

# REQUEST FOR BID PROFESSIONAL SERVICES



## BID DETAILS

<b>BID NUMBER:</b>		<b>NERSA/2425/SCM/IFMS/BID011</b>			
<b>CLOSING</b>	<b>Date:</b>	<b>01 NOVEMBER 2024</b>			
	<b>Time:</b>	<b>11:00</b>			
<b>DESCRIPTION:</b>		<b>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.</b>			
<b>NON-COMPULSORY VIRTUAL BRIEFING SESSION:</b>		Yes	<b>X</b>	No	
Bidders who would like to participate in the non-compulsory virtual briefing session, must send their request / confirmation to: <a href="mailto:briefingsessions@nersa.org.za">briefingsessions@nersa.org.za</a> by 21 October 2024 at 09:00.		See Section A Part 1: Bid Submission Conditions and Instructions.			

## DETAILS OF BIDDER

<b>Organisation/individual:</b>	
<b>Contact person:</b>	
<b>Date:</b>	
<b>Email address:</b>	
<b>Telephone Number:</b>	
<b>Cellular Number:</b>	
<b>Fax Number:</b>	

*Please indicate whether it is the original or copy, tick the applicable block.*

**ORIGINAL**

☐

**COPY**

☐

*Please do not retype the bid document.*

SECTION A

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**GLOSSARY**

AWARD	Conclusion of the procurement process and final notification to the effect to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued there under by the Department of Trade and Industry
BID	Written offer in a prescribed or stipulated form in response to an invitation by NERSA for the provision of services, works or goods
CONTRACTOR	Contracting entity with whom NERSA will conclude a formal contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
DTI	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
ORIGINAL BID	Original document signed in ink Copies of original document signed in ink Facsimile of original document signed in ink
SCM	Supply Chain Management
SLA	Service Level Agreement

SECTION A

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**DOCUMENTS IN THIS BID DOCUMENT PACK**

Bidders are to ensure that they have received all pages (pp. **81**) of this document, which consist of the following sections:

**SECTION A**

**Note: Documents in this section must be returned with bids.**

- ☐ Bid Submission Conditions and Instructions
- ☐ Evaluation Process / Selection Criteria
- ☐ Terms of Reference
- ☐ Contract Form (Rendering of Services Parts 1 & 2) - The pro forma contract is only included for bidders to take note of the contents of the contract that will be entered into with the successful contractor)

**SECTION B**

**Note: Documents in this section must be fully completed, signed and returned or supplied with bids.**

- ☐ Special Conditions of Bid and Contract – Special conditions that the bidder needs to accept
- ☐ SARS Tax Compliance Status Pin Letter or Printed Tax Clearance Certificate
- ☐ Bidder's Disclosure
- ☐ Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (Purchases)
- ☐ B-BBEE Certificate, Sworn Affidavit for Exempted Micro Enterprises (EME)
- ☐ Invitation to Bid
- ☐ Technical Proposal
- ☐ Experience in this field
- ☐ Account Manager (CV)
- ☐ Pricing Schedule/Financial Proposal (Services: Building Maintenance)
- ☐ Labour Legislative Requirements (CIPC)
- ☐ Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)
- ☐ National Treasury CSD registration summary report
- ☐ Reference letters

SECTION A

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# SECTION A

## **BID SUBMISSION CONDITIONS AND INSTRUCTIONS**

### **CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF**

#### **1 FRAUD AND CORRUPTION**

All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### **2 NON-COMPULSORY VIRTUAL BRIEFING SESSION**

2.1.1 The non-compulsory virtual briefing session will be held on **21 October 2024** at **10:00**, MS TEAMS.

2.1.2 Bidders who are interested in attending the session are required to send an email request to be registered at [briefingsessions@nersa.org.za](mailto:briefingsessions@nersa.org.za) by 09:00 on **21 October 2024**.

2.1.3 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested prior to the meeting by email to [briefingsessions@nersa.org.za](mailto:briefingsessions@nersa.org.za). Bidders are advised to study this document before attending the meeting.

2.1.4 It is the responsibility of bidders to take their own notes during the virtual briefing session. However, all those attending will be issued with summarised minutes of the session before the closing date of bid, forwarded electronically upon request.

2.1.5 Bidders who arrive after the compulsory briefing session has ended will not be allowed to submit their bids.

#### **3 CLARIFICATIONS/ QUERIES**

3.1.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested **from the date of publication** in writing by e-mail from [briefingsessions@nersa.org.za](mailto:briefingsessions@nersa.org.za) not later than 12:00 on the **22 October 2024**. No clarification will be attended to after this closing time. Therefore, bidders are encouraged to send questions before the briefing session date to be attended prior to the meeting.

3.1.2 A reply will be forwarded on **23 October 2024**. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

#### **4 SUBMITTING BIDS**

4.1.1 One (1) original of the bid document plus one (1) **memory stick (USB)** that contains the duplicate of the original submission to be handed in / delivered to: The Procurement Manager, NERSA, Kulawula House, 526 Madiba Street, Arcadia, Pretoria.

SECTION A Part 1: Bid Submission Conditions and Instructions

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- 4.1.2 The original version of the bid must be submitted with one (1) memory stick. The original bid document must be fully completed and/or signed in ink and thereafter duplicate the original in the memory stick with all its attachments. In addition, Bidders must submit a memory stick sealed in a closed envelope for submission.
- 4.1.3 An original bid document may not be converted into word format or retyped, however, may be completed/filled in ink.
- 4.1.4 **Bidders will be required to sign a tender register at the reception when dropping of the bids, therefore bidders are advised to arrive timeously.**
- 4.1.5 Bids should be submitted in a sealed envelope, marked with:
- Bid number **NERSA/2425/SCM/IFMS/BID011**
  - Closing date and time **(01 NOVEMBER 2024 at 11:00)**
  - The name and address of the bidder.
  - Bids received in an envelope that is not sealed may be disqualified.

**Documents submitted on time by bidders shall not be returned.**

## **5 LATE BIDS**

- 5.1.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be locked at exactly 11:00 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

The official Telkom time (Dial 1026) will be used to verify the exact closing time.

- 5.1.2 Bids sent to NERSA via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the NERSA premises (in tender box in reception area or if too big for the tender box, over the counter in the reception area). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

## **6 DIRECTIONS TO NERSA OFFICES FOR DELIVERY OF BIDS**

- 6.1.1 Physical Address is as follows:

NERSA, Kulawula House  
526 Madiba Street  
Arcadia  
Pretoria.

**Bidders should allow time to access the premises due to security arrangements that need to be observed. In addition, bidders will be required to sign a tender register at the reception when dropping of the bids.**

## DIRECTIONS TO NERSA

### From OR Tambo International Airport

Take the R21 (North) to Pretoria  
Continue on the R21 for approximately 45 kilometers  
At the roundabout (Fountains Circle) follow the Sunnyside signs (M5)  
Continue driving on Mears Street (becomes Steve Biko Street)  
Turn right onto Madiba St  
Kulawula House (NERSA) will be on your left  
**NB: Parking available opposite NERSA at Sancardia Centre**

### From Johannesburg

Follow N1/M1 north  
Continue on the N1/M1 north  
This road then becomes M1  
Continue on the M1 and take the Eeufees off ramp  
At the bottom of the Eeufees T-junction turn right  
Turn left under the bridge  
Follow the Sunnyside signs (M5)  
Continue driving on Mears Street (becomes Steve Biko Street)  
Turn right onto Madiba St  
Kulawula House (NERSA) will be on your left  
**NB: Parking available opposite NERSA at Sancardia Centre**

### GPS coordinates

Dec:	Latitude -25.743579	DMS: Lat 25°44'37.6"S
	Longitude 28.204839	Long 28°12'17.3"E

## 7 NEGOTIATION AND CONTRACTING

- 7.2 NERSA has the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 7.3 NERSA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 7.4 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of NERSA is the Chief Executive Officer (CEO) or his/her written authorised delegate.
- 7.5 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

## 8 ACCESS TO INFORMATION

All bidders will be informed of the status of their bid once the procurement process has been completed. Requests for information regarding the bid process will be dealt with in line with the NERSA procurement policy and relevant legislation.

**9 REASONS FOR REJECTION**

- 9.1 NERSA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NERSA may disregard the bid of any bidder if that bidder, or any of its directors:
- 9.3 Have abused the SCM system of NERSA.
- 9.4 Have committed proven fraud or any other improper conduct in relation to such system.
- 9.5 Have failed to perform on any previous contract and the proof exists.
- 9.6 Such actions shall be communicated to the National Treasury.

**10 PAYMENTS**

- 10.1 NERSA will pay the contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by NERSA to the contractor.
- 10.2 The contractor shall from time to time during the currency of the contract, invoice NERSA for the services rendered.
- 10.3 The invoice must be accompanied by supporting source document(s) containing detailed information, as NERSA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the contractor.
- 10.4 No payment will be made to the contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NERSA.
- 10.5 Payment shall be made by bank transfer into the Contractor's bank account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 10.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.
- 10.7 Method of Payment in respect of services delivered by the Contractor will be made monthly, subject to the submission of detailed invoices, and verification by NERSA staff or person designated. Invoices must be forwarded to [invoice@nersa.org.za](mailto:invoice@nersa.org.za).

**11 CANCELLATION OF PROCUREMENT PROCESS**

This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.



**BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED****1 EVALUATION PROCESS****1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA**

All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

**1.2 SELECTION CRITERIA, PRICE AND PREFERENCE POINTS**

- 1.2.1 All remaining bids as per paragraph 1.1 will be evaluated as follows:
- 1.2.2 Bids will be evaluated first on selection criteria and then in accordance with the 80/20 reference points system prescribed in Preferential Procurement Regulations.
- 1.2.3 The First stage, bids will be evaluated on selection criteria, of which (100 points) shall be awarded on selection criteria evaluation.
- 1.2.4 Bids will be considered further if it achieves the minimum prescribed qualifying score for selection criteria (60.00 points out of 100). Bids that failed to achieve the minimum qualifying score on selection criteria will be disqualified for further evaluation.
- 1.2.5 The Second stage, bids will be evaluated in terms of the 80/20 preference point systems. Only bids that achieve the minimum qualifying score/percentage on selection criteria will be evaluated in accordance with the 80/20 preference point system.

**1.3 DETERMINATION OF PERCENTAGE FOR SELECTION CRITERIA**

- 1.3.1 The evaluation criteria and weights on selection criteria as indicated in the table in paragraph 2, will apply.
- 1.3.2 The percentage scored on selection criteria should be calculated as follows:
- 1.3.3 Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage on selection criteria:

$$Ps = \frac{So}{Ms} \times Ap$$

Where

Ps = percentage scored on selection criteria /proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

Ap = percentage allocated on selection criteria

## SECTION A Part 2: Evaluation Process/Criteria

- 1.3.4 The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder on selection criteria evaluation.

#### 1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

- 1.4.1 Bids that score less than **60%** of the marks available on selection criteria evaluation will be eliminated from further consideration.
- 1.4.2 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.
- 1.4.3 The percentage scored for price shall be calculated as follows:

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

#### 1.5 AWARDING OF POINTS FOR SPECIFIC GOALS

- 1.5.1 Points to be awarded to a bidder based on his or her specific goals see below table:

PRICE	MAXIMUM POINTS	REQUIRED EVIDENCE
<b>Price</b>	<b>80</b>	
<b>Specific Goal</b>	<b>20</b>	
▪ Black Owned	10	Valid BBB-EE certificate or sworn affidavit
▪ Woman Owned	10	Valid BBB-EE certificate or sworn affidavit
<b>Total Points</b>	<b>100</b>	

Bidders who wish to claim points for specific must ensure that documentary evidence to support the claim is attached to the bid document as specified in table above

#### 1.6 COMBINING PRICE AND SPECIFIC GOALS

- 1.6.1 The points for specific goals will now be added to the price.
- 1.6.2 Only the bid with the highest number of points scored may be selected for award.

SECTION A Part 2: Evaluation Process/Criteria

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- 1.6.3 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

**1.7 PRESENTATIONS** (optional)

- 1.7.1 NERSA reserves the right to invite bidders for presentations before the award of the bid.
- 1.7.2 NERSA may decide to have compulsory presentations made either by all bidders who have obtained at least **60%** of the marks on selection criteria evaluation, or by the bidders ranked first, to third once the selection criteria, price and preference marks have been combined.
- 1.7.3 Presentations shall only affect the marks awarded on selection criteria evaluation. If NERSA wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the mark scheme and indicated in paragraph 1.2 above.
- 1.7.4 If the date of the presentation meeting is not indicated in the bid document, at least three days' notice will be given to bidders required to attend a presentation as well as the detail of the venue for the presentation.
- 1.7.5 Presentations will be made to the full Bid Evaluation Committee.
- 1.7.6 Points determined by the presentation will be awarded to each bidder by each member of the Bid Evaluation Committee and then an average calculated.
- 1.7.7 Under no circumstances will a presentation by any bidder constitute an award or promise / undertaking to award the contract.

**1.8 ADJUDICATION OF BID**

- 1.8.1 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

## 2 EVALUATION CRITERIA

Bidders will be evaluated in terms of the 80/20 preferential point system in accordance with the Supply Chain Management Policy of NERSA as well as the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022.

**The bid evaluation process shall be carried out in four (4) stages namely:**

**Stage 1:** Mandatory Requirements

**Stage 2:** Administrative Requirements

**Stage 3:** Selection Criteria (minimum score of 65 points to proceed to stage 4);

**Stage 4:** Price and Specific Goals (Only bidders who qualify under selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted).

### 2.1 Stage 1: Mandatory Requirements

- Registration on the National Treasury **Central Supplier Database (CSD)** prior to submitting their bids. Proof of CSD registration summary report must be submitted together with the proposal or Central Supplier Database Number must be provided on the first page of the SCM forms. Failure to submit proof of CSD registration (CSD registration summary report or MA Number on the first page of the SCM forms) will invalidate the bid. Registration requirements may be found online at <https://secure.csd.gov.za>.
- **Proof of experience** in the relevant areas previously undertaken with contactable references. The track record must be supported by reference letters (**See page 23 below**) completed in the required format as prescribed in paragraph 10.2.7.2 of the terms of reference below. Alternatively, bidders may also submit existing reference letter (testimonials) for this purpose provided it contains all information required in the NERSA standard template and must not be older than one year. Testimonials older than one year will not be considered.
- Proof of **Confirmation of accreditation** with the OEMs for HVAC, Standby Generators and Lifts.

### 2.2 Stage 2: Compliance with minimum requirements (Administrative Requirements)

All bids will be examined to determine compliance with the bid requirements and conditions. Non-compliant bidders will be eliminated from further evaluation:

Bidders must furnish the following information as part of the proposal:

- Proof of registration with South African Facilities Management Association (**SAFMA**).
- **SARS pin letter** with unique personal identification number to enable NERSA to view the taxpayer's profile and tax status.
- **A valid B-BBEE sworn affidavit or certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS). In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted for unincorporated entities. The Organisation wishing to claim points should complete the Preference Points Claim Form (Purchases).

## SECTION A Part 2: Evaluation Process/Criteria

- **An organogram with summarised CVs** of the proposed team member(s) for this project.
- All standard bidding forms must be fully completed and signed in ink, namely Bidder's Disclosure and Preference Points Claim.

### 2.3 Stage 3: Selection Criteria

All bids will be evaluated by the evaluation panel independently in terms of the selection criteria which will be made up of 100 points as follows:

<b>SELECTION CRITERIA</b>	<b>POINTS</b>
<b>A Track Record of the Bidder</b>	<b>40</b>
Less than 3 similar projects > R5 million OR no references provided	0
3 – 6 similar projects not older than 10 years and a value of R5 Million or more , supported by reference letters in the prescribed format	15
7 – 12 similar projects not older than 10 years and a value of R5 Million or more, supported by reference letters in the prescribed format	25
13 or more similar projects not older than 10 years and a value of R5 Million or more, supported by reference letters in the prescribed format	40
<b>B Capability of staff to be used</b>	<b>30</b>
No Facilities Manager/CV provided	0
The Facilities manager has 3 years' or less experience in integrated facilities management for comparable sites	10
The Facilities manager has between 4 - 6 years' experience in integrated facilities management for comparable sites	20
The Facilities manager has 7 or more years' experience in integrated facilities management for comparable sites.	30
<b>C Financial Position of the bidder</b>	<b>30</b>
No Financial Statements are submitted	0
Most recent Financial Statements not older than 2019/20 submitted. Current Assets to Current Liabilities ratio of less than 1	5
Most recent Financial Statements not older than 2019/20 submitted. Current Assets to Current Liabilities ratio greater than 1 and up to 1.1	10
Most recent Financial Statements not older than 2019/20 submitted. Current Assets to Current Liabilities ratio greater than 1.1 and up to 1.25	20
Most recent Financial Statements not older than 2019/20 submitted. Current Assets to Current Liabilities ratio greater than 1.25	30
<b>(TOTAL POINTS )</b>	<b>100</b>

All bidders who score less than the minimum qualifying percentage for functionality 65% (which is 65 points out of 100 points) will be regarded as having submitted a non-responsive bid and will be disqualified from further evaluation on the preference point system.

**Only bidders who qualify under selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted for evaluation on stage 4.**

**2.4 Stage 4: Evaluation in terms of 80/20 preference point system:**

Only those bids that achieved the minimum qualifying percentage on selection criteria will be evaluated further in accordance with the 80/20 preference point system as follows:

<b>80/20 Preference Point System</b>		
<b>PRICE</b>	<b>POINTS</b>	<b>REQUIRED EVIDENCE</b>
Relative competitiveness of proposed price. The lowest acceptable bid will score 80 points for price.	<b>80</b>	Price Proposal
<b>SPECIFIC GOAL</b>	<b>20</b>	
Black Owned	10	A valid B-BBEE sworn affidavit or certificate
Black Woman Owned	10	A valid B-BBEE sworn affidavit or certificate
<b>TOTAL POINTS</b>	<b>100</b>	

***Bidders who wish to claim points for specific goals must ensure that documentary evidence to support the claim is attached to the bid document.***

The bid will be awarded to the bidder who scores the highest total number of points in terms of the 80/20 preference point system.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AND INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.****1. ABOUT NERSA**

The National Energy Regulator of South Africa (NERSA) is a regulatory authority established in terms of the National Energy Regulator Act, 2004 (Act No. 40 of 2004), with a mandate to regulate the electricity industry in terms of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), piped-gas industry in terms of the Gas Act, 2001 (Act No. 48 of 2001) and petroleum pipelines industry in terms of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003).

***NERSA's Vision is:***

**To be a recognized world-class leader in energy regulation**

***NERSA's Mission is:***

***To regulate the energy industry in accordance with government laws and policies, standards and international best practices in support of sustainable and orderly development.***

**2. BACKGROUND AND CONTEXT**

NERSA is a Schedule 3A Public Entity as defined in the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA) and as such is required to comply with all legislative frameworks as specified in this Act. In accordance with section 51(1)(c) of the PFMA, the accounting authority for a public entity is responsible for the management, including the safe-guarding, of the assets and for the management of the revenue, expenditure and liabilities of the public entity.

NERSA owns a property and services are required at the following location: Kulawula House, 526 Madiba Street, Arcadia, Pretoria. The property consists of a single multi-story U-shaped office building that was erected in 1983. The basic structure of the building is reinforced concrete with brick and mortar walling, concrete roof and aluminium doors and window frames.

**2.1 The building consists of the following:**

- 2.1.1 Floors 8<sup>th</sup>, 7<sup>th</sup>, 6<sup>th</sup>, 5<sup>th</sup>, 4<sup>th</sup>, 3<sup>rd</sup>, 2<sup>nd</sup>, Ground floor, Basement
- 2.1.2 Five (5) levels of basement parking
- 2.1.3 Various basement store rooms
- 2.1.4 Ground floor accommodates the reception, canteen and a Boardroom
- 2.1.5 The Basement Floor accommodates the Facilities Management and Records Management functions.
- 2.1.6 The Second Floor accommodates an auditorium, training room, first aid room, contact centre and seven meeting rooms.
- 2.1.7 The remaining six floors provide open-plan and closed office areas, pause areas and nine (9) meeting rooms.
- 2.1.8 Central Court yard.

2.2 The office space is currently a grade B accommodation. There is a central court yard in the building that has a tiled surface. The court yard is furnished with tables and chairs, and is used for catering purposes by the Canteen as well as hosting other formal events.

## SECTION A Part 4: Terms of Reference

The entrance to the reception area is on the first floor level and is accessed through a tiled ramp with stainless steel balustrades. The entrance to the reception area and basement parking is from Madiba Street while the exit from the basement parking is on Johannes Ramokhoase Street.

2.3 Construction of the building is by way of concrete supports with brick infill that is plastered while internally the walls are plastered and painted, offices partitioned with dry wall and incorporate aluminium framed windows. The roof is a flat concrete slab structure that is lined with a waterproof membrane. The ceilings comprise suspended ceiling panels having recessed fluorescent lights, a sprinkler system, smoke detectors and semi-decentralised air conditioning vents. The floors are concrete covered with a combination of carpet tiles, carpets, ceramic floor tiles and vinyl tiles and vinyl flooring. All the utilities and finishes in the building have undergone refurbishment in 2019.

2.4 There are three installed lifts of which one is a goods lift. All lifts run to all floors. The second floor has a linking bridge joining the north and south wings. The common areas comprise a fire escape and pedestrian stairwells, lift lobby, ladies and gent's ablution facilities on split levels and kitchenettes. There are open balconies on certain floors, and the lift control room and cooling towers are located on the roof level. The basement includes an electrical plant and two generator rooms.

### 3. PURPOSE

NERSA seeks to appoint a suitable service provider for the provision of Integrated Facilities Management, hereinafter referred to as IFMS services for a period three (3) years.

### 4. SCOPE OF WORK

#### 4.1 Services

Bidders are expected to submit proposals for the provision of IFMS that include, but is not limited to, the following:

Technical Services	
1.	Air-conditioning systems (Samsung variable refrigerant flow (VRF) system)
2.	Lifts maintenance (Vision Elevators)
3.	Maintenance of Electrical (MV, LV) and lighting
4.	Maintenance of Fire detection and prevention
5.	Maintenance of the Wet services (Plumbing and drainage including grey/storm water management) – including testing and treatment of water in the storage tanks
6.	Maintenance of the Standby Generator
7.	Maintenance of Energy Management System
Non-technical services	
1.	Interior and Exterior Plants
2.	Cleaning services and Pest Control
3.	Water Coolers
Business Support Services	
1.	Management of sub-contractors
2.	Help desk & Monthly Reporting
3.	Management of utility account (water and electricity)

The details of the task under each service are listed in **Annexure A**.



## **4.2 General responsibilities of the Facilities Management Services Company**

In addition to the services and tasks listed above, the successful service provider shall be required to perform the following functions:

### **4.2.1 Performance monitoring and reporting**

- a) Manage, monitor and report on the performance of FM service delivery
- b) Measure performance using agreed Key Performance Indicators (KPIs)
- c) Apply industry best practice in the management of the portfolio
- d) Ensure consistency of service delivery
- e) Embrace a culture of continuous improvement within the facilities service function

### **4.2.2 Financial Responsibilities**

- a) Prepare monthly, quarterly, mid-year and annual budgets in accordance with NERSA's requirements
- b) Monitor expenditure against budgets allocated by NERSA and report on variance
- c) Produce financial reconciliation reports periodically
- d) Manage and minimise costs where possible
- e) Manage all contracts as may be necessary in the operation of the portfolio alongside NERSA's procurement team
- f) Present cost saving proposals to NERSA and implement approved proposals
- g) Carry out benchmarking exercises to determine best market rates on ad-hoc projects.

### **4.2.3 Advisory services (As and When requested)**

- a) Continually evaluate service delivery programmes, processes and methods and recommend alternative means to deliver the services to realise higher quality standards, customer satisfaction levels and/or operational cost savings.
- b) Provide NERSA with a comprehensive and rigorous business case analysis for proposed changes which outlines the proposed process/policy/strategy changes, cost/benefit, implementation plan, risks/mitigations, and actions required of NERSA.
- c) Provide a strategic analysis of the portfolio's strengths and weaknesses and recommend viable improvement opportunities. Analysis to include issues such as asset conditions, fiscal constraints, industry trends, new business requirements and anticipated changes within the business use mix.

## **4.3 Compliance with Laws and Regulations.**

- a) Ensure compliance with legal requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) ("the OHS Act") and Environmental Regulations for Workplaces, General Safety Regulations, procedures and requirements including but not limited to the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 1993); Facilities Regulations in terms of the OHS Act, Contractor Registration and Induction procedures;

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- b) Ensure that all personnel rendering services in the building are familiar and comply with NERSA's security and emergency procedures and regulations;
- c) Log all safety related issues with the Help Desk;
- d) Ensure that the contractors provide personnel with Personnel Protection Equipment (PPE), raw materials, tools, and appropriate equipment for maintenance work to be conducted;
- e) Ensure that all contractor personnel are wearing appropriate uniform a clearly displays the company name and the branding;
- f) Ensure that all Health and Safety and other statutory registers in relation to their services are kept at all material times. Ensure that the Kulawula House building adheres to and complies with all Building Regulations and statutory requirements. Apart from this, to ensure that the office workplace and support services areas provide a safe, productive and cost effective office environment.

## 5. CONTRACT PERIOD

**5.1.** The commitment period will be for a maximum period of three (3) years from the date of signing of a Memorandum of Agreement upon successful negotiation of a contract. The contract will be for a period of three years however NERSA reserves the right to terminate/ scaling down on the scope of services in the contract depending on the need for the service and/ or performance of the service provider. NERSA shall draft the contract to initiate negotiations with the successful bidder. The successful bidder, shall not commence with any work prior to the conclusion of written agreement. The current contract expires on 02 March 2025.

**5.2.** This bid is subjected to the General Conditions of Contract (GCC). The GCC can be downloaded from the NERSA website at [www.nersa.org.za](http://www.nersa.org.za) or from the National Treasury website at <http://www.treasury.gov.za>. Bids should not be qualified by own terms and conditions. Failure to withdraw/waive or to renounce the bidder's own terms and conditions of the bid, when called upon to do so, may invalidate the bid.

## 6. BID REQUIREMENTS

Bidders are requested to submit proposals containing the following information:

### 6.1. Track record

- 6.1.1. Bidders should attach a list of all similar projects conducted in excess of R5 million in the last ten (10) years with contactable references. Each project listed must be supported by a reference letter completed in the prescribed format.

### 6.2. Capability of staff to be used

- 6.2.1. Provide an organogram with summarised CVs of the proposed team member(s) for this project. At a minimum the staff on site should comprise the following:
  - **Facilities Manager** with a relevant qualification and a minimum of three (03) years' experience in comparable sites.
  - **Handyman** skilled and experienced in performing minor maintenance and DIY tasks in line with paragraph **6. of Annexure A**

### **6.3. Financial Position of the Bidder**

- 6.3.1. Provide the most recent Financial Statements not older than 2023/24. NERSA reserves the right to determine the risk of doing business with a bidder who may pose financial risks in the execution of the contract. During evaluation of the financial statements, NERSA will identify mitigating factors / requirements for the bidder to meet, if applicable. Should it be found that the risk is too high, NERSA may disqualify the bidder.

### **6.4. Pricing**

- 6.4.1. Pricing for each service on the letterhead of your business using **Annexure C** as template as well as in electronic format on Microsoft Excel. The price indicated on the letterhead will be the dominant price if there appear to be a difference in the prices submitted. Bidders must quote on all services in order for NERSA to evaluate fairly. Bidders are required to indicate a total ceiling management fee for **36** months that includes all the activities associated with resources to render services as per the pricing schedule.
- 6.4.2. Only bidders who qualify under the selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted.

**Should a bidder not quote on one or more services, the bidder will be automatically disqualified. Only the Bidders that qualify on the selection criteria will be evaluated on price.**

## **7. METHOD OF PAYMENT**

Payment in respect of services rendered by the bidder will be made monthly, subject to the submission of detailed invoices, and verification by NERSA staff or person designated. Invoices must be forwarded to:

**Finance and Administration – NERSA**

**Postal Address:**

PO Box 40343  
Pretoria, South Africa  
0007

**Physical Address:**

Kulawula House  
526 Madiba Street  
Arcadia, Pretoria, 0083

## **8. RIGHT NOT TO APPOINT**

- 8.1. NERSA reserves the right, not to appoint a bidder and/or to cancel this bid, at its sole discretion, if it is of the opinion that the bids submitted do not meet the requirements of the bid document, the service is no longer required or for any other reason NERSA may deem fit.
- 8.2. NERSA reserves a right to contact references mentioned in the project completion letter. In order to comply with the Protection of Personal Information Act, bidders have a responsibility to obtain the consent of the current or previous clients prior to sharing their personal information with NERSA.

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- 8.3.** In the event that the majority of references contacted provide negative feedback on the bidder, NERSA reserves the right not to appoint that specific bidder.
- 8.4.** Although NERSA wishes to enter into a contract with the appointed bidder, NERSA reserves the right to procure the building maintenance services outside the contract where it is deemed necessary.
- 8.5.** Bidders must provide the most recent Financial Statements of the company not older than three (3) years. NERSA may, at its sole discretion, determine the risk of doing business with a bidder who, after consideration of the bidder's financial statements, may pose financial risks to NERSA in the execution of the contract. During evaluation of the financial statements, NERSA will identify mitigating factors/ requirements for the bidder to meet, if applicable.

## **9. INFORMATION REQUIRED IN THE PROPOSAL**

Bidders are requested to provide their proposals in two parts, namely technical and financial. NERSA reserves the right not to consider any proposal that does not include at least the following information:

- a) Company Profile demonstrating experience in the relevant areas of similar projects undertaken with contactable references.
- b) Summarised curriculum vitae (CVs) of **Account manager** and **Handyman** experience.
- c) A detailed methodology to address the terms of reference, Work plan, showing Tasks, timelines and other relevant factors pertaining to the provision of the services.

## **10. SUBMISSION OF PROPOSALS**

- 10.1. One original plus one Memory stick (USB) submission of the bid must be submitted/handed in or delivered to: The Procurement Manager, NERSA, Kulawula House, 526 Madiba Street, Arcadia, Pretoria.

### **10.2. Minimum Requirements**

**Bidders must furnish the following information as part of the response:**

- 10.2.1 One (1) original plus one (1) Memory stick (USB) submission of the bid must be submitted together.
- 10.2.2 SARS Pin letter issued by the South African Revenue Services to enable NERSA to view the taxpayer's profile and tax status. It is the responsibility of bidders to ensure that the tax matters are in order.
- 10.2.3 B-BBEE certificate or sworn affidavit for statistical and B-BBEE accreditation purposes. In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted for unincorporated entities.
- 10.2.4 A copy of the company registration certificate as issued by CIPC, as well as share certificate(s) for (Pty) limited companies must also be submitted as part of the bid.
- 10.2.5 Registration on the National Treasury Central Supplier Database (CSD) prior to submitting their bids. Proof of CSD registration summary report must be submitted together with the proposal document or Central Supplier Database Number must be provided on the bid. Failure to submit proof of CSD registration (CSD registration summary report or CSD Registration Supplier Number) will invalidate the bid. Registration requirements may be found online at <https://secure.csd.gov.za>.

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10.2.6 A detailed work plan to render this services as well as a health and safety plan under the OHS Act.

10.2.7 **Company profile that includes the following must be submitted:**

10.2.7.1 Experience and expertise in the relevant areas previously undertaken with contactable references,

10.2.7.2 A list of current and completed contracts/projects with contactable references, name of institution, description of contract, value of contract, date of contract, contract persons and contact details for each project as per the table below:

Name of Institution	Description of Service	Value of Contract	Date of Contract	Contact Persons	Contact Details
					Tel: Email:

*Please include a separate annexure to provide full details of all similar projects conducted in excess of R5 million in the last ten (10) years.*

10.2.7.3 Bidders are required to submit reference letters as part of the proposal on the closing date of bid **or alternatively by Friday 08 November 2024 at 16:00**. The format to be used is reflected on page 23 below. This document must be completed by the referee and included in the bid submission. Alternatively, an existing reference letter may be used for this purpose provided it contains all information required in the NERSA standard template and must not be older than one year.

10.2.7.4 NERSA reserves the right not to allocate points for track record should a bidder fails to provide a reference letter for each project listed in the track record.

10.2.7.5 NERSA reserves the right to verify the information provided and if found to be false or misrepresented, punitive measures may be instituted against the respective party including but not limited to blacklisting and restriction from participating in any future government bid.

10.2.7.6 Bidders must comply with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2014).

10.3 Summarised CVs of the proposed CV of Account manager and Handyman must be included. The CVs should highlight the minimum roles, experience of resources and description of similar projects with references as per the table below:

1. Account Manager	Minimum roles	Qualifications	Experience in building maintenance services
2. Handyman	Minimum roles	Qualifications	Experience in building maintenance services

*Please include a separate annexure to provide full details.*

- **Facilities Manager** with a relevant qualification and a minimum of three (03) years' experience in comparable sites.
- **Handyman** skilled and experienced in performing minor maintenance and DIY tasks.

**Please note that failure to comply with these conditions may invalidate your bid (i.e. if all documents are not submitted, then consider your proposal not accepted).**

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**11. RIGHTS OF NERSA NOT TO APPOINT**

- 11.1 NERSA reserves the right, not to appoint a bidder and/or to cancel this bid, at its sole discretion, if it is of the opinion that the bids submitted do not meet the requirements of the bid document, the service is no longer required or for any other reason NERSA may deem fit.
- 11.2 NERSA reserves the right to contact the references provided. In the event that the majority of references contacted provide negative feedback on the bidder, NERSA reserves the right not to appoint that specific bidder.
- 11.3 Although NERSA wishes to enter into a contract with the appointed bidder/s, NERSA reserves the right to procure the services outside the contract where it is deemed necessary.
- 11.4 NERSA reserves the right to award the bid in full or in parts.
- 11.5 Bidders who qualified under selection criteria may be subject to security screening by State Security Agency (SSA).

**12. REFERENCE LETTER**

- 12.1 NERSA reserves a right to contact references mentioned in the track record list. In order to comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) bidders have a responsibility to obtain the consent of the submitted references prior to sharing their personal information with NERSA e.g. testimonials letters.
- 12.2 The template below must therefore be completed by the referees in the prescribed format only on page 23 below and be submitted together with the bid or alternatively references may be submitted by **Friday, 08 November 2024 at 16:00** by email to [SCM@nersa.org.za](mailto:SCM@nersa.org.za) / [Stanley.Radebe@nersa.org.za](mailto:Stanley.Radebe@nersa.org.za).

## CONTACTABLE REFERENCE TEMPLATE

**To: National Energy Regulator of South Africa (NERSA)**

**I, the undersigned being duly authorized to do so, hereby furnish a reference to NERSA relative to Bid No. NERSA/2425/SCM/IFMS/BID011 THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.**

**Name of Bidder:** .....

**Description of Goods / Services provided:**

.....  
 .....

**Duration:    Year-Month-Day    when    the    Goods    /    Services    were    provided:**

.....

**Start date (Year- Month -Day) when the above was provided:** .....

**End date (Year- Month -Day) when the above was provided:** .....

**Rate the overall level of satisfaction with the services conducted as per the following ratings: 1-5            (1-Poor,            2-Fair,            3-Good,            4-Very            Good; 5-Excellent):**

.....

**Provide further comments in support of the level of satisfaction indicated in line with the rating provided in respect to did they meet or comply with all your requirements as specified in the contract:**

.....  
 .....

**Adherence to turnaround times:** .....

**Indicate whether there were any disputes for poor performance which resulted in mediation, arbitration or litigation** .....

**Name of authorised person:** .....

**Signature:** ..... **Date** .....

**Telephone/Mobile:** .....

**Email:** .....

**Completed on behalf (Name of Client):** .....

***NB: This document must be completed by the referee and included in the bid submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the selection criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria.***

***Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government bid.***

**ANNEXURE A****BUILDING MAINTENANCE SERVICES****TECHNICAL SERVICES**

It is important that the bidder operates at all levels within the FM industry, from strategy through management to the operational processes.

The bidder must be able to respond to NERSA's strategic needs whilst understanding the entire value chain that is required to deliver services that align with those needs. All too often service delivery fails to meet strategic need with the resultant waste in terms of cost and quality.

The bidder must have all the required skills to perform most of the specialised work.

Due to the recent Refurbishment Project, NERSA will insist that subcontractors for the following services are accredited by the Original Equipment Manufacturers (OEMs):

- I. Air-conditioning system(Samsung)
- II. Stand-by generator(Volvo/ Marelli)
- III. Lifts(Vision Elevators)

Bidders are therefore required to submit proof of accreditation/authorisation to service the above equipment in order to qualify for the bid.

**1. Air-conditioning systems**

NERSA installed a new state of the art HVAC system during the Refurbishment Project that ended in July 2019. The Air Conditioning systems should be maintained as per the specifications in Annexure D.

**The HVAC system must be serviced by a Samsung accredited service provider as per the schedule in below: Annexure D.**

**2. Telephone Infrastructure Management (PABX, network cabling and telephone instruments)**

The bidder will be expected to undertake the maintenance and repairs of the SAMSUNG OFFICE SERVE 7400 PABX System on an ad hoc basis within a reasonable time at NERSA Kulawula House, 526 Madiba (Vermeulen) Street Arcadia Pretoria for the following activities:



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- a) Repair/Replace of telephones
- b) Repair/Replace any data/phone lines that are damaged
- c) Provide new telephone/data lines
- d) Back up off system
- e) Repair/Replace voice mail system (Box System)
- f) Repair/Replace management system (Hard & Soft)
- g) Advice on the latest technology available
- h) Support and maintenance of fibre.

Please note NERSA is currently using the 7400 PABX System and will be migrating to VOIP technology during the contract period.

**3. General repairs and maintenance - services under this category will be performed by Handyman and therefore should not be costed separately.**

General repairs and maintenance to internal office areas inclusive but not limited to the following;

Internal subdividing walls and doors ,internal wall finishes and fixtures, floor finishes, ceiling finishes, internal kitchen and fixtures, maintenance and servicing of all doors, door closures, furniture, lock repairs and attending day to day miscellaneous carpentry repairs. (Painting, filling of cracks, minor installations such as installing a notice board).

Furniture mainly consists of tables, chairs, credenza's and cupboards totalling 3330 assets. The maintenance staff will usually work during office hours and may be required to work on weekends when a need arise.

**4. Reactive Day-to-Day Maintenance**

The bidder must have a Facilities Manager's on-site to manage all day to day maintenance, inspection and audits, which must include one administrator and handyman. Technicians/electricians are not required on site.

The bidder must provide all relevant technicians/electrician and or handyman who will attend to reactive maintenance, who must be able determine the cause of failure's and where practicable, make an immediate repair. In circumstances where a repair is not practicable the technician must make alternative arrangements until such time as a replacement repair can be programmed. In the event that a repair cannot be immediately effected and the item under consideration is withdrawn from service, the bidder must inform the relevant NERSA representative and where appropriate display a prominent "Danger Do Not Use" notice on the item.

**5. Responsive Maintenance (Emergencies)**

The bidder must be able to attend to all Emergency Call-Out Service for Emergency Works and must be provided through the Facilities Manager. Following call receipt by the Facilities Manager, a Priority level must be assessed in consultation with the service level agreement

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(SLA) applicable, the resources required and the action needed. The Facility Manager must notify NERSA and give details of the proposed action as follows:

- a) Action required to fully restore;
- b) Immediate action to be taken; and
- c) Time scale.

The intent is to agree on priority ratings which categorizes the level of response required for each emergency situation under the SLAs.

## **6. Preventative Maintenance**

The bidder's Planned Preventative Maintenance (PPM) System must be set up to program all tasks that are required where there is a pre-determined frequency, job content, standards, work instructions, irrespective of who is carrying out those tasks.

The purpose in instigating the PPM system will be to ensure that all plant, equipment and elements are routinely inspected and checked, and that critical systems are properly maintained to minimize breakdown.

The rationale in implementing this system includes set procedures for issuing Permits to Work with particular regard to be made to LV and HV equipment, industrial gases, working in confined spaces, working in areas containing explosives or dangerous gasses, welding and pressure systems.

A rigorous system of insurance and statutory inspections must form part of the overall procedure to cover pressure vessels, gas appliances, generators, UPS's and lifting equipment.

Examples of such tasks are:

- a) Mechanical PPM work to include checking of operating tolerances;
- b) Electrical PPM work parameters as relevant to these items of plant and equipment;
- c) Statutory Competent Person Inspections;
- d) Examination of building structure and fabric items;
- e) Internal Inspections of decorative finishes;
- f) Programmed cleaning of drainage systems;
- g) Examination of plant rooms/spaces;
- h) Inspection and calibration of tools and equipment;
- i) Life Cycle inspections;
- j) Health and Safety inspections; and
- k) Statutory inspections.

A Job Sheet giving relevant instructions and Occupational Health and Safety advice must support each task. A formal work authorization procedure must be introduced to ensure that maintenance activities are executed with minimal disruption of NERSA's normal operations at the facility.

## **7. Re-active Maintenance Procedures**

The appointed bidder will provide re-active maintenance procedures and works order control via the CMMS. The Bidder's responsibility in this regard will also include the following:

- a) Ensure that re-active maintenance is under full management control,
- b) Record re-active maintenance activities on the relevant FM system modules to indicate works order progress, priorities, estimated costs, actual costs (on completion) and extent of repairs/services rendered.

Our strategy is also to continually develop and update the Standard Operating Practices (SOPs) and compare these with those of NERSA. These SOPs, once approved by NERSA will be integrated into the Policies, Procedures and Practices of NERSA.

## **8. Lifts Maintenance**

The current lifts were installed and are being maintained by Vision Elevators (Pty) Ltd. There are four lifts, two passengers, one goods and one wheelchair at Canteen Area, Unit 1 - goods lift 1200kg; Unit 2 - wheelchair 340kg; Unit 3 – passengers 1000kg; and Unit 4 – Passengers – 1000kg.

Bidders are required to appoint a maintenance vendor who is accredited by Vision Elevators. Proof of accreditation must be attached on the proposal. The appointed bidder is required to introduce a planned maintenance plan for the lifts to ensure operational availability.

## **9. Electrical Reticulation and Lighting**

This service will involve the inspection and testing of Electrical reticulation, DB boards and power points and in this regard, the following services will be undertaken by the responsible contractor:

- a) Testing of Electrical reticulation, DB boards and power points in accordance with NERSA's scheduled requirements and in accordance with Computerised Maintenance Management System (CMMS). This includes low and medium voltage infrastructure up to and including infrastructure to workstations.
- b) Conduct a condition audit on all Electrical reticulation and lighting elements, prior to commissioning and handover to users, and report to NERSA.
- c) Provide the following types of Electrical maintenance as defined above:
  - o Preventative maintenance, Corrective maintenance, Breakdown maintenance and Project maintenance
- d) Repair and maintain the Electrical Supply system as per CMMS.
- e) Repair and maintain the Electrical Supply system in accordance with statutory requirements.
- f) Conduct maintenance work in accordance with SABS 0142 standards and other applicable standards.
- g) Provide proof of Electrical Contractors association and Statutory Body membership by both the Bidder and all the Sub-contractors.
- h) Obtain Certificates of Compliance (CQC's) for all work completed, where applicable, and keep on file.

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- i) Ensure that a Duty of Care philosophy is followed with regards to cable reticulation.
- j) Ensure that any ad-hoc Electrical maintenance work obtain a Work Request/Order from NERSA prior to commencing ad-hoc work.
- k) Repair or replace items as per Works Order issued by NERSA.
- l) Obtain verbal approval from NERSA prior to carrying out any emergency repair work.
- m) Log approved Emergency Work Requests within 12 hours from receipt of original request.
- n) Keep a register of all ad-hoc and Emergency work and reconcile monthly with NERSA.

In carrying out the re-lamping service, ensure that the following types of lighting system maintenance is provided:

- a) Ensure that all lighting is maintained at the original or intended specifications and that lighting levels are correct at all times.
- b) Project maintenance (modifications and upgrades);
- c) Corrective maintenance (run-to-failure);
- d) Clean, test, repair, and replace all lighting and associated equipment at the NERSA building. Propose an energy efficiency plan/process;
- e) Scrap all parts removed in accordance with SHEQ requirements, and dispose of in accordance with statutory and environmental requirements;
- f) Recommend to replacement of inefficient globes or lighting types with more efficient product types.
- g) Obtain a Works Request or Order from NERSA prior to commencing any ad-hoc work

#### **10. Fire detection and prevention**

- a) Service water sprinkler, pumps and deluge systems, on a monthly basis, strictly in accordance with the prescribed Service instructions.
- b) Servicing of fire hose reels (**25**), strictly in accordance with prescribed Service Instructions and regulatory requirements.
- c) Inspect all fire extinguishers and pressurised gas systems on a monthly basis to ensure that all extinguishers are in the required positions and have not been discharged. (**59** x 4,5Kg STP, **11** x 5,0Kg CO2, **16** x 9Kg STP)
- d) Check that the access to all firefighting equipment is unencumbered.
- e) Conduct quarterly services strictly in accordance with prescribed Service Instructions.
- f) Conduct monthly servicing of the Fire Hydrant (**23**) strictly in accordance with the prescribed Service Instructions.
- g) Conduct monthly servicing of CO2 Systems (Energen and Arganite) strictly in accordance with the prescribed Service Instructions.
- h) Ensure that fire protection and insulation infrastructure is maintained at all times. If the foam seal is breached, then it needs to be resealed.
- i) Execute ad-hoc repairs after having obtained prior approval from NERSA.

**11. Wet Services**

NERSA uses potable municipal water for all its daily needs except for the ablution system that utilises recovered grey water, the two systems run independently. This service will entail the maintenance and repair of all plumbing and domestic water systems, pumps and drains, taps, sewerage and effluent systems, toilets, hand basins, urinals, bulk domestic water supply tanks, pumps and pipe work, including valves and float switches and all related equipment, such as the Heat Pump on the Parking Basement D. The service provider will be required to maintain eight (8) hydroboilers currently in all kitchens including geyser in the 8<sup>th</sup> floor kitchenette.

**12. Standby Generator (2 x 459 KVA 2 x Marelli Altenators 700L per generator)**

Preventive maintenance shall be done on the generator. The Bidder shall ensure that the relevant approved NERSA Change Control references are in place prior to executing this inspection.

Where major Corrective Maintenance work is required on the standby generator, the Corrective Maintenance process will be followed.

The bidder shall supply diesel monthly for the generator. Should there be a Grid failure on the building and not all the components below can be checked, the Bidder shall reschedule the planned visit to a date within the prescribed period and execute the planned inspection then.

The appointed service provider for maintenance of the generator should be accredited by the OEMs which are Volvo and Marelli. Proof of the accreditation must be attached on the bid proposal.

**13. Energy Management system**

NERSA installed Energy Management System during the Refurbishment Project that ended in July 2019. This system involves monitoring and controlling energy usage, optimising energy efficiency, managing energy costs and maintaining energy-related infrastructure (e.g., HVAC, Lighting)

The appointed Service provider for maintenance of EMS will handle Energy auditing and analysis, Energy-efficient retrofitting, Energy data management and reporting.

**NON-TECHNICAL SERVICES****14. Interior and Exterior Plants**

Bidders are required to provide interior plants in offices, open plan workstations as well as in the lobby in line with the quantities stated in the pricing schedule.

**15. Provision and replenishment of water coolers**

A total of 16 Water coolers must be provided on a monthly rental basis. Bidders are required to quote for the rental cost for the 16 Coolers as well as the cost of refilling each bottle.

## 16. Cleaning Services and Pest Control

NERSA seeks to appoint an experienced bidder with suitable skills to provide cleaning services at Kuluwula House, 526 Madiba Street, Arcadia Pretoria and core office hours are from 09h00- 15h00. Noise generating cleaning equipment should be used outside of these hours.

The building comprises 9 floors:  
Total m<sup>2</sup> under carpet: 5084 m<sup>2</sup>  
Total m<sup>2</sup> under floor tiles: 708 m<sup>2</sup>  
Total m<sup>2</sup> under vinyl flooring: 338 m<sup>2</sup>  
Total m<sup>2</sup> indoors to clean: 6130 m<sup>2</sup>  
Parking Basements A to E: 5302 m<sup>2</sup>  
Outside area (Courtyard/patio + ramp to entrance): 208 m<sup>2</sup> + 113 m<sup>2</sup>  
Total gross floor area of building: 14 197 m<sup>2</sup>

The detailed cleaning schedule is attached as an annexure to the TOR

## **BUSINESS SUPPORT SERVICES**

### 17. Management of domestic sub-contractors

Where specialist services are not available within the bidding company, the bidder will subcontract these. Where these services are not available within its structure, the bidder will employ the services of independent, yet preferred contractors, who have been pre-vetted against the stringent criteria of its in-house Supply Chain function, which must be B-BBEE compliant. No client contract between NERSA and a subcontractor will be done. The bidder will be managing all contracts entered into by the provider.

NERSA must have the benefit of the bidder's Supply Chain and Supplier Base as in-house operations to negotiate best prices against economies of scale and quantities is required to minimise on cost of materials and services where and when required. Further to this all contracts must be negotiated, approved by NERSA and put in place where and when such services need to be subcontracted.

Where NERSA has current/existing contracts in place for services, these contracts will be ceded to the bidder. All such contracts must be addressed in a program and ceding of such contracts will be individually concluded in conjunction with NERSA's and the associated bidder. By leveraging on the established bidder's supply networks, the bidder must be able to apply economies of scale through the aggregation of volumes.

As with supply chain management, the bidder's logistics management process must follow a similar philosophy of economies of scale so as not to duplicate effort in delivery. Using throughput and network analysis whilst understanding the cost drivers and their dependencies, the bidder must be able to determine reliably what is required, when and where it is required, and ensure that it is available at the point of service. By optimizing these two key processes, the bidder must be able to assist NERSA in achieving sustainable efficiencies. The bidder's Supply Chain processes must be governed within the bidder's system, based on a "First Things First Principle" where a purchase requisition is required to

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be approved within a delegation of authority to initiate a purchase order. No receipt must be completed without a formal purchase order, against which receipts can only be completed if in compliance with the purchase order. A goods receipt is created against which the invoice can be matched against the order prior to payment. Payment must then be processed against such proof after reconciliation on a regular basis as agreed within the terms of condition of payment with the supplier.

The bidder's supplier base must have a national footprint with support from SMME's, as NERSA supports the local social and moral enhancement of people and communities, which will execute all required activities in support of agreed SLA's on a national basis.

Service Level Agreements (SLAs) must be managed by establishing Key Performance Indicators (KPIs), focused on output, which is quantifiable and measurable. Commercial specialists in this area must manage output-driven contracts ensuring the provision of goods and services using "just-in-time" methodology.

The bidder must have a solid library of establishing SLAs that:

- Support NERSA's business imperatives and objectives; and
- Are unambiguous, clear, and easily measurable.

Governance is of utmost importance, hence the bidder must develop policies supported by processes, procedures and values that will be standardized around NERSA's requirements. All suppliers must be adequately certified demonstrating their commitment and compliance to all relevant SLA's and legal requirements and be output-based to add value to execution.

## **18. REPORTING**

NERSA believes that proper management of an Integrated Facilities Management Solution is not possible without effective management reporting. It is for this reason that the bidder must establish and implement performance management systems using state of the art technology and techniques.

These performance management systems must be customizable to suit NERSA's requirements and features with full traceability. The frequency of reporting must be customised to NERSA's requirements. Reports must feature full drill-down capability. Operational Reports must include measurements such as MTBF (Mean Time between Failures), MTIR (Mean Time to Repair), Average Downtime and other availability measurements depending on application.

The bidder must ensure objectivity in terms of management reporting. In addition to designing, developing and maintaining reports, the bidder must also provide value-add to each report by utilizing RCA (Root Cause Analysis) and other techniques in order to arrive at recommendations for NERSA. The bidder must support NERSA's requirements for financial reporting and the required reporting structures will be negotiated between NERSA and the bidder as part of the handover negotiations. The bidder must be able to customize reports to support requirements.

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The bidder will be required to develop a platform in order for NERSA to obtain reports from a NERSA custom website which provides access to:

- General bidder information;
- A Calendar;
- Reports; and
- Document library. The library contains the controlled documents relevant to both parties (where applicable).

**a) Repair and Maintenance Reports**

The Services Providers FM Manager on site will review the maintenance reports submitted by the respective contractors on all the maintenance carried out above, and notify NERSA of any potential failures, excessive maintenance costs and maintenance trends.

It is NERSA's responsibility also to ensure that all costs incurred for any repairs to equipment under guarantee must be for the account of the Supplier, and not NERSA, unless sufficient proof exists to indicate that the cause of failure was not covered by the guarantee. NERSA will, however, be required to provide details of guarantees on all equipment.

In this respect, the bidder will ensure that:

- a) Bidders produce the required maintenance reports;
- b) Report on Landlord repairs and maintenance;
- c) Review the maintenance reports submitted by the Bidders together with NERSA.
- d) Utilise visitation registers, to be used by all Parties to this Agreement, Bidders and others visiting the premises, must be kept at the following sites:
  - i) All Air-conditioning plant rooms and lift motor rooms.
  - ii) All Emergency Generator plant rooms.
  - iii) All High Tension and Low Tension plant rooms.
  - iv) All smoke detection and other emergency service panels

**b) Benchmarking Reports**

The bidder must apply benchmarking across all its activities on a frequent basis with information received from IFMA and other Facilities Management organisations. The bidder must also be a member of SAFMA, the South African Facilities Management Association.

The benchmarking process in short must consists of:

- Step 1- Determine the study objectives and outcomes;
- Step 2 - Select the areas to benchmark;
- Step 3 - Analyse the areas;
- Step 4 - Determine partner matching criteria and identify partners;



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- Step 5 - Exchange information with the partners (visits, questionnaires, tele / video conferences);
- Step 6 - Analyse data collected and identify performance differences and drivers;
- Step 7 - Redesign areas incorporating lessons learned;
- Step 8 - Implement changes; and
- Step 9 - Monitor performance and adjust where required.

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## ANNEXURE B

		Indicate Compliance or Non-Compliance		
		Yes	No	Comments
<b>Technical Services</b>				
1.	Air-conditioning systems (Samsung variable refrigerant flow (VRF) system)			
2.	Lifts maintenance(Vision Elevators)			
3.	Maintenance of Electrical (MV, LV) and lighting			
4.	Maintenance of Fire detection and prevention			
5.	Maintenance of the Wet services (Plumbing and drainage including grey/storm water management) – including testing and treatment of water in the storage tanks			
6.	Maintenance of the Standby Generator			
7.	Maintenance of telephone infrastructure			
8.	Maintenance of Energy Management System (EMS)			
<b>Non-Technical services</b>				
9.	Interior and Exterior Plants			
10.	Cleaning services and Pest Control			
11.	Water Coolers			
<b>Business Support Services</b>				
12.	Management of sub-contractors			
13.	Help desk & Monthly Reporting			
14.	Management of utility account (water and electricity)			

**ANNEXURE C**

Only bidders who qualify under selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted in the format prescribed below.

		"Cost model"	Cost Method Fixed/ Variable	Price including VAT per year		
				Year 1	Year 2	Year 3
<b>Non-technical Infrastructure Services</b>						
1.	Interior and Exterior Plants	Full Risk	Fixed fee	R	R	R
2.	Cleaning services and Pest Control	Full Risk	Fixed fee	R	R	R
3.	Water Coolers	Combination		R	R	R
4.	Rental of Water coolers (x16)	Full risk	Fixed fee	R	R	R
5.	Replenishment of Water bottles	Price per unit	Price per water bottle	R	R	R
<b>Technical Infrastructure Services</b>						
6.	Air-conditioning systems	Full risk	Fixed Fee	R	R	R
7.	Telephone infrastructure management	Rate per hour		R	R	R
8.	Qualified Technician		Rate/hour	R	R	R
9.	Qualified Technician		Call out fee	R	R	R
10.	Lifts maintenance	Full risk	fixed fee	R	R	R
11.	Electrical (HT, LT) and lighting	Combination		R	R	R
	Re-active maintenance	Rate per hour				
12.	Qualified Technician		Rate/hour	R	R	R
13.	Qualified Technician		Call out fee	R	R	R
	Pro-active maintenance	Full risk	Fixed fee	R	R	R
14.	Fire detection and prevention	Full risk	Fixed fee	R	R	R
15.	Wet Services	Combination	Rate/hour	R	R	R
	Re-active maintenance	Rate per hour				
16.	Qualified Technician		Rate/hour	R	R	R
17.	Qualified Technician		Call out fee	R	R	R
	Pro-active maintenance	Full risk	Fixed fee			
18.	Standby Generator	Full Risk	Fixed fee	R	R	R
19.	Maintenance of Energy Management System (EMS)	Full Risk	Fixed Fee	R	R	R
<b>Business Support Services</b>						
20.	Cost of on-site staff (Facilities Manager)	Full Risk	Fixed fee	R	R	R
21.	Cost of on-site staff (Handyman)	Full Risk	Fixed fee	R	R	R
22.	Management fee	Full Risk	Fixed fee	R	R	R
<b>Sub-Total per Year VAT Exclusive #</b>				R	R	R
<b>VAT 15%</b>				R	R	R
<b>Total per Year VAT Inclusive #</b>				R	R	R
<b>Total estimated contract value for year 1, 2 and 3</b>				<b>R</b>		

# The total price should be the sum of all the fixed fees only.

## ANNEXURE D

### **EXTRACT FAN (AXIAL)**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET

ACTION THE FOLLOWING:

VISIBLY INSPECT FAN OPERATION AND CHECK FOR ANY NOISES

VISIBLY CHECK DUCT CONNECTION AND AVMS FOR ANY DAMAGES

INSPECT ISOLATOR AND POWER SUPPLY FOR ANY LOOSE CONNECTIONS

INSPECT POWER SUPPLY AND RECORD VOLTAGE

INSPECT MOTOR AND RECORD CURRENT

INSPECT WEATHER LOUVRE AND CLEAN AWAY ANY DEBRI / DIRT

### **FRESH AIR FAN (AXIAL)**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET

SERVICE

ACTION THE FOLLOWING:

REMOVE FILTER AND CLEAN

VISIBLY INSPECT FAN OPERATION AND CHECK FOR ANY NOISES

VISIBLY CHECK DUCT CONNECTION AND AVMS FOR ANY DAMAGES

INSPECT ISOLATOR AND POWER SUPPLY FOR ANY LOOSE CONNECTIONS

INSPECT POWER SUPPLY AND RECORD VOLTAGE

INSPECT MOTOR AND RECORD CURRENT

INSPECT WEATHER LOUVRE AND CLEAN AWAY ANY DEBRI / DIRT

### **FRESH AIR UNIT PRE-COOL**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET

MAJOR SERVICE

ACTION THE FOLLOWING

CHECK

WHILE UNIT IS RUNNING, VISIBLY INSPECT UNIT FOR ANY DAMAGES AND LISTEN FOR ANY NOISES

VISIBLY INSPECT DUCTING AND DAMPERS FOR ANY DAMAGES

VISIBLY INSPECT POWER SUPPLY TO THE UNIT FOR ANY DAMAGES, CHECK CONNECTION

MEASURE INCOMING POWER TO THE UNIT, MEASURE VOLTAGE

PHASE 1

Measured

Volts (V)

PHASE 2

Measured

Volts (V)

PHASE 3

Measured

Volts (V)

CLEAN FILTERS AND INSPECT FILTER GASKETS

VISIBLY INSPECT COOLING & HEATING COIL AND REPORT IF CLEANING IS REQUIRED

VISIBLY INSPECT DRAIN PAN AND CLEAN IF REQUIRED

VISIBLY CHECK AND TEST IF THE CONDENSATE WATER IS DRAINING AWAY

INSPECT V-BELTS AND TENSION V-BELTS IF REQUIRED

CHECK FAN OPERATION AND RECORD MOTOR RUNNING AMPS

PHASE 1

Measured

Amps (A)

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PHASE 2

Measured

Amps (A)

PHASE 3

Measured

Amps (A)

CHECK COMPRESSOR OPERATION AND RECORD MOTOR RUNNING AMPS

COMPRESSOR 1

Measured

Amps (A)

COMPRESSOR 2

Measured

Amps (A)

COMPRESSOR 3

Measured

Amps (A)

INSPECT SITE GLAS OF REFRIGERATION SYSTEM AND CONFIRM ALL IS IN ORDER

RECORD GAS PRESSURES, SUCTION AND DISCHARGE ON EACH COMPRESSOR

COMPRESSOR 1

SUCTION

KPA

COMPRESSOR 1

DISCHARGE

KPA

COMPRESSOR 2

SUCTION

KPA

COMPRESSOR 2

DISCHARGE

KPA

COMPRESSOR 3

SUCTION

KPA

COMPRESSOR 3

DISCHARGE

KPA

CHECK, TEST AND INSPECT THE UNIT CONTROLS

CHECK CONDENSOR FANS AND REMOVE ANY DEBRII, RUBBISH

SWITCH UNIT TO FULL COOLING AND CHECK IF UNIT SWITCHES OVER TO

COOLING

SWITCH UNIT TO FULL HEATING AND CHECK IF UNIT SWITCHES OVER TO

HEATING

COOLING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°

COOLING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°

HEATING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°

HEATING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°

CLEAN AND WASH DOWN UNIT WHEN COMPLETE

CHECK AND CONFIRM IF PLANT ROOM LIGHT IS WORKING

CHECK AND CONFIRM IF PLANTROOM DOOR IS LOCKABKLE

**FRESH AIR UNIT PRE-COOL**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET

MINOR SERVICE

ACTION THE FOLLOWING

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**CHECK**

WHILE UNIT IS RUNNING, VISIBLY INSPECT UNIT FOR ANY DAMAGES AND LISTEN FOR ANY NOISES

VISIBLY INSPECT DUCTING AND DAMPERS FOR ANY DAMAGES

VISIBLY INSPECT POWER SUPPLY TO THE UNIT FOR ANY DAMAGES, CHECK CONNECTION

CLEAN FILTERS AND INSPECT FILTER GASKETS

VISIBLY INSPECT COOLING & HEATING COIL AND REPORT IF CLEANING IS REQUIRED

VISIBLY INSPECT DRAIN PAN AND CLEAN IF REQUIRED

VISIBLY CHECK AND TEST IF THE CONDENSATE WATER IS DRAINING AWAY

INSPECT V-BELTS AND TENSION V-BELTS IF REQUIRED

CHECK FAN OPERATION AND RECORD MOTOR RUNNING AMPS

CHECK COMPRESSOR OPERATION AND RECORD MOTOR RUNNING AMPS

COMPRESSOR 1

COMPRESSOR 2

COMPRESSOR 3

CHECK, TEST AND INSPECT THE UNIT CONTROLS

SWITCH UNIT TO FULL COOLING AND CHECK IF UNIT SWITCHES OVER TO COOLING

SWITCH UNIT TO FULL HEATING AND CHECK IF UNIT SWITCHES OVER TO HEATING

COOLING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°

COOLING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°

HEATING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°

HEATING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°

CLEAN AND WASH DOWN UNIT WHEN COMPLETE

CHECK AND CONFIRM IF PLANT ROOM LIGHT IS WORKING

CHECK AND CONFIRM IF PLANTROOM DOOR IS LOCKABLE

**VRF - BC / BS CONTROLLER**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET  
SERVICE

ACTION THE FOLLOWING

VISIBLY INSPECT BC CONTROLLER UNIT FOR ANY GAS LEAKS

VISIBLY CHECK INTEGRITY OF PIPE WORK AND LAGGING

VISIBLY CHECK AND INSPECT ALL ELECTRICAL CONNECTIONS AND MAINS

ISOLATOR AND TIGHTEN

CHECK FOR AND WATER LEAKS

**VRF CONDENSOR**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET

MINOR / MAJOR SERVICE

ACTION THE FOLLOWING

CHECK

VISIBLY INSPECT OUTDOOR UNIT AND CLEAN

VISIBLY INSPECT OUTDOOR UNIT FOR GAS LEAKS

VISIBLY CHECK INTEGRITY OF PIPE WORK AND LAGGING

VISIBLY CHECK AND INSPECT ALL ELECTRICAL CONNECTIONS AND MAINS

ISOLATOR AND TIGHTEN

CHECK AND RECORD UNIT OPERATION VOLTAGE

CHECK AND RECORD UNIT OPERATION CURRENT

INSPECT CONDENSOR FAN BLADE AND MOTOR FOR TIGHTNESS

INSPECT CONDENSOR FAN BLADE AND MOTOR, REMOVE DEBRIS OR RUBBISH

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CHEMICALLY CLEAN COIL IF REQUIRED  
 CHECK COMPRESSOR RUN HOURS AND RECORD  
 CHECK DISCHARGE TEMPERATURE AND RECORD C°  
 CHECK SUCTION TEMPERATURE AND RECORD C°  
 CHECK DISCHARGE PRESSURE AND RECORD  
 CHECK SUCTION PRESSURE AND RECORD  
 CHECK OPERATION OF CRANK CASE HEATER

**VRF EVAPORATOR**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET  
 MAJOR SERVICE  
 ACTION THE FOLLOWING  
 CHECK  
 VISIBLY INSPECT INDOOR UNIT AND ELECTRICAL AND CHECK FOR ANY  
 DAMAGES  
 AUDIBLY CHECK FOR ANY NOISES OR VIBRATIONS  
 CHECK CONDENSATE PIPE FOR ANY WATER LEAKS  
 VISIBLY INSPECT DRAIN PAN AND CLEAN IF REQUIRED  
 VISIBLY CHECK IF THE CONDENSATE WATER IS DRAINING AWAY  
 CHECK FAN MOTOR AND RECORD RUNNING AMPS  
 VISIBLY CHECK COIL FOR DIRT AND CLEAN IF REQUIRED  
 CHEMICALLY CLEAN COIL IF REQUIRED  
 CLEAN FILTERS AND INSPECT FILTER GASKETS  
 CHECK, TEST AND INSPECT THE UNIT CONTROLS  
 SWITCH UNIT TO FULL COOLING AND CHECK IF UNIT SWITCHES OVER TO  
 COOLING  
 SWITCH UNIT TO FULL HEATING AND CHECK IF UNIT SWITCHES OVER TO  
 HEATING  
 COOLING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°  
 COOLING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°  
 HEATING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°  
 HEATING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°

**VRF EVAPORATOR**

PLANNED PREVENTATIVE MAINTENANCE (PPM) REPORT SHEET  
 MINOR SERVICE  
 ACTION THE FOLLOWING  
 VISIBLY INSPECT INDOOR UNIT AND ELECTRICAL SUPPLY FOR ANY DAMAGES  
 AUDIBLY CHECK FOR ANY NOISES OR VIBRATIONS  
 CHECK CONDENSATE PIPE FOR ANY WATER LEAKS  
 VISIBLY INSPECT DRAIN PAN AND CLEAN IF REQUIRED  
 VISIBLY CHECK IF THE CONDENSATE WATER IS DRAINING AWAY  
 CLEAN FILTERS AND INSPECT FILTER GASKETS  
 CHECK, TEST AND INSPECT THE UNIT CONTROLS  
 SWITCH UNIT TO FULL COOLING AND CHECK IF UNIT SWITCHES OVER TO  
 COOLING  
 SWITCH UNIT TO FULL HEATING AND CHECK IF UNIT SWITCHES OVER TO  
 HEATING  
 COOLING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°  
 COOLING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C°  
 HEATING MODE: RECORD ON COIL TEMPERATURE (RETURN AIR) C°  
 HEATING MODE: RECORD OFF COIL TEMPERATURE (SUPPLY AIR) C

**ANNEXURE E****CLEANING SERVICES SCHEDULE**

Bidders must indicate compliance or non-compliance in the table below on a paragraph-by-paragraph basis. Indicate compliance with the relevant TOR by marking the YES box and non-compliance by marking the NO box. The bidder must clearly state if a deviation from these requirements are offered and the nature thereof. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted. Should bidders fail to indicate compliance to the requirements below, the NERSA will assume that the bidder is **not** in compliance or agreement with the statement(s) as specified in this bid and the bid will be eliminated from further evaluation.

		YES	NO	IF NO, INDICATE DEVIATIONS
<b>4.</b>	<b>REQUIREMENTS</b>			
<b>4.1</b>	<b>Cleaning Standards &amp; Norms</b>			
	The successful Service Provider needs to take account of the following cleaning standards and norms which needs to be applied during the course of the services.			
4.1.1	<b>Cleaning detergents:</b> <ul style="list-style-type: none"> <li>Ammoniated liquid detergent cleaners shall comply with SABS 1225.</li> <li>Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256, and</li> <li>Liquid acidic cleaner for sanitary ware shall comply with SABS 1257</li> </ul>			
4.1.2	<b>Disinfections:</b> <ul style="list-style-type: none"> <li>Disinfectant liquids of the coal tar type shall comply with SABS 47.</li> <li>Disinfectants containing stabilised chlorine shall comply with SABS 643.</li> <li>Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032.</li> <li>Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459.</li> </ul>			
4.1.3	<b>Polish:</b> <ul style="list-style-type: none"> <li>The Service Provider will be advised by NERSA representative which furniture to be polished.</li> </ul>			



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		YES	NO	IF NO, INDICATE DEVIATIONS
4.1.4	<b>Finishers (Walls and floors)</b> <ul style="list-style-type: none"> <li>Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224.</li> <li>Floor sealer for vinyl flooring in accordance with SABS 1042 applied in accordance with the manufacturer's instructions.</li> <li>Said ceramic tile (flooring) is to be stripped and sealed initially and on request of NERSA.</li> <li>Ceramic tiles must be cleaned with Normal tile Cleaner</li> <li>Wipe and strip wooden wall finishes with approved detergent complying with SABS 525.</li> <li>Tile surfaces are to be cleaned with approved detergent complying with SABS 525.</li> <li>All cleaning and maintenance of floor shall be carried out in accordance with SABS Code of Practice 0170.</li> <li>Screed floor tiles to be cleaned with approved detergent complying with SABS 525.</li> <li>Laminated floor covering to be cleaned with approved detergent complying with SABS 525.</li> </ul>			
4.1.5	<b>Carpets:</b> <ul style="list-style-type: none"> <li>All carpets must be vacuumed cleaned daily with industrial standard equipment.</li> </ul>			
4.1.6	<b>Dusting, Wiping, Clean, etc.</b> <ul style="list-style-type: none"> <li>Wipe all surface areas with a clean damp cloth.</li> <li>All ornaments, window sills needs to be dusted.</li> <li>Turnstiles to be polished with turnstile polish.</li> <li>Non-slip polish to be used for the granite top at reception.</li> </ul>			
<b>4.2</b>	<b>Overall Requirements</b>			
4.2.1	Provide adequate vacuum cleaners brooms mops dusters cloths detergents and cleaning trolleys.			
4.2.2	Attached a list of proposed equipment to be used and the cost and maintenance thereof must be included in the bid price.			
4.2.3	Attached a organogram indicating the proposed team for this contract.			
4.2.4	Personnel Requirement			
	<ul style="list-style-type: none"> <li>Conduct business in a courteous and professional manner.</li> </ul>			
	<ul style="list-style-type: none"> <li>Ensure that all personnel working under this contract are in good health and pose no risk to any NERSA employees.</li> </ul>			
	<ul style="list-style-type: none"> <li>Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified.</li> </ul>			
	<ul style="list-style-type: none"> <li>Ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.</li> </ul>			

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		YES	NO	IF NO, INDICATE DEVIATIONS
	<ul style="list-style-type: none"> <li>Ensure that replacement staff is available should the need arise.</li> </ul>			
	<ul style="list-style-type: none"> <li>Ensure that NERSA is informed of any removal and replacement of personnel.</li> </ul>			
	<ul style="list-style-type: none"> <li>All personnel must be SA Citizens and NERSA reserves the right to validate citizenship.</li> </ul>			
<b>5</b>	<b>GENERAL CONDITIONS</b>			
5.1	<b>Provide Public Liability Insurance to the value of R 1 million to indemnify individuals in the event of accidents, injury or death.</b> Proof of such insurance must be submitted with the bid the bidder will be rejected.			
5.2	Equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of NERSA.			
5.3	Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.			
5.4	Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Certificate of compliance with the applicable labour laws must be submitted with the bid.			
5.5	NERSA does not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.			
5.6	NERSA does not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.			
5.7	NERSA will enter into a Service Level Agreement with the successful bidder.			
5.8	<p>The official working hours during which the bidder will perform his/her duties, will be from 07h00 to 15h30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted with the exclusion of public holidays. Absence from work must be managed internally by the successful bidder and not hamper service delivery.</p> <p>The service required in terms of this bid will be for week days only, therefore, not required on weekends or public holidays.</p>			
5.9	<p><b>All broken/damaged items such as toilets, toilet seats, taps etc. must be reported to the Facilities Manager for urgent attention.</b></p> <p><b>All cleaning equipment such as brooms, mops, cloths must be cleaned with an applicable disinfectant on a daily basis.</b></p> <p><b>If applicable, the vacuum cleaner bags must be cleaned regularly.</b></p>			

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		YES	NO	IF NO, INDICATE DEVIATIONS
<b>6</b>	<b>SCOPE OF WORK</b>			
	The Scope of work is indicated below which are mandatory tasks and associated deliverables at Kulawula house in normal working hours with a floor area of 8702 m <sup>2</sup> the total current staff complement is approximately 245 people.			
6.1	Cleaning and Hygiene Services			
6.1.1	<p>The service provider will manage the cleaning services by a cleaning contractor who will undertake the following services to ensure that the building is kept in pristine condition and will provide cleaning services that are commensurate with NERSA's image and consistent with those applicable to an "A Grade" office building, including:</p> <ul style="list-style-type: none"> <li>a) Maintaining and cleaning the approach areas and the external surrounds of the building, including the external fenestration, in a neat, clean and tidy condition;</li> <li>b) Maintaining and cleaning all internal public and common areas, including lobbies, entrance halls, corridors and walkways, overhead access bridges, pause and rest areas, restaurants, meeting rooms, toilet and ablution facilities and the like;</li> <li>c) Provide the replacement of tea staff as and when required;</li> <li>d) Maintaining and cleaning all office and work areas, project and tenant-dedicated meeting space and wellness centre;</li> <li>e) Removing office waste and develop and introduce a waste recycling process;</li> <li>f) Servicing toilet areas, including providing and replenishing toilet rolls, hand- soaps, hand towels, sanitary bags, toilet seat sanitizers, air fresheners, and the like on a daily basis (link up with waste recycling process).</li> <li>g) To take cognizance of NERSA, and tenants' routine and ad-hoc operational activities and business needs, the scheduling of cleaning of office areas and the cleaning and servicing of ablution facilities will be agreed between The service provider and NERSA, and such agreement will be deemed to form part of the Agreement.</li> <li>h) All cleaning chemicals must be provided by the service provider</li> </ul>			
6.2	Window cleaning			

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		YES	NO	IF NO, INDICATE DEVIATIONS
6.2.1	The Service provider will ensure that the window cleaning specialist provides labor and equipment necessary to clean the interior and exterior windows, relights and skylights. Window cleaning activities will occur on a predetermined frequency.			
6.2.2	The service provider must ensure that the specialist fulfils the following duties and responsibilities: Duties and Responsibilities: a) Retain the resources necessary to safely complete the interior and exterior window cleaning operation, b) Exterior window cleaning equipment only to be utilized as designed and intended, Care to be taken on all roof tops to avoid any damage to roof surfaces. c) Assigned personnel not to utilize any NERSA's or other tenant's equipment or furniture to complete the interior window cleaning activities (i.e., desks, chairs, tables, files etc.) d) Products used are to be environmentally safe. e) Interior window cleaning is to be pre-scheduled in order to avoid any interruptions in business operations. f) Introduce a planned cleaning program to ensure windows are kept clean internally and externally.			
6.3	Cleaning personnel must ensure safe handling of all office equipment, official documents and any other items when cleaning and should maintain high levels of confidentiality.			
6.4	Number of cleaners required: <b>Six (6) cleaners and one (01) supervisor.</b> Should a staff member not be present at work a replacement is required for that day.			

	COMPLY		
DESCRIPTION	FREQUENCY	YES	NO
<b>OFFICES, WAITING AREAS, BOARDROOMS, ETC</b>			
Furniture:			
• Wipe work stations and filing cabinets	Daily		
• Clean/dust chairs	Weekly		
• Wipe and dust Boardroom tables	Daily		
• Vacuum upholstered chairs	Weekly		
Internal glassed:			

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	<b>COMPLY</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>YES</b>	<b>NO</b>
<ul style="list-style-type: none"> <li>Wipe glazed doors, including handles and frames</li> </ul>	Daily		
<ul style="list-style-type: none"> <li>Wipe glazed windows, including frames</li> </ul>	Daily		
Carpet floor covering:			
<ul style="list-style-type: none"> <li>Vacuum</li> </ul>	Daily		
<ul style="list-style-type: none"> <li>Spot clean marks</li> </ul>	Daily		
<ul style="list-style-type: none"> <li>Deep cleaning carpets (5735 m<sup>2</sup>)</li> </ul>	Twice per annum		
<ul style="list-style-type: none"> <li>Deep cleaning of chairs</li> </ul>	Twice per annum		
<ul style="list-style-type: none"> <li>Deep cleaning of high traffic areas (1720 m<sup>2</sup>)</li> </ul>	As and when required		
Wall cleaning:			
<ul style="list-style-type: none"> <li>Clean internal walls</li> </ul>	Ad hoc		
<ul style="list-style-type: none"> <li>Passage walls</li> </ul>	Ad hoc		
Floor Cleaning:			
<ul style="list-style-type: none"> <li>Broom sweep and wash ceramic floor tiles</li> </ul>	Daily		
Telephones:			
<ul style="list-style-type: none"> <li>Dust and damp-wipe telephones, including cables, etc</li> </ul>	Weekly		
<b>LIFTS</b>			
Broom sweep floor	Daily		
Wipe all mirrors	Daily		
Wash and clean floor	2 x Weekly		
Wipe control panel and all vertical surfaces	Daily		
Damp-wipe all vertical surfaces	2 x Weekly		
<b>KITCHEN AREA</b>			
Replenish hand towels	Daily		
Floor tiles:			
<ul style="list-style-type: none"> <li>Broom sweep and wash ceramic floor tiles</li> </ul>	Daily		
<ul style="list-style-type: none"> <li>Machine scrub</li> </ul>	Monthly		
<ul style="list-style-type: none"> <li>Strip tiles</li> </ul>	Monthly		
<b>ABLUTION FACILITIES</b>			

## SECTION A Part 4: Terms of Reference

	<b>COMPLY</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>YES</b>	<b>NO</b>
Clean and wash all urinals, wash hand basins and water closets	Daily		
Wipe all mirrors	Daily		
Clean down and wipe all toilet doors	Weekly		
Wash granite vanity slab	Daily		
Replenish soap dispensers	Daily		
Place toilet rolls in dispensers	Daily		
Refill automated air fresheners	Monthly or As and when necessary		
Replenish hand towels	Daily		
Empty SHE bins	2x Weekly		
Floor tiles:			
• Broom sweep and wash ceramic floor tiles	Daily		
• Machine scrub	1 x 2 Monthly		
• Strip tiles	Monthly		
Wall tiles/splash backs:			
• Wash ceramic tiles	Daily		
<b>LOBBY/FOYER AND STAIR AREAS</b>			
Broom sweep and wash ceramic floor tiles	Daily		
Machine scrub ceramic floor tiles	1 x 2 Monthly		
Strip tiles	Monthly		
Wall tiles/splash backs:			
• Wash porcelain tiles	Weekly		
<b>STORE ROOM</b>			
Broom sweep, wash vinyl floors and vacuum	Weekly		
<b>WASTE DISPOSAL (ALL AREAS)</b>			
Clean and empty all waste paper baskets and receptacles	Daily		
Wash all waste paper baskets and receptacles	Weekly		
<b>GENERAL (ALL AREAS)</b>			

## SECTION A Part 4: Terms of Reference

	<b>COMPLY</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>YES</b>	<b>NO</b>
Damp-wipe signage (of various sizes)	Weekly		
Dust picture frames (of various sizes)	2 x Weekly		
Spot clean finger marks from paintwork and light switches	Daily		
Vacuum blinds	Monthly		
Wipe and clean finger, water, coffee marks, etc on all surfaces	Daily		
Clean hand rails	Weekly		
Clean and polish all upright metal fittings	Weekly		
Wipe all internal doors	Weekly		
Wipe all metal and timber shelves	Monthly		
Dust light fittings	1 x 2 months		
<b>STAFF PARKING AREA/CUSTOMER HOLDING AREA</b>			
Dispose of all litter	Daily		
Broom sweep yard	Weekly		
Hose wash hard standing	2 x Monthly		
<b>GUARD/GATE HOUSE</b>			
Broom sweep floors and vacuum	Daily		
<b>REFUSE AREA</b>			
Wash refuse area	Weekly		
Dust bins for pick up by Municipality	Daily		
<b>LOADING AREA</b>			
Broom sweep floors vacuum clean	Weekly		
<b>BASEMENT AREA</b>			
Broom sweep floors or vacuum clean	Weekly		
<b>FIRE ESCAPE STAIRS</b>			
Broom sweep floors wash tiles	2 x Monthly		
Dust and damp clean fire escape cement stairway balustrades	2 x Monthly		

## SECTION A Part 4: Terms of Reference

	<b>COMPLY</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>YES</b>	<b>NO</b>
<b>DEEP CLEANING TOILETS</b>			
Cleaning toilets by spray	Monthly		
<b>PEST CONTROL</b>			
Ants (Spray)	Monthly		
Cockroaches (Spray)	Monthly		
Rats (Rat traps/Pallets)	Monthly		
<b>OUTSIDE WINDOWS OF THE BUILDING</b>			
Cleaning of outside windows	2 X Year		
(can be reached by opening the window and cleaning the outside)			
Safety equipment must be supplied			
<b>RENTAL of HYGIENE EQUIPMENT</b>	<b>QUANTITY</b>		
Seat Wipes	40		
Paper Towel Dispensers	28		
Urinals/fixed	16		
Disposers/Dustbins	22		
Soap Dispensers (foam)	32		
Air Fresheners (Electronic)	28		
Anti-theft brackets for air fresheners	28		
Toilet Roll Holders	41		
SHE bins	22		
<b>SUPPLY OF CONSUMABLES MONTHLY</b>			
Single Ply Toilet paper	25 Bales (48/bale)		
Seat Wipes (As and when required)	50		
Paper Towels for dispensers	150 Rolls (6/bale)		
Soap for dispensers (foam)	40 bottles		
Urinal Fillers	16		
Air Fresheners	34 bottles		



SECTION A Part 4: Terms of Reference

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## CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I/we hereby undertake to render services described in the attached bidding documents to NERSA in accordance with the requirements and task directives/proposals terms of references stipulated in Bid Number **NERSA/2425/SCM/IFMS/BID011** at the price/s quoted. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - 2.1 Bidding documents, viz
    - ☐ Invitation to bid
    - ☐ SARS Tax Compliance Status Pin Letter / Printed Tax clearance certificate
    - ☐ Pricing schedule(s)
    - ☐ Proposal / filled in Terms of Reference as per my/our bid dated (date)
    - ☐ Preference certificates in terms of the Preferential Procurement Regulations, 2001
    - ☐ Declaration Certificate for Local Production and Content Designated Sector Form
    - ☐ Bidder's Disclosure
    - ☐ Declaration of bidder's past SCM practices
    - ☐ Certificate of independent bid determination
    - ☐ Special Conditions of Contract
  - 2.2 General Conditions of Contract
  - 2.3 Other (specify)
3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.
5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) \_\_\_\_\_

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

#### WITNESSES

1 \_\_\_\_\_

2 \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION A Part 4: Contract forms

**CONTRACT FORM: RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number **NERSA/2425/SCM/IFMS/BID011** dated ..... For the rendering of services indicated hereunder and/or further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR SPECIFIC GOALS
THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.			

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

SECTION B

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# SECTION B

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

**SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO ACCEPT**

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
<b>1</b>	<b>GENERAL</b>				
1.1	Bidders must indicate a confirmation response against each paragraph in this part of Section B covering both the Special Conditions of Bid and the Special Conditions of Contract by marking the YES box or by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to this part of the bid submission. Answering questions or supplying detail by referring to other sections will not be accepted.				
1.2	Some of the confirmation blocks in this part are shaded. Choosing a response in one of the shaded blocks will deem your bid to be non-responsive in line with the instructions in this part.				
1.3	Should bidders fail to indicate a confirmation response, NERSA will assume that the bidder is <b>not</b> in compliance or agreement with the statement(s) as specified in this bid document.				
1.4	Bids not completed in this manner may be considered incomplete and rejected.				
1.5	The client shall not be liable for any expense incurred in the preparation and submission of a bid.				
<b>2</b>	<b>BID SUBMISSION CONDITIONS, INSTRUCTIONS AND EVALUATION PROCESS / CRITERIA</b>				
2.1	Submission conditions and Instructions as well as the evaluation process / criteria have been noted.				
<b>3</b>	<b>SPECIAL CONDITIONS OF BID AND CONTRACT</b>				
3.1	The Special Conditions of Bid and the Special Conditions of Contract of this Request for Bid must be accepted. Non-acceptance may be deemed to be non-responsive.				
<b>4</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>				
4.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 3 (three) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
<b>5</b>	<b>VENDOR INFORMATION</b>				
5.1	The successful bidder will be required to complete a vendor information form detailing the organisation's complete profile.				
<b>6</b>	<b>FORMAT OF BIDS</b>				
6.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented. Bidders are to set out their proposal in the format prescribed hereunder:				
<b>6.2</b>	<b>Special conditions of bid and contract</b>				
6.2.1	Bidders must complete and return the Special Conditions of Bid and Contract.				
<b>6.3</b>	<b>SARS Tax Clearance Certificate(s)/ Compliance</b>				
6.3.1	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable NERSA to view the taxpayer's profile and tax status. Bidders <u>may</u> also submit a printed Tax Compliance Status (TCS) together with the bid.  In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.				
<b>6.4</b>	<b>Bidder's Disclosure</b>				
6.4.1	Each party to the bid must complete and return the Bidder's Disclosure. Bids submitted without a completed and signed Bidder's Disclosure may be deemed to be non-responsive.				
<b>6.5</b>	<b>Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)</b>				
6.5.1	Bidders must complete and return the Preference Points Claim Form (Purchases).				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
6.5.2	For a consortium or joint venture: <input type="checkbox"/> In case of a <b>consortium / joint venture</b> , a consolidated B-BBEE certificate should be submitted for unincorporated entities. Zero points will be allocated for no-submission of a consolidated certificate. <input type="checkbox"/> The Organization wishing to claim points should complete the Preference Points Claim Form (Purchases				
<b>6.6</b>	<b>Invitation to Bid</b>				
6.6.1	Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid may be deemed to be non-responsive.				
<b>6.7</b>	<b>Technical Proposal</b>				
6.7.1	Bidders must, at least cover the under-mentioned in their <b>Technical Approach</b> , return as part of their submission:				
	<input type="checkbox"/> Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems. <input type="checkbox"/> Describe how the work will be managed. Provide an organisation chart clearly indicating: <ul style="list-style-type: none"> <li>▪ The lines of reporting and supervision within the bidder's team</li> <li>▪ The lines of reporting between the bidder and NERSA and other stakeholders, if applicable</li> </ul> <input type="checkbox"/> <u>Demonstrate how the services will be rendered by addressing the scope of work.</u>				
<b>6.8</b>	<b>Team details</b>				
6.8.1	In this part the bidders must provide allocate account manager.				
6.8.2	Submit a summarised CVs of the proposed CV of <b>Account manager and Handyman</b> . The CV should highlight the minimum roles, qualifications and Experience in building maintenance services.				
6.9.3	<b>Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)?</b> Attach company registration certificates.				
<b>6.9</b>	<b>Experience in this field</b> <input type="checkbox"/> Demonstrate experience and expertise in the relevant areas of similar projects undertaken with contactable references with contactable references.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
6.9.1	Bidders should provide in this part, and return as part the submission, at least the following information: <input type="checkbox"/> Track record of similar projects.				
<b>6.10</b>	<b>Samples</b>				
6.10.1	No samples required.				
<b>6.11</b>	<b>Pricing Schedule</b>				
6.11.1	The bidder must take the following into consideration when completing the Pricing Schedule: <ul style="list-style-type: none"> <li>Reference must be made to the scope of work on the Terms of Reference.</li> <li>Price(s) has to be in line with the Guide on Hourly Fee Rates for Consultants as regulated by the Department of Public Service (DPSA). The <b>Latest Consultants Fees</b> can be downloaded from DPSA website at <a href="http://www.dpsa.gov.za/dpsa2g/documents.asp#consultants_fees">http://www.dpsa.gov.za/dpsa2g/documents.asp#consultants_fees</a></li> </ul>				
6.11.2	<b>Only bidders who qualify under selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted.</b>				
<b>6.12</b>	<b>B-BBEE Certificate</b>				
6.13.1	Bidders should provide their original and valid B-BBEE certificate or a certified copy thereof as part of the bid document as issued by verification agencies accredited by SANAS or registered auditors approved by IRBA. In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted.				
6.13.2	All Exempted Micro Enterprises (EMEs) must submit a certified sworn affidavit as prescribed by <b>the DTI</b> or certificate issued by the Companies & Intellectual Properties Commission (CIPC) confirming annual turnover of R10M or less and level of black ownership.				
6.13.3	Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE will not be disqualified from the bidding process.				
<b>6.14</b>	<b>VETTING OF BIDDERS</b>				
6.14.1	NERSA reserves the right to subject any bidder for a security clearance through the State Security Agency (South Africa)				



## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
<b>6.15</b>	<b>LABOUR LEGISLATIVE REQUIREMENTS</b>				
6.15.1	Proof of company registration as issued by (CIPC) as well as share certificate(s) for (Pty) limited companies with other legislative requirements such as UIF, COIDA and PAYE must be submitted together with bid document.				
<b>6.16</b>	<b>CENTRAL SUPPLIER DATABASE</b>				
6.16.1	Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of this bid.  Proof of CSD registration summary report must be submitted together with the bid document or Central Supplier Database Number must be provided on the Invitation to Bid form.				
6.16.2	Failure to submit proof of CSD registration (CSD registration summary report or MA Number) will invalidate the bid.  Registration requirements may be found online at <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> .				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
<b>1</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>				
1.1	<p>The bid is subjected to the General Conditions of Contract (GCC). The GCC can be downloaded from the NERSA website at <a href="http://www.nersa.org.za">www.nersa.org.za</a> or from National treasury website at <a href="http://www.treasury.gov.za">http://www.treasury.gov.za</a></p> <p>Bids' should not be qualified by own terms &amp; conditions.</p> <p>Failure to withdraw/waive or to renounce the bidder's own terms &amp; conditions of bid, when called upon to do so, may invalidate the bid.</p>				
<b>2</b>	<b>CONFIDENTIALITY</b>				
2.1	<p>The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.</p> <p>Bidders shall undertake to limit the number of copies of this document.</p>				
2.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding NERSA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation, data or products to other clients without written approval of the Energy Regulator or the delegate.				
2.3	"Confidential information" includes any information or knowledge whatsoever relating to NERSA or any of its divisions, including but not limited to all information in whatever form (tangible or intangible), reports (whether generated by NERSA or service providers to NERSA), documentation, specifications, know-how, accounts and computer readable data relating or pertaining to the project, NERSA or any of its divisions.				
<b>3</b>	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>				
3.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Energy Regulator or the delegate.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
3.2	All the intellectual property rights arising from the execution of this contract shall vest in NERSA who shall be entitled to cede and assign such to the Department of Energy and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
3.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client.  Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.				
3.4	NERSA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract.  This IP NERSA shall be entitled to freely cede and assign to the Department of Energy.  No other document needs to be executed to give effect to this cession, assignment or transfer.				
3.5	The provisions of this clause 3 shall only apply to such IP that is created during the course and scope in terms of this contract.				
3.6	The Contractor acknowledges and agrees that each provision of clause 3 is separate, severally and separately enforceable from any other provisions of this contract.				
3.7	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.				
3.8	This clause 3 shall survive termination of this contract.				
3.9	Non-acceptance of clause 3 may deem your bid to be non-responsive.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
<b>4</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>				
4.1	As soon as it becomes known to the contractor that he / she will not be able to deliver the services within the delivery period and / or against the quoted price and / or as specified, NERSA must be given immediate written notice to this effect. NERSA reserves the right to implement remedies as provided for in the GCC.				
<b>5</b>	<b>WARRANTS</b>				
5.1	The contractor warrants that it has the capability, experience, expertise and skills necessary and is able to conclude this Agreement to the satisfaction of NERSA.				
5.2	The contractor undertakes to perform the services in a professional manner.				
5.3	Although the contractor will be entitled to provide services to persons other than NERSA, the contractor shall not without the prior written consent of NERSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide services.				
<b>6</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>				
6.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .				
6.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.				
<b>7</b>	<b>OBLIGATION</b>				
7.1	The contractor shall perform all aspects of the services as more fully described in the terms of reference and shall comply with all reasonable instructions, requests and/or directions as may be issued by NERSA from time to time.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
<b>8</b>	<b>PROJECT PLAN</b>				
8.1	The contractor shall within 2 (two) weeks after signing this contract, submit to NERSA, a draft project plan for consideration and approval.				
8.2	The approved project plan submitted in terms of clause 8.1 above shall be binding on the contractor.				
<b>9</b>	<b>RETENTION</b>				
9.1	On termination of this agreement, or at the end of the contract period, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NERSA.				
9.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
<b>10</b>	<b>INDEMNITY</b>				
10.1	The contractor hereby indemnifies and holds harmless NERSA's employees, agents or its duly authorized representatives from and against any and all claims, liabilities, losses, costs, expenses (including attorneys' fees) and damages, which NERSA may suffer and/or incur arising out of and/or resulting from wilful misconduct, negligent act or omission by the contractor in performance of the Services in terms of this agreement.				
10.2	The indemnification under this clause shall survive termination of this agreement.				
<b>11</b>	<b>UNDERTAKINGS BY THE CONTRACTOR</b>				
11.1	The contractor shall not, during the contract period or extended contract period, directly or indirectly entice away any employee of NERSA.				
<b>12</b>	<b>FORCE MAJEURE</b>				
12.1	Should the affected Party be unable to fulfil its obligations in terms of this agreement for a period of fourteen (14) days or such other reasonable period from the date of notification to the other Party of a <i>force majeure</i> , then the other Party shall be entitled to terminate this agreement forthwith if justifiable under the circumstances, by written notice to that effect to the affected Party.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
<b>13</b>	<b>INDEPENDENT CONTRACTOR</b>				
13.1	The contractor agrees and acknowledges that it is an independent contractor and that this agreement shall not be construed as creating any relationship of employment, agency, partnership or joint venture between the Parties. Accordingly the contractor has no authority to represent, act on behalf of or bind NERSA in anyway whatsoever.				
13.2	The contractor shall not issue any press release, make or publish any statement or other communication relating to, connected with or arising out of this agreement or the rendering of the Services without the prior written consent of NERSA.				
<b>14</b>	<b>ASSIGNMENT</b>				
14.1	The provisions of this agreement shall automatically transfer to and continue to exist to any legal successors of the Parties.				
<b>15</b>	<b>DATA PROTECTION</b>				
15.1	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2014) (hereinafter referred to as 'Act').				
15.2	Where any Party receives any personal information as defined in the Act such Party shall ensure that it fully complies with the provisions of the Act and only deals with or processes such personal information to fulfil its obligations in terms of this Agreement.				
15.3	The personal information received by a Party shall not be processed or disclosed for any other purpose, but the purpose that it was provided for, without the consent of the disclosing Party.				
15.4	Each Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies, in the event of any breach or threatened breach of the provisions of with the Act when dealing with and/or processing personal information of the disclosing Party, and may prevent the other Party, any of its agents or subcontractors, or any third party who have received records or information from that Party, from violating this Agreement by any legal means available.				

## SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	<b>SPECIAL CONDITIONS OF BID</b>	<b>CONFIRMATION</b>			
		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>If no, indicate deviation</b>
15.5	Each Party further understands that the violation of the provisions dealing with the Act may subject that Party to applicable legal penalties, including those provided under the Act.				
15.6	Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving Party of either Party's personal information shall return same or at the discretion of the disclosing Party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.				
15.7	In cases where the disclosing Party has elected for the personal information to be destroyed, as provided for in clause 18.6 above, the receiving Party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of such personal information.				
15.8	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2014) (hereinafter referred to as 'Act').				
15.9	Where any Party receives any personal information as defined in the Act such Party shall ensure that it fully complies with the provisions of the Act and only deals with or processes such personal information to fulfil its obligations in terms of this Agreement.				

## **TAX CLEARANCE CERTIFICATE REQUIREMENT**

- 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 view the taxpayer's profile and tax status.
- 2.3 Application for Tax Compliance Status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.
- 2.5 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided with the Tax Compliance System Pin on the on the Invitation to Bid form.
- 2.6 International bidders do not have to be a locally registered entity in South Africa in order to bid. See QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS on the Invitation to Bid Form. Therefore, if responses to all questionnaire were no, then it's not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).



## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### SECTION B Part 3: Bidder's Disclosure

[illegible]

Please provide a separate annexure to provide full details of the list of directors / trustees / members / shareholders. In case of trustees, joint venture, consortium and sub-contractor the details of ownership of the company should be provided with the bid document.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION B Part 3: **Bidder's Disclosure**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

The 80/20 system for requirements with a Rand Value equal to or above R2001 and up to R50 million (all applicable taxes included).

1.2 Preference points for this bid shall be awarded for:

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

1.3 The maximum points for this bid are allocated as follows:

#### POINTS

1.3.1 PRICE 80

1.3.2 SPECIFIC GOALS 20

Total points for Price and specific goals must not exceed 100

1.4. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by NERSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.3 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.4 **“consortium or joint venture”** 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;

2.5 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.6 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

## SECTION B Part 5: Preference Points Claim Form (Purchases)

- 2.7 **“Firm price”** means the price that is only subject to adjustments 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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.8 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when selection criteria is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score on selection criteria.
- 3.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

SECTION B Part 5: Preference Points Claim Form (Purchases)

## 5. POINTS AWARDED FOR SPECIFIC GOALS

7.1.1 Points to be awarded to a bidder based on his or her specific goals see below table:

PRICE	MAXIMUM POINTS	REQUIRED EVIDENCE
Price	80	
Specific Goal	20	
▪ Black Owned	10	Valid BBB-EE certificate or sworn affidavit
▪ Woman Owned	10	Valid BBB-EE certificate or sworn affidavit
<b>Total Points</b>	<b>100</b>	

Bidders who wish to claim points for specific must ensure that documentary evidence to support the claim is attached to the bid document as specified in table above.

## 6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm: .....

6.2 VAT registration number: .....

6.3 Company registration number: .....

### 6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

### 6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

SECTION B Part 5: Preference Points Claim Form (Purchases)

**6.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**6.7 MUNICIPAL INFORMATION**

Municipality where business is situated .....

Registered Account Number.....

Stand  
Number.....

**6.8** Total number of years the company/firm has been in business? .....

**9.9** I hereby declare under Oath that:

(a) The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9(1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

(b) The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

(c) Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

**6.10** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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.



SECTION B Part 5: Preference Points Claim Form (Purchases)

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5 the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the Specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Signature(s) of Bidder(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESSES: 1. \_\_\_\_\_ 2. \_\_\_\_\_

## INVITATION TO BID PART A

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NERSA

BID NUMBER	<u>NERSA/2425/SCM/IFMS/BID011</u>	CLOSING DATE	<u>01 NOVEMBER 2024</u>	CLOSING TIME	<u>11:00</u>
DESCRIPTION	<u>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.</u>				
VALIDITY	<u>Offer to be valid for 120 (01 MARCH 2025) days from the closing date (01 NOVEMBER 2024).</u>				

**The successful bidder will be required to fill in and sign a written Contract Form**

BID DOCUMENTS MAY BE:

DEPOSITED IN THE BID/TENDER BOX SITUATED AT  
(Street address)

NERSA, Kulawula House, 526 Madiba  
(Vermeulen) Street, Arcadia, Pretoria

OR

\* POSTED TO:

The Procurement Manager, NERSA, PO Box  
40343, Arcadia, 0007, South Africa

OR

HANDED IN AT RECEPTION SITUATED AT  
(Street address)

NERSA, Kulawula House, 526 Madiba  
(Vermeulen) Street, Arcadia, Pretoria, prior to  
the official closure time and the bidder must  
obtain a receipt, indicating the time of  
delivery, from the receptionist.

***No faxed or e-mailed bids will be accepted***

**Bidders should ensure that bids are delivered to NERSA before the closing date and time to the correct physical address. If the bid is late, it will not be accepted for consideration.**

**\* Refer to Paragraph 6 of the "Special Conditions of Bid and Contract: Portion 1".**

- ☐ Bids can be delivered and deposited into the bid / tender box between 08:00 and 16:30, Mondays to Thursdays and 08:00 to 16:00 on Fridays, prior to the closing date, and between 08:30 and 11:00 on the closing date.
- ☐ All bids must be submitted on the official forms (not to be re-typed).
- ☐ This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- ☐ Bids submitted that do not comply with the following may not be considered for evaluation:
  - A bid that is not in the format prescribed.
  - A bid without some or all of the required documents.
  - Pricing schedules not in the required format.
  - Bids without the required number of copies.
- ☐ Any queries regarding bidding procedures and technical information may be directed to:
  - e-Mail: [scm@nersa.org.za](mailto:scm@nersa.org.za)
  - Tel.: 012 401 4795 / 012 401 4696 /
  - Fax: 012 401 4700

## SECTION B Part 6: Invitation to Bid

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NERSA/2425/SCM/IFMS/BID011		CLOSING DATE:	01 NOVEMBER 2024	CLOSING TIME: 11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT NERSA, KULAWULA HOUSE, 526 MADIBA (VERMEULEN) STREET, ARCADIA, PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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.					

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 PIN 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."

**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: .....

## **TECHNICAL PROPOSAL**

Submit a detailed methodology to address the terms of reference, Work plan, showing Tasks, time-lines and other relevant factors pertaining to the provision of the services.

Submit a detailed work plan to render this services as well as a health and safety plan under the OHS Act.

## SECTION B Part 8: Experience

**EXPERIENCE IN THIS FIELD**

The bidder should demonstrate experience and expertise in the relevant areas previously undertaken and must be submitted with contactable references:

No	Name of Institution	Description of Service	Value of Contract	Date of Contract	Contact Persons	Contact Details
1.						Tel: ..... Email: .....
2.						Tel: ..... Email: .....
3.						Tel: ..... Email: .....
4.						Tel: ..... Email: .....
5.						Tel: ..... Email: .....
6.						Tel: ..... Email: .....
7.						Tel: ..... Email: .....
8.						Tel: ..... Email: .....
9.						Tel: ..... Email: .....
10.						Tel: ..... Email: .....

*The list is not limited to ten (10) institutions for experience on the Table. Please include a separate annexure to provide full details of all similar projects conducted in excess of R5 million in the last ten (10) years.*

**NB:** Completion of this Table is compulsory as bidders will score zero points on evaluation criteria if not submitted and no points will be allocated for reference letters older than one year per project.

*NERSA reserves the right not to allocate points for track record should a bidder fails to provide a reference letter for each project not older than one year listed in the track record.*

*NERSA reserves a right to contact references mentioned in the track record list. In order to comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) bidders have a responsibility to obtain the consent of the submitted references prior to sharing their personal information with NERSA e.g. testimonials letters*

SECTION B Part 9: Team Details (CV Template Guideline )

## CV TEMPLATE GUIDELINE

1. **Family name** \_\_\_\_\_
2. **First name:** \_\_\_\_\_
3. **Date of birth:** \_\_\_\_\_
4. **Nationality** \_\_\_\_\_
5. **Education/Key qualifications**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained

6. **Membership of professional bodies** \_\_\_\_\_
7. **Other skills (e.g. computer literacy, etc.)** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. **Present position and minimum role in the project:** \_\_\_\_\_
9. **Years within the organisation:** \_\_\_\_\_
10. **Years of experience/skills:** \_\_\_\_\_

11. **Description of similar projects with contactable references**

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	
<b>Position</b>	
<b>Responsibilities</b>	
<b>Description of similar projects</b>	
<b>Contact details of reference</b>	
<b>Name</b>	
<b>Tel</b>	
<b>Email</b>	

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	
<b>Position</b>	
<b>Responsibilities</b>	
<b>Description of similar projects</b>	
<b>Contact details of reference</b>	
<b>Name</b>	
<b>Tel</b>	
<b>Email</b>	

## CV OF ACCOUNT MANAGER

Submit summarised CVs of the proposed CV of Account manager and Handyman must be included. The CVs should highlight the minimum roles, experience of resources and description of similar projects with references as per the table below:

1. Account Manager	Minimum roles	Qualifications	Experience in building maintenance services
2. Handyman	Minimum roles	Qualifications	Experience in building maintenance services

*Please include a separate annexure to provide full details.*

- **Facilities Manager** with a relevant qualification and a minimum of three (03) years' experience in comparable sites.
- **Handyman** skilled and experienced in performing minor maintenance and DIY tasks.

**Please note that failure to comply with these conditions may invalidate your bid (i.e. if all documents are not submitted, then consider your proposal not accepted).**



## SECTION B Part 10: Pricing Schedule

**PRICING SCHEDULE – (See ANNEXURE C on page 35)**

(Services: Building Maintenance)

**Only bidders who qualify under selection criteria will be invited for a compulsory guided site inspection only after which the financial proposal must be submitted**

<b>BID DESCRIPTION:</b>	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED FACILITIES MANAGEMENT SERVICES (IFMS) FOR A PERIOD OF THREE (3) YEARS.</b>
<b>BIDDERS NAME:</b>	
<b>OFFER TO BE VALID FOR 120 (01 MARCH 2025) DAYS FROM THE CLOSING DATE OF BID: 01 NOVEMBER 2024</b>	

- 1 The accompanying information must be used for the formulation of proposals.
- 2 Bidders are required to indicate bid prices for each service **on the letterhead of the business using Annexure C** as template as well as in electronic format on Microsoft Excel. NERSA will take price indicated on the letterhead as the correct price for evaluation and contracting purposes. Bidders must quote on all services in order for NERSA to evaluate fairly. Should a bidder not quote on one or more services, the bidder will automatically be disqualified.
- 3 Bidders are required to indicate a **total ceiling management fee for 36 months** that includes all the activities associated with resources to render services.
- 4 NERSA will only accept a **firm prices** for the whole duration of the 3 year contract period in terms of this bid. Non-firm prices will not be considered (prices linked to industry price increase or rates of exchange) and such charges must be discounted into the bid price. The financial proposal should be inclusive of all activities cost's breakdown as per the project scope of work as well as **estimated travel and disbursements costs**.  
  
**NB: Price increases should be discounted on years 2 to 3.**
- 5 Are the rates quoted firm for the full period of the contract (5 years)? **No additional costs will be admitted.** YES/NO
- 6 Are the rates quoted regulated by any professional body (Institutes or Associates)? YES/NO
- 7 The financial proposal/pricing schedule must be submitted separately in a sealed envelope. Failure to complete the pricing schedule will lead to automatic disqualification.
- 8 **Failure to submit the pricing schedule – Annexure C in the prescribed format will lead to automatic disqualification.**