

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY END TO END UTILITIES MANAGEMENT AND ADMINISTRATION SERVICES, INCLUSIVE OF AUTOMATED METERING FOR A PERIOD OF THREE YEARS.

BID NUMBER: HO/CRES/REAM/006/11/23



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**REQUEST FOR PROPOSAL (RFP) FOR THE
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY
END TO END UTILITIES MANAGEMENT AND
ADMINISTRATION SERVICES, INCLUSIVE OF
AUTOMATED METERING FOR A PERIOD OF THREE
YEARS.**

CLOSING DATE	14 DECEMBER 2023
CLOSING TIME	12:00
BRIEFING SESSION	<p>COMPULSORY</p> <p>DATE: 23 NOVEMBER 2023</p> <p>TIME: 11:00</p> <p>VENUE: 30 WOLMARANS STREET, BRAAMFONTEIN, JOHANNESBURG</p>
BID DOCUMENTS DELIVERY ADDRESS	<p>PASSENGER RAIL AGENCY OF SOUTH AFRICA UMJANTSHI HOUSE 30 WOLMARANS BRAAMFONTEIN</p> <p>GROUND FLOOR</p>
BIDDER NAME	

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Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

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Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

PRASA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that PRASA reserves the right to:

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;

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- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract and/or place the Respondent on PRASA's list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

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LIST OF BID DOCUMENTS

INVITATION TO BID PART A	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
TENDER FORM (PRICING SCHEDULE)	Form C
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
SECURITY SCREENING FORM	Form F
ACKNOWLEDGEMENT	Form G
SBD 4 BIDDER'S DISCLOSURE	
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1 LIST OF ANNEXURES TO THE RFP

Draft Contract	Annexure 1
Appendices	Annexure 2
Pricing Schedule/BOQ, Form C & Specific goals (Volume 2)	Annexure 3
RFP clarification form	Annexure 4

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2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industries Development Board
DTIC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
PRASA	Passenger Rail Agency of South Africa
RFP	Request for Proposal
SANAS	South African National Accreditation System

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 "Accounting Authority" means the Board of PRASA;
- 5.2 "Contract" means the Contract to be entered between PRASA and the successful Bidder for the provision of the services procured in this RFP.
- 5.3 "Bid" means the Bid to the RFP submitted by Bidders;
- 5.4 "Bidders Briefing Session" means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 5.5 "Black Enterprise" means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 "Black Equity" means the voting equity held by Black People from time to time;
- 5.7 "Black People" has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended .
- 5.8 "Black Woman" means African, Coloured and Indian South Africa Female citizen;
- 5.9 "Briefing Note" means any correspondence to Bidders issued by the PRASA;
- 5.10 "Business Day" means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 "Bidders" means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 "Consortium" means any group of persons or firms jointly submitting a Bid as Bid to this RFP and "Consortia" means more than one Consortium;
- 5.13 "Contractor" the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 "Closing Date" means the closing date for submission of bids/ Proposals by Bidders which is **14 DECEMBER 2023.**
- 5.15 "Project" means this project for the **REQUEST FOR PROPOSAL (RFP) FOR THE**
- 5.16 **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY END TO END UTILITIES MANAGEMENT AND ADMINISTRATION SERVICES, INCLUSIVE OF AUTOMATED METERING FOR A PERIOD OF THREE YEARS.**
- 5.17 "RFP" means the Request for Proposals issued by PRASA for this tender; and
- 5.18 "Scope of Work" means the scope of work for this project as detailed out in the RFP technical specifications.

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SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

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BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 15 November 2023
ISSUE DATE	15 NOVEMBER 2023
BRIEFING SESSION	<p>COMPULSORY</p> <p>DATE: 23 NOVEMBER 2023</p> <p>TIME: 11:00</p> <p>VENUE: 30 WOLMARANS STREET, BRAAMFONTEIN, JOHANNESBURG</p>
CLOSING DATE	<p>14 DECEMBER 2023 @12:00</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Working Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
CLOSING DATE FOR QUESTIONS	30 NOVEMBER 2023
CLOSING DATE FOR RESPONSES	05 DECEMBER 2023
CONTACT PERSON	tnematatani@prasa.com

Any additional information or clarification will be emailed to all Respondents, if necessary.

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2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Umjantshi House** on the **23 November 2023 at 11:00am**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing. Bidders must also appear on the Compulsory Briefing session Register.*

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 BRIEFING SESSION MINUTES AND NOTES

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the **05 December 2023 as per Invitation to Bid table above**.

3.2 Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.

3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.

3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

4 PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses should be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office:

RFP No: **HO/CRES/REAM/006/11/23**

Description of Bid **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY END TO END UTILITIES MANAGEMENT AND ADMINISTRATION SERVICES, INCLUSIVE OF AUTOMATED METERING FOR A PERIOD OF THREE YEARS.**

Closing date and time: **14 DECEMBER 2023 @12:00**

Closing address **PASSENGER RAIL AGENCY OF SOUTH AFRICA,
UMJANTSHI HOUSE, 30 WOLMARANS STREET,
BRAAMFONTEIN, GROUND FLOOR**

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the main entrance of the PRASA HOUSE and should be addressed as follows:

THE SECRETARIAT / TENDER OFFICE
PRASA ADJUDICATION COMMITTEE TENDER BOX
PASSENGER RAIL AGENCY OF SOUTH AFRICA,
UMJANTSHI HOUSE,
30 WOLMARANS STREET,
BRAAMFONTEIN,
GROUND FLOOR

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFP submission. Such Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners should submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to tnematatani@prasa.com before **30 November 2023**, substantially in the form set out in Annexure 4 hereto.
- 6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory briefing session. For this purpose, PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.

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6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number **[011 085 7428]**, email **tnematatani@prasa.com** on any matter relating to its RFP Proposal.

6.4 Respondents are to note that changes to its submission will not be considered after the closing date.

6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

6.6 Bidders are advised utilize this email address (**SCM.Complaints@prasa.co.za**) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

7.6.1 Bid/Tender Description

7.6.2 Bid/Tender Reference Number

7.6.3 Closing date of Bid/Tender

7.6.4 Supplier Name;

7.6.5 Supplier Contact details

7.6.6 The detailed compliant

7 CONFIDENTIALITY

7.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

7.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial response and Specific goals response.

8.2 Bidders are required to package their response/Bid as follows:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and Specific Goals

Volume 2 should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelop 2/package 2.

- 8.3 Bidders must submit 1 original response and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.
- 8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.
- 8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.
- 8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.
- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for

in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.

- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in [this RFP](#), and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions,

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alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of contract negotiations processes with the preferred bidder.**

9 RFP TIMETABLE

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum.

RFP PROCESS	MILESTONE DATES
Bid issue date	15 November 2023
Briefing Session for Bidders	23 November 2023@11:00am
Closing date for Questions	30 November 2023
Closing date for Responses	05 December 2023
Closing Date for Submission of final Bid	14 December 2023
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above. Bidders will be informed of any amendments to the timeline through the issue of briefing notes.

10 LEGAL COMPLIANCE

Bidders should ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Bidder to provide additional documents which may have not been submitted.

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The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.

12 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 12 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

For this purpose, the attached SBD 1 marked Annexure..... must be completed and submitted as an essential returnable document by the closing date and time of the bid.

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New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin:_____.

13 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1. INTRODUCTION

PRASA CRES is a Division of the Passenger Rail Agency of South Africa (PRASA), and the Real Estate Asset Management (REAM) Head Office Section is responsible for the management of the PRASA utilities portfolio nationally. It is important to note that utilities and property rates is the second highest cost driver in PRASA CRES (Corporate Real Estate Solutions). The purpose of this project is to enhance the financial position of PRASA CRES by reducing utilities and property rates expenditure and increase the recoveries from PRASA CRES tenants. Another objective of this project is to promote efficiency and effectiveness in utilities management.

2. BACKGROUND INFORMATION

2.1 STATUS QUO

PRASA CRES, as owner of the Utilities Management (UM) function, is looking to ensure that its UM operation is effective, efficient and optimal in order to ensure a high level of service delivery to both its internal and external asset user base. PRASA CRES further needs to ensure continuity of supply and optimal cost & recovery management as part of the UM process. It is in this light that an integrated end-to-end solution with regards to UM is required.

An assessment of the current UM operation by a private consultant in 2013 brought to light concerns and shortcomings that are directly compromising PRASA CRES's mandate to ensure optimal cost and recovery management pertaining to utilities. The analysis of the utilities specialist concluded that PRASA CRES does not manage utilities optimally which is resulting in wasteful expenditure due to the lack of appropriate systems, structural deficiencies and the shortage of the required utilities management skills and expertise internally.

In view of the above-mentioned PRASA CRES management, decided to implement the recommendation of the utilities consultant to source a capable Service Provider (SP) to supply Utilities Management and Administration services for a period of 3 years. This as a strategy to ensure the effective and efficient management of utilities and to enhance utilities recoveries from tenants and to reduce the utilities expenditure.

Therefore, the objective of this "Request for Proposal" is to source a capable and competent service provider to supply end to end utilities management and administration functions for PRASA CRES nationally, also ensuring the required skills transfer.

2.2 PROBLEM STATEMENT

PRASA CRES does not have the required capacity, expertise or a utilities management system in place to manage utilities effectively and efficiently. PRASA CRES's current UM operational input falls short due to the following:

- Inefficient operational structure.
- Non-optimal process implementation.
- Incapable systems.
- Non-availability and/or capacity of UM skills and expertise.
- Non-optimal expenditure management due to:
 - No integrated accounts verification process.
 - Lack of UM administration expertise.
 - No fit-for-purpose system with tariff validation and optimisation capability.
 - Non-due-date driven payment cycle.
 - No benchmarking for easy deviation and exception red flagging.
 - Incorrect allocation of costs; and
 - No formal query management system or process.
- Limited visibility and reporting capability.
- Disconnections of supplies.
- No optimum utilities management, which entails the consolidation of expenditure and recoveries.
- Continuity of supply is seriously jeopardised.
- Non-optimal expenditure management and verification.
- Unknown liabilities and risk management.
- Lack of metering for expenditure validation.
- Insecure expenditure and recovery management; and
- Under-recovery of utility charges from external users or allocation to internal users.

The impact as a result of the above concerns include:

- Frequent disconnection of supplies.
- Penalty charges due to late payments.
- Non-optimal tariff application.
- Potential overcharged accounts or undercharged liabilities and back-charges; and
- Liability build-up due to irregular account processing and payment adding to potential cash flow constraints.

The PRASA utilities expenditure is currently very high, and tariffs will surely continue to increase on an annual basis. The proper management of utilities (utilities expenditure and recoveries management) is of great importance to PRASA therefore, sourcing the services of a competent Service Provider to supply end to end management of the utilities management function is a strategic decision to enhance the financial position of PRASA.

3. OBJECTIVE OF THE PROPOSED PROJECT

The primary objective of this project is as follows:

- To secure a professional service provider that will ensure the effective and efficient end to end management of the utilities function within CRES.
- To reduce or limit the PRASA utilities expenditure.
- To optimise the utilities recoveries from tenants and property developers.
- To ensure that PRASA CRES internal systems and capacity is developed; and
- To develop a model for optimum utilities management as it is necessary to integrate utilities expenditure and recoveries.

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The primary objective of this proposal is to source a service provider to supply end to end utilities management and administration services, which will include Automated Metering services that will ensure the following:

- Continuity of supply.
- Mitigation of wasteful and fruitless expenditure.
- Pay only what was utilised.
- Ensure correct and optimal tariffs applied (audit of current accounts).
- Channel for challenging charges raised (if need be).
- Identification of utility users.
- Optimal recovery terms and recovery methodology.
- Regular and accurate recovery / cost allocation of utility usage.
- Utilisation of SP's Utilities Management System (UMS) (System to be provided by the SP and PRASA CRES will not purchase or take ownership of the UMS).
- Visibility on utilities system.
- Extensive Management reporting; and
- Skills transfer

3.2 PROJECT BENEFITS TO PRASA

The following benefits will accrue to PRASA as a result of the sourcing of a capable Utilities Management and Administration Service Provider:

- The project will enhance the financial position of PRASA due to correct and reduced expenditure and improved utilities recoveries.
- Capacity building, transfer of expertise to empower internal PRASA CRES staff; and
- Effective and efficient utilities administration.

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

As stated PRASA CRES appointed a utilities consultant in 2013 as to analyse the utilities management function and to make recommendations on how to improve the function within the company. The obvious reason for the appointment of the consultant was to provide advice on mechanisms that would decrease/limit utilities expenditure and increase utilities recoveries from tenants. However, due to limited budget only automated meter reading was implemented. As a further phase to improve the management of the utilities function it was decided to implement further recommendations of the utilities consultant by sourcing an appropriate service provider for end-to-end management and administration of the utilities function as a strategy to enhance the utilities function within the company.

4. SCOPE OF WORKS AND AREAS OF FOCUS

The scope of the Service Provider will include the Automated Metering Services and Account Audits in respect of all the PRASA CRES Stations and related properties which includes Industrial, Retail, Commercial, Mixed-Use Property, Property Developments and Construction Sites nationally.

There are 4 633 land assets in the PRASA CRES Asset Register (Interland) and in addition PRASA CRES is paying property rates for Transnet properties which are being utilized by PRASA (approximately 817 properties). In terms of water it is estimated that there should be at least 590 accounts, as each station must have at least one account for water and one for electricity.

However, on the PRASA CRES Asset Register the following accounts have been captured till date:

- Property Rates Accounts: 1 876.
- Water Accounts: 999.
- Sewer Accounts: 760.
- Electricity accounts: 662; and
- Gas Accounts 3 and 84 Waste Management/Refuse Accounts.

The PRASA CRES Automated Meter Portfolio is nationally currently consisting of the following:

- Electricity Credit Meters: 278.
- Electricity Pre-paid Meters: 1 062
- Water Pre-paid Meters: 29.
- Conventional Water Meters: 408; and
- Conventional Electricity Meters (Park Station and Lyttelton Commercial Park): 41.

4.1 SCOPE OF THE DESIRED SOLUTION

The purpose is to source a Service Provider (SP) to provide an effective and efficient Utilities Management and Administration function to PRASA CRES. The scope will include:

- Automated metering management services: Reading, billing, reporting together with the required Vending System for pre-paid electricity and water meters.
- Automated metering technical services (new installations and replacement of meters and related equipment). This service also entails the On-Site inspection and reporting on non-billing/faulty, non-functional meters on request of PRASA CRES, located within a radius of 50km of the main Stations. This includes non-billing electricity credit meters, pre-paid electricity/water meters as well as conventional water meters. PRASA CRES have approximately 405 non-functional meters that requires on-site inspection and reporting regarding the corrective action that must be implemented.
- The SP must have a capable Utilities Management System (UMS) as it's a necessary tool for efficient and effective utilities management and administration. PRASA CRES is not procuring an UMS. The UMS ownership will remain with the SP.
- Configuration and implementation of the UMS as per PRASA CRES'S requirements.
- Retrieval of all Municipal/Eskom/Rand Water invoices on a monthly basis.
- Audit of Municipal/Eskom/Rand Water accounts and data to ensure all data captured on the UMS is correct. The goal with account audits is to ensure that PRASA CRES only pays for consumption utilised. It is envisaged that the account audits will result in the limitation/reduction of the utilities expenditure.
- Monthly verification of accounts/invoices for correctness, assessment of huge variances.
- Liaison with utilities service providers (Municipalities/Eskom/Rand Water) to address incorrect invoices (including billings, calculations, tariff structures, meter sizes, meter numbers, consumption, property descriptions, account names and addresses).
- Ensuring correct tariff is charged; and
- The in-office and on-site verification of accounts and meters.
- Water Leak Detection and Reporting Service. This service would be used "as and when" required by PRASA CRES. There are various technologies being utilised in this regard. For instance, ultrasound (audio), gas location, data logging, thermal imaging, high pressure jetting and CCTV camera technology.

4.2 REQUIRED PROFESSIONAL SERVICES

The appointed company will be required to provide the following professional services to PRASA CRES:

- Expenditure management and administration (utilities account audits).
- Recoveries management and administration (automated metering).
- Automated Metering Portfolio Management; and
- Water leaking detection services and reporting.

4.3 TARGETED AREA BY THIS PROJECT

The target/objective of this project is to improve the financial position of PRASA CRES and to ensure the effective and efficient management and administration of utilities.

4.4 PRASA'S RESPONSIBILITIES

The Consultant's to be provided with:

- PRASA property portfolio data per Region.
- Tenant Register per Region and Station.
- Accounts Register.
- Consumption Register.
- Detailed automated metering data per Region, Station, tenant, meter, consumption and the applicable tariff structures.
- Reporting template; and
- Tenant invoicing template.

4.5 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

PRASA CRES needs to reduce its utilities expenditure and improve the recoveries that is payable by the tenants. The objective is to ensure that the utilities portfolio is managed optimally, effectively and efficiently. The desired outcome is to source an UM SP to provide end to end utilities management services that includes automated metering that would enable PRASA to achieve this objective.

PRASA CRES has various Stations nationally and the service provider would be expected to attend to the utilities management function within five Regions. Each Region is receiving utilities supplies from different municipalities and other service providers. The relevant Regions with its suppliers are stipulated below:

- **Northern Gauteng Region (NGR): Pretoria and surrounded areas.**

NGR Municipal Service providers:

1	City of Tshwane	11	Mokopane Municipality
2	Department of Public Works	12	Molemole Municipality
3	Eskom Holdings	13	Musina Municipality
4	Highlands Municipality	14	Nkomazi Municipality
5	Lekwa -Teemane	15	Polokwane Municipality
6	Mafikeng Local Municipality	16	Ramotshere Municipality
7	Makhado Municipality	17	Rand Water
8	Maruleng Municipality	18	Soekmekaar Municipality
9	Mbombela Local Municipality	19	Transnet Limited
10	Middelburg Municipality	20	Modimolle-Mookgophong

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		Municipality
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- **Southern Gauteng Region (SGR): Johannesburg and surrounded areas.**

SGR Municipal Service providers:

1	City of Johannesburg
2	Ekurhuleni Municipality
3	Eskom Holdings
4	Rand Water
5	Rand West Municipality
6	Mogale City
7	Emfuleni Municipality
8	Sol Plaatje Municipality

- **Kwazulu-Natal Region (KZN): Durban and surrounded areas.**

KZN Municipal Service providers:

1	Ethekwini Municipality
2	Umdoni Municipality
3	Eskom
4	Siza Water
5	Kwadukuza Municipality
6	Ilembe Municipality
7	Ugu District Municipality

- **Western Cape Region (WCR): Cape Town and surrounded areas.**

WCR Municipal Service providers:

1	Beaufort West Municipality
2	Breede Valley Municipality
3	Eskom Holdings
4	City of Cape Town
5	Transnet Freight Rail
6	Colliers Property and Facilities Management (Pty) Ltd
7	Conroy
8	Drakenstein Municipality

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9	Helderberg Municipality
10	Laingsburg Municipality
11	Oosternberg Municipality
12	South Peninsula Municipality
13	Stellenbosch Municipality
14	Swartland Municipality
15	Tygerberg Municipality
16	Witzenberg Municipality

- **Eastern Cape Region (ECR): East London and Port Elizabeth**

ECR Municipal Service providers:

1	Transnet Freight Rail:
2	Transnet Property
3	Buffalo City Metropolitan Municipality
4	Nelson Mandela Bay Municipality

4.5.1 LIST OF STATIONS IN THE NORTHERN GAUTENG REGION

	Station Name		Station Name
1	Akasiaboom	20	Pinedene
2	Atteridgeville	21	Pretoria
3	Belle Ombre	22	Pretoria North
4	Cor Delfos	23	Pretoria West
5	De Wildt	24	Rissik
6	Denneboom	25	Rosslyn
7	Eerste Fabrieke	26	Saulsville
8	Gezina	27	Silverton
9	Hercules	28	Soekmekaar
10	Hoedspruit	29	Sportpark
11	Irene	30	Tallardshoop
12	Kloofsig	31	Centurion

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	Station Name		Station Name
13	Koedoespoort	32	Walker Street
14	Lebaleng	33	Waltloo
15	Mabopane	34	Winternest
16	Malelane	35	Wolmerton
17	Medunsa	36	Wonderboom
18	Mitchell Street	37	Greenview
19	Piensaarspoort	38	Christiana

4.5.2 LIST OF STATIONS IN THE SOUTHERN GAUTENG

	Station Name		Station Name
1	Alberton	46	Krugersdorp
2	Anglers	47	Kutalo
3	Benoni	48	Langlaagte
4	Birchleigh	49	Lanwen
5	Bloemfontein	50	Lenz
6	Boksburg	51	Leralla
7	Boksburg East	52	Limindlela
8	Bosmont	53	Lindela
9	Braamfontein	54	Longdale
10	Brakpan	55	Luipaardsvlei
11	Cleveland	56	Maraisburg
12	Croesus	57	Mayfair
13	Crown	58	Merafe
14	Daveyton	59	Midway
15	Delmore	60	Mlamlankunzi
16	Denver	61	Naledi

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	Station Name		Station Name
17	Doornfontein	62	Nancefield
18	Driehoek	63	New Canada
19	Dube	64	New Era
20	Dunswart	65	Northmead
21	Elandsfontein	66	Oakmoor
22	Ellis Park	67	Olifantsfontein
23	Elsburg	68	East Rand Station
24	Florida	69	Orlando
25	Geldenhuis	70	Pfefeni
26	George Goch	71	Phomolong
27	Georgina	72	President
28	Germiston	73	Princess
29	Gosforth Park	74	Randfontein
30	Hamberg	75	Ravensklip
31	Hartswater	76	Refinery
32	Horison	77	Residensia
33	Ikwezi	78	Robinson
34	India	79	Roodepoort
35	Inhlazane	80	Springs
36	Isando	81	Witpoortjie
37	Jeppe	82	Tembisa
38	Johannesburg	83	Tooronga
39	Kaalfontein	84	Tshiawelo
40	Kaserne West	85	Unified
41	Katlehong	86	Van Rhyn

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	Station Name		Station Name
42	Kempton Park	87	Village
43	Kimberley	88	Wadeville
44	Kliptown	89	West Rand
45	Knights	90	Park Station

4.5.3 LIST OF STATIONS IN THE KWAZULU-NATAL REGION

	Station Name		Station Name
1	Amanzimtoti	25	Northdene
2	Avoca	26	Park Rynie
3	Bayview	27	Pelgrim
4	Bellair	28	Pinetown
5	Berea Road	29	Poet's Corner
6	Cavendish	30	Red Hill
7	Congela	31	Renishaw
8	Crossmoor	32	Reunion
9	Dalbridge	33	Rosburgh
10	Doonside	34	Sarnia
11	Duff's Road	35	Scottburgh
12	Durban	36	Sea View
13	Escombe	37	Springfield Flats
14	Greenwood Park	38	Tembalihle
15	Havenside	39	Umbilo
16	Hillary	40	Umbogintwini
17	Illove Beach	41	Umgeni

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	Station Name		Station Name
18	Isipingo	42	Umkomaas
19	Kelso	43	Umlazi
20	King's Rest	44	Warner Beach
21	Kwa Mashu	45	Westcliff
22	Malvern	46	Winklespruit
23	Merebank	47	Zwelethu
24	Montclair		

4.5.4 LIST OF STATIONS IN THE WESTERN CAPE REGION

	Station Name		Station Name
1	Athlone	39	Matjiesfontein
2	Belhar	40	Meltonrose
3	Bellville	41	Mitchell's Plain
4	Blackheath	42	Mowbray
5	Bonteheuwel	43	Muizenberg
6	Brackenfell	44	Mutual
7	Cape Town	45	Nonkqubela
8	Claremont	46	Newlands
9	Crawford	47	Nyanga
10	Dal Josafat	48	Observatory
11	Dieprivier	49	Ottery
12	Du Toit	50	Paarl
13	Eersterivier	51	Parow
14	Eikenfontein	52	Philippi
15	Elsiesrivier	53	Pinelands
16	Esplanade	54	Plumstead
17	Faure	55	Retreat
18	Firgrove	56	Rondebosch
19	Glencairn	57	Rosebank
20	Goodwood	58	Simonstown
21	Heathfield	59	Somerset West
22	Heideveld	60	Southfield
23	Huguenot	61	Salt River
24	Hutchinson	62	St James
25	Kalkbaai	63	Steenberg
26	Kapteinsklip	64	Stellenbosch
27	Kenilworth	65	Strand
28	Khayelitsha	66	Thornton

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	Station Name		Station Name
29	Klapmuts	67	Tygerberg
30	Koebergweg	68	Van Der Stel
31	Koelenhof	69	Vasco
32	Kraaifontein	70	Fish Hoek
33	Kuilsrivier	71	Vlottenburg
34	Langa	72	Wellington
35	Lansdowne	73	Witteboom
36	Lentegeur	74	Woodstock
37	Lynedoch	75	Wynberg
38	Maitland	76	Ysterplaat

4.5.5 LIST OF STATIONS IN THE EASTERN CAPE REGION

	Station Name		Station Name
1	ALICEDALE	23	FORT JACKSON
2	ALOES	24	HIGHGATE
3	BLANEY	25	HORSESHOE
4	COOKHOUSE	26	LONETREE
5	KING WILLIAMS TOWN	27	MDANTSANE
6	MOLTENO	28	MOUNT RUTH
7	ARNOLDTON	29	MTSOTSO
8	BERLIN	30	NEW BRIGHTON
9	BURGERSDORP	31	NORTH END
10	CAMBRIDGE	32	PANMURE
11	CATHCART	33	PERSEVERANCE (PRESERVERANCE)
12	CHISELHURST	34	PORT ELIZABETH
13	CRADOCK	35	QUEENSTOWN
14	CUYLER MANOR	36	REDHOUSE
15	DAWN	37	ROSMEAD
16	DE MIST	38	SOUTHERNWOOD
17	DESPATCH	39	STERKSTROOM
18	EAST LONDON	40	STUTTERHEIM
19	EGERTON	41	SWARTKOPS
20	ALICEDALE	42	SYDENHAM
21	ALOES	43	UITENHAGE
22	BLANEY	44	VINCENT
		45	WILSONIA

4.7 MEASUREMENTS AND PAYMENT

The appointed service provider will be notified of an SLA during appointment.

4.8 FORM OF CONTRACT

The standard PRASA Contract together with a Service Level Agreement.

4.9 OTHER RELATED PROJECTS

PRASA Cres has since 2018 had service providers that provided the automated metering function that is now part and partial of this new tender process and will be included in the new Contract. No other projects are related to this Utilities Management Contract.

5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1 ACCOUNT AUDITS

The successful Respondent is expected to provide the following account audit functions and services:

- Accounts retrieval from service providers as per the PRASA CRES account register.
- Capturing of the verified and correct municipal accounts/invoices on the utilities management system acquired as part of the project.
- Analyse and validate the accounts for correctness. The correctness of the following data must be verified:
 - Account Number.
 - Account name.
 - Account address.
 - Property description.
 - Group Account Number.
 - Account/invoice financial calculations.
 - Tariff structures being applied.
 - Meter Numbers.
 - Consumption;
 - Utility supply and meter sizes; and
 - Pay only what was utilised.
- In-office and on-site verification of accounts, meters and supplies.
- End user verification of utilities supplies. It is of great importance that PRASA is the only user of all electricity and water supplies.
- Monthly verification of invoices, assessment of huge variances.
- Investigate optimisation opportunities as to reduce the utilities expenditure. For instance, the downgrade of the size of an electrical connection could result in reduced demand charges. The change in tariff structure could also reduce the cost relating to an account.
- Monthly account optimisation reporting.
- Address incorrect accounts (billings, consumption, tariff structures and meter numbers etc.) with the relevant municipality or service provider. All incorrect invoices/accounts must be corrected with the relevant service provider.
- Monthly exception reporting.
- Extensive monthly reporting on account audits (per account, Station, complex depot, business development, property units, region and service provider). Reporting should include progress on the correction of account data.
- Ensure that the account register is kept up to date.

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- The account data (including financials and consumption) must be captured on the UMS on a monthly basis.
- It is important to note that the respondent would be responsible to undertake physical site visits to investigate and analyse the electricity and water supplies and infrastructure to ensure the account information is indeed correct. Keeping in mind there should be an electricity and water account for each PRASA Station, complex, depot and commercial development. The objective is to make sure that the meter numbers and supply sizes indicated on the invoices are indeed correct and that the supplies are exclusively for PRASA owned facilities to reduce utilities expenditure.
- All amendment of accounts/invoices, meter numbers and tariff structures must be captured on the utilities management system; and
- To install check meters where required as to validate the municipal billings as well as to consolidate the water and electricity expenditure per Station or complex.

5.2 AUTOMATED METERING SERVICES (UTILITIES MANAGEMENT RECOVERIES)

The appointed service provider would be responsible to provide the following sub-metering functions to PRASA CRES:

- The allocation of electricity and water meters to units.
- Allocation of promulgated tariffs to users.
- Accumulation of monthly meter readings (automated metering data).
- Accumulation of meter readings in respect of conventional water and electricity meters on a monthly basis.
- Calculate the billing charges.
- Import the billings into the utilities management system.
- Provide PRASA CRES with the electricity and water invoices for each tenant for billing purposes. Each invoice must contain the name and particulars of the service provider together with the PRASA emblem.
- The billings/invoices must be received by PRASA CRES on or before the 7th of each month.
- Extensive monthly financial reporting per Region, Station, unit, tenant and meter number. The report should also include the PRASA CRES lease number, property reference number, tenant reference number and be available in Microsoft Excel format.
- Performance reporting and forecasting per Region and nationally.
- Monthly pre-paid sales report per Region, Station, unit, tenant and meter number.
- Identify, address and report exceptions.
- Maintaining and updating a tariff database of all Suppliers and related utilities to ensure that up-to-date tariffs are used for recovery purposes.
- The accumulation and verification of monthly meter readings for billing purposes and control.
- Vending services and facilities for the Pre-paid Electricity and Water meters together with a direct portal online service.
- The tenant must be able to buy pre-paid electricity or water at the money markets including Checkers, Pick and Pay, Spar and service stations.

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- The pre-paid meter sales must be paid over to PRASA CRES on or before the 7th of each month.
- Collect, process, monitor and publish consumption and profile data on a web/consumer application/internet-based platform on a daily basis.
- Perform meter data analytics to identify areas with high water/electricity losses and/or leakage, slowing meters, inaccurate meters, zone boundary breaches, consumer meter by-pass, theft and/or water/electricity use inefficiencies.
- Produce reports on all problematic meters with suitable recommendations. This implies that the SP needs to do on-site verification of faulty meters and the inspection of meters on PRASA's request.
- Provide, support, operate and maintain the Automated Meter Reading (AMR) system; and
- The service provider must have a helpdesk available on weekdays from 08:00 to 17:00 to assist PRASA CRES or tenants with any meter, account and vending queries.
- **It is important to note that the above-mentioned services are in respect of at least the following utility meter types:**
 - Automated Smart Electricity Credit Meters.
 - Pre-paid Electricity Meters.
 - Pre-paid Water Meters; and
 - Conventional Water Meters.

5.3 AUTOMATED METERING TECHNICAL SERVICES

The service provider is expected to provide PRASA CRES with the following technical services and support:

- To supply, install/replace and commission Single-Phase Electricity Credit Smart Meters (remote readable meters) when requested.
- To supply, install/replace and commission Three Phase Electricity Credit Smart Meters (remote readable meters) on request of PRASA CRES.
- To supply, install/replace and commission Single Phase Pre-Paid Electricity Meters (PLC) when requested.
- To supply, install and commission Three Phase Pre-Paid Electricity Meters (PLC) when requested.
- To supply, install /replace Electricity Credit Meter Modems when requested.
- The installation/replacement of Electricity Credit Smart Meters Sim Cards.
- Supplying, installation/replacement/commissioning of Electricity Pre-Paid Meter Keypads (customer user interfaces) (PLC) on request.
- Installation or replacement of meter antennas to ensure effective communication with the Utilities Management System/Automated Meter Reading (AMR) system of the service provider.

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- Supplying, installation, replacement and commissioning of Water Pre-Paid Meters
- Keypads (customer user interfaces). Also known as Water Management Devices (WMD).
- Supplying, installation or replacement of Conventional Water Meters.
- Supplying, installation/replacement and commissioning of Remote-Readable Water Smart Meters (Ultrasonic water meters).
- Supply, install and commission Internet of Things (IoT) Retrofittable communicating devices for existing conventional water meters. This is to enable the remote reading and management of already installed water meters.
- Supplying, installation or replacement of check meters (water and electricity).
- Completion of the PRASA CRES Meter Installation Certificate Templates in respect of each new meter installation for Capitalization purposes.
- The On-Site inspection and reporting on non-billing/faulty, non-functional meters on request of PRASA CRES, located within a radius of 50km of the main Stations. This includes non-billing electricity credit meters, pre-paid electricity/water meters as well as conventional water meters. PRASA CRES have approximately 405 non-functional meters that requires on-site inspection and reporting regarding the corrective action that must be implemented.
- The service provider must manage, administrate, and implement the Token Identifier (TID) Rollover in respect of all PRASA Electricity Pre-paid and Water Meters (approximately 1 124 meters) in terms of the Standard Transfer Specification Association Code of Practice STS402-1. This is to ensure that all PRASA pre-paid meters will be active and functional by 24 November 2024; and
- The Reconfiguration of all PRASA automated electricity credit meter modems and sim cards to the new APN (Access Point Name) of the service provider. PRASA has approximately 278 credit meters that must be read remotely.

5.4 WATER LEAK DETECTION AND REPORTING SERVICE

- This service would be used “as and when” required by PRASA CRES. There are various technologies being utilised in this regard. For instance, ultrasound (audio), gas location, data logging, thermal imaging, high pressure jetting and CCTV camera technology.
- The UMS/invoice could indicate the abnormal increase in the water consumption/billing in respect of a PRASA Station, Complex, Commercial/Industrial Development, Office Block, or any other PRASA CRES related infrastructure that must be addressed.
- It is expected that the respondent be able to attend to the water leak detection function as and when requested by PRASA CRES and using the appropriate technologies.
- Once the on-site investigations are completed, must the respondent provide PRASA CRES with a comprehensive report regarding the water leakage, including indicating the precise location of the leakage together with a recommendation of what is required to correct the leakage.
- The clear objective with this function is to locate and correct leaking PRASA CRES water infrastructure, which will result in a reduction in the utilities expenditure.

5.5 COMPREHENSIVE UTILITIES MANAGEMENT AND ADMINISTRATION TRAINING

Utilities Management System (UMS) training. Staff must be able to use the UMS independently.

- Comprehensive Utilities Management and Administration training. Including account analysis, tariff structures, consumption, account costing analysis. Methods to decrease utilities expenditure.
- The installation and on-site testing of smart electricity credit meters and pre-paid electricity meters.
- The installation and on-site testing of pre-paid water and conventional water meters; and
- Training of PRASA staff relating to the technical functionalities of pre-paid vending services.

5.6 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

5.6.1 KEY PROFESSIONAL STAFF

Experience key professional staff in relation to the scope of work – Professional Services:

5.6.1.1 Team Leader: Electrician

The desired minimum qualification for the Project Manager / Team Leader is as follows:

- Valid Trade test certificate.

5.6.1.2 Plumber

The desired minimum qualification for the Project Manager / Team Leader is as follows:

- Valid Trade test certificate.

6 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

- The service provider must have an effective and efficient Utilities Management System (UMS) that is a requirement for optimum end-to end utilities management.
- The UMS of the service provider must perform at least the following functions: (1) Expenditure Management, (2) Recoveries Management (including automated metering and billing), (3) Energy Management (energy and water optimisation), and (4) Data Management and Reporting.
- PRASA is implementing the SAP ERP architecture and it is essential that the billing management systems is integrated into the SAP Real Estate Module.
- The system must support the appropriate metering technologies spanning a wide range of Original Equipment Manufacturers (OEM).
- Support of meter data management and vending for electrical power and water utilities across both STS and AMI equipment (prepaid and online meters).
- The current information architecture and system integrity will not be compromised in any format, similar or better than the current systems.

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- The system will operate in the same, auditable online environment that is already integrated with existing and matured electronic and retail purchase and vending channels on a national basis, including: Online Credit Card, Bank Cash Deposit and EFT, and retails Points of Sale such as BP, SASOL, SPAR, Pick 'n Pay, SHOPRITE, Seven Eleven, Caltex, ENGEN, TOTAL, etc.
- An end-to-end solution is required such that transactions and vending are reflected and completed in “real-time”, without batch processing, within a single relational database.
- End-to-end transparency is a pre-requirement, such that consumers are able to access the detail of their utility metering accounts and that authorised PRASA CRES staff must be able to access the system using any standard Web Browser within the PRASA ICT Architecture.
- Every effort should be made to incorporate SMME firms to enhance the economic growth in the SMME sector, job creation and the stimulation of local economic development.
- Tenderers must observe the current billing and metering management process being undertaken by an existing service provider and must take the process over; and
- In all cases the current applicable ESKOM tariffs and Local Authorities' guidelines regarding the supply of water will apply; and
- The UMS data produced by this project must also be stored on the PRASA CRES server and be accessible at any point in time.

6.1 UTILITIES MANAGEMENT SYSTEM FUNCTIONALITIES

The UMS should be able to Provide PRASA CRES with the following functionalities:

- The UMS must have the capacity to manage the PRASA CRES utilities in terms of account data including the monthly costs, tariff structures, consumption, demand charges and payment dates must be captured on the system for controlling purposes and be visible to PRASA CRES staff. The system would be the basis of the end to end utilities solution that PRASA CRES is aiming for.
- The UMS must provide PRASA with an end to end utilities management solution and contain at least the following functions;
 - Expenditure Management (including billing).
 - Recoveries Management (including automated metering and billing).
 - Consolidation of utilities expenditure and recoveries per Station, tenant, complex, business development and unit.
 - Energy Management (energy and water optimisation); and
 - Comprehensive Reporting on a monthly basis

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- Automated account verification and validation of the following account/invoice data on a monthly basis:
 - Account Number.
 - Account Name.
 - Account Address.
 - Invoice received and date of payments.
 - Property description.
 - Payment dates.
 - Group Account Number.
 - Meter Number.
 - Consumption figures. (including peak, off- peak and standard figures) in respect of the electricity accounts.
 - Number of billing days and reading dates.
 - Deposit paid.
 - Balances brought forward.
 - Interest charges.
 - Tariff structures and names.
 - Electricity demand charges for electricity.
 - Size of utility connection: and
 - Account calculations.
- The UMS must be adaptable to the PRASA functional and operation environment. Keeping in mind that various PRASA Stations have more than one electricity and water billing and meter. Various Station are also situated on more than one property.
- The UMS must be able to provide extensive management reports per utility, Station, account, complex, facility, business development, unit, Region and service provider. Cost and consumption comparisons between different PRASA facilities must be possible.
- Utility accounts must be linked to Stations, Regions, complexes, business developments and units. Each Station, Region, complex, facility and unit must be viewed as a cost centre and report on in accordance.
- The UMS must make provision for the download of the data for external use and reporting. The download of data in MS Excel format is recommendable.
- The UMS must have a backup system for the protection of the data.
- Monthly and accurate recovery / cost allocation of utility usage per utility, Station, facility, complex and unit.
- Consumption Register must be part and partial of the UMS.
- Data base of service provider tariffs being applied.
- Accounts Register.
- Exception reporting.
- Extensive management reporting.
- Account consumption and consumption analysis.
- The SAP Finance module is being used and the SAP Real Estate module is being implemented by PRASA. The UMS should be able to have the ability to be linked with these modules.

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- Capturing of verified and correct municipal accounts on the utilities management system is part and partial of the project.
- Provide PRASA CRES with visibility ("in real time") of all account statuses. The relevant PRASA staff must have visibility and access to the UMS.
- Account documentation and transaction history must be available to PRASA CRES; and
- The UMS must be able to bill the PRASA CRES tenants for water and electricity expenditure (utilities recoveries).

6.2 THE REQUIRED METER SPECIFICATIONS PER METER TYPE

The required meter specifications are described in the section below.

6.2.1 SINGLE PHASE SMART CREDIT ELECTRICITY METER (REMOTE READABLE) SPECIFICATIONS

This specification applies to single phase bulk BS (British Standard) mounting Single Phase Commercial and Industrial Meters for direct connection, measurement of alternating current electrical energy consumption at a nominal frequency of 50 Hz.

- General Specification:
 - Voltage ratings: Nominal voltage between 60V and 230VAC (Voltage Alternating Current)
 - Supply frequency: 50Hz.
 - Current ratings (Ib): Base current – 1-10A; and
 - Max current (I_{MAX}): 100A
- Measurement:
 - True four quadrant measurements of kilowatt-hours delivered or received as well as kilowatt-hours leading and lagging for power delivered or received.
 - Active, reactive and apparent energy in both import and export mode.
 - Phase voltage and currents in individual phases and a sum up of the same.
 - Apparent, active and reactive power.
 - Power factor.
 - Frequency; and
 - Phasor angles.
- Accuracy: Class 0.5.
- Connection Types: Direct connection.
- Tariffs: Meter shall allow for programmable TOU (Time of Use).
- Load Profiles: At least 8 channels.
- End of Billing Data: 18 months.
- Communication: Allow for GPRS (General Packet Radio Service) internal or external plugin module.
- Meter must be provided together with a SABS approved PVC Type quality meter box.
- The meter must be compatible for use on the utilities management system of the service provider.
- Product life: Expectancy should be at least 15 years.

- Product warranty: 12 months from date of installation.
- The following National and International specifications apply:
 - SANS 1524-1(2014): Electricity payment systems – Part 1: Payment meters.
 - SANS 1799 (2015): Watt-hour meters – AC electronic meters for active energy.
 - SANS/IEC 62053-21(2003): Electricity metering equipment (ac.) – Particular Requirements - Part 21: Static meters for active energy (class 1).
 - SANS/IEC 62055-41: 1st Ed, (2007) Electricity Metering Payment Systems, Part 41 - Standard Transfer Specification (STS) – Application Layer protocol for one-way token carrier systems.
 - SANS/IEC 62055-51: 1st Ed, (2007) Electricity Metering Payment Systems, Part 51 - Standard Transfer Specification (STS) - Physical Layer Protocol for one-way numeric and magnetic card token carriers.
 - SANS/IEC 62055-52: Ed 1, (2009) Electricity Metering Payment Systems, Part 52 - Standard Transfer Specification (STS) - Physical Layer Protocol for a two-way virtual token carrier for direct local connection.
 - SANS 473(2017): Automated meter reading for large power users; and
 - SANS 474(2009): Code of practice for electricity metering.

6.2.2 THREE PHASE SMART CREDIT ELECTRICITY METER (REMOTE READABLE) SPECIFICATIONS

This specification applies to three-phase bulk BS (British Standard) mounting, Three Phase Commercial and Industrial Meters for CT (current transformer), measurement of alternating current electrical energy consumption at a nominal frequency of 50 Hz.

- General Specification:
 - Voltage ratings: Nominal voltage between 60/100V and 230/400VAC (Voltage Alternating Current)
 - Supply frequency: 50Hz.
 - Current ratings (Ib): Base current – 1-10A.
 - Max current (I_{MAX}): 100A and above.
- Measurement:
 - True four quadrant measurements of kilowatt-hours delivered or received as well as kilowatt-hours leading and lagging for power delivered or received.
 - Active, reactive and apparent energy in both import and export mode.
 - Phase voltage and currents in individual phases and a sum up of the same.
 - Apparent, active and reactive power.
 - True RMS (Root Mean Square) voltage (3 phase).
 - True RMS current (3 phase).
 - Power factor.
 - Frequency.
 - Phasor angles.
- Accuracy: Class 0.5.
- Connection Types: Direct connection. CT (Current Transformer) and VT (Voltage Transformer) connection, 3 or 4 wires.

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- Tariffs: Meter shall allow for programmable TOU (Time of Use).
- Load Profiles: At least 8 channels.
- End of Billing Data: 18 months.
- Communication: Allow for GPRS (General Packet Radio Service) internal or external plugin module.
- Meter must be provided together with a SABS approved PVC Type quality meter box.
- The meter must be compatible for use on the utilities management system of the service provider.
- Product life: Expectancy should be at least 15 years.
- Product warranty: 12 months from date of installation.
- The following National and International specifications apply:
 - SANS 1524-1(2014): Electricity payment systems – Part 1: Payment meters.
 - SANS 1799 (2015): Watt-hour meters – AC electronic meters for active energy.
 - SANS/IEC 62053-21(2003): Electricity metering equipment (ac) – Particular Requirements - Part 21: Static meters for active energy (class 1).
 - SANS/IEC 62055-41: 1st Ed, (2007) Electricity Metering Payment Systems, Part 41 - Standard Transfer Specification (STS) – Application Layer protocol for one-way token carrier systems.
 - SANS/IEC 62055-51: 1st Ed, (2007) Electricity Metering Payment Systems, Part 51 - Standard Transfer Specification (STS) - Physical Layer Protocol for one-way numeric and magnetic card token carriers.
 - SANS/IEC 62055-52: Ed 1, (2009) Electricity Metering Payment Systems, Part 52 - Standard Transfer Specification (STS) - Physical Layer Protocol for a two-way virtual token carrier for direct local connection.
 - SANS 473(2017): Automated meter reading for large power users.
 - SANS 474(2009): Code of practice for electricity metering.

6.2.3 ELECTRICITY SINGLE PHASE SPLIT PLC (POWER LINE CARRIER) PRE-PAID METER SPECIFICATIONS

Single-phase, 100Amp, multi-frequency split prepayment meter - din rail mounting static watt-hour meters for active energy using Power Line Carrier as the medium of communication between the MCU (Meter Control Unit) and CIU (Customer Interface Unit).

- General Specification:

This specification applies to newly manufactured, single-phase split DIN rail mounting static watt-hour prepayment meters for direct connection, for measurement of alternating current electrical energy consumption at a nominal frequency of 50 Hz. The method of credit transfer shall be through encrypted numeric tokens complying with the 20-digit STS (Standard Transfer Specification) encryption algorithms. The meters shall include a load switch for the purpose of interruption or restoration of the electricity supply to the load in accordance with the current value of the available credit maintained in the prepayment meter. The Measurement and Control Unit (MCU) shall be separated from the Customer Interface Unit (CIU) and method of communication between them shall be over the mains Power lines.

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- Voltage ratings: Nominal voltage 230VAC (Voltage Alternating Current).
- Supply frequency: 50Hz.
- Current ratings (Ib): Base current - 5A.
- Max current (MAX): 100A.
- Min starting current: 20mA.
- Measurement: Bi-directional Active energy.
- Accuracy: Class 1.
- Trip Rating: 100 Amp.
- Status indicators: Rate LED (1000 PULSES /kWh).
- User Interface: 12-digit rubber button type keypad with audio feedback 7 character, 7 segment LCD (Liquid Crystal Display) low credit warning: display flashing.
- Product life: Expectancy should be at least 15 years.
- Product warranty: 12 months from date of installation.
- Supply Group Code: Default.
- Tariff Index: 01.
- STS (Standard Transfer Specification) compliant.
- Meter must be provided together with a SABS approved PVC Type quality meter box.
- For use on the service providers vending system. The following National and International specifications apply:
 - SANS 1524-1(2014): Electricity payment systems – Part 1: Payment meters.
 - SANS 1799 (2015): Watt-hour meters – AC electronic meters for active energy.
 - SANS/IEC 62053-21(2003): Electricity metering equipment (ac) – Particular Requirements - Part 21: Static meters for active energy (class 1).
 - SANS/IEC 62055-41: 1st Ed, (2007) Electricity Metering Payment Systems, Part 41 - Standard Transfer Specification (STS) – Application Layer protocol for one-way token carrier systems.
 - SANS/IEC 62055-51: 1st Ed, (2007) Electricity Metering Payment Systems, Part 51 - Standard Transfer Specification (STS) - Physical Layer Protocol for one-way numeric and magnetic card token carriers.
 - SANS/IEC 62055-52: Ed 1, (2009) Electricity Metering Payment Systems, Part 52 - Standard Transfer Specification (STS) - Physical Layer Protocol for a two-way virtual token carrier for direct local connection.
 - SANS 473(2017): Automated meter reading for large power users.
 - SANS 474(2009): Code of practice for electricity metering.

6.2.4 ELECTRICITY THREE PHASE SPLIT PLC PRE-PAID METER SPECIFICATIONS

- Three-phase, 100Amp, multi-frequency split prepayment meter – BS (British Standard) mounted static watt-hour meters for active energy using Power Line Carrier as the medium of communication between MCU (Meter Control Unit) and CIU (Customer Interface Unit)
- General Specification:

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This specification applies to three-phase split BS (British standard) mounting static watt-hour prepayment meters for direct connection, for measurement of alternating current electrical energy consumption at a nominal frequency of 50 Hz. The method of credit transfer shall be through encrypted numeric tokens complying with the 20-digit STS (Standard Transfer Specification) encryption algorithms. The meters shall include a load switch for the purpose of interruption or restoration of the electricity supply to the load in accordance with the current value of the available credit maintained in the prepayment meter. The Measurement and Control Unit (MCU) shall be separated from the Customer Interface Unit (CIU) and method of communication between them shall be over the mains power lines.

- Voltage ratings: Nominal voltage 230/400VAC (Voltage Alternating Current).
- Supply frequency: 50Hz.
- Current ratings (Ib): Base current - 5A.
- Max current (I_{MAX}): 100A.
- Min starting current: - 20mA.
- Measurement: Bi-directional Active energy.
- Accuracy: Class 1.
- Trip Rating: 100 Amp.
- Status indicators: Rate LED (1000 PULSES /kWh).
- User Interface: 12-digit rubber button type keypad with audio feedback 7 character, 7 segment LCD (Liquid Crystal Display) low credit warning: display flashing.
- Product life: Expectancy should be at least 15 years.
- Product warranty: 12 months from date of installation.
- Supply Group Code: Default.
- Tariff Index: 01.
- STS (Standard Transfer Specification) compliant.
- Meter must be provided together with a SABS approved PVC Type quality meter box.
- For use on the service providers vending system.
- The following National and International specifications apply:
 - SANS 1524-1(2014): Electricity payment systems – Part 1: Payment meters.
 - SANS 1799 (2015): Watt-hour meters – AC electronic meters for active energy.
 - SANS/IEC 62053-21(2003): Electricity metering equipment (ac) – Particular Requirements - Part 21: Static meters for active energy (class 1).
 - SANS/IEC 62055-41: 1st Ed, (2007) Electricity Metering Payment Systems, Part 41 - Standard Transfer Specification (STS) – Application Layer protocol for one-way token carrier systems.
 - SANS/IEC 62055-51: 1st Ed, (2007) Electricity Metering Payment Systems, Part 51 - Standard Transfer Specification (STS) - Physical Layer Protocol for one-way numeric and magnetic card token carriers.
 - SANS/IEC 62055-52: Ed 1, (2009) Electricity Metering Payment Systems, Part 52 - Standard Transfer Specification (STS) - Physical Layer Protocol for a two-way virtual token carrier for direct local connection.
 - SANS 473(2017): Automated meter reading for large power users.
 - SANS 474(2009): Code of practice for electricity metering.

6.2.5 WATER PRE-PAID METER SPECIFICATIONS

- **Smart water metering device:**

The smart water metering device contains an electronically control valve and microprocessor with embedded firmware and connected to a digital or analogue pulse output water meter, that enables it to perform several smart metering functions in addition to those usually associated with a Pre-Paid water metering system.

- **General Specification:**

The Water Management Devices (WMD), when coupled to a water meter by means of a sensor cable, must have a certification of conformance in terms of the following specifications:

- SANS 1529-9:2008, published by the National Regulator for Compulsory Specifications in terms of the Trade Metrology Act (No 77 of 1973); and
- The Standard Transfer Specification (STS) Association confirming compliance with IEC 62055-41, IEC 62055-51 and Eskom Reference Q32DDTEDS/334.

- **The WMD must further support the following functions:**

- Flow limitation.
- Limitation must be achieved without restricting flow rate and must allow full bore flow (full pressure service).
- Limitation must be configurable based on volume only, on duration only and a combination of volume and duration.
- Limitation must be configurable daily with the ability to provide two allocations per day of differing volume, duration or volume and duration configuration.
- Limitation must be configurable monthly.
- Daily limitation from 10 litres per allocation to 50 000 litres per day.
- A minimum flow rate of 10 litres per minute at a system pressure of 1 bar.
- Allocation settings must be adjustable in field to higher/lower amounts without the need to replace any parts.
- The maximum daily volume dispensed amount must be guaranteed (therefore must not be dependent on pressure fluctuations in the network).
- Carry-over of unused daily allocation options:
 - Use it or lose it.
 - Daily carry-over within month, but not monthly carry-over.
 - Daily and monthly carry-over; and
 - Carry-over from first allocation to second with and without daily carry-over.

- **WMD Flow control:**

- Valve to be reaffirmed daily; and
- Valve to flush if obstructed.

- **WMD LCD display. Be equipped with an LCD (Liquid Crystal Display) that shows the following:**

- Remaining allocation in litre.

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- The total dispensed to date in m3 to a minimum resolution of 0.5 litre.
- The total dispensed to date must clearly differentiate between the multiples and sub multiples of m3.
- Visible indication of the battery status.
- Visible indication of the valve status.
- Visible warning of a potential consumer leak.
- Visible display of the product serial number on demand.
- Visible indication of Automatic Meter Reading (AMR), transmission and confirmation of data received.
- **Automated Meter Reading (AMR) capabilities:**
 - Support of Automatic Meter Reading (AMR) via Radio in the 434 MHz ISM band.
 - The WMD must have ben ICASA approval.
 - Support walk by, drive by and fixed network AMR.
 - Provide a typical line of sight Radio Frequency (RF) transmission range of more than 100m when installed more than 50cm above ground.
 - Support selective parameter updates automatically whilst remotely reading the meters via RF transmission.
 - Provide the tamper and valve status in the standard meter reading radio signal.
 - Support USB, Global System for Mobile Communication (GSM) and Wi-Fi download of meter readings.
- **WMD security features:**
 - Automatic valve closure/shut if the sensor cable is cut, removed or magnetically tampered with.
 - Serialized and unique security seals which prevent the uncoupling of the sensor cable from the meter pulse output.
 - When inspecting the valve there must not be any visible fasteners that form an integral part in the construction/integrity of the valve, the fasteners must be located behind a cover; and
 - Constructed from materials which have a very limited or no scrap value.
- **The WMD: Additional requirements:**
 - Ability to be mounted either horizontally or vertically.
 - The WMD battery must be able to be replaced with a new WMD battery as a singular interchangeable part of the WMD.
 - To facilitate infield support both the water meter and the WMD must have an Input and Output coupling of ¾ (25 millimeter) male British Standard Pipe (BSP). The water meter and WMD must fit into a 115 mm gap.
 - Compliant to an environmental rating of Ingress Protection 67 (IP) and waterproof.
 - Service life of at least 10 years inclusive of the WMD battery.
 - Data logging of at least 2,000 hourly consumption readings and maintain a 12-month record of monthly usage within the WMD data log.
 - Monitor for and indicate consumer side leaks.
 - Support reticulation system water balancing.

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- The WMD must be able to communicate with a field service terminal for in-field interrogation, data downloading and reprogramming via radio.
 - The system installed MUST have necessary National Regulator for Compulsory Specifications (NRCS), South African National Accreditation System (SANAS), Independent Communications Authority of South Africa (ICASA) and Standard Transfer Specification (STS) Association approvals.
 - The system must support credit transfer as defined by the International Electrotechnical Specification Commission (IEC 62055-41 & 51).
 - The system must support third party vending of token, and not only a proprietary vending system.
 - The system must also support bulk water supply.
 - The device must support an optional remote display which may be made available to the consumer to place inside their unit; and
 - Devices must be labelled with a serial number and bar coded.
- **Water meter requirements:**

Water meter (wet dial) for cold water must be designed and built to comply with Class “C” metering specification and must have a certification of conformance in terms of the following South African Bureau of Standards (SABS) requirements, SANS 529-1: 2006, ISO 4064-1 approval number SA842 and must comply with the following features:

 - Increased accuracy at low flow rates.
 - Scratch resistant material lens.
 - Enlarged measuring range.
 - UV stabilized engineering plastic body.
 - Lower head loss.
 - High continuous flow capacity.
 - All working parts in one measuring cartridge.
 - Compact design.
 - Non-return valve exchangeable without opening of meter or breaking the seal.
 - No magnetic couplings. Prevents tampering.
 - Pulse output; and
 - Installed vertically or horizontally.
- **Water meter strainer:**

A serviceable in line polymer strainer must be fitted upstream of the water meter to protect the meter from suspended solids and for ease of maintenance. The strainer should have a fine mesh stainless sieve which must be removable for cleaning without removing the meter or WMD.
- **Specific water meter specification:**
 - Supply Group Code: Default.
 - Tariff Index: 01.
 - Standard Transfer Specification (STS) compliant; and
 - For use on service provider vending system.

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- **Meter boxes:**

The meter box must be designed and built to house the water management device, water meter and strainer and must comply with the following features:

- Polypropylene/PVC type meter box with base and blue lid. SABS approved.
- Locking mechanism, requiring a special key to open the lid.
- Unique couplings engineered to slide back facilitating meter replacement.
- Water meter assembly keyed where it passes through the meter box to prevent it from rotating during installation.
- Reading slot on meter box lid to allow the consumer to read the meter, without opening the box.
- The inlet and outlet fittings shall be 15mm/20mm/25mm BSP nylon female reinforced thread for connection to 15mm/20mm/25mm male adaptors.
- The internal fittings of the meter box to be fusion welded and
- The meter box dimensions – $\pm 410\text{mm}$ (L) X $\pm 260\text{mm}$ (W) X $\pm 169\text{mm}$ (H) (Measured across the base.)

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• **Water Meter Specifications:**

Meter Specifications	Nominal Size			
	mm	15	20	25
Max Flow Rate $q_s \pm 2\%$	m ³ /h	3.0	5.0	7.0
Permanent Flow Rate $q_p \pm 2\%$	m ³ /h	1.5	2.5	3.5
(SANS Specifications)				
Transitional Flow Rate $q_t \pm 2\%$	l/h	22.5	37.5	52.5
Minimum Flow Rate $q_{min} \pm 5\%$	l/h	15.0	25.0	35.0
(SANS Specifications)				
Starting Flow	l/h	5.7	9.5	13.2
Counter resets to zero	m ³	10 000	10 000	10 000
Minimum indicated digital value	m ³	0.00002	0.00002	0.00002
Pulse output (litres per pulse)	l	0.5	0.5	0.5
Maximum Working Pressure	kPa	1600	1600	1600
Maximum water temperature	°C	50	50	50
Meter length	mm	165	165	165

6.2.6 BASIC CONVENTIONAL WATER METER TECHNICAL SPECIFICATIONS

The basic specification in respect of conventional water meters is indicated as the following:

- Type: The water meter must be dry dial and in-line MultiJet type (DN15 to 50mm).
- Dimensions: Only ISO lengths will be accepted.
- The meter must be approved by the SABS and the approval certificate must be attached.
- The meter must maintain Class B in horizontal minimum.
- The serial number of the meter must begin with the 2 last digits of the year of production.
- On both sides of the complete body, there should be cast an arrow indicating the direction of flow and the maximum flow rate [m³/h].
- The calibration device of the meter should be accessible without removing the internal chamber of measurement. It should be protected against fraud.
- The body shall be painted in epoxy.
- The MultiJet shall be supplied complete with fittings (couplings and non-return valves).
- Meter must be extra dry dial with no chance of condensation.
- Meter must be provided together with a SABS approved PVC Type quality meter box; and
- Performance: The meter shall be approved to the following performance parameters:

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DN	Material	Q _p [m ³ /h]	Q _t [m ³ /h]	Q _{min} [m ³ /h]	Q _{start} [m ³ /h]	Length [mm]
15mm	Polypropylene/PVC/Plastic	1.5	0.0225	0.015	0.008	165
20mm	Polypropylene/PVC/Plastic	2.5	0.0375	0.025	0.012	190
25mm	Polypropylene/PVC/Plastic	3.5	0.280	0.070	0.025	260

6.2.7 REMOTE READABLE WATER SMART METER (ULTRASONIC) SPECIFICATIONS

The general requirements and specifications of this meters are stated below:

- The meters shall be of DN15 (Length 110mm) to DN20mm (Length 130mm) nominal diameter, ultrasonic cold potable water category. They must be of the ultrasonic type, fitted with sealed extra-dry dial metric counters and the meters fitted with integrated remote communication.
- Measurements by the meters shall be electronic measurements based on the ultrasonic principle.
- The flowmeter shall be capable of measuring flow total in both directions, with two independent totalizers to give flow for network management purposes.
- The flowmeter shall offer lifetime stable zero so that routine zeroing is not required.
- The flowmeter shall indicate burst, leak and empty pipe detection.
- The flowmeter shall be full IP68.
- The flowmeter shall be battery powered (internal) with a minimum of 15 years' operating time with activated daily Sigfox radio outputs.
- The flowmeter shall be certified Sigfox Ready Class 0 with end product certificate available; and
- Polypropylene/PVC type meter box. SABS approved.

Applicable Standards:

- Prescriptions of the regulation No. 49 of the O.I.M.L R49: (International Organisation of Legal Metrology).
- The meter shall have a NRCS approval 1529:9 -2008 or exemption.
- ICASA Approval Certificate.
- The Manufacturer of the water meters must hold the Quality System Certificate for the standard ISO 9001:2000.
- Manufacturers certified according to MID – H1 or better (Measurement Instrument Directive); and
- ISO 4064-1 or its equivalent (SABS)

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Materials & workmanship:

- Materials that come in contact with the water supply shall withstand 2 ppm (parts per million) of chlorine residual in the water supply and shall be resistant to internal and external abrasion/corrosion and of adequate strength to resist damage due to shock and/or vibration. The body materials shall be of high performance thermo plastic.
- The meter has to have one arrow on both sides of the body indicating the flow direction. The technology must be such that no parts of the register are in contact with the water passing through the meter. A calibration certificate must be provided showing Class C or better; and
- Meter must be able to send intelligent alarms detecting tampering attempts or reverse flows effectively.

Marking:

Each meter shall be permanently marked on the casing or the indicating device dial with the following information:

- The Manufacturer's name and commercial model name.
- Metrological class.
- The nominal working pressure (PN) in bars.
- Nominal size of the meter.
- Direction (arrow) of flow of water on both sides of the meter.
- Nominal flow rate (Qn).
- No stickers allowed for serial number marking.
- The serial number must be permanently marked in "bar code" format on the meter body. No stickers allowed; and
- All meters should have effective tamper-proof seals.

Testing:

- Each meter must be tested at the three mandatory tests (Qmin, Qt, and Qmax) in accordance with the latest SABS ISO 4064-1.
- Copies of the calibration test results/certificates must be supplied together with the water meters (for all the above eight metrological points).
- Each meter must be pressure tested and certificates attesting to such test issued by the water meter manufacturer must be provided.
- All composite water meters shall be rated up to a minimum of 1600 bar.

Data Storage:

The meter shall have an in-built storage. It shall be able to store daily readings for a period of at least 12 calendar months and month end readings for at least 3 years.

Warranty: The warranty period shall be of 1 year.

Specific requirements:

- Ultrasonic flow measurement.
- The electronic meter must have no moving parts.

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- Water Meter must be resistant to any impurities in the water.
- The meter must be able to measure both water and ambient temperatures.
- Water meter must be able to detect water leakage utilising low leak limits.
- Data must be transmitted using low power long range Internet of Things (IoT) network.
- The meter must be waterproof, having an IP68 rating.
- Meter must include integrated communication (no external communication devices).
- Meter must have a 15-year battery operating life.
- Shall be designed and built for installation in outdoor water meter boxes as well as above ground with all necessary security features to prevent vandalism and/or damage as far as possible.
- Shall be housed in a single package design, designed for rugged, harsh environments and capable of complete submersion in water without damage.
- Pulse device must produce accurate pulse count with ability to distinguish forward from reverse flow.
- Shall be capable of low power, long range (IoT) communications and also able to use available networks i.e. (Sigfox).
- The AMI (Automated Meter Infrastructure) shall have the ability to receive specific meter related commands.
- AMR Devices shall have a minimum one-way communication to host software. This shall allow for obtaining meter data remotely on a daily basis.

Internet of all Things (IoT) Communicating Retrofit Device Unit Specifications:

Firmware:

- Transmission cycles: 2, 50, 100 or 140 update links per day.
- Data Encryption: AES128.

General Unit Requirements:

- Mounting Options: Screws, rivets, tie-wraps and 2-sided tape.
- Dimensions: 93 x 24 x 50 mm.
- Weight: 100 grams.
- Housing: IP68.
- Integrated Electronic reed switch for domestic applications
- Antenna: All Integrated (Internal).
- Standards: EN 300-220, EN 301-489, EN 60950, ICASA, CE.
- Operating temperature: -20°C / +65°C
- The unit must be able to measure water usage in 30 min intervals and transmit usage hourly.
- The unit must be able to detect or calculate water leakage.
- The solution must be able to notify the consumer of any leaks detected.
- The unit must be compatible with all metering devices with pulsing capabilities.
- Data must be transmitted using low power, long range IoT network,
- The Unit must be waterproof, having a minimum certified IP68 rating.
- Unit must have at least a 5-year battery operating life and replaceable in field.

1 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

1.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is 65%, any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

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1.2 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 65%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

Details of the stages outlined in table 1 above are presented in the following sections.

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2 STAGE 1: COMPLIANCE REQUIREMENTS

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified.

Only bidders who comply with stage 1A will be evaluated further.

No.	Description of requirement
a)	Completion of ALL RFP documentation including all <u>declarations</u> .
b)	BOQ/Price Schedule and Pricing form must be included in volume 2 or envelope 2.
c)	Compulsory Physical Briefing Session (Submission of a signed Briefing session Form D and signed briefing session attendance register).
d)	Joint Venture / Consortium / Partnering agreement / Trust Deed /JV or consortium agreement signed by all parties (if applicable). NB: SBD 4 (declaration of interest form) for Joint Venture /Consortium Each partner of the JV/Consortium shall complete SBD 4 independently (declaration of interest form) failure will disqualify the bid document.
e)	The bidders must submit a valid STS (Standard Transfer Specification) Conformance Certificate for the Vending System and issued by the Standard Transfer Specification Association.
f)	The bidders must submit a valid STS (Standard Transfer Specification Association) Membership Certificate for the Company and issued by the Standard Transfer Specification Association.
g)	Bidders to fill and sign the closing/submission register on submission of tender documents.

Commented [HN1]: SCM to include SBD5 as part of Annexure Pack, remove as a stand alone advice given by Senior SCM.

Commented [BX2R1]: Advisor hasn't received any feedback from the senior manager, as such the BSC must vote on the way forward and present it to the manager for review

Stage 1B – Other Mandatory Requirements - (To be submitted in envelope 1)

If you do not submit/meet the following non-mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

Only bidders who comply with stage 1B will be evaluated further.

No.	Description of requirement
a)	Company Registration Documents
b)	Copies of Directors' ID documents;
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin
d)	CSD report / CSD reference number
e)	Letter of Good Standing (i.e. COID); issued by department of labour
f)	Proof of UIF registration

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No.	Description of requirement
g)	Proof of Bank Account (i.e. 3 months bank statement or letter issued by the bank)
h)	Draft <u>contract</u>

Commented [BX3]: Hennie to indicate other two insurances as indicated by risk department.

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STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (To be submitted in envelope 1)

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 65% as per the standard Evaluation Criteria presented in Table above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in Table below

ITEM	CRITERIA	WEIGHT
1	Company Experience in the Industry	40
2	Staff Qualification and Experience	20
3	Relevant Provincial footprint	10
4	Utilities Management Plan and Methodology	20
5	Financial Capability	10
	TOTAL	100

Technical Evaluation Criteria

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FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in Table 4 below

CRITERIA	WEIGHT	SCORES
<p>1. Company Experience in the Industry</p> <p>Number of portfolio's managed with the minimum portfolio value of R3 000 000.00 in providing system-based utilities management and automated metering services in the market within the last 10 years: (2014-2023).</p> <p>Bidder to submit the following for each portfolio managed.</p> <ul style="list-style-type: none"> • LOA/Purchase Order or, Contracts. • Reference Letters on Company letter head indicating the relevant system-based utilities management and automated metering services projects or works done including the value of the portfolio. <p>Note: Both above must be submitted.</p>	40	<p>0. No submission/irrelevant submission</p> <p>1. 1 to 3 portfolios managed.</p> <p>2. Above 3 to 5 portfolios managed.</p> <p>3. Above 5 to 7 portfolios managed.</p> <p>4. Above 7 to 10 portfolios managed.</p> <p>5. Above 10 portfolios managed.</p>
<p>2. Staff Qualification and Experience</p> <p>Evaluation of key personnel:</p> <p>(A) Electrician</p> <p>Bidders to submit proof of experience of key personnel by providing detailed CV's and a valid Trade Test Certificate.</p>	5	<p>Electrician</p> <p>Score will be allocated based on relevant experience post qualification and in line with scope of work:</p> <p>0. No experience/No submission.</p> <p>1. Staff member has above 1 year post qualification relevant experience.</p> <p>2. Staff member has above 2 years post qualification relevant experience.</p> <p>3. Staff member has above 3 years post qualification relevant experience.</p> <p>4. Staff member has above 4 years post qualification relevant experience.</p> <p>5. Staff member has above 5 years post qualification relevant experience.</p>

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<p>Evaluation of key personnel:</p> <p>(B) Plumber</p> <p>Bidders to submit proof of experience of key personnel by providing detailed CV's and a valid Trade test certificate.</p>	<p>5</p>	<p>Plumber</p> <p>Score will be allocated based on relevant experience post qualification and in line with scope of work:</p> <ol style="list-style-type: none"> 0. No experience/No submission. 1. Staff member has above 1 year post qualification relevant experience. 2. Staff member has above 2 years post qualification relevant experience. 3. Staff member has above 3 years post qualification relevant experience. 4. Staff member has above 4 years post qualification relevant experience. 5. Staff member has above 5 years post qualification relevant experience.
<p>Evaluation of key personnel:</p> <p>(C) Software Data Administrator (IT):</p> <p>Bidders to submit proof of experience of key personnel by providing detailed CV's and with a diploma in information technology/ software/ information system administration.</p> <p>The key personnel will be evaluated as follows with experience post qualification:</p>	<p>5</p>	<p>Software Data Administrator (IT):</p> <p>Score will be allocated based on Information Technology /Software/ Information System Administration (IT) experience and with a relevant diploma:</p> <ol style="list-style-type: none"> 0. No experience/No submission. 1. Staff member has above 1 year post Qualification experience. 2. Staff member has above 2 years post Qualification experience. 3. Staff member has above 3 years post Qualification experience. 4. Staff member has above 4 years post Qualification experience. 5. Staff member has above 5 years post Qualification experience.

Commented [BX4]: This is not the same ?

Commented [BX5R4]: Which is applicable kindly review the following with a relevant diploma/certificate, if its applicable to this criteria

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<p>Evaluation of key personnel:</p> <p>(D) Billing Administrator:</p> <p>Bidders to submit proof of experience of key personnel by providing detailed CV's and with a relevant Diploma in Accounting or Financial Management.</p> <p>The key personnel will be evaluated as follows with relevant qualification and experience.</p>	5	<p>Billing Administrator:</p> <p>Score will be allocated based on billing experience and with a relevant diploma:</p> <ol style="list-style-type: none"> 0. No experience/No submission. 1. Staff member has above 1 year post Qualification experience. 2. Staff member has above 2 years post Qualification experience. 3. Staff member has above 3 years post Qualification experience. 4. Staff member has above 4 years post Qualification experience. 5. Staff member has above 5 years post Qualification experience.
<p>3. Relevant National Footprint</p> <p>The bidders must submit proof of footprint in the following three core Provinces: (Gauteng, Kwazulu-Natal and Western Cape Provinces).</p> <p>Company proof of address:</p> <ul style="list-style-type: none"> Copies of Rates and Taxes as proof of ownership; or Lease Agreements to provide proof of leased premises; or Letter from /Landlord/Induna/Chief/ Landowner confirming business address not older than 3 Months. 	10	<p>The bidder must demonstrate and provide, evidence of services rendered in South Africa in the three core provinces (Gauteng, Kwazulu-Natal, Western Cape) and any other none core provinces:</p> <ol style="list-style-type: none"> 0. No submission/No footprint 1. Footprint in one of the stated core provinces. 2. Footprint in two of the stated core provinces. 3. Footprint in three of the stated core provinces. 4. Footprint in three of the stated core provinces and additional one to two non-core Provinces. 5. Footprint in three of the stated core provinces and additional three or more non-core Provinces.
<p>4. Utilities Management Plan and Methodology:</p> <p>The Utilities Management Plan and Methodology must address the following deliverables:</p> <ol style="list-style-type: none"> Municipal expenditure management (accounts). Reduction in municipal expenditure. Utilities recoveries from tenants. Municipal Account audits. 	20	<p>The bidder must submit a comprehensive Proposal outlining the Utilities Management Plan and Methodology to the stated deliverables. The bidder will be scored depending on how many of the deliverables has been addressed in their Utilities Management Plan and Methodology:</p> <ol style="list-style-type: none"> 0. No submission/deliverables covered. 1. 1 deliverable covered. 2. 2 deliverables covered.

Commented [BX7]: Again not the same, you will confuse the market

Commented [BX6]: Again not the same, you will confuse the market

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(e) Management Reporting: Utilities expenditure and recoveries reporting Nationally on a monthly basis per Region, Station, Tenant, Meter Number and Commercial Developments.		3. 3 deliverables covered. 4. 4 deliverables covered. 5. All 5 deliverables covered.
5. Financial Capability Operating cash flow (Financial Statements prepared by a registered professional to be submitted) Note: In case of a trust, consortium, or joint venture (including unincorporated consortia and joint ventures) a LEAD CONTRACTOR must submit the financial statements.	10	Bidder should submit a complete set of financial statements (last 2 years' financial statements prepared and signed by a registered professional) and the below ratios will be used to determine the financial viability of the bidders. Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Net Cash Flows from Operations/Current Liabilities 5 = Operating Cash Flows Ratio $X \geq 1.5$ 4 = Operating Cash Flows Ratio $1 > X < 1.5$ 3 = Operating Cash Flows Ratio $0.5 > X < 1$ 2 = Operating Cash Flows Ratio $0 > X < 0.5$ 1 = Operating Cash Flows Ratio $X < 0$ 0 = No Submission or Incomplete Financial Statement.
TOTAL	100	

Commented [BX12]: You have 12 deliverables yet you scored until 5, confusing

Commented [BX9]: Fix your numbering

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Commented [BX13]: Include a write up, when dealing with Joint venture/consortiums

STAGE 3: PRICING AND SPECIFIC GOALS - (To be submitted in envelope 2) Annexure 3

- Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and provide proof of Specific Goals.
- A tenderer failing to submit proof of a B-BBEE status level of contributor or is non-compliant contributor to B-BBEE status may not be disqualified. But will not be allocated points for specific goals.
- In case of a Joint Venture (JV), a consolidated BBBEE scorecard will be accepted.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows in Table 6:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 7 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) The 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

Table 7: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Contributor status of at least level 2	4	
51% Black women Owned	4	
51% Black Owned	4	
EME or QSE 51% black Owned	4	

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51% Black youth Owned	4	
Total	20	

In the implementation and monitoring of Specific Goals, the following table must be used as guide to determine acceptable evidence for Specific Goals:

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
B-BBEE Contributor status of at least level 2	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
51% Black women Owned	Certified copy of ID documents of the Owners
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit
EME or QSE 51% black Owned	Audited Annual financial/B-BBEE Certificate/Affidavit
51% Black youth Owned	Certified copy of ID documents of the Owners

3 VALIDITY PERIOD

This RFP shall be valid for *[90 working days]* calculated from Bid closing date.

4 POST TENDER NEGOTIATION (IF APPLICABLE)

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20.

5 FINAL CONTRACT AWARD

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

6 FAIRNESS AND TRANSPARENCY

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ **Annexure: 3** and Form C (Volume 2 /Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za) , the other medium used to advertise the bid i.e CIDB as required per National Treasury Instruction Note 09 of 2022/2023.

3 PERFORMANCE AND BID BONDS (NOT APPLICABLE)

- 3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure**

[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall be due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure(where applicable)]

4 OWNERSHIP OF DESIGN

- 4.1. The plans and design developed and to be provided by PRASA shall at all times remain the property of PRASA.]

5 SERVICE LEVELS

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On time delivery.

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5.5. The Service provider must provide a telephone number for customer service calls.

5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

6 TOTAL COST OF OWNERSHIP (TCO)

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

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7 FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at _____ on this ____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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8 VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

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SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

10.2 PRASA'S TENDER FORMS

Bidders must sign and complete the PRASA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

10.3 PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

10.4 RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other

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Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

10.6 CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

10.7 INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

10.8 NO CONTACT POLICY

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

10.9 CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
 - Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).
- . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement,

arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or

- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
 - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
 - ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
 - iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

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10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

10.13 RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

11 CONDITIONS OF TENDER

General

- | | | |
|---|---|--|
| Actions | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

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The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- | | | |
|--|----|---|
| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledge receipt | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation. |
| | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |

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- | | |
|--------------------------|---|
| Pricing the tender | <p>11 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i>. Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i>.</p> <p>12 Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.</p> <p>13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i>.</p> <p>14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.</p> |
| Alterations to documents | <p>15 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i>. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.</p> |
| Alternative tenders | <p>16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.</p> <p>17 Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.</p> |
| Submitting a tender | <p>18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.</p> |
| NOTE: | <p>19 Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender</i>. <u>Failure to submit all the required documentation will lead to disqualification</u></p> <p>20 Submit the <u>tender as an original</u> and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English</p> |

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translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.

- 21 Sign and initial the original of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original of the tender as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

PRASA prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

Closing time

- 25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the *deadline for tender submission*. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by

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	Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.
	26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
Tender validity	27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .
	28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.
Clarification of tender after submission	29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i>
Submit bonds, policies etc.	30 If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .
	31 Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required.
	32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.
Fulfil BEE requirements	33 Comply with PRASA's requirements regarding BBBEE Suppliers.

PRASA'S UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

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| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
| Issue Addenda | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| Return late tenders | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission. |
| Non-disclosure | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract. |
| Grounds for rejection | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award. |
| Disqualification | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender. |
| Test for responsiveness | 7 | <p>Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>. |
| | 8 | <p>Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or |

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		<ul style="list-style-type: none"> • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.

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| Prepare contract documents | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender). |
| Issue final contract | 18 | Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance. |
| Sign Form of Agreement | 19 | Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request. |
| Provide copies of the contracts | 20 | Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender. |