

REQUEST FOR BID PROFESSIONAL SERVICES



BID DETAILS

BID NUMBER: NERSA/2223/CSM/MMS/BID013

CLOSING Date: 03 FEBRUARY 2023

Time: 11:00

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES FOR A PERIOD OF THREE (3) YEARS.

**NON-COMPULSORY
VIRTUAL BRIEFING
SESSION:**

Yes

☒

No

☐

See Section A Part 1: Bid Submission Conditions and Instructions.

DETAILS OF BIDDER

Organisation/individual:

Contact person:

Date:

Email address:

Telephone Number:

Cellular Number:

Fax Number:

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

ORIGINAL

☐

COPY

☐

Please do not retype the bid document.

SECTION A

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

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (pp. 60) 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 / 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 2001 (Purchases) And Declaration Certificate for Local Production and Content Designated Sector Form
- ☐ B-BBEE Certificate, Sworn Affidavit for Exempted Micro Enterprises (EME)
- ☐ Invitation to Bid
- ☐ Technical Proposal
- ☐ Experience in this field
- ☐ Team Details (CV's)
- ☐ Pricing Schedule/Financial Proposal (Services: Professional)
- ☐ Labour Legislative Requirements (CIPC)
- ☐ Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)
- ☐ National Treasury CSD registration summary report

SECTION A

SECTION A

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

- 1.1 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

The non- compulsory virtual briefing session will be held on **23 January 2023** at **10:00**, MS TEAMS. Bidders who would like to participate in the meeting, must send their request/confirmation to: briefingsessions@nersa.org.za by **23 January 2023** at **09:00**.

2 CLARIFICATIONS/ QUERIES

- 2.1 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 bid publication** in writing (letter, facsimile or e-mail) from scm@nersa.org.za not later than 12:00 on the **24 January 2023**. No clarification will be attended to after this closing time.
- 2.2 A reply will be forwarded on **25 January 2023**. 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.

3 SUBMITTING BIDS

- 3.1 One (1) original of the bid document plus one (1) **memory stick** that contains the duplicate of the original submission to be handed in / delivered to:
- The Procurement Manager, NERSA, Kulawula House, 526 Madiba (Vermeulen) Street, Arcadia, Pretoria
- 3.2 The original version of the bid must be submitted with one (1) memory stick. Failure to submit the original plus one (1) memory stick and to include all attachments in the memory stick will result in automatic disqualification. Bidder(s) will also be disqualified for submitting a blank memory stick.
- 3.3 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.
- 3.4 **NB:** Bidder(s) will be disqualified for failing to submit the original plus one (1) memory stick. Failure to include all attachments in the memory stick will result in automatic disqualification. Bidder(s) will also be disqualified for submitting a blank memory stick
- 3.5 An original bid document may not be converted into word format or retyped, however, may be completed/filled in ink.

SECTION A Part 1: Bid Submission Conditions and Instructions

- 3.6 In addition, Bidders must submit a memory stick sealed in a closed envelope for submission.
- 3.7 **The financial proposal should be submitted separately in a sealed envelope.**
- 3.8 Bids should be submitted in a sealed envelope, marked with:
- Bid number **NERSA/2223/CSM/MMS/BID013**
 - Closing date and time **(03 FEBRUARY 2023 at 11:00)**
 - The name and address of the bidder.
 - Bids received in an envelope that is not sealed may be disqualified.
- 3.9 Documents submitted on time by bidders shall not be returned.
- 3.10 Bidders will be required to observe NERSA COVID 19 protocols when entering the building.
- 3.11 A strict policy of **"No mask, no entry"** will be maintained for the safety of all NERSA stakeholders.
- 3.12 Bidders must maintain a minimum of 1,5 meters social distancing from any other person encountered in the building.

4 LATE BIDS

- 4.1 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.
- 4.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.
- 4.3 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.

5 DIRECTIONS TO NERSA OFFICES FOR DELIVERY OF BIDS**Physical Address**

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

Bidders should allow time to access the premises due to security arrangements that need to be observed.

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
 Longitude 28.204839

DMS: Lat 25°44'37.6"S
 Long 28°12'17.3"E

3 NEGOTIATION AND CONTRACTING

- 3.1 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.
- 3.2 NERSA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 3.3 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.
- 3.4 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

4 ACCESS TO INFORMATION

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

5 REASONS FOR REJECTION

- 5.1 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.
- 5.2 NERSA may disregard the bid of any bidder if that bidder, or any of its directors:
 - 5.2.1 Have abused the SCM system of NERSA.
 - 5.2.2 Have committed proven fraud or any other improper conduct in relation to such system.
 - 5.2.3 Have failed to perform on any previous contract and the proof exists.
- 5.3 Such actions shall be communicated to the National Treasury.

6 PAYMENTS

- 6.1 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.
- 6.2 The contractor shall from time to time during the currency of the contract, invoice NERSA for the services rendered.

SECTION A Part 1: Bid Submission Conditions and Instructions

- 6.3 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.
- 6.4 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.
- 6.5 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).
- 6.6 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.
- 6.7 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:

Information Resources Management Department

NERSA

Postal Address:
P.O. Box 40343
Arcadia
South Africa
0007

Physical Address:
Kulawula House
526 Madiba Street
Arcadia
Pretoria
0083

7 CANCELLATION OF PROCUREMENT PROCESS

- 7.1 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**

- 1.1.1 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 FUNCTIONALITY, PRICE AND PREFERENCE POINTS

- 1.2.1 All remaining bids as per paragraph 1.1.1 will be evaluated as follows:
- 1.2.2 Bids will be evaluated first for functionality 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 functionality, of which (100 points) shall be awarded for functionality.
- 1.2.4 Bids will be considered further if it achieves the minimum prescribed qualifying score for functionality (60.00 points out of 100). Bids that failed to achieve the minimum qualifying score for functionality 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 for functionality will be evaluated in accordance with the 80/20 preference point system.

1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY

- 1.3.1 The evaluation criteria and weights for functionality as indicated in the table in paragraph 2, will apply.
- 1.3.2 The percentage scored for functionality should be calculated as follows:

- ☐ 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 for functionality:

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

where

Ps = percentage scored for functionality by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

Ap = percentage allocated for functionality

SECTION A Part 2: Evaluation Process/Criteria

- ☐ 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 for functionality.

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

- 1.4.1 Bids that score less than **60%** of the marks available for functionality 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 B-BBEE

- 1.5.1 Points for B-BBEE will be determined out of 20.
- 1.5.2 Points scored by the bidder in respect of the level of contribution will be added to the points scored for price.
- 1.5.3 Points to be awarded to a bidder based on his or her B-BBEE status of level of Contribution. E.g. Level 1 contributor would receive 20 points whilst level 4 contributor would receive 12 points out of a maximum of 20 points as follows.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

1.6 COMBINING PRICE AND B-BBEE MARKS

- 1.6.1 The B-BBEE marks for each bid 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.
- 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 for functionality, or by the bidders ranked first, to third once the functionality, price and preference marks have been combined.
- 1.7.3 Presentations shall only affect the marks awarded for functionality. 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

All bidders will be evaluated in accordance with the Supply Chain Management Policies, as well as the Preferential Procurement Policy Framework, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations of 2017.

2.1 Stage 1: Pre-qualification criteria for preferential procurement

2.1.1 In order to qualify, bidders must have the following minimum qualification requirements:

- (a) The bidder must have a B-BBEE status of level 3 contributor or a B-BBEE Improvement Plan as an additional document to the proposal. NERSA reserves the right to reject an implementation plan that does not meet the requirements or appears unrealistic.
- (b) The improvement plan should indicate the extent to which the bidder's ownership, skills development, enterprise and supplier development will be improved with the status (%) and future targets (%) over the contract period. Bidders should note that the B-BBEE Improvement Plan level three (3) will form part of the contract. NERSA will impose penalties should the bidder fail to meet the preference targets. Furthermore, failure to achieve the Improvement Plan targets will result in a breach of contract and provide NERSA with cause to terminate/cancel the contract.

2.1.2 A bidder that fails to meet the above-stipulated pre-qualifying criteria will be disqualified from the bidding process.

2.2 Stage 2: Compliance with minimum requirements

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

- Failure to meet the pre-qualification criteria level 3 and above or not submitting a B-BBEE Improvement Plan if not a level 3 contributor
- Failure to submit one (1) original plus one (1) memory stick that contains the duplicate of the original version.
- National Treasury CSD registration summary report or Central Supplier Database Number on the Invitation to Bid.
- SARS pin letter to enable NERSA to view the taxpayer's profile and tax status. Bidders may also submit a printed TCS together with the bid.
- A valid B-BBEE sworn affidavit or certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer. Only bids with a minimum level 3 may respond to the bid invitation or level higher (B-BBEE level 3, 2 & 1).
- All standard bidding forms must be fully completed and signed in ink, namely Bidder's Disclosure; Preference Points Claim; Declaration Certificate for Local Production & Content Designated Sector; Invitation to Bid and Pricing Schedule.
- Accept the Special Conditions of Bid and Contract.
- Pricing schedule/Financial Proposal

SECTION A Part 2: Evaluation Process/Criteria

2.3 Stage 3: Evaluation of functionality

All bidders will be evaluated by an evaluation panel and will be evaluated independently in terms of the evaluation criteria for functionality, which will be made up of 100 points, as follows:

Functionality	Points
Track record – the prospective bidder should submit documentary proof of similar projects undertaken, with contactable references	40
No similar projects submitted	0
1-3 similar projects conducted supported, with contactable references	15
4-6 similar projects conducted supported, with contactable references	30
7+ similar projects conducted supported, with contactable references	40
Methodology and technical approach	30
No methodology, no technical approach, no deliverables	0
The methodology and technical approach are inconsistent and not appropriately presented. The bidder does not have a proper understanding of the requirements of the Terms of Reference (ToR)	12
The methodology and technical approach are standard and do not address the entire scope of work/deliverables in detail and the bidder has aligned the approach with the requirements of the ToR	18
The methodology and technical approach are discussed in detail and properly address the entire scope of work/deliverables and the bidder has aligned the approach with the requirements of the ToR	25
The methodology and technical approach are comprehensive and the approach is advanced and innovative on how to address the requirements of the ToR. The bidder has raised important issues and possible problems and proposed solutions	30
Project team qualification and competency	30
No experience, no qualification in the field and no similar projects completed	0
Two (2) years' experience with similar project completed, with contactable references and minimum qualification in the field	5
Three (3) years' experience with similar projects completed, with contactable references and minimum qualification in the field	10
Four (4) years' experience with similar projects completed, with contactable references and minimum qualification in the field	20
More than five (5) years' experience with more than three (3) similar projects completed, with contactable references and minimum qualification in the field	30
Total for functionality	100

All bidders who score less than 60 points out of 100 points will not be considered further and will be regarded as having submitted non-responsive bids and will be disqualified.

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

Only those bidders that achieve the minimum of 60% on functionality will be evaluated further in accordance with the 80/20 preference point system.

SECTION A Part 2: Evaluation Process/Criteria

Price	POINTS
☐ Relative competitiveness of proposed price. The lowest acceptable bid will score 80 points for price.	80
B-BBEE	
☐ Status Level of contribution	20
TOTAL SCORE FOR PRICE AND B-BBEE	100

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

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES FOR A PERIOD OF THREE YEARS (1 APRIL 2023 TO 31 MARCH 2026).

1. Role of NERSA

The National Energy Regulator of South Africa (NERSA) is a regulatory authority established as a juristic person in terms of section 3 of the National Energy Regulator Act, 2004 (Act No. 40 of 2004). NERSA's mandate is to regulate the electricity, piped-gas and petroleum pipeline industries in terms of the Electricity Regulation Act, 2006 (Act No. 4 of 2006); Gas Act, 2001 (Act No. 48 of 2001) and Petroleum Pipelines Act, 2003 (Act No. 60 of 2003). The governance structure of the Energy Regulator consists of nine members, five of whom are part-time and four full-time, including the Chief Executive Officer (CEO). The Energy Regulator is supported by a secretariat under the direction of the CEO.

NERSA's Vision is:

To be a recognised world-class leader in energy regulation

NERSA's Mission is:

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

2. Background and Context of Media Monitoring

It is imperative that NERSA monitors the media coverage of the organisation. This will enable NERSA to be proactive when dealing with issues and also be kept abreast of what is reported on the organisation so that NERSA can respond accordingly and formulate an effective external communication strategy.

NERSA is expected to proactively take the necessary regulatory actions in anticipation of and in response to the circumstances in the energy industry. Thus, NERSA needs to be informed about energy-related news and the activities of its licensees to fulfil its mandate effectively.

3. Scope of Work

The appointed service provider will be expected to conduct national and international daily monitoring of print, electronic, online and social media so as to provide NERSA with weekly, monthly and quarterly reports and a detailed annual media impact analysis report. In addition, the appointed service provider should advise NERSA on the search words and ways to maximise the effectiveness of the search and to ensure that relevant media coverage is detected.

SECTION A Part 4: Terms of Reference

	Indicate compliance or non-compliance		
	Yes	No	Comments
Service requirements			
The appointed service provider will be expected to render the following services:			
3.1 Monitoring of all media using search expression such as: - In terms of Electricity: - NERSA - Municipal electricity tariff - Electricity pricing - Eskom - Load-shedding - Power shortage(s) - Energy crisis - Power Conservation Plan and/or Regulation (PCP) - Energy efficiency - Eskom Building Programme - Coal cost - Coal stock piles - Coal prices - Government National Emergency Response Plan - Energy Pricing Policy - Electricity crisis - Demand Site Management - Electricity reserve margin - Renewable energy independent power producers - Electricity emergency - National Emergency Response Plan - Eskom Recovery Plan - Eskom maintenance - Solar Heating Programme - Electricity special pricing - Nuclear - Power to gas - Small-scale embedded generation - Energy battery storage			
- In terms of Petroleum Pipelines: - Products: 'crude oil', 'petroleum', 'liquid fuel', 'lubricants', 'LPG', 'Biofuels' - Facilities: 'pipelines', 'loading facilities', 'storage facilities' 'SAPIA', 'Jet fuel', 'paraffin' - Transnet, ACSA, PetroSA, Sasol Oil, Pipelines Tariffs - Methodology - Engen			

SECTION A Part 4: Terms of Reference

○ BP ○ Shell ○ Chevron ○ Total SA ○ Petroline ○ CEF ○ New Multi Products Pipeline (NMPP)			
• In terms of Piped-Gas: ○ Gas: Liquefied natural gas (LNG), methane rich gas, compressed natural gas (CNG), synthetic gas, artificial gas, coal bed methane, re-gasified liquefied natural gas, liquefied gas, landfill gas, biogas, furnace top gas, hydrocarbon gases. ○ Facilities: Gas storage facilities, re-gasification facility, liquefaction facility, transmission pipelines, distribution pipelines, gas compressor stations, natural gas vehicles, virtual pipelines, LNG terminal ○ Projects: Kudu Gas, Gas to Power, LNG Importation ○ Sasol Gas, Spring Light Gas, Gigajoule Africa Gas, Gigajoule Africa Pipe ○ Maximum prices of piped-gas ○ Gas transmission tariff ○ Gas storage tariff			
3.2 Daily monitoring of print, electronic and social media (Facebook, Twitter, LinkedIn) and deadline delivery of media content (08:00, 12:00 and 15:00)			
3.3 Weekly analysis to be provided every Monday by 10:00			
3.4 In-depth monthly analysis to be provided three days after the end of every month			
3.5 Quarterly media analysis report to be provided five days after the end of every quarter			
3.6 To provide NERSA with the media impact analysis report for the financial year fourteen days after the end of each financial year			
3.7 Breaking news: The prospective bidder must clearly indicate how NERSA will be informed of breaking news that concerns the organisation ○ SMS alert with a link ○ SMS to indicate clearly media house, time and summary			
3.8 Translation of articles from other languages to English			
3.9 Transfer skills, share knowledge, and provide translation and transcription services when required			
3.10 Technical support and product training			
3.11 Elements to be considered in the analysis should include the following:			

SECTION A Part 4: Terms of Reference

• Introduction – should contain a brief summary of the received coverage during that period (number of articles and Advertising Value Equivalent). • Major snapshot – brief summary of snapshot of major press in South Africa and international press. • Rating/favourability – the rating should be for all media – indicating whether they had a negative, positive, balanced and neutral impact. The rating should be split into four parts, i.e. overall rating for all the industries and again split it into the three regulated industries. • Prominent issues – refer to the attention a story had brought to an organisation brand, issue, message, etc. • Advertising Value Equivalent (AVE) – the AVE should be split into four parts, i.e. overall AVE for that quarter and again split it into three months. The AVE should be split into the three industries. • Scope – the geographical area the media reach – including national, provincial and local. • Placement – where the story was placed in the media. In print, it could range from the front page to page 25 (e.g. lead story and story number 5). • Media relevance – the criteria that determine the relevance of the specific medium to the organisations target audience. This can be assessed by how closely the composition of the media audience – demographic and/or psychographic – matches that of the organisation's audience. • Story treatment – how the story is treated in the media. It could be a cover story, a running story earning coverage for day, one-shot mention, or a story earning multiple mentions on one issue. • Message fidelity – delivers information on how well the message conveyed by the media matched the message that the organisation wanted to communicate. • Spokesperson, content and the nature of quote – a combination of what was said/printed in the media, who was quoted in the story, including the quotes themselves and the source – media, organisation's spokesperson and/or third party. Also indicate whether the topic was favourable or average, and grade the quoted issues. • Engagement – measurement of the nature and extent of audience engagement through two-way conversations, the sharing of information, and other interactions such as subscribership. • Circulation/share – the total number of copies of a publication delivered to print audiences. Audience share in a percentage of listeners or viewers, who are tuned into a broadcast outlet. • Breakdown of categories – breakdown of coverage per division (Electricity, Petroleum Pipelines and Piped-Gas) by percentage.			
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SECTION A Part 4: Terms of Reference

• Media breakdown – media breakdown should cover broadcast, print and online coverage weekly, monthly, per amount of article, per province, and country; and it must be displayed with graphs. • Five top media sources – breakdown broadcast, online and print media (i.e. daily and weekend publications), as well as the top five social media platforms and number of followers (Twitter and Facebook). • Type of report – editorial, advertorial, journalist, syndicate and letter. • Intensity of report for electronic media – broadcast minutes.			
3.12 To use the same structure with all the elements on 3.11 in all the reports (weekly, monthly and quarterly). ○ All reports should be sent on Word and PDF formats.			
3.13 To monitor newspaper and radio advertisement placed by the organisation.			
Keywords may be added if need arises			

4. Commitment Period

The contract will be for a period of three (3) years (1 April 2023 to 31 March 2026) with effect from the last day of the signature by the last party to sign the contract. NERSA shall draft a contract that will be negotiated with the successful bidder.

The bid is subject to the General Conditions of Contract (GCC) that must be accepted and will guide the contract. The GCC can be downloaded from the NERSA website at www.nersa.org.za or the National Treasury website at <http://www.treasury.gov.za>. Bids should not be qualified by the bidders' own terms and conditions. Failure to withdraw/waive or to renounce the bidders' own terms and conditions of the bid, when called upon to do so, may invalidate the bid.

5. Submission of proposals

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

5.1 One original version plus a memory stick that contains the duplicate of the original submission i.e. that includes the bid document with all its attachments.

5.1.1 Failure to submit the original plus a memory stick that includes all attachments in the may result in automatic disqualification. Bidder(s) may also be disqualified for submitting a blank memory stick.

5.1.2 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.

5.2 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 may also submit a printed TCS together with the bid. A B-BBEE certificate must be included. A Joint Venture or Consortium shall submit a consolidated B-BBEE status level.

SECTION A Part 4: Terms of Reference

- 5.3 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to submitting their bids and proof must be attached to the proposal. Proof of CSD registration must be submitted together with the bid document. Failure to submit proof of CSD registration (CSD registration summary report or CSD number indicated on the SCM form – Invitation to bid) will invalidate the bid. Registration requirements may be found online at <https://secure.csd.gov.za>.
- 5.4 A company profile that includes the following must be submitted: The experience and expertise in providing media monitoring and analysis services. The list of completed contracts/projects should be submitted in the following prescribed format only as per the below table.

Name of institution	Description of service	Value of contract	Date of contract	Contact persons	Contact details
					Tel.: Email:

Attach annexure to complete full details. If no information is provided, no points will be awarded on functional evaluation.

- 5.4.1 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 current or previous clients prior to sharing their personal information with NERSA e.g. testimonials letters.
- 5.5 A detailed project plan that includes the technical approach and methodology to be used, and that demonstrates innovation to ensure relevant media coverage, and capability for national and international coverage.
- 5.6 Summarised CVs of the proposed team members. The CVs should highlight the minimum roles, experience of resources and description of similar projects, with references as per the below table.

Name of team member/s	Minimum roles in the project	Qualifications, years of experience/skills	Description of similar projects with contactable references

Attach annexure to complete full details. If no information is provided, no points will be awarded on functional evaluation.

- 5.7 Bidders must furnish a financial proposal/pricing schedule, which must be separately submitted in a sealed envelope.
- 5.7.1 The financial proposal/pricing schedule should indicate a ceiling price for completing the project during the contract period.
- 5.7.2 The financial proposal should also include a cost breakdown of the ceiling that includes all the activities associated with resources to render services, as per the scope of work.
- 5.7.3 The financial proposal should be completed in the following format as per the pricing schedule below.

SECTION A Part 4: Terms of Reference

1st Year	TOTAL COST PER MONTH (EXCL.	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE
	R.....	R.....	R.....
2nd Year	TOTAL COST PER MONTH (EXCL. VAT)	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE (12) MONTHS (Incl.
	R.....	R.....	R.....
3rd Year	TOTAL COST PER MONTH (EXCL. VAT)	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE (12) MONTHS (Incl.
	R.....	R.....	R.....
TOTAL CEILING PRICE (YEAR 1, 2 and 3)		R.....	

5.8 All SCM forms must be fully completed and signed.

5.9 Please note that failure to comply with these conditions will invalidate the bid.

6. Right to Appoint

- 6.1 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.
- 6.2 NERSA reserves the right to contact the references provided. 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 track record list prior to sharing their personal information with NERSA e.g. testimonials letters. In the event that any of the references contacted provide negative feedback on the bidder, NERSA reserves the right not to appoint that specific bidder.
- 6.3 Although NERSA wishes to enter into a contract with the appointed service provider, NERSA reserves the right, at its sole discretion, to procure any of the services outside the contract where it is deemed necessary.

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/2223/CSM/MMS/BID013** 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: _____

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/2223/CSM/MMS/BID013** 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 B- BBEE
THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES FOR A PERIOD OF THREE (3) YEARS.			

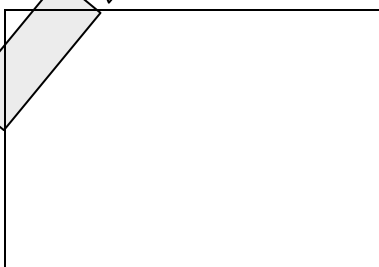
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

SECTION B

SECTION B

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO ACCEPT

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL				
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 not 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.				
2	BID SUBMISSION CONDITIONS, INSTRUCTIONS AND EVALUATION PROCESS / CRITERIA				
2.1	Submission conditions and Instructions as well as the evaluation process / criteria have been noted.				
3	SPECIAL CONDITIONS OF BID AND CONTRACT				
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.				
4	ADDITIONAL INFORMATION REQUIREMENTS				
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 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
5	VENDOR INFORMATION				
5.1	The successful bidder will be required to complete a vendor information form detailing the organisation's complete profile.				
6	FORMAT OF BIDS				
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:				
6.2	Special conditions of bid and contract				
6.2.1	Bidders must complete and return the Special Conditions of Bid and Contract.				
6.3	SARS Tax Clearance Certificate(s)/ Compliance				
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.				
6.4	Bidder's Disclosure				
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.				
6.5	Declaration of bidder's past Supply Chain Management practices				
6.5.1	Each party to the bid must complete and return "Declaration of bidder's past Supply Chain Management practices". Bids submitted without a completed and signed Declaration of bidder's past Supply Chain Management practices may be deemed to be non-responsive.				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.6	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)				
6.6.1	Bidders must complete and return the Preference Points Claim Form (Purchases).				
6.6.2	For a consortium or joint venture: ☐ Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Purchases).				
6.7	Invitation to Bid				
6.7.1	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.				
6.8	Technical Proposal				
6.8.1	Bidders must, at least cover the under-mentioned in their technical approach and return as part of their submission:				
	☐ 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. ☐ Describe how the work will be managed. Provide an organisation chart clearly indicating: ▪ The lines of reporting and supervision within the bidder's team ▪ The lines of reporting between the bidder and NERSA and other stakeholders, if applicable ☐ <u>Demonstrate how the services will be rendered by addressing the scope of work.</u>				
6.9	Team details				
6.9.1	In this part the bidders must provide allocate an account manager to manage the NERSA contract.				
6.9.2	Summarised CV's of the proposed team members. The CV's should highlight minimum roles, experience of resources and description of similar projects with references.				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.9.3	Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)? Attach company registration certificates.				
6.10	Experience in this field				
6.10.1	Bidders should provide in this part, and return as part the submission, at least the following information: ☐ Demonstrate relevant experience and highlight the company's record of accomplishment with references on similar projects in providing media monitoring and analysis services.				
6.11	Samples				
6.11.1	No samples required.				
6.12	Pricing Schedule				
6.12.1	The bidder must take the following into consideration when completing the Pricing Schedule: - Reference must be made to the scope of work on the Terms of Reference. - 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 Latest Consultants Fees can be downloaded from DPSA website at http://www.dpsa.gov.za/dpsa2g/documents.asp#consultants_fees				
6.12.2	Bidders are required to include one (1) copy of the financial proposal/pricing schedule , which must be submitted separately in a sealed envelope.				
6.13	B-BBEE Certificate				
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 the DTI 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 a valid B-BBEE Status Level Verification Certificates as part of the bid document do not qualify for preference points for B-BBEE.				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.14	SUB-CONTRACTING				
6.14.1	Bidders are welcome to sub-contract. However, the contract will be awarded to the main bidder as the primary contractor. No separate contracts will be entered into with any sub-contractors.				
6.15	VETTING OF BIDDERS				
6.15.1	NERSA reserves the right to subject any bidder for a security clearance through the State Security Agency (South Africa) and if a negative security screening report is issued the services of the bidders will be terminated with immediate effect.				
6.16	LABOUR LEGISLATIVE REQUIREMENTS				
6.16.1	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.				
6.17	CENTRAL SUPPLIER DATABASE				
6.17.1	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.				
6.17.2	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 https://secure.csd.gov.za .				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL CONDITIONS OF CONTRACT				
1.1	The bid is subjected to the General Conditions of Contract (GCC). The GCC can be downloaded from the NERSA website at www.nersa.org.za or from National treasury website at http://www.treasury.gov.za Bids' should not be qualified by own terms & conditions. Failure to withdraw/waive or to renounce the bidder's own terms & conditions of bid, when called upon to do so, may invalidate the bid.				
2	CONFIDENTIALITY				
2.1	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. Bidders shall undertake to limit the number of copies of this document.				
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.				
3	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT				
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 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
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.				
4	NON-COMPLIANCE WITH DELIVERY TERMS				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
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.				
5	WARRANTS				
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.				
6	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
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.				
7	OBLIGATION				
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 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
8	PROJECT PLAN				
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.				
9	RETENTION				
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.				
10	INDEMNITY				
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.				
11	UNDERTAKINGS BY THE CONTRACTOR				
11.1	The contractor shall not, during the contract period or extended contract period, directly or indirectly entice away any employee of NERSA.				
12	FORCE MAJEURE				
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 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
13	INDEPENDENT CONTRACTOR				
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.				
14	ASSIGNMENT				
14.1	The provisions of this agreement shall automatically transfer to and continue to exist to any legal successors of the Parties.				

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.
- 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.

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 interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

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 consortium² will not be construed as collusive bidding.

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

3.5 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.

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

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

- 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R30 000 and up to R50 million (all applicable taxes included).

1.2 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Financial Sustainability

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

POINTS

1.3.1 PRICE **80**

1.3.2 B-BBEE STATUS LEVEL OF CONTRIBUTION **20**

Total points for Price and B-BBEE must not exceed **100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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;

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”**Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“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;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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 B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

- 2.1.2 Points to be awarded to a bidder based on his or her B-BBEE status of level of Contribution. E.g. Level 1 contributor would receive 20 points whilst level 4 contributor would receive 12 points out of a maximum of 20 points as follows.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number.....

Stand Number.....

9.8 Total number of years the company/firm has been in business?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution 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

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and
Content for Designated Sectors Form

(e) forward the matter for criminal prosecution

Signature(s) of Bidder(s): _____ Date: _____

Address _____

WITNESSES: 1. _____ 2. _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.dti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.dti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as of
 (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SECTOR DESIGNATION**STIPULATED MINIMUM THRESHOLD LOCAL CONTENT**

Designated Sector	Stipulated minimum threshold
Textile, Clothing, Leather and Footwear	100%
Top set, top boxes	30%
Electrical and Telecom cables:	90%
Electrical cables used for power transmission	
Low Voltage	90%
Low cost reticulation	90%
Medium & High voltage	90%
ACR	90%
Telecom cables used for telecommunication:	
Optical Fibre cables	90%
Copper Telecom cables	90%
Office Furniture:	85%
Melamine office desk with drawers	70%
Office desk (drawers) with timber top on steel frame	90%
Office desk (drawers) with supawood (MDF) top on steel frame	90%
Melamine/Paper foil office desk with drawers	70%
Stacker upholstered chair – 4 legged without arms	100%
Stacker upholstered chair – sleigh base with arms	70%
High back upholstered chair with arms on 5 star base	65%
Steel stationery cupboard	100%
Steel drawer(s) filing cabinet	100%
Wood stationery cupboard	100%
Wood drawer(s) filing cabinet	100%
The amendment of the stipulated minimum threshold for local production and content is not allowed.	
Only bidders that achieved the stipulated minimum threshold for local production and content will be considered for evaluation purposes.	
The declaration certificate for local production and content for designated sectors together with Annex C, D and E must be completed, duly signed and submitted as part of the bid.	
The successful bidder's copies of the declaration certificate for local production and content for designated sectors together with Annex C, D and E will be provided to The dti to conduct compliance audits.	
The dti has the right, as and when necessary, to request for auditors certificates confirming the authenticity of the declarations made in respect of local content.	

INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NERSA

BID NUMBER	NERSA/2223/CSM/MMS/BID013	CLOSING DATE	03 FEBRUARY 2023	CLOSING TIME	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES FOR A PERIOD OF THREE (3) YEARS.				
VALIDITY	Offer to be valid for 120 (03 JUNE 2023) days from the closing date (03 FEBRUARY 2023).				

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
 - Tel.: 012 401 4795 / 012 401 4696 /
 - Fax: 012 401 4700

SECTION B Part 6: Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NERSA/2223/CSM/MMS/BID013		CLOSING DATE:	03 FEBRUARY 2023	
			CLOSING TIME:	11:00	
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES 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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
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

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 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. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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 project plan that includes the technical approach and methodology to be used, and that demonstrates innovation to ensure relevant media coverage, and capability for national and international coverage.

EXPERIENCE IN THIS FIELD

The bidder should demonstrate the experience and expertise in providing media monitoring and analysis services. The list of completed contracts/projects should be submitted in the following prescribed format only as per the below table.

Nr	Name of Institution	Description of services	Value of contract	Date of Contract	Contact Details
1					Name: Tel: Email:
2					Name: Tel: Email:
3					Name: Tel: Email:
4					Name: Tel: Email:
5					Name: Tel: Email:
6					Name: Tel: Email:
7					Name: Tel: Email:
8					Name: Tel: Email:
9					Name: Tel: Email:
10					Name: Tel: Email:

Please include a separate annexure to provide full details. Bidders are not limited to providing ten (10) projects (experience).

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**

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

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

SECTION B Part 10: Pricing Schedule

PRICING SCHEDULE

(Services: Professional)

NAME OF BIDDER:

OFFER TO BE VALID FOR 120 (03 JUNE 2023) DAYS FROM THE CLOSING DATE OF BID: 03 FEBRUARY 2023

BID DESCRIPTION: **THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE ENERGY REGULATOR OF SOUTH AFRICA WITH MEDIA MONITORING AND ANALYSIS SERVICES FOR A PERIOD OF THREE (3) YEARS.**

PAR NO DESCRIPTION

- 1 The accompanying information must be used for the formulation of proposals.
 2 Bidders are required to indicate a ceiling price that includes all the activities associated with resources to render services as per scope of work as follows.

COSTING TABLE

1 st Year	TOTAL COST PER MONTH (EXCL. VAT)	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE (12) MONTHS (Incl. VAT)
	R.....	R.....	R.....
2 nd Year	TOTAL COST PER MONTH (EXCL. VAT)	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE (12) MONTHS (Incl. VAT)
	R.....	R.....	R.....
3 rd Year	TOTAL COST PER MONTH (EXCL. VAT)	TOTAL COST PER MONTH (INCL. VAT)	TOTAL CEILING PRICE FOR TWELVE (12) MONTHS (Incl. VAT)
	R.....	R.....	R.....
TOTAL CEILING PRICE (YEAR 1, 2 and 3)			R.....

- 3 NERSA will only accept **firm prices** for the whole duration of the 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 as well as **estimated travel and disbursements costs**.
- 4 Period required for completion of the perception survey after signing of a contract.
- 5 Are the rates quoted firm for the full period of the contract (3 years)? **No additional costs will be admitted.**
- 6 Are the rates quoted regulated by any professional body (Institutes or Associates)?
- 7 **The financial proposal/pricing schedule must be submitted separately in a sealed envelope.**

.....
YES/NO
YES/NO