable induction process to obtain details of the nature of prior review comments

and issues to be addressed.

**Minimum eligibility requirements**

A minimum score as indicated in **Annexure B** constitutes the minimum threshold.

**Fixed pricing**

This is an Objective Criteria bid invitation. B-BBEE scoring verification required for annual verification agency process, and will be employed if similar points scored.

**Returnable documents and information**

In addition to the returnable documents mentioned in this document, kindly ensure that Annexures B and C are also populated to address both eligibility and work allocation.

<b>SUPPLIER INFORMATION</b>					
<b>Name Of Bidder</b>					
<b>Postal Address</b>					
<b>Street Address</b>					
<b>Telephone Number</b>					
Code		Number			
<b>Cell Phone Number</b>					
Code		Number			
<b>Facsimile Number</b>					
Code		Number			
<b>E-Mail Address</b>					
<b>VAT Registration Number</b>					
<b>Tax Compliance</b>	Tax Compliance System PIN			Central Supplier Database No.	MAAA

<b>SUPPLIER INFORMATION</b>			
<b>Status</b>			
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE]</b>			
<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.

## TERMS AND CONDITIONS FOR BIDDING (SBD 1 SECTION B)

### 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, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.
1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7.1).

### 2. TAX COMPLIANCE REQUIREMENTS



## TERMS AND CONDITIONS FOR BIDDING (SBD 1 SECTION B)

letters and/or examples of work.

### **Stage 3 – Panel membership**

#### Basis of fair competition:

The NRF compares each bidder's points on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's membership requirements.

#### Qualifying for panel membership

Bidders who have successfully passed through Stage 3 and achieved the minimum score when responding to Annexure B and Annexure C, are eligible for panel membership subject to Stage 4.

### **Stage 4 – Checking Tax Compliance**

#### Stage 4 – 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 application.

### **Stage 5 – Award, Contract Signing and Work Allocation**

The NRF includes all bidders with minimum requirements for panel membership subject to the bidder having supplied the relevant administrative documentation. Work allocation is based on availability, niche expertise and quality of past submissions, with a preference for highest quality.

## **7. ACKNOWLEDGEMENT OF READING EACH PAGE**

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

## **8. 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.

## **9. 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.

## **10. 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.

#### 11. ONE ENVELOPE SYSTEM

A One Envelope system is employed.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. CANCELLATION OF THE RFP PRIOR TO AWARD

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

**No acceptable bids:** The NRF cancels the RFP 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 RFP Invitation prior to making an award if a material irregularity occurred in the bid process.

**Insufficiency of Funds at date of Award:** The NRF cancels the RFP Invitation prior to making an award if the funds are no longer available to cover the total estimated contract value at the date of the evaluation.

## INTRODUCTION, INTERDEPENDENCIES, PERIOD, SCOPE OF WORK AND ELIGIBILITY

### INTRODUCTION TO THE NRF

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

### INTERDEPENDENCIES

The non-legal section are also quality assured by a panel of providers in parallel to this process. Some overlap may inevitably occur. None known.

### CONTRACT PERIOD

This assignment commences a week after appointment for a period determined by budget availability, insourcing and/or expiration of the period of a year, unless extended in writing.

Furthermore, the framework agreement may be terminated at the sole discretion of the NRF.

### ELIGIBILITY

**Eligibility:** The bidder is to supply detailed responses, and where evident from the context, appropriate rationale/references as detailed in Annexure B.

### DETAILED SCOPE OF WORK

1. Review contract suite to confirm choice as best fit considering the NRF’s risk appetite and appropriateness
2. Review specific contract form to confirm choice within contract suite for best fit, risk appetite and appropriateness
3. Review legal sections within specific contract form to ensure:
  - a. Correct with respect to bid invitation purpose
  - b. Adequately populated
  - c. Unambiguous terminology
  - d. Consistent with the remainder of the bid invitation correctly provided and adequately populated and terminology unambiguous and consistent (refer following sections)
4. Review remainder of bid invitation document to determine whether legal terms are inadvertently included and if so that such special conditions are
  - a. Correct with respect to the bid invitation purpose, and
  - b. Consistent with the remainder of the bid invitation
5. Review performance levels and ensure:
  - a. Adequately populated,
  - b. Just (including proportionality) and correct with respect to the bid invitation purpose
  - c. Consistent with the remainder of the bid invitation document
6. Review pricing schedules and pricing terms and conditions and to ensure:
  - a. Correct pricing strategy
  - b. Correct pricing schedule (e.g. SBD3.1 to SBD3.3) is employed, where applicable
  - c. Correctly populated as per prescript or specialised contract type
  - d. Consistent with pricing strategy (e.g. fixed or variable pricing considering the NRF’s risk strategy)

Where applicable under each point, to recommend the best fit, and provide appropriate solution (e.g. strategy, wording etc.)

**DOCUMENTS REQUIRED**

Electronic bid documents for evaluation and contract signing	1
Refer to <b>Annexure A</b> .	

**RETURNABLE DOCUMENTS REQUIRED**

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
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(M – Mandatory, O - Optional)	<u>BIDDER</u>	<u>NRF</u>	Bid Section/s Reference	<u>BIDDER</u>
	Submitted	Meets Specification Minimum		Reference to Bidder's document
<b><u>Bidder Eligibility</u></b>				
Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Section A
Bidder's Disclosure (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other SBDS
Preference Points (SBD 6.1), signed and completed (optional on submission, mandatory after award )	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other SBDS
<b><u>Eligibility</u></b>				
Evidence that the bidder meets the requirements	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Eligibility section contained in Annexure B
<b><u>Pricing</u></b>				
Pricing (SBD 3.1) in this document is <b>not</b> to be completed as this is a fixed price contract	N/A	N/A	N/A	SBD 3.1 Pricing Schedule below.

## SBD 3.1: PRICING

### Pricing Special Conditions

1	<u>Fixed price:</u> The fixed price is contained below in the Pricing Schedule (SBD 3.1). This includes any costs incurred by the service provider for travel, accommodation and so on.
2	<u>Frequency of payments Payment</u> may be made within 30 days of invoice upon satisfactory completion of call-offs.
3	<u>Quantities:</u> Any quantities and proportions that may be provided (e.g. indicative pricing in the Pricing Schedule) are heuristic, namely indicative only and dependent upon both the Procurement Plan (currently being devised) and progress against the Procurement Plan and can be adjusted accordingly subject to the Ceiling Price – refer next section.
4	<u>Ceiling price:</u> The ceiling price of R1 000 000 (including VAT) for all panel members, is indicative of governance delegations. Furthermore, the framework agreement may be terminated at the sole discretion of the NRF.

### PRICING SCHEDULE (SBD 3.1) **PRE-POPULATED – DO NOT ADJUST**

INDICATIVE QTY	DESCRIPTION SECTION	UNIT OF MEASURE	UNIT PRICE (incl. VAT)	TOTAL PRICE (incl. VAT)
<b>Goods and Services GCC (National Treasury) below, and including R20m</b>				
28	Bid Invitation Legal Quality Assurance	Bid invitation	R15 000	R420 000
<b>Works GCC (CIDB) and contract suites, including Construction, Engineering, Civils and/or Infrastructure below and including R20m</b>				
12	Bid Invitation Legal Quality Assurance	Bid invitation	R30 000	R360 000
<b>Goods and Services GCC (National Treasury) above R20m</b>				
9	Bid Invitation Legal Quality Assurance	Bid invitation	R20 000	R180 000
<b>Works GCC (CIDB) and contract suites including Construction, Engineering, Civils and/or Infrastructure above R20m</b>				
1	Bid Invitation Legal Quality Assurance	Bid invitation	R40 000	R40 000
<b>TOTAL CEILING CONTRACT VALUE (incl. VAT) FOR FRAMEWORK AGREEMENT</b>				<b>R1 000 000</b>
<b>Note: Individually priced call off options. Ceiling value for all panel members R1 000 000 (Inclusive of VAT).</b>				

## GENERAL CONDITIONS OF CONTRACT

**This bid is subject to the General Conditions of Contract on the National Treasury website**

<http://www.treasury.gov.za/> (subject to Special Conditions in this contract which take preference) <https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/>

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”. Bidders are deemed to have read the General Conditions of Contract on the National Treasury website. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

## MANAGEMENT OF PERFORMANCE LEVELS

1. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder’s failure to meet any performance level is not susceptible to precise determination.
2. 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.
3. If the contracted bidder fails to meet any performance level:
  - a) The contracted bidder and the NRF shall jointly investigate and report on the root causes of the performance level failure;
  - b) The contracted bidder shall promptly correct the failure and begin meeting the set performance levels;
  - c) The contracted bidder shall 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
  - d) The contracted bidder shall take preventive measures to prevent the recurrence of the performance level failure.
4. 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 the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

### PERFORMANCE LEVELS STATEMENT

Service/Goods Measured	being	Measurement Methodology	Penalty

Review	Timing after one working day.	<b>Penalty for submission after NRF's timeline:</b> 10% for one day overdue, 30% for two days overdue, 50% for three days overdue unless prior written consent is obtained from the NRF for good reason.
<b>OTHER SBDS</b>		

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

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<sup>1</sup> 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.

## SBD 4 - BIDDER'S DISCLOSURE

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.

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:  
 .....  
 .....  
 .....

**1. 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:

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

3.1 I have read, and I understand the contents of this disclosure;

## SBD 4 - BIDDER'S 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<sup>2</sup> 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.

3.5 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.

3.6 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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<sup>2</sup> 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.

## PREFERENCE POINTS CLAIMED (SBD 6.1)

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 invitation to tender:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

#### 1.2. To be completed by the organ of state

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

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

1.3.1. Price; and

1.3.2. Specific Goals

#### 1.4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

The maximum points for this bid are allocated as follows:	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals must not exceed</b>	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

2.1. **“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

## PREFERENCE POINTS CLAIMED (SBD 6.1)

envisaged in legislation;

- 2.2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4. **“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
- 2.5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

$P_s$	=	Points scored for price of bid under consideration
$P_t$	=	Price of bid under consideration
$P_{\min}$	=	Price of lowest acceptable bid

#### 4. 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 POINTS CLAIMED (SBD 6.1)

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.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level				
1		20		
2		18		
3		14		
4		12		
5		8		
6		6		
7		4		
8		2		
Non-compliant contributor		0		

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. Type of company/firm

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

## PREFERENCE POINTS CLAIMED (SBD 6.1)

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 offered.

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 RFQ Invitation inclusive of any
---------------------------	--

## BID SUBMISSION CERTIFICATE FORM - (SBD 1)

	annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3.1) including detailed schedules attached
Declaration of Interest (SBD4)	General Conditions of Contract and special/additional conditions of contract as set out in this document
Preference (SBD 6.1) claims for specific goals in terms of the Preferential Procurement Regulations 2022, supported by a valid certified BBBEE certificate.	

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) offered 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.

<b>NAME (PRINT)</b>	
CAPACITY	
SIGNATURE	
<b>WITNESS 1</b>	
NAME	
SIGNATURE	
<b>WITNESS 2</b>	
NAME	
SIGNATURE	
DATE	

**ANNEXURES**

<b>Index of Annexures</b>	
<b>A</b>	Electronic Bid Submission guideline
<b>B</b>	Eligibility Criteria
<b>C</b>	Work Allocation

## ANNEXURE A

### ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

**Note (Single envelope):** Ignore sections addressing a dual – envelope system.

**Conditions for electronic submissions:** This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:<sup>3</sup>

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

#### 1. PRESCRIPTS

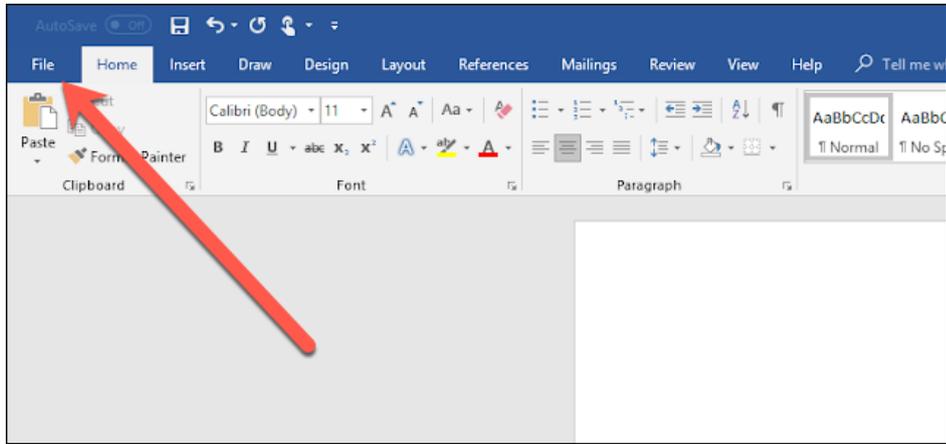
- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **Two envelope system:** All bidders document must be submitted to the email address specified on the NRF bid document and however the password to the password protected pricing file must be submitted as a separate file and emailed as specified in the bid document.
- The NRF email size limit is 4MB, bidder must ensure that their submission is no bigger than this limit.
  - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
  - The password for pricing file must **not** be submitted before the bid closes.
  - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

#### 2. GUIDELINES

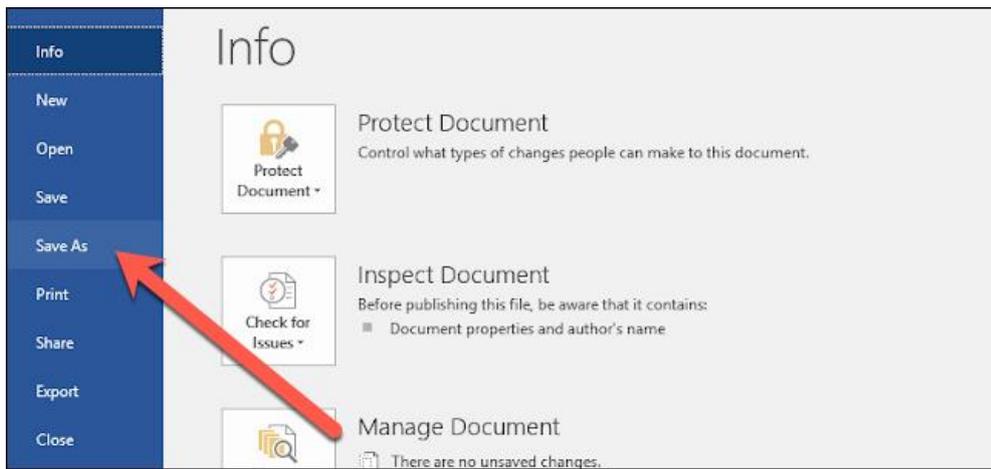
##### Converting to pdf

- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.

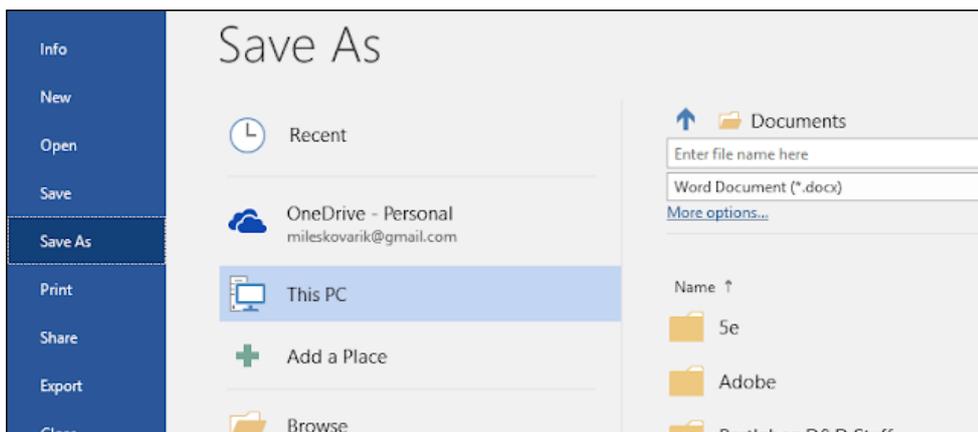
<sup>3</sup> SANS 10845-1 paragraph 4.7



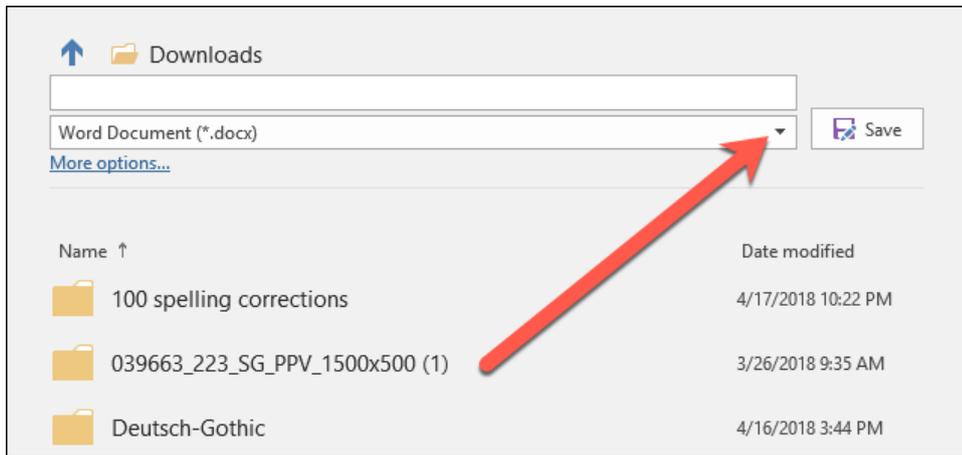
- On the backstage screen, select “Save As” from the list on the left.



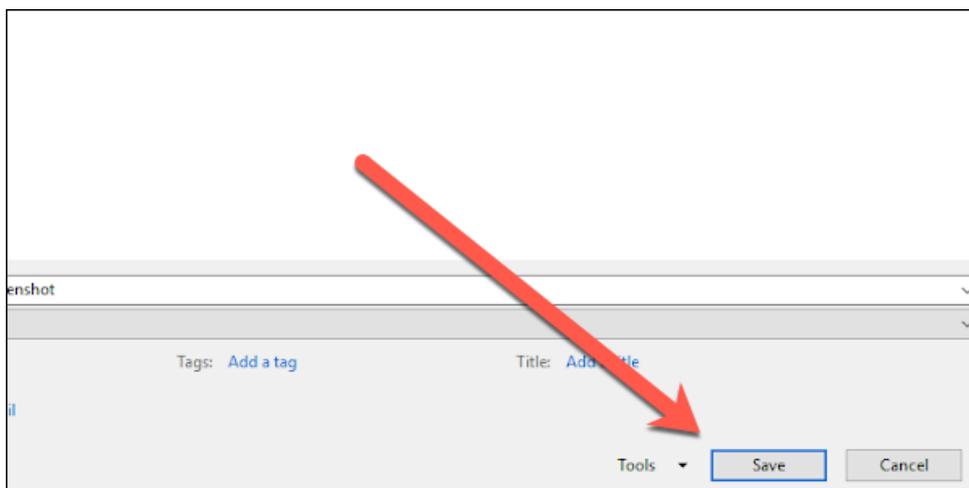
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (\*.pdf)” from the dropdown menu.



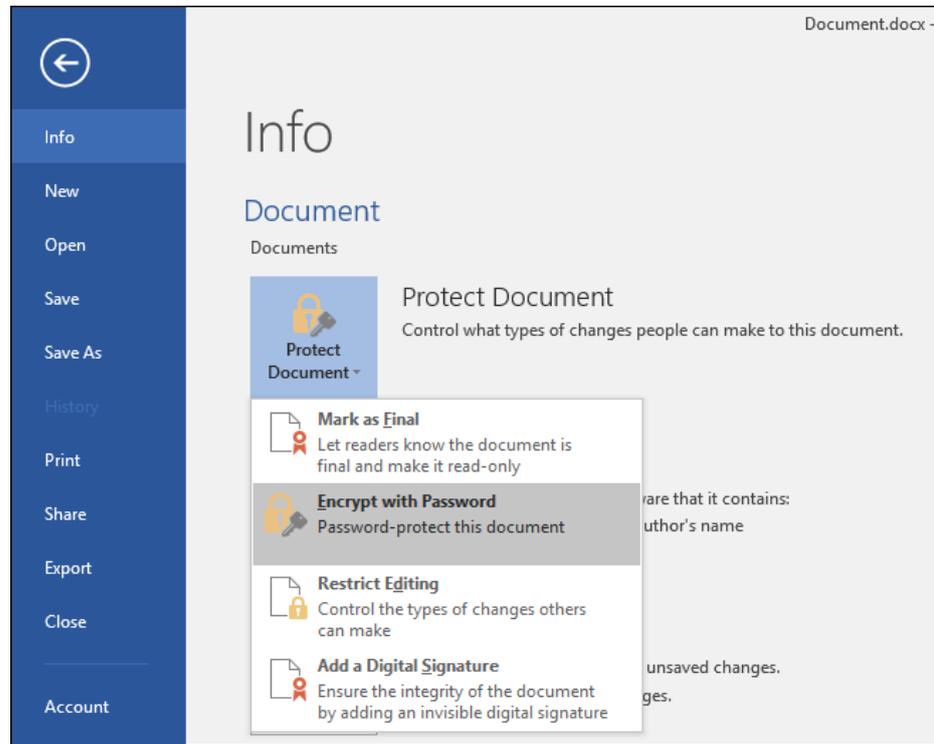
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



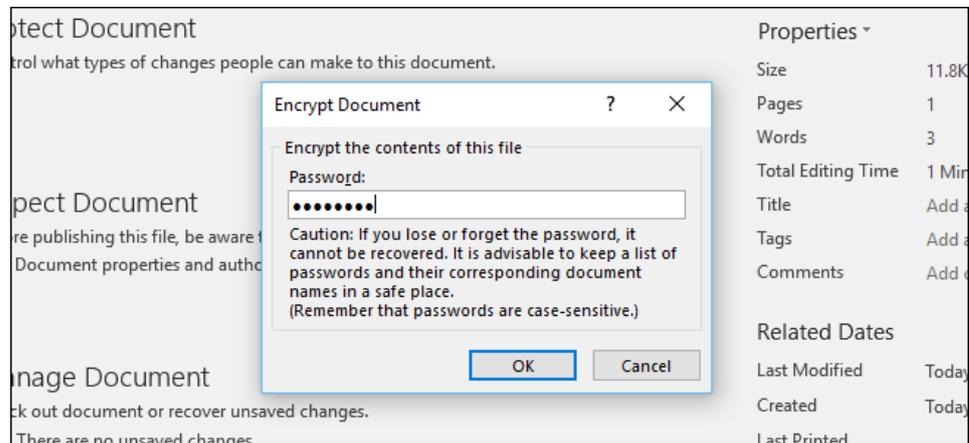
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

## Password protecting files

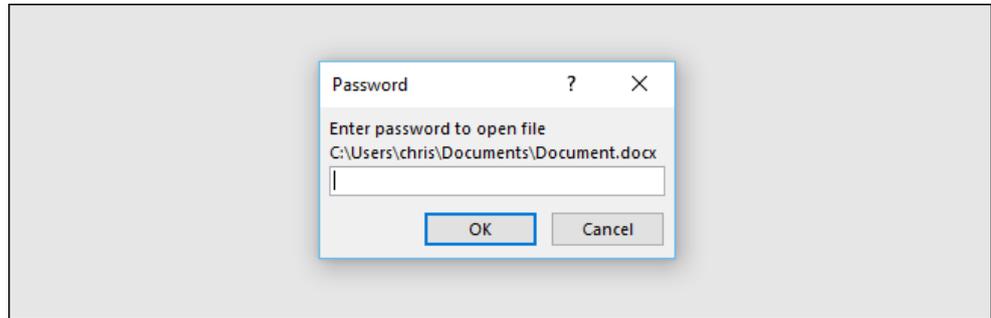
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose "Restrict Editing" here, but as we said, that is not very secure and can easily be bypassed. You're better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



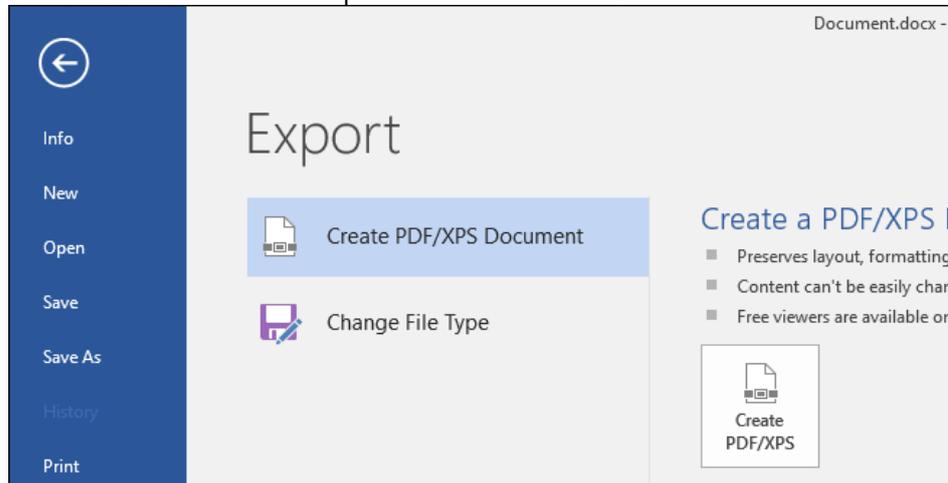
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
  - The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



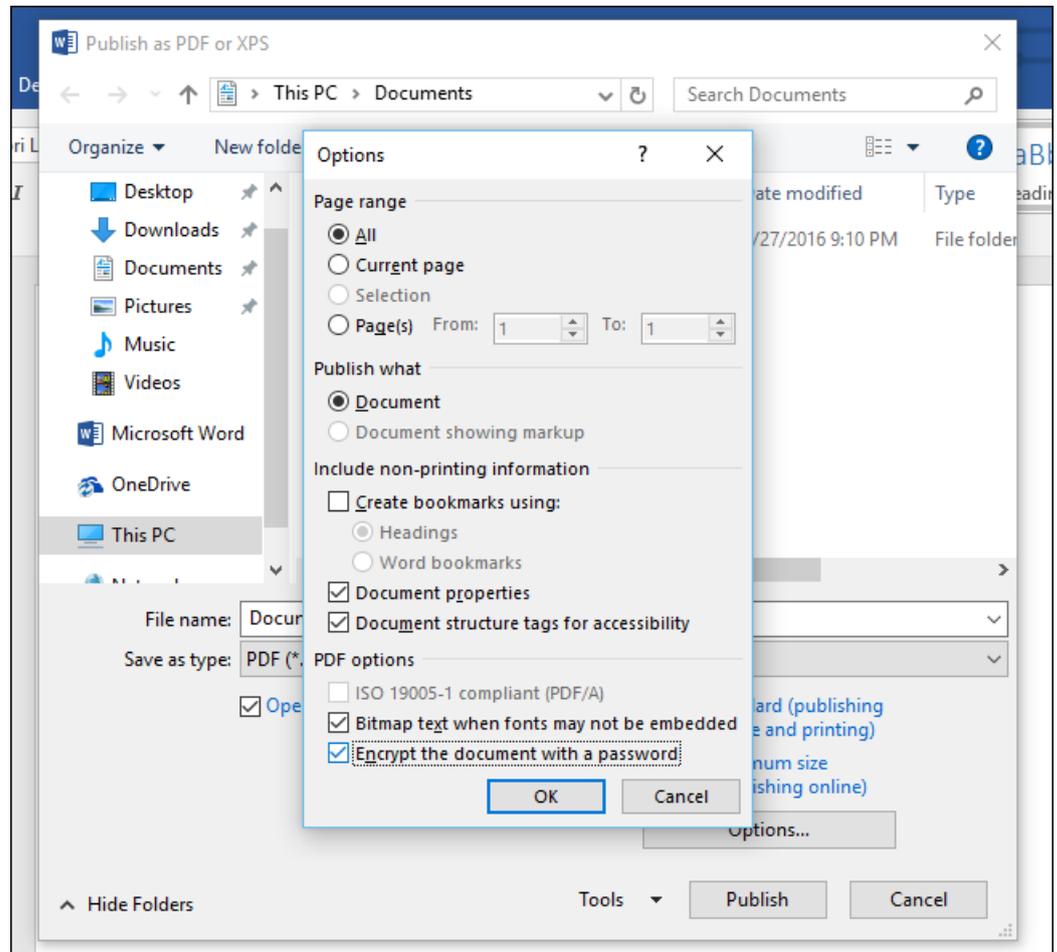
- 
- 
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

### How to Create a Password Protected PDF File

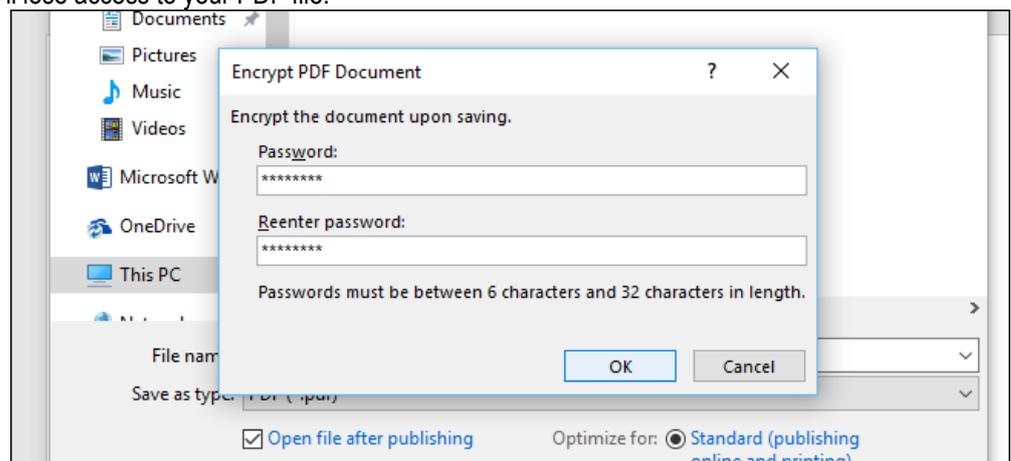
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and select “Export.” Click the “Create PDF/XPS” button to export the document as a PDF file.



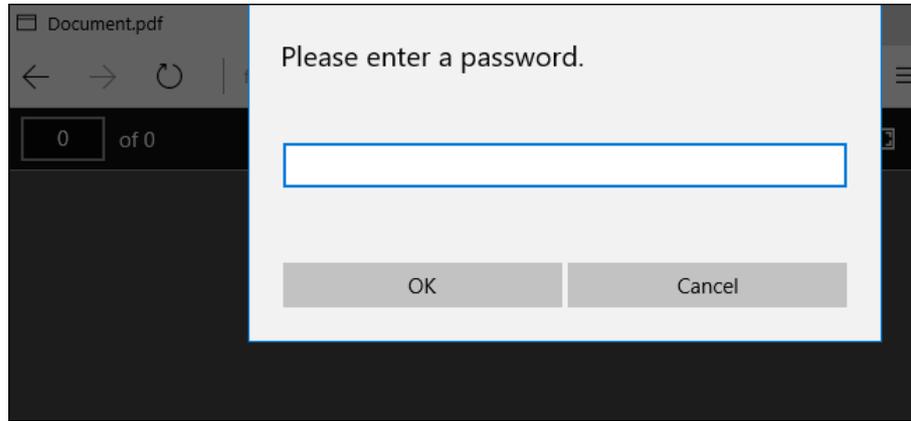
- 
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- 
- 
- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- 
- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



- 
- 
- 

### **Zipping your files.**

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

### **Keeping passwords safe.**

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.

## ANNEXURE B

### ELIGIBILITY CRITERIA

#### Threshold

A two tiered panel exists, namely:

- **Tier 1 (NT GCC):** Contracts employing National Treasury's General Conditions of Contract. A minimum of **15 points** are required in the sections highlighted in grey (eg. Compliance Bidding Document). No points are added for Non NT GCC (Tier 2) responses.
- **Tier 2 (Non NT GCC)** Contracts not employing National Treasury's General Conditions of Contract, such as works contracts: A **minimum of 35** points are required contained in the "Points" column or "Additional points" column below.

#### Completion guidance

Where practical include references..

Question	Points	Answer to include reference (and paragraph/s within reference)		Additional points (indication of specialist work call offs)	For office use only
<b>Risk mitigation</b>  Explain which contract suite best protects the Employer/Client in terms of the transfer of risk to the contractor. Provide rationale and/or applicable references in support of this view.	2				
<b>Menu of Contract Suites</b>  List the menu of contract suites (one point per contract suite, excluding National Treasury's GCC) with a minimum of five contract suites. (Bonus of 1 point per contract suite, conditional upon such contract suite being employed in South Africa)	5				

Question	Points	Answer to include reference (and paragraph/s within reference)		Additional points (indication of specialist work call offs)	For office use only
<p><b>Construction</b></p> <p>Which contract suite (and specific contract options) are best suited for Construction</p>	2				
<p><b>Infrastructure</b></p> <p>Which contract suite (and specific contract options) are best suited and which suite is best suited for the remainder (including civils, infrastructure, engineering etc.)</p>	2				
<p><b>Compliance (Standard Bidding Documents)</b></p> <p>Explain what SBDs, if any, (excluding SBD 3 series) are required below R1m, and which SBDs are required above R1m</p>	2				
<p><b>Compliance (SBD 3.1., 3.2 &amp; 3.3)</b></p> <p>Explain whether the National Treasury SBD 3 series are required by prescript (1 point) and rationale (2 points)</p>	3				
<p><b>Irregular Expenditure (SBD 3 series)</b></p> <p>Assuming SBD 3s are required by prescript, does the failure to employ an SBD3 (1 point), or the incorrect choice of an SBD3 (1 point), or the incorrect</p>	3				

Question	Points	Answer to include reference (and paragraph/s within reference)		Additional points (indication of specialist work call offs)	For office use only
and/or inadequate application of an SBD3 (1 point) constitute Irregular Expenditure?					
<b>Compliance (construction)</b>	1				
CIDB prescripts require specific inclusion of key items in a Bid Invitation. Provide exact requirements as well as applicable reference. (min. 3 points, max. 6 points)	1				
	1				
				1	
				1	
<b>Performance reporting</b>	1				
Does the CIDB require performance reporting after an award is accepted, and if so, who is responsible, and what provision should be made in the Bid Invitation, if any?					
<b>Bespoke contracts</b>	1				
Under what circumstances and/or contexts should bespoke contracts be employed?					
<b>Printing copyrighted contract suites</b>	2				
With reference to the top six most commonly used contract suites in South Africa (two points for all six), explain whether the Bid Invitation can publish the full details of such copyrighted content without requiring					

Question	Points	Answer to include reference (and paragraph/s within reference)		Additional points (indication of specialist work call offs)	For office use only
prospective bidders to purchase such templates, and if not, how one provides for access to SMMEs					
<p><b>Most significant legal clauses to mitigate public entity risk</b></p> <p>At a high level, identify the five most significant clauses to focus on, and explain why (1 point for each key area) and current best practices to protect a section 3A Public Entity. Up to 4 bonus points (one per clause) are provided if rationale explaining significance is deemed significant.</p>	5			4	
<p><b>Separate Design and Build or combined Design-Build best practice</b></p> <p>Provide two risk management tables (2 points per table) addressing firstly, separate design and build procurement phases and secondly a combined design and build phase. The risk management table is to include identification of type of risk, probability of risk (%), impact of risk (%), total score (probability and impact combined), and action plans to mitigate risks</p>	4				
<p><b>Inventory of pricing strategies</b></p> <p>Provide a list of ten leading pricing strategies employed internationally (5 points for all ten). Examples (which cannot be used as provided) include fixed price, firm price,</p>	10				

Question	Points	Answer to include reference (and paragraph/s within reference)		Additional points (indication of specialist work call offs)	For office use only
remeasurement, time and materials), and provide one contract type per pricing strategy.(5 points for mapping contract type to pricing strategy).					
<b>Recompense mechanisms</b>  Provide a best practices alternative to National Treasury's GCC penalty mechanism with appropriate rationale. (2 points, one point for credible alternative and 1 point for rationale)	2				
<b>Total</b>	47			7	

## ANNEXURE C

### WORK ALLOCATION

#### Background

The intention is that work allocation will be based on a number of factors, including turnaround times, specialist expertise.

#### Answer

Provide your response in the "Answer" column below.

#### Self-rating column

The column on the right hand side of the table below is to provide you with the opportunity of providing your own rating/score out of ten points. The NRF will moderate such ratings. The scores rate from zero for no expertise, through to 10 being the national expert.

Depth of expertise/experience	Answer	Self-rating (max. 10 points)
<p><b>Range of Contract Suites</b></p> <p>Contract suites including National Treasury's GCC, Construction, Infrastructure, Engineering, Works</p> <p>Provide your sense of expertise for each type of contract suite in as much detail as is practical, including where relevant:</p> <ul style="list-style-type: none"><li>• How many contracts handled</li><li>• Number of years experience</li><li>• Specific training expertise</li></ul>		

Depth of expertise/experience	Answer	Self-rating (max. 10 points)
<ul style="list-style-type: none"> <li>• Specific research expertise</li> <li>• Any other factor providing additional confidence of expertise</li> </ul>		
<p><b>Specialist knowledge of procurement and disposal law</b></p> <p>Explain specialist knowledge and/or experience e.g. legal advice to public entities (specifics), any litigation on procurement/disposals.</p>		
<p><b>Specialist knowledge of Bid Invitations law (South Africa and/or internationally)</b></p> <p>Explain specialist knowledge and/or experience e.g. legal advice to public entities (specifics), any litigation on procurement/disposals.</p>		
<p><b>Separate Design and Build or combined Design-Build best practice</b></p> <p>Provide your sense of expertise for each type of contract suite in as much detail as is practical, including where relevant:</p> <ul style="list-style-type: none"> <li>• How many contracts handled</li> <li>• Number of years experience</li> <li>• Specific training expertise</li> <li>• Specific research expertise</li> </ul>		

Depth of expertise/experience	Answer	Self-rating (max. 10 points)
Any other factor providing additional confidence of expertise		
<p><b>Pricing strategies and specialised pricing type contracts</b></p> <p>Provide your sense of expertise for each type of pricing strategy and specialised pricing type contracts in as much detail as is practical, including where relevant:</p> <ul style="list-style-type: none"> <li>• How many contracts handled</li> <li>• Number of years experience</li> <li>• Specific training expertise</li> <li>• Specific research expertise</li> </ul> <p>Any other factor providing additional confidence of expertise.</p>		
<p><b>Recompense mechanisms</b></p> <p>Provide your sense of expertise for various types of penalties and/or incentives in as much detail as is practical, including where relevant:</p> <ul style="list-style-type: none"> <li>• How many different types of penalties / incentives handled</li> <li>• Number of years experience</li> <li>• Specific training expertise</li> <li>• Specific research expertise</li> </ul> <p>Any other factor providing additional confidence of expertise.</p>		
<p><b>Other</b></p> <p>Any other information and/or factors that you feel may be</p>		

<b>Depth of expertise/experience</b>	<b>Answer</b>	<b>Self-rating (max. 10 points)</b>
relevant in prioritising your firm for work allocation		