



Invitation to Quote

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

Quote Number NRF/SAIAB 04-2023

SHORT DESCRIPTION OF REQUIREMENT

- Appointment of a panel of service providers for the supply and delivery of academic books for the NRF-SAIAB in Makhanda, Eastern Cape

INVITATION TO QUOTE (SBD 1A)

Quote Number	NRF/SAIAB 04-2023
Closing Date and Time (as per NRF systems)	07 June 2022 at 11:00 am

HIGH LEVEL SUMMARY OF REQUIREMENTS

The South African Institute for Aquatic Biodiversity (NRF-SAIAB) seeks to secure services of suitably qualified and experienced service providers for the supply and delivery of academic books for the NRF-SAIAB in Makhanda, Eastern Cape. The qualifying service providers will be required to enter into a service contract for a period of five (5) years.

RESPONSE DOCUMENTS ARE DELIVERED TO:

EMAIL DELIVERY AS FOLLOWS:

Quotations can be submitted 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	Supply Chain Management	Section	Library
Contact person	Mr Nkosi Khuzwayo	Contact person	Ms Maditaba Meltaf
E-mail address	nc.khuzwayo@saiab.nrf.ac.za	E-mail address	m.meltaf@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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

1. BID SUBMISSION:

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2	All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document. Bid pages are bound to minimise risk of lost pages.	
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the 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:	N/A
	Date and Time:	N/A
	Venue:	N/A
	Address:	N/A
	Contact Person:	N/A
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 shortlisting stage:	
	<u>Stage 2A – Evaluation of Bids against Specifications including Quality</u>	
	The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set out in this document.	
	<u>Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications</u>	
	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.	

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

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 – Checking Tax Compliance

Stage 3A – 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 3B – 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 3A applies in clearing the reason for not receiving the letter.

Stage 4 – Award and Contract Signing

The NRF nominates the bidders 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 Makhandla 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

The South African Institute for Aquatic Biodiversity (NRF-SAIAB) seeks to secure services of suitably qualified and experienced service providers for the supply and delivery of academic books.

CONTRACT PERIOD

The contract period for this bid contract is five (5) years

INTERDEPENDENCIES TO OTHER PROCESSES IMPACTING THIS SPECIFICATION

The person deployed by the bidder should be properly trained and have requisite experience and skills to carry out the service required using appropriate tools/equipment.

DETAILED SPECIFICATION

The scope of work offered by service provider to include, but not be limited to:

- Academic books on an as and when basis.
 - E-books
 - Print books

SAIAB wishes to appoint a panel of service providers for the above services.

- The service providers will need to be registered on the National Treasury's Central Supplier Database (CSD).
- No amount of work is guaranteed and work will be allocated according to the suitability of the service provider.
- SAIAB reserves the right to update the panel.
- Appointments from the panel will be through request for quotations from all service providers on the panel and the highest scoring service provider will be recommended for appointment per transaction. SAIAB will apply the price and preference scoring for purchases above R30 000.

SETS OF QUOTATION DOCUMENTS REQUIRED

Number of ORIGINAL bid documents for contract signing 1

Bidders must submit the above number of original documents to SAIAB or 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 provide any of the mandatory documents is automatically disqualified.**

Legislative/Technical Documents

Compliance

(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Bidder Eligibility			
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3
Bidder's Disclosure (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13-15
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3
Selection Criteria			
The Bidder must have at least 3 years' operating experience in a academic book selling industry. (Business Profile detailing the business history & capacity to deliver)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Due diligence of Eligibility			
Three (3) written references with contact details for those customers for whom the bidder has completed similar work within the last thirty six months (three years) that meets the minimum threshold of "Meets requirements."	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 16-18
Price Offered Documents			
Pricing (SBD 3) in this document to be completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 9
Detailed pricing schedules and supporting documents	O	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PRE-QUALIFICATION ELIGIBILITY CRITERIA

ECONOMIC EMPOWERMENT AS SPECIAL CONDITION OF CONTRACT

Pre-Qualifying Criteria	A minimum B-BBEE status level	Not Applicable
Pre-Qualifying Criteria	An exempted micro enterprise (EME) or qualifying small enterprise (QSE)	Not Applicable
Pre-Qualifying Criteria	At least 51% owned by black people	Not Applicable
Pre-Qualifying Criteria	At least 30% owned by black women	Not Applicable

A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.

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	Returnable Documents' Bidder Eligibility section on page 8	
2	Three (3) written references with contact details for those customers for whom the bidder has completed similar work within the last thirty six months (three years) that meets the minimum threshold of "Meets requirements."	<input type="checkbox"/> YES <input type="checkbox"/> NO	Returnable Documents' Due diligence of Eligibility on page x	
3	The Bidder must have at least 3 years' operating experience in a similar industry. (Business Profile detailing the business history & capacity to deliver)	<input type="checkbox"/> YES <input type="checkbox"/> NO		

SBD 3.1: PRICING DETAIL

Requests for Quotations will be sent on an as and when required basis to all service providers on the panel and appointment will be based on price and preference scoring (preference score will be for orders above R30 000) comparison and suitability.

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 relevant instructions, including signage, related to restricted access and speed limits on all sites.

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these 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:
 - a) The contracted bidder shall investigate and report on the root causes of the performance level failure;
 - b) Promptly correct the failure and begin meeting the set performance levels;
 - c) 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) Take preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

GENERAL CONDITIONS OF CONTRACT

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Delivery of the specified academic books	Delivery delay exceeding 5 working days (from the delivery date communicated by the supplier upon purchase order acknowledgement)	The penalties in GCC 22 in the general clause section

SBD 4 - BIDDER DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,

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

directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

REFERENCE LETTER FORMAT

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAIAB 04-2023

Bid Description: Appointment of a panel of service providers for the supply and delivery of academic books for the NRF-SAIAB in Makhandla, Eastern Cape

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
<i>Professionalism</i>			
<i>Delivery turnaround times</i>			
<i>Satisfaction with academic books</i>			
<i>Quality of academic books delivered</i>			
<i>Communication</i>			
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 04-2023

Bid Description: Appointment of a panel of service providers for the supply and delivery of academic books for the NRF-SAIAB in Makhandla, Eastern Cape

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
<i>Professionalism</i>			
<i>Delivery turnaround times</i>			
<i>Satisfaction with academic books</i>			
<i>Quality of academic books delivered</i>			
<i>Communication</i>			
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 04-2023

Bid Description: Appointment of a panel of service providers for the supply and delivery of academic books for the NRF-SAIAB in Makhandla, Eastern Cape

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
<i>Professionalism</i>			
<i>Delivery turnaround times</i>			
<i>Satisfaction with academic books</i>			
<i>Quality of academic books delivered</i>			
<i>Communication</i>			
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
Bidder Disclosure (SBD 4)	
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) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

NAME (PRINT)	
CAPACITY	

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