



REQUEST FOR QUOTATIONS (RFQ)

BID DESCRIPTION	REQUEST FOR QUOTATION FOR SUPPORT AND ENHANCEMENTS OF THE RESERVATION AND BOOKING SYSTEM (STAR)
BID NUMBER	HO/ICT/STAR/10/2022
ISSUE DATE	11 OCTOBER 2022
BID CLOSING DATE	18 OCTOBER 2022
BID CLOSING TIME	12H00 (MIDDAY)
BID VALIDITY PERIOD	30 BUSINESS DAYS AFTER CLOSING DATE
SUBMISSION OF BIDS	BIDS MUST BE STRICTLY HAND DELIVERED TO: MPHIELO NONDABULA PASSENGER RAIL AGENCY OF SOUTH AFRICA30 WOLMARANS STREET UMJANTSHI HOUSE BRAAMFONTEIN 2001
CONTACT DETAILS	011 748 7498

SUPPLIER NOTE

LATE / INCOMPLETE QUOTATIONS WILL NOT BE CONSIDERED.

PRASA CONDITIONS OF PURCHASE WILL APPLY.

ONLY VAT VENDORS TO CHARGE VAT.

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. AS A GENERAL RULE, IF A BID IS LATE OR DELIVERED TO THE INCORRECT ADDRESS, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY

2. PURPOSE

3. BACKGROUND

4. SCOPE OF WORK

5. BILL OF QUANTITIES

6. EVALUATION PROCESS

1A. Mandatory Compliance

1B. Basic Compliance

STAGE 2: Technical Compliance Requirements

STAGE 3: Technical / Functional Evaluation

STAGE 4: Preference Points

7. PRASA GENERAL CONDITIONS OF PURCHASE

1. Executive Summary

The purpose is to get quotations from the market for the support of the online reservation and booking system used by PRASA (bus business units and mainline train services). This will be a 12 months engagement which will cover the support, enhancements and deploy the basic solution based on the requirements.

2. Purpose

The purpose is to request quotations from bidders for the support and maintenance of the reservation and booking ticketing system (called Star) which is used by Autopax (bus business subsidiary) and the long distance train services, Main Line Passenger Services (MLPS / business unit under PRASA Rail division).

3. Background

The Star system was custom developed for Passenger Rail Agency of South Africa (PRASA) based on the business requirements to replace legacy systems which were used for the bus services and long-distance train services.

The system is called STAR and is currently being used nationally for both Autopax (bus services) and MainLine Passenger Services (MLPS) and the system controls the high-level functions such as:

- Inventory
- Sales and Reservation
- Outlet Remissions
- Revenue Accounting
- Report and Business Intelligence
- Third party sales through Computicket, Blue-Label and other travel agents
- Handheld device sales and validation
-

The support, maintenance of the system (Star) will require the knowledge and experience in the following technologies:

- Operating System (Windows server 2012 and higher)
- Windows 7 Professional or higher.
- Latest Windows Mobile CE Operating System
- Microsoft 2016 or higher clustered environment and above.
- Microsoft Server Reporting Services (SSRS).
- Microsoft Load balanced IIS server farm
- Microsoft MVS web service development and support
- C#
- CHTML
- JSON
- Nuget
- Knockout
- J Query

- Microsoft Visual Studio Development Environment
- Click-Once Application deployment building and support
- Microsoft Sync Framework
- Microsoft Mobile Development and Windows Presentation Foundation

The system needs to be supported and maintained to ensure business continuity and avoid business disruption.

4. Scope of Work

The successful bidder will be required to provide the following services which includes ensuring uptime of the Star system related to the software, work with the third parties to resolve the issues and also communicate with the infrastructure team to ensure that the hardware is properly operational, and the backups are done. The work will include Key Performance Areas (KPA's) as outlined below:

4.1. System Support

- Ascertain the cause and point of failure and plan recovery procedure.
- Assist PRASA ICT personnel to restore the affected STAR Ticketing application software from backup where require.
- Assist PRASA to restore STAR databases from backup when required.
- Reset processing state and flag as applicable.
- Restart processes and monitor progress.
- Respond to calls and queries channeled through ICT Service Desk regarding the running of the ticketing software applications.
- Advise PRASA support team on course of action to resolve any reported problems.
- Review system activity and performance.
- Examine application and system log file s for any potential problems.
- Perform housekeeping functions such as clearing redundant files and data on the environment.
- Check that all STAR services are up and running.
- Check that all scheduled database agents' jobs are running.
- Conduct data collection integrity checks.
- Check that all remote devices are online and have reasonably good communication uptime and where there are issues report to appropriate section manager.
- Monitor system error and event logs.
- General application user support.
- Provide technical support and resolve third-party interfaces problems with STAR working with external third parties.
- Provide handheld support which may include data collection and importing of the data synchronization into the databases and other ad-hoc support required.
- Guide and provide support to business on reporting related issues.

4.2. Maintenance

This will cover analysis and correcting faults encountered in the operation or use of the STAR Ticketing software application and this will include the following:

- Investigate the cause of the fault, plan appropriate plan and advice on the course of action.
- Correct and test problematic modules, programs or macros.
- Adhere to the change management process for any enhancements that need to be done on the production environment.
- Archive data which is older than 5 years and shrink the database.

4.3. Enhancements

This will require the enhancements required by business on the system and the development of the Driver Journals from total hours of 800 hours. Some of the required enhancements are the following:

- Enhancements required to address the identified audit findings.
- Addition business requirements enhancements as required by business.
- Completion of the basic driver journals module requirements within six (6) to eight (8) weeks.

Please see the **table A** below for the costing for enhancements and development:

Description	Estimated Completion hours	Hourly rate	Total (Incl. VAT)
Driver Journals development (Basic)	320	R	R
Enhancements related to Audit findings	160	R	R
Additional Enhancements	320	R	R
TOTAL (Incl. VAT)	800		R

Table A: Enhancements and Developments

5. Bill of Quantities (BOQ)

The BOQ total cost will be used for contracting as per **table B** below which should include the total costs for enhancements and developments work indicated in **table A** above. This will assist in ensuring that PRASA pays for delivery and also service providers then know how many hours are allocated for each category of work.

Over and above the proposal, the service provider needs to indicate the costing for the support over 12 months and the total cost indicated in table A above for <u>enhancements and development work</u>	Total Hours over Project Implementation	Hourly Rate	Total Cost (Incl. VAT)
System Support and Maintenance (Over 12 months)	320	R	R
Total cost for Enhancements/ Development (800 hours) as indicated in table A above.	800	R	R
GRANT TOTAL (Incl. VAT)			R

Table B: BOQ Total Cost

6. Evaluation Process

Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, technical requirements, technical/functional evaluation, and preference points. The evaluation committee will follow the process depicted below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

Evaluation Process	
Stage 1A Compliance	Substantive responsiveness (mandatory)
Stage 1B Compliance	Administrative Responsiveness
Stage 2	
Technical Compliance Requirements	Evidence of providing required documents
Stage 3	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 65% .
Stage 4 Preference Points	
Price	80
BBBEE	20
TOTAL	100

Stage 1: Mandatory and Basic Compliance Requirements (Substantive and Administrative Responsiveness)

No.	Description of requirement	
Stage 1A - Mandatory Compliance Requirements (Substantive Responsiveness) If a supplier / bidder does not submit the following documents the Proposal will be disqualified automatically:		
a)	Completion of ALL RFP documentation (includes ALL declarations, ALL Standard Bidding Documents (SBD) and Commissioner of Oath signatures required)	
Stage 1B - Basic Compliance Requirements (Administrative Responsiveness) If you do not submit the following basic compliance documents your bid may be disqualified and these documents must be made available within five (5) business days should an award be made:		
a)	Original or certified B-BBEE certificate issued by SANAS OR Bidder to include AFFIDAVIT for QSEs and EMEs. In cases of JVs or consortiums, a combined B-BBEE certificate in the name of the JV/Consortium must be submitted	
b)	CSD supplier registration number (<i>should a bidder not registered on CSD; the bidder will be afforded 14 days after the closing date to register accordingly</i>)	
c)	A valid and Original Tax Clearance Certificate (valid as at the closing date of this RFQ) Or supply SARS Pin	
d)	Company registration documents	
e)	Copies of Directors' ID documents	
f)	Letter of Good Standing: COID	
g)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	

Stage 2 - Technical Compliance Requirements

PRASA requires a service provider with the experience, knowledge, and skillset for implementing reservation and booking system.

The bidder who fails to meet full Technical Compliance requirements below for the reservation and booking system will be disqualified for further evaluation.

Description	Evidence (Indicate location / index for the evidence (documents)).	Comply (Y/N)
Provide clients reference letters for implementing and support Reservation and Booking Ticketing System.	The Service Provider must attach a <u>minimum of one signed reference letters with contactable details</u> which clearly state their relevant experience in implementing and supporting Reservation and Booking System (Ticketing System) The reference letters can be either from current clients where a contract exist or from previous contract where the project completion date is not older than three years.	
Provide CV's of Technical Resources with the experience in implementing and supporting IT Systems.	Provide CV's of resources to be used in the support and enhancements.	
Provide a Driver Journal proposal based on the attached requirements within two months. Requirements are attached.	Project plan with timelines and milestones of implementing the Driver Journal module within two months.	

Stage 3 - Technical / Functional Evaluation

The minimum qualifying score for technical functionality in this bid is the **threshold of 65%**. Service provider who fails to meet the minimum qualifying score of 65% will be eliminated and must be not considered for the next evaluation stage of this bid.

Item No.	Evaluation Area.	Scoring Criteria (0 – 5)	Weight
1	Resources' Development experience CV/previous work Specific Areas of expertise and years' experience to be specific to the underlined technology platforms.	Application Development Experience <ul style="list-style-type: none">MVC Application development on Visual Studio with TFS. The following development skill sets must be demonstrated: <u>C#</u>, <u>CHTML</u>, <u>JSON</u>, <u>Nuget</u>, <u>Knockout</u>, <u>J Query</u>, <u>Dot-Net</u>WPF development (At least 2 experienced Developers)<ul style="list-style-type: none">[5] = More than 5 years' experience. / (>5)[4] = More than 4 years or less and equals to 5 years' experience. / (>4<=5)[3] = More than 3 years or less and equals to 4 years' experience. / (>3<=4)[2] = More than 2 years or less and equals to 3 years' experience. / (>2<=3)	25

Item No.	Evaluation Area.	Scoring Criteria (0 – 5)	Weight
		<ul style="list-style-type: none"> [1] = Equals to 1 or less than 1 years related experience. / (1 <= 2) [0] = No related experience. 	
2	Driver Journals proposal with timelines and milestones.	Implementation of the Driver Journals module. <ul style="list-style-type: none"> [5] = Implementation in less than 1 month. [4] = Implementation in 1 or less and equals to 2 months. [3] = Implementation in more than 2 or less and equals to 3 months. [2] = Implementation in more than 3 or less and equals to 4 months. [1] = Implementation in more than 4 or less and equals to 5 months. [0] Implementation in more than 5 months. 	30
3	The bidder is expected to provide the detailed Curriculum Vitae of a resource(s) with a Linux experience.	Resource on Linux Operating System (O/S) experience (At least one experienced Linux resources) <ul style="list-style-type: none"> [5] = More than 5 years of Linux O/S experience. [4] = More than 4 or less than and equals to 5 years of Linux O/S experience. [3] = More than 3 or less than and equals to 4 years of Linux O/S experience. [2] = More than 2 or less than and equals to 3 years of Linux O/S experience. [1] = 1 year or less than and equals to 2 years of Linux O/S experience. [0] = No Linux O/S experience or less than 1 year. 	20
4	Submitted personnel CV/previous work on Microsoft SQL Database Experience.	Database Experience – MS SQL MS SQL database administration tasks such as configurations, backups, database integrity Checks database statistics updates. SSRS reporting and dashboarding (At least 2 experienced DBA's) <ul style="list-style-type: none"> [5] = More than 5 more years' experience. [4] = More than 4 years' or less than and equals to 5 years' experience. [3] = More than 3 years or less than and equals to 4 years' experience. [2] = More than 2 years or less and equals to 3 years' experience. [1] = 1 year or less and equals 2 year' experience. [0] = No CV's and / or related experience or less than 1 year experience. 	15

Item No.	Evaluation Area.	Scoring Criteria (0 – 5)	Weight
5	Comprehensively documented Methodology covering: <u>Internal skill transfer</u> , <u>application maintenance</u> , <u>error tracking and debugging</u> , <u>version upgrades</u> , <u>user support</u> , <u>performance monitoring and tuning</u> , <u>quality assurance testing</u> and <u>documentation</u> of work done.	Support Methodology <ul style="list-style-type: none"> Application maintenance approach and methodology covering the following: <ul style="list-style-type: none"> [5] = The methodology covers all the areas highlighted below. [4] = The methodology covers 8 of the areas highlighted below. [3] = The methodology covers 6 of the areas highlighted below. [2] = The methodology covers 4 of the areas highlighted below. [1] = Methodology covers 2 of the areas highlighted below. [0] = No methodology or not covering areas highlighted below. <ul style="list-style-type: none"> Internal Skills Transfer Application maintenance Error tracking and debugging Version upgrades/enhancements Comprehensive user support Performance monitoring and tuning Performance testing Quality assurance testing Documentation development. 	10
		Total	100

The above scoring should be scored based on the below scoring

[5]: Exceedingly met and offer more	[4]: Exceedingly met	[3]: Fully met	[2]: Partially met	[1]: Inadequate	[0]: Not met
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SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)

BID NUMBER:	HO/ICT/STAR/10/2022	CLOSING DATE:	18 OCTOBER 2022	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR QUOTATION FOR SUPPORT AND ENHANCEMENTS OF THE RESERVATION AND BOOKING SYSTEM (STAR)				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
HAND DELIVERED TO: MPHIELO NONDABULA, 30 WOLMARANS STREET, BRAAMFONTEIN (PLEASE REFER TO COVER PAGE)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mphielo Nondabula				
TELEPHONE NUMBER	011 085 7498				
E-MAIL ADDRESS	Mphielo.Nondabula@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)
MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within working days from date of order. (To be completed by Service provider)

VALIDITY PERIOD: PRASA desires a validity period up to **30 days** against this Quotation. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Quotation is valid until (**To be completed by Supplier**)

YOUR REFERENCE:

PAYMENT:

Payment will be made upon completion of the works within 30 days from date of receipt of a correct tax invoice.

NOTE:

Non-submission of information which will be scored on functionality will lose points on functionality

Non-submission of certificate which will be scored on B-BBEE will lose points on Price and B-BBEE

Name and Address of Supplier:

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

Tel no.:

Fax no.:

Contact signature:.....

SUPPLY CHAIN MANAGEMENT

Email: mnondabula@prasa.com

DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, shareholder etc):
.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

YES / NO

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL
CONDITIONS OF TENDER AS STIPULATED IN THE RFQ SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

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 B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1.1 GENERAL CONDITIONS

- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included)
- b) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

2.

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- a) Price; and
- b) B-BBEE Status Level of Contributor.

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

2.2.1 Price -	80
2.2.2 B-BBEE Status Level of Contributor-	<u>20</u>
2.2.3 Total points for Price and B-BBEE -	<u>100</u>

2.3 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.

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

3. 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 Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender/ RFQ 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;

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 5.1

7.1 B-BBEE Status Level of Contributor. =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 If yes, indicate:

- i) What percentage (%) of the contract will be subcontracted.....?
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 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		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.7 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-BBEE status level of contributor indicated in paragraph 5.1 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

.....

.....

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1.This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all that authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (b) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

COMMISSIONER OF OATH

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to

*be binding on his/her conscience, and which was sworn to and signed before me at _____
on this the _____ day of _____ 20____, and that the administering oath complied with
the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

_____ (Name – SERVICE PROVIDER)

_____ (Sign – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP:

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

PRASA GENERAL CONDITIONS OF PURCHASE

General

PRASA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA. No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract.

Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to PRASA when accepted by PRASA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, PRASA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to PRASA.

In the case of service, the Supplier corrects non-conformances as indicated by PRASA.

Warranty

Without prejudice to any other rights of PRASA under these conditions, the Supplier warrants that the items are in accordance with PRASA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by PRASA.

Indemnity

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

Assignment and subcontracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

Termination

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.