

REQUEST FOR PROPOSAL TO SOURCE A SERVICE PROVIDER TO SUPPLY A UTILITIES MANAGEMENT SYSTEM, CONFIGURATION & IMPLEMENTATION AND MAINTENANCE THEREOF, AND END TO END UTILITIES MANAGEMENT FOR THE EFFECTIVE AND EFFICIENT ADMINISTRATION OF ALL PRASA UTILITIES	
TENDER NUMBER: HO/CRES/REAM/01/11/2021	

FORM-C

FORM C: TENDER FORM

CURRENT TENDER DETAILS	
Request number:	HO/CRES/REAM/01/115/2021
Request for Tender:	REQUEST FOR PROPOSAL TO SOURCE A SERVICE PROVIDER TO SUPPLY A UTILITIES MANAGEMENT SYSTEM, CONFIGURATION & IMPLEMENTATION AND MAINTENANCE THEREOF, AND END TO END UTILITIES MANAGEMENT FOR THE EFFECTIVE AND EFFICIENT ADMINISTRATION OF ALL PRASA UTILITIES

I / We _____
 (Insert Name of Tendering Entity) of _____

 (Full address)
 Conducting business under the style or title of:

Represented by: _____

in my capacity as: _____

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R

_____ (amount in words),

(All applicable taxes included)

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N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.
- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should PRASA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should PRASA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the PRASA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature.

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I / We undertake to complete the whole of the WORKS within _____ (in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA, but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until _____ **(a minimum period of 90 days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We undertake, in the event of my / our tender being accepted, to deposit with the PRASA as security for the due and proper completion of the WORKS, a Performance Bond issued by a South African registered Bank to the value of **ten (10) per cent** of the contract price (VAT inclusive). Not Applicable)

I / We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any

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conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide PRASA with cause for cancellation.

THUS DONE and SIGNED at _____ on
this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |



SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- the 80/20 system for requirements with a Rand value from R50 000 000 and below (all applicable taxes included).

1.2

- a) The value of this bid is estimated below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the BroadBased Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



POINTS AWARDED FOR PRICE

The following formula shall be used by the Bid Evaluation Committee to score potential bidders on pricing and BBEE:

$$PS = 80 (1-(Pt-Pmin)/Pmin) \quad \text{OR} \quad PS = 90 (1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

BEE Evaluation [Weighted score 20 points] OR [Weighted score 10 points]

B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

Details of the allocation of points by the Evaluation Committee are presented in figure 7.4 below.

B-BBEE Status Level of Contributor	Tenders below R50 Million will be evaluated on a 80/20 point system	Tenders above R50 Million will be evaluated on a 90/10 point system
1	20	10
2	18	9
3	16	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0



4. BID DECLARATION

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

5. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

5.1 B-BBEE Status Level of Contributor: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6 SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....% ii) The name of the subcontractor.....

.....
iii) The B-BBEE status level of the subcontractor.....

..... iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√



Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of

company/firm:.....
.

7.2 VAT registration

number:.....

7.3 Company registration

number:.....

7.4 TYPE OF COMPANY/ FIRM

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
...
.....
...



.....
.
7.6 COMPANY CLASSIFICATION

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

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not



exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



PRICING SCHEDULES

Pricing: Schedule A

1. Utilities Management Services: Account Audits (as per the specifications)					
Item	Description (Functions)	Approximate Number of Accounts	YEAR 1	YEAR 2	YEAR 3
			Rate per Account (ZAR)	Rate per Account (ZAR)	Rate per Account (ZAR)
			No Annual increase	Annual increase	Annual increase
			0%	%	%
1	Account retrieval from service providers as per the PRASA CRES account register.	3 250			
2	Capturing of the municipal and other service provider accounts on the utilities management system of the respondent.				
3	Analyse and validate all utilities accounts/invoices for correctness. (Tariff structure, consumption, calculations, meter numbers, meter and connection sizes etc.).				
4	Validate and verify all utilities account data for correctness to enable the payment thereof on a monthly basis.				
5	All amendment of accounts/invoices, meter numbers and tariff structures must be captured on the utilities management system.				
6	In-office and on-site verification of accounts, meters and supplies.				
7	End user verification of utilities supplies.				
8	Monthly assessment of huge variances.				



9	Investigate optimisation opportunities as to reduce the utilities expenditure.				
10	Monthly account optimisation reporting.				
11	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.				
12	Ensure that the account register is kept up to date.				
13	Extensive monthly account audit reporting: Per Account, Region, Municipality/Service Provider, Station, Complexes, Campuses, Depots, Units, Houses and utility type. Must include account exception reporting.				
14	Monthly Utilities Expenditure and Recoveries Consolidation Reporting. Per Region, Municipality, Station, Complexes, Campuses, Depots, Units, Houses and utility type.				
	ANNUAL ACCOUNT AUDIT COST (ZAR)				



NB: The Contract will be rates based and the monthly fee determined by the Unit Rates indicated on the Pricing Schedules. The Unit Rates as indicated on the Pricing Schedules will therefore remain applicable. It is also of great importance to note that the percentage (%) charge on pre-paid vending sales (water and electricity must be a fixed (%) per month for the duration of the Contract.

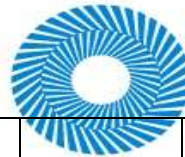
Pricing: Schedule B

2. Utilities Management System (UMS)				
Item	Description	Unit	QTY	Amount (Rands)
1	Supply Utilities Management System: Including installation, configuration, commissioning and implementation costs. Functions must include: 1. Expenditure/accounts Management (including billing). 2. Recoveries Management (including automated metering and billing). 3. Energy Management (energy and water optimisation). 4. Consolidation of utilities expenditure and recoveries per Station, tenant, complex. 5. Utilities Management Software and Licencing Fees	No.	1	
2	Utilities Management System Maintenance Contract for the Three (3) Year contract period	No.	1	
	TOTAL			



Pricing: Schedule C

3. Automated Metering: Management Services									
Item	Description	Unit	Quantity (Approximately)	Unit Price per Month (Year 1) (ZAR)	Fixed Percentage (%) on Pre-paid vending Sales per Month for Contract Period	Pre-paid Vending Service per month (ZAR) (Approximately R600 000 sales per month)	YEAR 1	YEAR 2	YEAR 3
							Annual Amount (ZAR)	Annual Amount (ZAR)	Annual Amount (ZAR)
							No Annual increase	Annual increase (Excluding prepaid vending Sales)	Annual increase (Excluding prepaid vending Sales)
							0%	%	%
1	Automated Electricity Credit Meter reading and billing.	No.	277		N/A	N/A			
2	Physical Visit: Reading and billing of Conventional Water Meters.	No.	409		N/A	N/A			
3	Physical Visit: Reading and billing of Conventional Electricity Meters. (Park Station)	No.	30		N/A	N/A			
4	Vending services and facilities (Electricity Pre-paid and Water Prepaid Meters. (	No.	Based on Approximately R600 000 Pre-paid sales per Month	N/A					



5	Administrative services: Monthly financial reporting on all Meters per Region, Station, Complex, Unit and per tenant.	No.	1 807		N/A	N/A			
	TOTAL PER ANNUM		N/A	N/A	N/A	N/A			

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Pricing: Schedule D



4. Automated Metering: Technical Services – As & When required basis

Item	Description	Unit	YEAR 1	YEAR 2	YEAR 3
			Rate per Unit (ZAR)	Rate per Unit (ZAR)	Rate per Unit (ZAR)
			No Annual increase	Annual increase	Annual increase
			0%	%	%
1	To supply, install/replace and commission Single-Phase Electricity Credit Smart Meters (remote readable meters) when requested.	No.			
2	To supply, install/replace and commission Three Phase Electricity Credit Smart Meters (remote readable meters) on request of PRASA CRES.	No.			
3	To supply, install/replace and commission Single Phase Pre-Paid Electricity Meters (PLC) when requested.	No.			
4	To supply, install and commission Three Phase Pre-Paid Electricity Meters (PLC) when requested.	No.			
5	To supply, install /replace Electricity Credit Meter Modems when requested.	No.			
6	The installation/replacement of Electricity Credit Smart Meter Sim Cards.	No.			

7	Supplying, installation/replacement/commissioning of Electricity Pre-Paid Meter Keypads (customer user interfaces) (PLC) on request.	No.			
8	Installation or replacement of meter antennas to ensure effective communication with the utilities management system of the service provider.	No.			
9	Supplying, installation, replacement and commissioning of Pre-Paid Water Meters	No.			
10	Supplying, installation, replacement commissioning of Conventional Water Meters.	No.			
11	To supply, install/replace and commission Single-Phase Electricity Credit Smart Meters (remote readable meters) when requested.	No.			
12	Site inspection and reporting on meter when non-function on request of PRASA CRES	No.			
13	Installation, replacement and commissioning of Electricity Bulk and Check Meters on request.	No.			
14	Installation, replacement and commissioning of Water Bulk and Check Meters on request	No.			
15	Supplying, installation/replacement and commissioning of Remote-Readable Water Smart Meters (Ultrasonic Water Meters).	No.			
16	Supply install and commission Internet of Things (IoT) Retrofittable Communicating Devices for existing conventional water meters.	No.			

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	ANNUAL UNIT RATES TOTALS			
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PRICING SCHEDULE SUMMARY				
		COST : YEAR 1	COST : YEAR 2	COST : YEAR 3
Schedule A	Accounts Audit			
Schedule B	Utilities Management System (UMS) and Maintenance Contract		N/A	N/A
Schedule C	Automated Metering Services			
Schedule D	Automated Metering Technical Services (Total Annual Unit Rates)			
TOTALS (ANNUAL)				
SUB TOTAL				
VAT @ 15%				
TOTAL AMOUNT				

NB: The payment for the UMS and Maintenance Contract will be a once-off payment and therefore the Cost must only be indicated under Year 1.