



**National
Research
Foundation**

Invitation to Quote

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

Quote Number NRF/SAIAB 08-2024

SHORT DESCRIPTION OF REQUIREMENT

Appointment of a panel of qualified and experienced service providers to provide Translation Services to a range of publications for NRF-SAIAB.

INVITATION TO QUOTE (SBD 1A)

Quote Number

NRF/SAIAB 08-2024

Closing Date and Time (as per NRF systems)

10 August 2023 at 11h00

HIGH LEVEL SUMMARY OF REQUIREMENTS

To reach the public, the media and sometimes potential funders, researchers need to have the skills, tools and methods to communicate their research clearly and to share their findings in compelling ways such as using local South African local languages with which most non-scientists or the general public in the South African context can relate. NRF-SAIAB recognises that effective science communication and using local languages is essential in order for ordinary citizens to access, understand and engage meaningfully with scientific discoveries.

NRF-SAIAB seeks to appoint a panel of qualified and experienced individuals (translation practitioners) or companies to provide accurate and high-quality translation services (including editing and proofreading, training etc.) from English to any other official South African language for a range of publications for NRF-SAIAB, on an as-needed basis. SAIAB's publications are used to profile the Institute's research highlights to different stakeholders such as funders, government departments, higher education institutions, research students, the general public, amongst many other stakeholders.

The Translation Services are required in a number of official South African languages such as: isiXhosa, isiZulu, isiNdebele, siSwati, Afrikaans, Sepedi, Sesotho, Setswana, Tshivenda and Xitsonga (with the exception of English), but primarily isiXhosa, isiZulu and Afrikaans, provided the geographical location of NRF-SAIAB.

Such Translation Services are required to enable NRF-SAIAB researchers to articulate their research impact and, concurrently, develop their individual research profiles. We have identified science communication and the use of local languages as a pivotal tool to help our researchers to achieve societal impact while at the same time contributing to the implementation of the NRF's Framework to Advance the Societal and Knowledge Impact of Research.

Allocation of work will be done on a rotational basis depending on specialist capability.

RESPONSE DOCUMENTS ARE DELIVERED TO:

EMAIL DELIVERY AS FOLLOWS:

Quotations can be delivered by email before the closing date and time to: bids@saiab.nrf.ac.za

ONLY PDF DOCUMENTS ARE ACCEPTABLE

Bidding procedure enquiries may be directed in writing to:

Technical information may be directed in writing to:

Section	SCM	Section	Communications and Stakeholder Relations
Contact person	Nkosi Khuzwayo	Contact person	Lucky Dlamini
E-mail address	nc.khuzwayo@saiab.nrf.ac.za	E-mail address	LB.Dlamini@saiab.nrf.ac.za

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

Tax Compliance Status

Tax Compliance System PIN

OR

Central Supplier Database No.

MAAA

B-BBEE Status Level Verification Certificate

Tick Applicable Box.

Yes No

B-BBEE Status Level Sworn Affidavit

Tick Applicable Box.

Yes No

[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]

Are you the accredited representative in South Africa for the goods /services/works offered?

Yes No

If yes enclose proof

Are you a foreign-based supplier for the goods/services/ works offered?

Yes No

If yes, answer the questionnaire below

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?

Yes No

Does the entity have a branch in the RSA?

Yes No

Does the entity have a permanent establishment in the RSA?

Yes No

Does the entity have any source of income in the RSA?

Yes No

Is the entity liable in the RSA for any form of taxation?

Yes No

SUPPLIER INFORMATION

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 submitted by the stipulated time to the correct email address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official forms provided or in the manner prescribed in the bid document.
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.
1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za .
2.4	Bidders may also submit a printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

3. VALIDITY PERIOD FROM DATE OF CLOSURE

60 days

4. BRIEFING SESSION OR SITE VISIT DETAILS

Attendance:	<i>Not applicable</i>
Date and Time:	<i>Not applicable</i>
Venue:	<i>Not applicable</i>
Address:	<i>Not applicable</i>
Contact Person:	<i>Not applicable</i>

5. THE BIDDING SELECTION PROCESS

<u>Stage 1 – Compliance to submission requirements</u>	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.
<u>Stage 2 – Evaluation of Bids against Technical Specifications</u>	Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage:

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

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 out in this document.

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) 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 at date of Award: The NRF cancels the Quotation 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.

Quoted Prices are within a fair price range: The NRF cancels the Quotation Invitation where the offered price is defective as being too low or too high to the identified fair price range. The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the offer price. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation and no other component. The NRF starts negotiation with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

SBD 1 SIGNATURE

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED

(Proof of authority must be submitted e.g. company resolution)

DATE:**SCOPE OF WORK****INTRODUCTION TO THE NRF**

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

The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The **South African Institute for Aquatic Biodiversity (SAIAB)**, based in Makhanda formerly known as Grahamstown, Eastern Cape, is a **National Research Facility of the National Research Foundation**, a public entity, established in terms of the National Research Foundation Act No. 23 of 1998. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

CONTEXT OF THIS PROCUREMENT

SAIAB recognises that effective science communication and the use of local languages is essential for ordinary citizens to access, understand and engage with scientific discoveries. To reach the public, the media and sometimes potential funders, researchers need to have the skills, tools and methods to communicate their research clearly and to share their findings in compelling ways such as through the use of local languages to which non-scientists or the general public can relate.

The Department of Science and Innovation’s Science Engagement Strategy highlights the importance that government is placing on public engagement, science communication and the use of South African indigenous languages, with scientists and journalists playing key roles in engaging with various publics. With this, the demand for skills development in the areas of science communication and science engagement through the use of indigenous languages is increasing.

NRF Vision 2030 and Strategy 2025 are premised on Transformation, Impact, Excellence and Sustainability (TIES). The NRF has developed a [Framework](#) to Advance the Societal and Knowledge Impact of Research. This Framework outlines how the NRF can best advance societal impact that results from research.

Researchers and science institutions need to be able to reflect on how they can identify and communicate instances of impact before, during and after the research has taken place. To incorporate this newly developed focus on Pathways to Impact effectively across the entire NRF, will require critical thinking, learning and discussion.

For this reason, NRF-SAIAB is embarking on an Impact Journey to enable its researchers to articulate their research in more impactful ways, such as using local languages. We have identified science communication and the use of local languages as a pivotal tool to help our researchers to achieve societal impact while at the same time contributing to the implementation of the NRF’s Impact Framework.

Therefore, NRF-SAIAB seeks to appoint a minimum of five (5) service providers to a panel for the provision of accurate and high-quality translation services (including editing and proofreading, training etc.) from English to any other official South African language for a range of publications for NRF-SAIAB, on an as-needed basis. SAIAB’s publications are used to profile the Institute’s research highlights to different stakeholders such as funders, government, higher education institutions, research students, the general public, amongst many other stakeholders.

The Translation Services are required in a number of official South African languages such as: isiXhosa, isiZulu, isiNdebele, siSwati, Afrikaans, Sepedi, Sesotho, Setswana, Tshivenda and Xitsonga (with the exception of English), but primarily isiXhosa,

isiZulu and Afrikaans, provided the geographical location of NRF-SAIAB.

Allocation of work will be done on a rotational basis depending on specialist capability.

All intellectual property rights of the translated materials will be transferred to NRF-SAIAB upon completion of the translation.

CONTRACT PERIOD

The contract period for this bid contract is two (2) years.

INTERDEPENDENCIES TO OTHER PROCESSES IMPACTING THIS SPECIFICATION

The appointed service provider must show:

- Strong portfolio showcasing previous Translation projects and creative abilities.
- Ability to work collaboratively with cross-functional teams and meet project deadlines.
- Good understanding (verbal and written) of South African indigenous language(s), but primarily isiXhosa, isiZulu and Afrikaans, provided the geographical location of NRF-SAIAB.
- Excellent communication skills and attention to detail.
- Availability to work on short notice and deliver translation services within specified timelines.

DETAILED SPECIFICATION

Specification of Goods / Works / Services being procured

The selected service provider will be responsible for providing accurate and high-quality translation services (including editing and proofreading, training etc.) from English to any other South African official language to a range of publications for NRF-SAIAB, on an as-needed basis. The scope of work includes but is not limited to:

The scope of work includes the translation of various publications, including but not limited to:

1. Translation of Executive Summaries of reports for funded projects (approx. 15 pages) translated into isiXhosa, isiZulu and Afrikaans, or any other official South African language on an as-needed basis.
2. Translation services for printed and online media, and news articles.
3. Translation services for student abstracts and acknowledgments as part of their theses.
4. Translation services for formal reports, books, brochures, pamphlets, journal articles and other publications.
5. Translation services for promotional or display materials such as banners, advertisements, posters, website content, technical documents and marketing collateral mostly of a scientific nature to NRF-SAIAB as requested.
6. Given the nature of the scientific work, there will need to be ongoing consultation between the designer and NRF-SAIAB to understand project requirements and deliver Translation Services that meet the objectives to ensure accuracy.

Proofs to be supplied:

7. A reasonable amount of author's corrections (up to three rounds or three (3) hours) of proof corrections should be allowed and final proofs approved by NRF-SAIAB prior to final delivery.

Timing:

8. The timing required for the delivery of products will be negotiated with each order placed.
9. Most products need to be generated within a period of twenty (20) working days although some products might need to be delivered within shorter time periods.
10. More complex/ larger products (e.g. books/ journals/ brochures) may require longer time periods, but should be

completed within three (3) months of receipt of order.

11. All products ordered must be delivered in full as per official order placed.

SKILLS / KNOWLEDGE REQUIRED

The service providers must possess the following qualifications and experience:

1. Expertise: Demonstrated expertise in translation services with a focus on any one or more of the official South African languages, particularly, isiXhosa, isiZulu and Afrikaans (considering NRF-SAIAB's geographical location).
2. At least three (3) years' experience in working in language translation or offering translation services.
3. Minimum Bachelor's Degree, with a specialisation or having majored in one or more of the listed official South African languages.
4. Accuracy and Quality: Proven ability to deliver accurate, error-free translations that maintain the original meaning, style, and tone of the source text.
5. Timeliness: Ability to meet strict deadlines and adhere to agreed-upon timelines.
6. Confidentiality: Strict adherence to confidentiality and non-disclosure agreements to protect the confidentiality of the documents being translated.
7. Communication: Excellent communication skills and responsiveness to ensure effective collaboration and understanding of project requirements.
8. Technology: Proficiency in using translation software and tools to enhance productivity and consistency.

All intellectual property rights of the translated materials will be transferred to NRF-SAIAB upon completion of the translation.

DUE DILIGENCE

1. Detailed requirements to evaluate the bidder's ability to deliver on the bid:

- 1.1 Bidders must state clearly which of the official South African language/s, (with the exception of English) they are proficient and qualified in to provide translation services, as per the languages listed in TABLE 1 below. Companies applying should please write the name of individuals within the company applying to provide translation services. CVs and qualifications for each individual must be supplied.

TABLE 1:

South African official languages	Mark appropriate column with an X	Translator's name and Surname
isiXhosa		
isiZulu		
Afrikaans		
isiNdebele		
siSwati		

Sepedi			
Sesotho			
Setswana			
Tshivenda			
Xitsonga			

SETS OF QUOTATION DOCUMENTS REQUIRED

Number of ORIGINAL bid documents for contract signing 1

Bidders must submit the above number of documents to SAIAB by email in PDF format. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents..

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 meet the below requirements may be disqualified.**

Legislative/Technical Documents

Compliance

(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<u>Bidder Eligibility</u>			
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3
Bidder Disclosure (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 19
Preference Points Claimed (SBD 6.1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 22
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
<u>Selection Criteria</u>			
Qualification Proof of degree (minimum Bachelor's Degree)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Portfolio of Evidence: A portfolio showing examples of previous translation projects, showcasing the quality and variety of your work. In addition, demonstrate how projects were delivered accurately at the right quality and at the right time. Moreover, illustrate how confidentiality, communication and technology were managed during the projects.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Curriculum Vitae Bidders are required to provide curriculum vitae of any persons that will provide translation services, demonstrating skills and experience required as per Table 1 above. Ensure that CVs provide sufficient information that address the skills and experience required as per Table 1 .	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cover Letter The bidder must have a minimum of three (3) years' experience in the industry as supported by the submitted CV and Cover Letter. The service provider must have knowledge and proficiency in their chosen language of translation as per Table 1 . In addition, demonstrate how projects were delivered	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
accurately at the right quality and at the right time. Moreover, illustrate how confidentiality, communication and technology were managed during the projects.				
Reference Letters Bidders applying are required to provide a minimum of three (3) reference letters (with contactable referees) no older than twelve (12) months from previous clients with similar projects, showing relevance to the skills required for language translation services.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 26-30	
Price Offered Documents	Compliance			
Pricing (SBD 3) in this document to be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 15	
Detailed pricing schedules and supporting documents	O	<input type="checkbox"/> Yes <input type="checkbox"/> No		

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	Fully completed Procurement Invitation (SBD 1) including all documents in the Bidder Eligibility section, and signed Bid Submission Certificate form.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
2	Proof of degree (minimum Bachelor's Degree) or relevant qualification in the chosen language of translation.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
3	A portfolio showing examples of previous translation projects, showcasing the quality and variety of your work. In addition, demonstrate how projects were delivered accurately at the right quality and at the right time. Moreover, illustrate how confidentiality, communication and technology were managed during the projects.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
4	Bidders are required to provide curriculum vitae of any persons that will provide translation services, demonstrating skills and experience required as per Table 1 above. Ensure that CVs provide sufficient information that address the skills and experience required as per Table 1.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
5	The bidder must have a minimum of three (3) years' experience in the industry as supported by the submitted CV and Cover Letter. The service provider must have knowledge and proficiency in their chosen language of translation as per Table 1.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
6	Bidder must supply three (3) contactable and written references as testimony of previous work undertake and completed to the client's satisfaction.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 26-30

SBD 3.1: PRICING DETAIL

Pricing Special Conditions

1	Pricing Schedule: In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below.
2	Firm Quantities over the Contract Period: The NRF states what firm quantities are required during the current period. The NRF determines the time of delivery during the contract period.
3	Estimated quantities over the Contract Period: The NRF may require further quantities during the current contract period for the reason of future operational requirements where the quantities and timing are not yet known at the date of bid.
4	Ceiling Price Calculation: For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing.
5	Commitment to Contracted Service Provider: 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. The NRF, when issuing the written purchase order, guarantees that the funding is available . and/or with the actual quantity and time of delivery being determined when such quantities are needed..
6	Commitment of funding to the Contract: The NRF, when issuing the written purchase order under the contract , guarantees that the funding is available for that purchase order.
7	Placement of written purchase orders for actual quantities ordered: The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies.
8	Price Adjustments: In terms of <u>General Conditions of Contract clause 17.1</u> , the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u> . <u>Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.</u>
9	<u>Price quoted</u> is South African Rands in terms of General Conditions of contract clause 16.4
10	<u>Price Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1, and 32.2.
11	<u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point. Delivery points are:
12	<u>Detail Pricing Support:</u> 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
13	<u>Application of Preference Points:</u> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

SBD 3.1: PRICING DETAIL

No amount of sales is guaranteed, items listed below are for use in pricing comparison. Products/services which will be required over the duration of the contract are dependent on circumstances which cannot be determined in advance and are not restricted to the items and quantities included in the initial purchase. The total value of the contract for the panel is limited to R500 000 over the contract period.

	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	1	Translation services	Per word		
The total is determined by multiplying quantity by unit price for all line items (Costs must all be VAT inclusive at all times.)					
TOTAL VALUE OF ABOVE				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 below the relevant GCC. 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. The NRF deems the bidder to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract, listed below, shall prevail over the General Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT

- 1 **Implementation Planning and Project Management:** The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation. Special conditions pertaining to project management are listed below (if applicable).
- 2 **Performance verification:** In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.
Further verification steps are set out below:
- 3 **Software Maintenance Service:** The contracted provider, during any paid software maintenance service term, provides software maintenance service for the licensed program(s) which consist of delivering subsequent releases of the program, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the program that are directly attributable to the contract provider, and (b) correct such errors in the next available release, provided the NRF provides the contract provider with sufficient information to identify the errors. The NRF, during the same paid software maintenance service term, is entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, electronic mail, and any digital communication methods with the installation and/or use of the then-current release of the licensed program, including all available bug fixes and patches, and their interaction with the supported hardware and operating systems ("Platforms").
- 4 **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
- 5 **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.
- 6 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

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

GENERAL CONDITIONS OF CONTRACT

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.

- 7 The contract price is subject to contract price adjustment in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
3. 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.
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:
 1. The contracted bidder shall investigate and report on the root causes of the performance level failure;
 2. Promptly correct the failure and begin meeting the set performance levels;
 3. 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
 4. Take preventive measures to prevent the recurrence of the performance level failure.

MANAGEMENT OF PERFORMANCE LEVELS

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
Delivery of the specified goods and/or services	Both parties jointly check and confirm specifications are met	Penalty – correction of incorrect items/work and cost paid by contractor.
Timeous delivery	Delivery delay exceeding 5 working days from the delivery date set in the placed purchase order	Penalty – 2% of invoice value and the penalties in GCC 22 in the general clause section

SBD 4 - BIDDER DISCLOSURE

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.

1. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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.

SBD 4 - BIDDER DISCLOSURE

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**

1. If so, furnish particulars:

.....
.....

2. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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.

SBD 4 - BIDDER DISCLOSURE

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.

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.

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

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

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Notes to tenderers: The tenderer must indicate how they claim points for each preference point system. The tenderer must submit Proof of B-BBEE status level of contributor.

B-BBEE Status Level of Contribution	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	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 contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.4. 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
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

REFERENCE LETTER FORMAT

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAIAB 08-2024

Bid Description Appointment of a panel of qualified and experienced service providers to provide Translation Services to a range of publications for NRF-SAIAB

Describe the service/work the above bidder provide to you below

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Completion times			
Satisfaction with work done			
Availability of spares			
Technology up to date			
Management of costs			
Project management			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

REFERENCE LETTER FORMAT

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAIAB 08-2024

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Availability of spares			
Technology up to date			
Management of costs			
Project management			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

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Referee Letterhead

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Satisfaction with work done			
Availability of spares			
Technology up to date			
Management of costs			
Project management			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

GENERAL CONDITIONS OF CONTRACT

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”.

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. Special Conditions specific to this bid contract are in this document.

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. Bidders are deemed 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.

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) including detailed schedules attached
Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard	
Bidder Disclosure (SBD 4)	
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022, supported by a valid certified BBBEE certificate.	
General Conditions of Contract and special/additional conditions of contract as set out in this document	

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1) is correct and I accept that the NRF may

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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	