



JOHANNESBURG ROADS AGENCY (SOC) LTD
(Company Registration No: 2000/028993/07)

CONTRACT No. JRA 21/28

FOR

**APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR
THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND
MAINTENANCE OF A MOBILE APPLICATION THAT WILL
IMPROVE MOBILITY FOR ROAD USERS.**

BID DOCUMENT

DATE: APRIL 2021

ISSUED BY:

**CHIEF EXECUTIVE OFFICER
JOHANNESBURG ROADS AGENCY
PRIVATE BAG X70
BRAAMFONTEIN
GAUTENG
2017**

PREPARED BY:

**Johannesburg Roads Agency (SOC) Ltd
PGIT; IT**

TEL: 011 – 298 5001

FAX: 011 – 298 5177

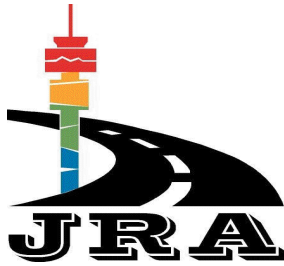
NAME OF TENDERER:

PHYSICAL ADDRESS:

.....

E-MAIL ADDRESS.....

TEL:



CONTRACT NO. JRA 21/28

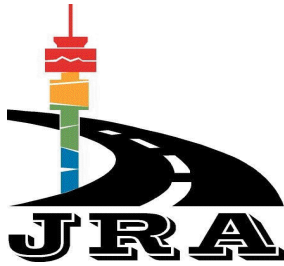
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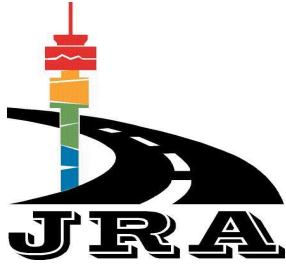
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PART 1 TENDER PROCEDURE



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

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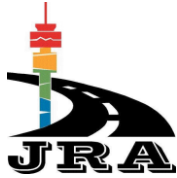
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T1.1 TENDER NOTICE AND INVITATION TO TENDER



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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Johannesburg Roads Agency invites tenders for the following:

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The Bid document can be obtained from the Johannesburg Roads Agency, Download from JRA Official website, (www.jra.org.za/procurement/tenders) as from **08 April 2021**. The document will be issued on receipt of a non-refundable deposit of **R 0.00**

The Employer is the Johannesburg Roads Agency.

Only Tenders complying with the following requirements will be considered:

- i) Tenders submitted on the prescribed Form of Tender
- ii) Tenders sealed in envelopes conspicuously marked as follows:

Tender Contract No JRA 21/28

Johannesburg Roads Agency
75 Helen Joseph Street, Cnr Harrison Street
Johannesburg
2000

There is **NO** compulsory or voluntary briefing or Site inspection session scheduled for this bid **Contract no JRA 21/28**

All tenders and supporting documents must be sealed in an envelope and be placed in the Tender box on the ground floor of the Johannesburg Roads Agency Head Office, No **75 Helen Joseph Street, Cnr Harrison Street, Johannesburg** before **11h00 on 11 May 2021**. Tenders will immediately thereafter be opened in public and **no late tenders will be accepted**.



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The Johannesburg Roads Agency (SOC) LTD reserves the right at its discretion, to award the bid:

- Not to the lowest price bidder
- Not to the highest scoring bidder
- Not to any bidder at all.
- Successful bidders may be subjected to security vetting process and clearance before consideration for an award by the JRA.
- In no bidder scores 60% or more on Functional/ Technical evaluation, then JRA reserves the right to cancel the bid and re-advertise.

The attention of bidders is specifically drawn to the provisions of the Conditions of Contract, which are included in the documents. All bids as advertised will remain valid for 120 days from the bid closing date.

For any further enquiries, please contact Johannesburg Roads Agency, tenderenquiries@jra.org.za



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>THE JOHANNESBURG ROAD AGENCY (JRA)</i>					
BID NUMBER:	JRA 21/28	CLOSING DATE:	11 MAY 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS).

JOHANNESBURG ROADS AGENCY(JRA) 75 HELEN JOSEPH STREET, CNR HARRISON STREET JOHANNESBURG 2001					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<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]					



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

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 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3 TOTAL NUMBER OF ITEMS OFFERED		4 TOTAL BID PRICE	R
5 SIGNATURE OF BIDDER	6 DATE	
7 CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	TALIFHANI NEMUKULA
CONTACT PERSON	LEON MONAGENG	TELEPHONE NUMBER	011 298 5000
TELEPHONE NUMBER	011 298 5000	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	tnemukula@jra.org.za
E-MAIL ADDRESS	tenderenquiries@jra.org.za		



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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 ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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IMPORTANT NOTICE

- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The bid box is open, 5 days a week, Monday to Friday, between 08h00 – 15h00.
- The bid box is located in the foyer on the ground floor, North Wing
- All bids must be submitted on the official forms – (not to be re-typed)
- All bidders must sign a security tender register when submitting their tender documents
- **Writing must be in block letters and black ink.**
- No bids will be considered from person in the service of the state (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations).
- This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. The JRA reserves the right not to award the bid.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Johannesburg Roads Agency (JRA)

Department: Supply Chain Management

E-mail address: tenderenquiries@jra.org.za



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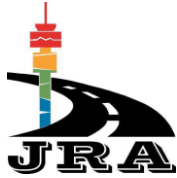
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T1.2 PROJECT DESCRIPTION



T1.2 DESCRIPTION OF THE WORKS

1. BACKGROUND

The JRA wishes to appoint a reputable service provider for the development, deployment, support and maintenance of a mobile application that will improve mobility for road users. The app must be able to detect and report road defect as an addition to those that are reported by other sources.

The main purpose of the mobile application is to ensure that all the roads infrastructure is well maintained, and roads are accessible and safe for all users.

The JRA uses a work management ERP system that allows to receive service requests from multiple sources. Service requests can be logged directly at the depot, via email, via social media platforms, via walk-ins, via the telephone and also via the COJ call centre.

The JRAs mandate in terms of the Service Delivery Agreement with the City of Johannesburg is to construct, maintain, and manage the infrastructure networks associated with the roads, road services, storm water, footways, railway sidings and traffic mobility. Part of its mandate is also to assist the City of Johannesburg in becoming a smart city.

To achieve the later the JRA is starting a smart city initiative through a mobile application that will enable its customers to capture and log service requests to JRA at any time from any location within the City of Johannesburg, faster call logging and improved turnaround times will reduce the average time to resolve service requests logged the application will provide an accurate location of the problem and makes it easy to receive photographic evidence.

2. SCOPE OF SERVICES

The potential Service Provider will design, develop, deploy, support, and maintain the new JRA Mobile Application for a period of 3 (Three) years with an option to renew/extend, including an appropriate Service Level Agreement.

The successful Service Provider thus will be required to provide JRA with the following:

- Functional Mobile App
- Support

The mobile application must be available for Windows Phone, Android and IOS smart phones users should simply get the app from online smart phone stores, the application must be able to handle 1000 000 (1 Million) users and more.

The chosen service provider will also be responsible for patching, maintaining, and monitoring availability (24/7) of the mobile application, including all upgrades and future enhancements for a period of 3 years with an option to renew/extend the contract.



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3. Project Site location

The following are the sites where JRA owns facilities in addition to the JRA Head Office situated on number: 75 Helen Joseph street, Jhb CBD (the list below may be subject to change):

Regional depots	Area Based	Physical Address
HEAD OFFICE	Johannesburg CBD	75 Helen Joseph Street, Johannesburg CBD
REGION A	Midrand	No 6 Dale Road, Corner Glen and Austin Road Midrand near testing station
REGION B	Waterval	Corner Johannes and Albert Street, Albert Ville
REGION B	Strydom Park	No 1 Hanschoeman Road, Corner Malibongwe Road Strydom Park
REGION C	Hamberg	159 Hamburg Road, Corner Reid Road Florida
REGION D	Dobsonville	No 2 Jonas Moabi Street Dobsonville near SAPS Station
REGION E	Norwood	15 Short Road, Cnr Pine & Orchard Street Norwood
REGION E	Zandfontein	5 Commerce crescent, Eastgate Krammerville
REGION F	Benrose	185 Main Reef Road Newtown
REGION G	Avalon: Soweto	1 Calendular Street Klipspruit Soweto
MOTORWAYS DEPOT	Johannesburg	20 End & Meikle Street, JHB CBD
RSD	Booyens	9 Steven Road Booyens
FLEET & PLANT DEPOT	Newtown	350 Main Road, Fordsburg
ASPHALT DEPOT	Booyens	8 Spring Street Ophirton Booyens
LABORATORY DEPOT	Booyens	8 Spring Street, Ophirton
TRAFFIC SIGNALS	New Town	1 Ntemi Mpiliso, Newtown

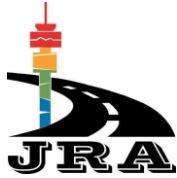
4. Financial Aspects

This appointment will be valid for a period of three (3) years from the date of award. Any reasonable instruction that has been given up to and until three (3) months prior to the expiry date of the contract, will be executed in full by the service provider, and the JRA will honour payment of such instruction in full.

Appointment will be valid for a period of three years and it would be expected of the service provider to fully execute all instructions issued within this period even if the work will run past the contract period.

Bidders participating in this contract accept that scope of works/instruction issued can be reduced or increased at any given time and he/she shall immediately amend execution of services according to such changes. The bidder further accepts that for each task, a quotation shall be prepared and submitted to the client for approval prior to the written instruction being issued. The bidder is responsible to ensure that, safety is prioritized in a case where the project may have to be paused for any prevailing reason.

Please note that the failure to issue an order/instruction by the JRA does not constitute any breach of contract.



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5. TECHNICAL AND FUNCTIONAL SPECIFICATIONS

JRA is looking for a qualified and reputable service provider for development and deployment of a mobile application that will improve mobility for road users.

The mobile application will enhance the JRA's reachability and improve service delivery to their customers. The application will allow road users to report road related defects at the click of a button. The application will have user-friendly features that enable road users to snap, register the location and notify the JRA of potholes, missing manhole covers, weeds growing on the road, defective traffic signals and other related infrastructural faults for urgent attention.

The successful service provider will have to create interfaces between the new mobile solution and the current JRA ERP system and all future JRA ERP systems as requested.

The scope of work may change to include further enhancements. The details will be discussed and confirmed at time of contract agreement. However, the contract must provide a provision for additional changes on the existing contract.

New Mobile App Features description:

- The Mobile app must have a Sign up/Registration page.
- Users must be able to sign into the APP using their existing Facebook, Google or Twitter account.
- The Mobile app must be able to send a registration verification pin after creating the user VIA (OTP, SMS or EMAIL)
- The Mobile app must enable the Users to be able to view and update their personal user profile details.
- The Mobile App must be able to detect road defects using technologies installed on the smart phone.
- The Mobile App must allow users to log service requests for potholes, broken traffic signals, bad road, and any other road defects within the COJ.
- The Mobile app must allow road users to view, update and track progress on all logged road defects within the COJ.
- The Mobile App should be able to notify the user if the road defects they want to report has already been reported ; an existing service request number as prove to avoid duplicates, the user must then use the existing service request to comment and track the status of the service request.
- The Mobile app must have an option to notify the user of all logged road faults that they are driving towards using a radius.
- The Mobile app must allow users to capture pictures when logging a service request.
- The Mobile app must allow users to select a category and possible subcategory of the road defects when logging a request.
- The Mobile app must allow users to view previous service requests that they have logged (Progress, Comments and of service request).
- The Mobile app must allow users to view the JRA relevant contact details per region and be able to dial the contact number.
- The Mobile App must allow inspectors to select on a logged service request and use MAPs on their devices to navigate to the location.
- The successful service provider should be able to design and develop interface tables for integrating with the current ERPs.
- The Mobile app should be able to integrate with future ERP's like Hansen, SAP etc.
- The Mobile app should be able to interface readable street address (Region, Suburb and Street Name) and not coordinates (X, Y).

Web App Features (Dashboards and Support)

The development of the web application(browser) that will have the reporting and dashboards to visualize all the service requests collected from the mobile app.

Administration

- The Mobile App Administrator must be allowed:
 - To customize app user roles.
 - To assign privileges to a role.



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- A user assigned to a customized role must only have access and privileges of that role and access to add/delete or update other users.
- The Mobile App User Management
 - The Mobile App administrator must be allowed to manage users (Add new user, update user, activate, or deactivate user).

Reporting and Dashboards

- The app must have dashboards showing a view of reported KPI service requests per REGION:
 - (Potholes, Broken traffic lights, Bridges, etc.)
- The app must allow users to download pdf reports or export excel reports of reported service requests by REGION and be able to email them.

Support

- The app must allow the administrator to manage road defects within the city (Co-ordinates - "Street, Suburb, and To this regard, the app must:
- Acknowledge reported service requests:
 - After the responsible REGION has acknowledged the reported issue, a notification (SMS/EMAIL) must be sent to the customer who has reported the issue.
- Verify service requests:
 - The Inspectors must be able to select service requests by REGION on the map and drive to service request location to verify if the issue is real and update on the system.
- Approve for fixing:
 - Service requests that have passed the verification stage, must be automatically interfaced into existing ERPs for fixing.
- Work allocation:
 - Will be done using the ERP system and update the Mobile App accordingly
- Update work status:
 - Will be done within the ERP system REGIONS will be able to update the work with complete or incomplete a comment. They must also take the picture of the work done and upload on the system.
- Quality Assurance
 - The mobile APP must store (before & After image) of the affected spot where work was done.

The successful service provider will closely work with relevant JRA staff to understand the technical requirements, existing datasets, workflow, end users, access levels, and available technology infrastructure to manage the production database and related operations as well as a detailed hand over of the solution to the JRA.

Other Contract Specifications.

- i) Service Provider must comply with Bid submission requirements as set in the bidding document and meet compliance (mandatory) requirements set above in order for the Offer to be considered for further evaluation.
- ii) Proposals will be submitted through a Single Stage bidding process with a one envelope system.
- iii) Successful service provider may be subjected to security vetting process and clearance obtained to be considered for an award by the JRA.
- iv) Any changes by the service provider relating to resources allocated to the project will require JRA approval and deployment by the service provider.
- v) Due diligence will be performed on service provider meeting minimum requirements to establish their capability to undertake JRA projects. Due diligence will include financial position (resources), verification of work successfully completed.
- vi) The Service Provider must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): for Waste Management.
- vii) Cash flow requirement- Service Provider must prove they have access to cash flow requirement in excess of the value of this Bid or prove he has access to line of credit from a relevant financial service provider.
- viii) The service provider is referred to the following regulation with regard to exclusion from future work opportunities to non or poor performance:



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Treasury Regulations 16A9.2

The accounting officer or accounting authority –

(a) May disregard the bid of any bidder if that bidder, or any of its directors –

- (i) Have abused the institution's supply chain management system
- (ii) Have committed fraud or any other improper conduct in relation to such System; or
- (iii) Have failed to perform on any previous contract; and

(b) Must inform the relevant treasury of any action taken in terms of paragraph (a).



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JOHANNESBURG ROADS AGENCY (SOC) LTD
CONTRACT NO. JRA 21/28

FOR

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

T1.3 TENDER DATA



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The Tender Part 1
Tender Procedures
CONTRACT No. JRA 21/28

T1.3 TENDER DATA

Clause number	Conditions of Tender
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294, Construction Procurement Processes, Procedures and Methods. (See Volume 3 The Contract, Part 5 Annexures – C5.1 Standard Conditions of Tender Annex F).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is the Johannesburg Roads Agency
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><u>THE TENDER</u></p> <p><u>Part 1: Tender Procedures (Volume 1)</u></p> <p>T1.1 Tender notice and invitation to tender T1.2 Project Description T1.3 Tender data</p> <p><u>Part 2: Returnable Documents and Schedules (Volume 2)</u></p> <p>Part 2.Returnable Documents And Schedules T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><u>THE CONTRACT (VOLUME 3)</u></p> <p><u>Part 1: Agreements and contract data</u></p>



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	<p><u>Part 2: Pricing data</u></p> <p>Pricing Schedule</p> <p><u>Part 3: Scope of Work</u></p> <p><u>Special Conditions of Contract</u></p> <p>JRA Technical Specifications</p> <p><u>Part 5: ANNEXURE F: SANS 294: 2004</u></p> <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294, Construction Procurement Processes, Procedures and Methods. (See Volume 3 The Contract, Part 5 Annexures – C5.1 Standard Conditions of Tender Annex F).</p>
F.1.4	<p><u>The Employer's agent is:</u></p> <p>JRA PGIT Department Address: 5Th Floor North 75 Helen Joseph Street, Cnr Harrison Street Johannesburg, CBD.</p> <p>Contact person: Talifhani Nemukula Tel: (011 298 5000) Fax: 011 298-5177 E-mail: tnemukula@jra.org.za</p>
F 2.1	<p>Only those Bidders who meet the following requirements are eligible to submit tenders.</p>



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F.2.1.1	<p>Bidders will not be eligible to submit a Bid if:</p> <ol style="list-style-type: none"> 1) The Bidder submitting the Bid is under restrictions or has principals who are under restriction to participate in the JRA's procurement due to corrupt or fraudulent practices; 2) The Bidder does not have the legal capacity to enter into the contract; 3) The Bidder submitting the Bid is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; <p>The Bidder cannot demonstrate that he possesses the necessary professional and competent technical qualifications, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.</p>
F2.2 Cost of Tendering	The JRA will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the JRA
F.2.7	<p>There are <u>NO</u> arrangements for the compulsory or voluntary clarification meeting are:</p> <p>Location: N/A</p> <p>Date: N/A</p> <p>Starting time: N/A</p>
F.2.13.	A One -envelope procedure will be followed.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
F.2.13.5	<p>Bidders are requested to deliver the submission in one envelope. The JRA's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Title to appear on envelope:</p> <p>CONTRACT NO JRA 21/28: APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.</p> <p>This envelope must contain the Returnables, SCM Documentation (Volume 1&2) AND contract, pricing schedules as Volume 3 and Annexures. This envelope must contain printed copies of all the pages in this document, duly completed, signed and to be bound.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name.</p>



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	<p>Identification details: TENDER BOX</p> <p>Location of tender box: Ground Floor of the Johannesburg Roads Agency</p> <p>Physical address: 75 Helen Joseph Street, Cnr Harrison Street Johannesburg CBD.</p>
F.2.15	<p>The closing time for submission of tender offers is 11h00 on 11 May 2021.</p> <p>The Johannesburg Roads Agency is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 120 days.
F2.22	Return all retained tender documents within 28 days after the expiry of the tender validity period.
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) <i>A unique security personal identification number (PIN) from SARS which enables JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system;</i> 2) <i>Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender.</i> 3) <i>Vendor Number Registration with (National Treasury) Central Supplier Database. Please attach proof</i>
<p>Add the following new clause</p> <p>F2.24</p>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the JRA's officials or the JRA's agent in respect of his tender, after the opening of the tenders but prior to the JRA arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>



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<p>Add the following new clause</p> <p>F2.25</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the municipality or Municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ul style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p><u>F.3</u></p>	<p>Employer's Undertakings</p>
<p><u>F.3.1</u></p>	<p>Respond to clarification</p> <p>Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.</p>
<p><u>F.3.2</u></p>	<p>Issue addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.</p>
<p>F.3.4</p>	<p>The time and location for closing/opening of the tender offers are:</p> <p>11h00 on 11th May 2021 on the ground floor (north wing) of the Johannesburg Roads Agency (JRA) Head Office , 75 Helen Joseph Street, Cnr Harrison Street Johannesburg CBD.</p>



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F.3.9	Arithmetical errors, omissions and discrepancies
F.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.
F.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>



The financial offer will be scored using Formula 2 (option 1) using appropriate formula, depending on whether Contract amount is Less than **OR** More than R50 000 000 as follows:-

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

In terms of Regulation 5 (2) and 6 (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 (90 / 10 system)	Number of points (80 / 20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Bid offers will only be accepted on condition that :

- a) the bidder has in his or her possession a unique security personal identification number (PIN) issued by the South African Revenue Services;
- b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) the bidder has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect;and



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	<p>d) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.</p>
F.3.11.2	<p>Evaluation Criteria:</p> <p>i) Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA) will apply to this bid, It should be noted that the relevant preference point system (80/20 or 90/10) to be utilized. The 90/10 preference point system is applicable to bids with a rand value above R50 million (all applicable taxes included) whilst the 80/20 preference point system is applicable to bids with a rand value below R50 million (all applicable taxes included).</p> <p>ii) The Functionality Evaluation is indicated below and a full Assessment schedule in on page 25</p> <p>iii) Experience of the Firm/Company in terms of the stated requirements of the project.</p> <p>iv) Track record/potential of the tendering company/firm to serve as a stable contractual partner.</p> <p>v) Price as per proposal submission</p> <p>vi) The B-BBEE Preference Benefit and Financial Plans of the Bidders whose pass the Definitely Not Negotiable Phase will be evaluated for ward of the contract.</p> <p>vii) The points allocated as contemplated in (MBD 6.1) in the Preferential Procurement Policy Framework Act, 2017.</p> <p>viii) The evaluation of Bids will be undertaken in terms of the MFMA</p> <p>The tender process requires the technical and pricing proposals to be submitted. Weighting with respect to response evaluation will be applied according to the following broad guidelines:</p> <p>Section A: Supply Chain Management Pre-Compliance</p> <p>Bidders must submit the following documents. Failure to submit these forms will lead to disqualification of your bid.</p> <p>i) Signed all pages of Tender document where it is required.</p> <p>ii) All required certificates, supporting documents and form of evidence as required to be attached:</p> <ul style="list-style-type: none"> • Completed and signed MBD 1 • Completed and signed MBD 2 • A unique security personal identification number (PIN) issued by the South African Revenue Services. (Attach). • Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice) Attach. • Completed and signed Declaration of interest (MBD 4)



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	<ul style="list-style-type: none"> • Complete and signed Declaration of Bidders past Supply Chain Practices (MBD 8) • Completed and signed Certificate of Independent Bidder determination (MBD 9) • A valid and signed Joint Venture Agreement (In case of Joint Ventures and Consortium, if it is applicable) • Latest three year audited financial statements required by law (not applicable) • In NOT REQUIRED FOR THIS BID not required by law to have audited three year financial statements must be signed by the Managing Member of the Company/CC. not applicable • Complete and signed Declaration of Procurement above R10 Million (all applicable taxes included) (MBD 5) not applicable. <p>FAILURE TO COMPLETE AND SUBMIT THE ABOVE DOCUMENTS WILL RESULT IN THE BID BEING DISQUALIFIED]</p> <p><u>Additional Compulsory Pre-Compliance Submissions</u></p> <ul style="list-style-type: none"> • The completed tender document shall be scanned page by page and saved in .pdf format on a CD submitted with the documents. (Soft Copy) • Copy of this fully completed tender document (Hard Copy original) and All the returnables. • Original or Certified Copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1)
F.3.18	The number of paper copies of the signed contract to be provided by the employer is ONE.



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F.3.11.3 EVALUATION CRITERIA

Quality-Based Selection (QBS) Method will be used to select the preferred Service providers to be shortlisted.

Required Minimum threshold, passing Mark, for Technical Proposal

Technical Proposals will have to achieve minimum threshold points of 70% in order to be considered for shortlisting. While it will be preferred that only highest scoring Bidders will be shortlisted, JRA will determine the number of Bidders to be shortlisted. If no bidder scores 70% then JRA reserves the right to lower the required score to 60%. If no bidder scores 60% or more the bid will be cancelled and re-advertised.

- i) The 80/20 or 90/10-point system will apply. 80 or 90 Points max will apply to Price (Ps) and 20 or 10 points will apply to B-BBEE status.
- ii) The bid will be evaluated in three phases:

Phase 1: Pre-compliance Assessment.

This phase will establish the extent at which the Service Provider has complied with submission requirements and meet the compliance and qualification (mandatory) requirements. *Only Bidders that fully meet compliance requirements will have their Proposals further evaluated at Phase 2: Functional/Technical Evaluation.*

Bidders will have to complete and submit all returnable documents requested in the bidding document to determine their compliance to participate in the bid. Failure of this will result in the bid being set aside and will not be evaluated any further. Only those bidders that are responsive to the submission requirements at this stage will be further evaluated at phase 2.

Phase 2: Functional/ Technical Evaluation

Functional/Technical Evaluation

Bidders who pass through the Functional /Technical Evaluation which is discussed in detail in the following sections.

Phase 3: B-BEE and Financial Plans Evaluation.

B-BBEE preference benefit and Financial offers of the Bidder whose functionality Plan scored minimum 70% (or 60%) will be evaluated further for the contract award. The price will be evaluated using the rates submitted on the schedule of quantities.

FUNCTIONAL REQUIREMENTS FOR SERVICE PROVIDERS

To assess the Bidder's suitability to undertake the project, the Bidder's **Company Experience**, **Number of projects completed** and **Company resources** will be evaluated.

JRA shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly



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be made where specified and at the correct location, any attachment other than what has been requested by JRA, shall be completely ignored, and scored zero in terms of points, where point's allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink; no computer regenerated forms will be accepted. Any form of evidence indicating computer regenerated "FORM" will automatically be disqualified by scoring zero. Forms must be completed in full; forms not completed in full shall be rejected by scoring zero.

In order to participate in this tender, Service Provider must meet the minimum compliance requirements set in this document, below and provide evidence to prove that they have requisite qualifications and experience as follows:

Qualification of the Service Provider

6. Eligibility, Qualification & Experience of The Service Provider

To participate in this tender service provider must meet the minimum eligibility requirements set in this document, below and provide evidence to show that they have requisite qualifications and experience as follows:

Qualification of The Service Provider

a) EXPERIENCE OF COMPANY: This sub criterion covers the experience of the company in the provision of ICT services (Mobile Application Development). Company must have a minimum of five (5) years' experience in the ICT industry.

b) COMPLETED PROJECTS: This sub criterion covers the experience of the company in the ICT Industry. The company must have a record of past performance with a minimum of two (2) contracts/projects where similar services were rendered. Proof of such must be attached as required of projects completed by the company to the value of R2 000 000.00 or more over the past 5 years.

COMPANY RESOURCES

(i) **QUALIFICATIONS OF PROJECT MANAGER:** This sub criterion covers the Qualifications of proposed Project Manager (Minimum 3 Year IT Qualification is required and a Project Management Certificate or Higher **EXPERIENCE OF PROJECT MANAGER:** This sub criterion covers the experience of the proposed Project Manager minimum work experience of 2 years in application development projects.

(ii) **QUALIFICATION OF APPLICATION DEVELOPER 1** This sub criterion covers the qualification of the proposed Application Developer **EXPERIENCE OF APPLICATION DEVELOPER.** This sub criterion covers the experience of the proposed Application Developer minimum work experience of 3 years.



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(iii) **QUALIFICATION OF APPLICATION DEVELOPER 2** This sub criterion covers the qualification of the proposed Application Developer **EXPERIENCE OF APPLICATION DEVELOPER**. This sub criterion covers the experience of the proposed Application Developer minimum work experience of 3 years.

(iv) **QUALIFICATION OF BUSINESS ANALYST** This sub criterion covers the qualification of the proposed Business Analyst. **EXPERIENCE OF BUSINESS ANALYST** This sub criterion covers the experience of the proposed Business Analyst minimum work experience of 3 years.

(v) **QUALIFICATION OF SYSTEMS ANALYST** This sub criterion covers the qualification of the proposed System Analyst. **EXPERIENCE OF SYSTEMS ANALYST** This sub criterion covers the experience of the proposed System Analyst minimum work experience of 3 years.

7. Submission of Bids

Bids will be submitted through a Single Stage bidding process with a One envelope system, wherein all completed Returnable Documents/forms with supporting evidence shall be sealed and submitted together with the Financial Offer in one envelope.

8. Selection and Evaluation Criteria

In addition to complying with submission requirements as set in the bidding documents and completion of all returnable documents, service providers must meet all the technical and functional specification for the requirements.

This contract is estimated to have a value of less than R 50 million and consequently the 80/20-point system will apply. 80 Points max will apply to Price (Ps) and 20 points will apply to B-BBEE status.

Evaluation will be conducted in accordance with PPPFA Regulation of 2017 and will take the following Stages:

Phase 3: B-BEE and Financial Plans Evaluation.

Service providers who pass through the mandatory requirements will then be assessed for Technical and Functional Evaluation which is discussed in detail in the following sections.

Only Bids that are determined compliant at this stage will be further evaluated for Financial and B-BBEE) in phase 3.

Phase 3: Financial Evaluation (Price and BBBEE Evaluation)

In this stage, financial offers will be evaluated for price reasonableness but also checked to verify correctness of mathematical computation and ensure pricing is benchmarked against the industry and market value but also that all items are correctly priced. In this stage BBB-EE ratings will be verified, and score given in accordance with the pre-set criteria of 80/20 as set in the bidding document.

KINDLY NOTE:

The JRA reserves the right, at its discretion, to award the bid to:

- Not the lowest service provider
- Not the highest scoring service provider.
- Not any service provider at all



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- We reserve the right to negotiate with the winning service provider.

6.1 Scoring Matrix

Company Experience:

The service provider must only complete "Form of Company Experience" as evidence for completed bid related company experience, after carefully reading the specification below.

DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED", this will be concluded as "no information submitted for assessment or evaluation" and scored zero. Attachment shall strictly be made where specified and at the correct location. Any attachment other than what has been requested by JRA, shall be completely ignored, and scored zero in terms of points, where points allocation is required.

The service provider must demonstrate the Company's Experience by listing only completed number of Bid related Projects, over the last five years.

The completion date must be indicated on the form and the appointment letter, purchase order and/or completion certificate the client with scope of work completed must be attached to the form. Should the completion date be left blank on the form, the project shall be regarded as incomplete and not be considered on the number of projects completed. Should the, purchase order and/or completion certificate not be attached, the project shall not be considered for scoring.

Service Providers must submit the evidence in the prescribed format as detailed in the Bid Document. Any evidence submitted in a format not prescribed above shall be ignored and scored zero where point allocation is required.

Completed Contracts (R2 000 00.00 and above in the past five years):

The bidder will need to attach letters of appointment, purchase order and completion certificates for completed projects with a combined monetary value of R2 000 000.00 and above within the last five years.

6.2 Summary of the Functional Evaluation

#	CRITERIA	WEIGHTING	EVIDENCE
1	Company Experience	10	Complete 'Form of Company Experience and attach at the back of the form Purchase Order and or Completion Certificate
2	Completed Projects (<u>R2 000 00.00 and above within in the past five years</u>)	10	Purchase orders or Completion Certificates
3	Project Manager Qualification and Experience	20	CV, Relevant certified Qualification
4	Application Developer 1	15	CV, Relevant certified Qualification
5	Application Developer 2	15	CV, Relevant certified Qualification
6	Business Analyst	15	CV, Relevant certified Qualification
7	System Analyst	15	CV, Relevant certified Qualification
	TOTAL	100	CV, Relevant certified Qualification

service provider is requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well as supplying purchase orders and or completion certificates for completed projects. Failure to supply purchase orders and or completion certificates as required will mean that



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the project will not be contributing towards experience of the company and service provider will lose points on this criterion, under completed projects.

Functional Evaluation Criterion Table

CRITERIA	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	EVIDENCE
EXPERIENCE OF COMPANY	This sub criterion covers the experience of the company in the provision of ICT services (Mobile Application Development). Company must have a minimum of five (5) years' experience in the ICT industry	10		As requested in Copies of Completion Certificates or Purchase Orders
	More than 5 years		10	
	5 years		7	
	Less than 5 years		0	
COMPLETED PROJECTS	This sub criterion covers the experience of the company in the ICT Industry. The company must have a record of past performance with a minimum of two (2) contracts/ projects where similar services were rendered. Proof of such must be attached as required of projects completed by the company to the value of R2 000 000.00 or more over the past 5 years.	10		As requested in Copies of Completion Certificates or Purchase Orders
	More than 2 similar projects successfully completed		10	
	2 similar projects successfully completed		7	
	Less than 2 similar projects successfully completed		0	
QUALIFICATIONS OF PROJECT MANAGER	This sub criterion covers the Qualifications of proposed Project Manager (Minimum 3 Year IT Qualification is required and a Project Management Certificate or Higher	10		As requested in Copies of certified qualifications.
	3 Year IT Qualifications plus Project Management Certificate or Higher		10	
	3 Year IT Qualification		7	
	No IT Qualification		0	
EXPERIENCE OF PROJECT MANAGER	This sub criterion covers the experience of the proposed Project Manager minimum work experience of 2 years in application development projects.	10		As requested a detailed CV (with a clear career progression)
	More than 2 years		10	
	2 years		7	



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CRITERIA	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	EVIDENCE
	Less than 2 years		0	
QUALIFICATION OF APPLICATION DEVELOPER 1	This sub criterion covers the qualification of the proposed Application Developer	5		As requested Certified Qualifications.
	3 Year IT Qualification and Application Development Certification		5	
	3 Year IT Qualification only		4	
	Application Development Certification Only		2	
Experience of Application Developer 1	This sub criterion covers the experience of the proposed Application Developer minimum work experience of 3 years.	10		As requested a detailed CV (with a clear career progression)
	More than 3 years		10	
	3 years		7	
	Less than 3 years		0	
Qualification of Application Developer 2	This sub criterion covers the qualification of the proposed Application Developer	5		As requested certified Qualifications.
	3 Year IT Qualification and Application Development Certification		5	
	3 Year IT Qualification only		4	
	Application Development Certification Only		2	
Experience of Application Developer 2	This sub criterion covers the experience of the proposed Application Developer minimum work experience of 3 years.	10		As requested detailed CV (with a clear career progression)
	More than 3 years		10	
	3 years		7	
	Less than 3 years		0	
Qualification of Business Analyst	This sub criterion covers the qualification of the proposed Business Analyst.	5		As requested certified Qualifications.
	3 Year IT Qualification and Business Application Certification		5	
	3 Year IT Qualification only		4	



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

CRITERIA	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	EVIDENCE
	Business Application Certification only		2	
Experience of Business Analyst	This sub criterion covers the experience of the proposed Business Analyst minimum work experience of 3 years.	10		As requested detailed CV (with a clear career progression)
	More than 3 years		10	
	3 years		7	
	Less than 3 years		0	
Qualification of Systems Analyst	This sub criterion covers the qualification of the proposed System Analyst.	5		As requested certified Qualifications
	3 Year IT Qualification and system Analysis Certification		5	
	3 Year IT Qualification		4	
	System Analysis Certification Only		2	
Experience of Systems Analyst	This sub criterion covers the experience of the proposed System Analyst minimum work experience of 3 years.	10		As requested detailed CV (with a clear career progression)
	More than 3 years		10	
	3 years		7	
	Less than 3 years		0	
	TOTAL	100%		Minimum threshold required is 70 %

* Service provider that scored the minimum of 70% and more on functionality will be further evaluated on the 80/20 preference point principle. If no service provider scores 70% then JRA reserves the right to lower the required score to 60%. If no service provider scores 60% or more, then JRA reserves the right to cancel the bid and re-advertise.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

Form of Company Experience

FORM OF COMPANY EXPERIENCE		
Project no. (e.g. 1;2;3...8)	Project No. 1	Projects No. 2
Project Description: (as per client)		
Project Value: (e.g. R0.5m)		
Start and Completion Date: (dd/mm/yyyy)		
Client Name: (e.g. JRA)		
Client Contact Person: (e.g. D. Dakolo 011 000 0000)		
Duly Authorised 'Personnel signature confirming that: Form is completed in full and all required proof have been attached at the back of this page (Not attached separately) . Failure to complete this form will result in zero points allocated.		



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM OF COMPANY EXPERIENCE		
Project no. (e.g. 1;2;3...8)	Project No. 3	Projects No. 4
Project Description: (as per client)		
Project Value: (e.g. R0.5m)		
Start and Completion Date: (dd/mm/yyyy)		
Client Name: (e.g. JRA)		
Client Contact Person: (e.g. D. Dakolo 011 000 0000)		
Duly Authorised 'Personnel signature confirming that: Form is completed in full and all required proof have been attached at the back of this page (Not attached separately) . Failure to complete this form will result in zero points allocated.		



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

1.

FORM OF COMPANY EXPERIENCE		
Project no. (e.g. 1;2;3...8)	Project No. 5	Projects No. 6
Project Description: (as per client)		
Project Value: (e.g. R0.5m)		
Start and Completion Date: (dd/mm/yyyy)		
Client Name: (e.g. JRA)		
Client Contact Person: (e.g. D. Dakolo 011 000 0000)		
Duly Authorised 'Personnel signature confirming that: Form is completed in full and all required proof have been attached at the back of this page (Not attached separately) . Failure to complete this form will result in zero points allocated.		



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

2.

FORM OF COMPANY EXPERIENCE		
Project no. (e.g. 1;2;3...8)	Project No. 7	Projects No. 8
Project Description: (as per client)		
Project Value: (e.g. R0.5m)		
Start and Completion Date: (dd/mm/yyyy)		
Client Name: (e.g. JRA)		
Client Contact Person: (e.g. D. Dakolo 011 000 0000)		
Duly Authorised 'Personnel signature confirming that: Form is completed in full and all required proof have been attached at the back of this page (Not attached separately) . Failure to complete this form will result in zero points allocated.		



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

The Tender Part 1
Tender Procedures
CONTRACT No. JRA 21/28

BIDDER RESOURCE NOMINATION FORM: (bidders to complete and provide evidence as requested)

Resources	Name and Surname	Evidence
Project Manager		As requested certified Qualifications and a detailed CV (with a clear career progression)
Application Developer 1		As requested certified Qualifications and a detailed CV (with a clear career progression)
Application Developer 2		As requested certified Qualifications and a detailed CV (with a clear career progression)
Business Analyst		As requested certified Qualifications and a detailed CV (with a clear career progression)
System Analyst		As requested certified Qualifications and a detailed CV (with a clear career progression)

Response Submission

Service Providers must (price) respond to all items in this section, failure to do so may be excluded from further consideration.

Point of Contact/Project Manager

Tenderers should be able to provide a dedicated point of contact or account manager who can deal with the project life cycle etc.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

Acceptance of Test Period

Service providers, should be prepared to allow an acceptable test period of 2 weeks during which the functionality is to be confirmed as satisfactory. Should the agreed functionality fail to be satisfactory the Company shall have the right to cease the agreement forthwith at no cost or detriment to the Company.

Current Similar Services

None

Capacity Building and Training

The successful service provider is required to conduct skills transfer and end-user training on the JRA premises, tailored specifically to JRA's requirements (e.g., CRM Administrators, ROM, ICT professionals). A proposed plan for training should include follow-up training for JRA personnel who will continue to train others.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

F.3.11.3.2.4 PHASE 3: B-BBEE and Financial Plans Evaluation

The B-BBEE preference benefit and financial plans (price) of the technically compliant bides will be evaluated for award of the contract.

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

Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

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.

The Employer (JRA) 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 Employer.

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{Or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid



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F.3.11.3.2.5 AWARD OF BID

“The Johannesburg Roads Agency (SOC) Ltd reserves the right, at its discretion, to award the bid:

- Not to the lowest bidder
- Not to the highest scoring bidder.
- Not to any bidder at all.
- In part / by item to various bidders, if so required
- In the event of multiple bids for similar scope of works, the JRA reserves the right to appoint more than one bidder for such similar work.
- Successful bidders may be subjected to security vetting process and clearance before considered for an award by the JRA.
- To negotiate with one or more preferred bidders identified in the evaluation process regarding any terms and conditions including prices without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidders



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JOHANNESBURG ROADS AGENCY (SOC) LTD

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T1.4 SCHEDULE OF CONTRACT DOCUMENTS



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

T1.4 SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

THE TENDER (VOLUME 1)

PART 1: TENDER PROCEDURE

- T1.1 Tender notice and invitation to tender
- T1.2 Project Description
- T1.3 Tender data

PART 2:-THE TENDER (VOLUME 2)

PART 2: RETURNABLE DOCUMENTS AND SCHEDULES

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

THE CONTRACT (VOLUME 3)

PART 1: CONTRACT AGREEMENT

- Part C1.1: Contract Agreement
- Part C1.2: Contract Data
- Part C1.3: Conditions Pertaining To Affirmative Procurement

PART 2: PRICING DATA

- Part C2.1 Pricing Instructions
- Part C2.2: The pricing Data and Schedule of Rates

PART 3: SCOPE OF WORK

- Part C3.1 Special Conditions of Contract
- Part C3.2 General Conditions of Contract
- JRA Requirements and Specifications

PART 5: ANEXURES SANS 294: 2004

SANS 294: 2004 – Standard Conditions of Tender. This publication is available from Standards South Africa (a division of SABS) Tel (012) 428-6929/33.



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JOHANNESBURG ROADS AGENCY (SOC) LTD

CONTRACT NO. JRA 21/28

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APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

PART 2: RETURNABLE DOCUMENTS AND SCHEDULES



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FOR

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T2.1 LIST OF RETURNABLE DOCUMENTS



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T2.1 LIST OF RETURNABLE DOCUMENTS

1. Returnable Schedules required for tender evaluation purposes

The following Forms must be completed by Tenderer for Evaluation purposes:

- FORM A. MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS MBD 7.1
- FORM B. CERTIFICATE OF AUTHORITY OF SIGNATORY
- FORM C. DETAILS OF BIDDER
- FORM D. FORM OF BID
 - a. FORM D1:
- FORM E. RECORD OF ADDENDA TO BID DOCUMENTS
- FORM F. MBD 6.1 POINTS CLAIMED FOR B-BBEE STATUS
- FORM G. DECLARATION OF INTEREST MBD 4
- FORM H. TAX COMPLIANCE REQUIREMENTS MBD 2
- FORM I. CURRENT MUNICIPAL CHARGES
- FORM J. VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE
- FORM K. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8
- FORM L. CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9
- FORM N. DECLARATION OF BIDDERS LITIGATION HISTORY
- FORM O. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)
- FORM P. OMISSIONS AND VARIATIONS
- FORM Q. DEFAULT CLAUSE
- FORM R. CERTIFICATE OF TENDERER'S VISIT TO THE SITE/ ATTENDANCE OF BRIEFING SESSION (**Not Applicable to this tender**).
- FORM S. ELECTRONIC PAYMENT INTO BANK ACCOUNT
- SCHEDULE OF COMPLIANCE
- FORM T. COMPANY EXPERIENCE

2. Documents

Documents to be returned are:

- Tender Procedures (Volume 1)
- Returnable Documents and Schedules (Volume 2)
- Agreement/Contract (Volume 3)



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FORM A. MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS MBD 7.1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)
.....
..... in
accordance with the requirements and specifications stipulated in bid
number..... at the price/s quoted. My offer/s remains binding upon me and
open for acceptance by the purchaser during the validity period indicated and calculated from
the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax compliance requirements (PIN);
 - Pricing schedule(s) and Technical specification (s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) All other required documents (Forms to be filled) as specified by the JRA in the Bid document



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....CAPACITY

DATE.....

SIGNATURE..... NAME OF FIRM.....

WITNESSES

1.

2.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM B. CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of a meeting of the Board of *Directors / Members / Partners:

(Name of Firm)

held on that:

FULL NAMES

SIGNATURE

In his/her/their capacity as

..... is/are hereby authorised to enter into, sign and execute and complete any documents relating to Bid and/or Contracts for the supply of goods and services.

NAME	CAPACITY	SIGNATURE

NOTE:

*Delete which is not applicable

NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise

Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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FORM C. DETAILS OF BIDDER

Bidders are to complete the following section in full

Where the bidder consists of a Joint Venture Consortium, the nominated lead party details shall be submitted

Name of Bidder	
Contact Person for this bid	
Postal address	
Domicillium Address	
Telephone No	
Facsimile No	
Email Address	

SIGNATURE DATE.....

NAME OF BIDDERPOSITION



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FORM D. FORM OF BID

Chief Executive Officer
Johannesburg Road Agency
JOHANNESBURG

SIR / MADAM

I (or We), the undersigned, hereby bid and, should this bid be accepted, undertake to execute the whole of the works comprised and described and referred to in Technical Information and Specification, Conditions of Contract, Terms of Reference and Pricing Schedule, and to enter into the formal Memorandum of Agreement / Contract with the Johannesburg Roads Agency, embodying the said Conditions of Contract, Terms of Reference and Pricing Schedule, in consideration of the sum (inclusive of Value Added Tax) for each section of the scope as indicated under the headings below.

Based on the provisional quantities specified and unit rates incorporated by me (or us) in the said Pricing Schedule.

Name of Authorised Person	Signature of Authorised Person	Date

If the Bidder is a Company, Corporation or Firm, state by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise.

I (We)am (are)
authorised to enter into this contract on behalf

of, by

virtue of

dated the _____ day of 2021, a certified copy of which
is attached to this Bid.

WITNESSES

Signature.....Date.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

a. FORM D1:

This section must be completed in full otherwise bidders are liable to rejection on the grounds of being incomplete.

NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE THIS MIGHT DISQUALIFY THE BID.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof

SIGNED ON BEHALF OF THE BIDDER:(Signature)

NAME OF SIGNATORY (in capital letters)

SIGNED ON THIS DAY OF2021

ON BEHALF OF

ADDRESS

.....

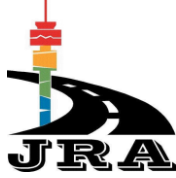
TELEPHONE NUMBER:

E-MAIL ADDRESS:

FAX NUMBER:

AS WITNESS:
(NAME IN CAPITALS)

SIGNATURE:



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM E. RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Johannesburg Roads Agency or their Agent before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Please attach the Addendum received after this page



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM F. MBD 6.1 POINTS CLAIMED FOR B-BBEE STATUS

(To be completed by the Bidder)

MBD 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. GENERAL CONDITIONS

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

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	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
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

April



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

- (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 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;

PART 1

- (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;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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



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

- 4.1 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 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.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

(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 least 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 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

WITNESSES	
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:

ATTACH A VALID CERTIFIED B-BBEE CERTIFICATE OR AN AFFIDAVIT AFTER THIS PAGE



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM G. DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1. Full Name:

Identity Number:.....

3.2. Position within the company (Director, Trustee, Shareholder**).....

3.3. Company Registration Number:

3.4. Tax Reference Number:

3.5. VAT Registration Number:

3.6. Are you presently in the service of the state*

YES

NO

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

** Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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3.6.1. If so, furnish particulars

.....
.....

3.7. Have you been in the service of the state for the past twelve months?

3.7.1. If so, furnish particulars

.....
.....

3.8. Do you have any relationship (family, friend or other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid

3.8.1. If so, furnish particulars

YES NO

.....
.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1. If so, furnish particulars

YES NO

.....
.....

3.10. Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?

3.10.1. If so, furnish particulars

YES NO

.....
.....

3.11. Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?

3.11.1. If so, furnish particulars

YES NO

.....
.....

3.12. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract

3.12.1. If so, furnish particulars

YES NO

.....
.....

4. Full details of directors / trustees / members / shareholders



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I THE UNDERSIGNED (NAME)

.....CERTIFY THAT THE INFORMATION FURNISHED ON
THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY ACT AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE

SIGNATURE DATE.....

NAME OF BIDDER

POSITION.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM H. TAX COMPLIANCE REQUIREMENTS

MBD 2

**CONDITIONS PERTAINING TO TAX
TAX COMPLIANCE REQUIREMENTS**

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

1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS. (Attach).
2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN will result in the bid being disqualified.

Full name of bidder:	Electronic Tax Compliance Status System PIN No:

Attach the SARS PIN Certificate after this page



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM I. CURRENT MUNICIPAL CHARGES

MUNICIPAL RATES AND TAXES – BUSINESS ENTITY

BIDDERS PLEASE NOTE:

Failure to complete this form and/or to attach the required invoices/statement of account will invalidate your bid.

Municipality where business is situated:

.....

Registered Account No for Entity:

.....

Stand No:

.....

Please attach the following documents to the bid:

- a) *Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding or in arrears for 90 days and more will result in the bidder being disqualified.*
- b) *In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.*

Failure to submit proof in a form of a valid lease agreement and a letter from the Landlord or property owner confirming that the (Bidders) business account for Rates and Taxes is in order (it is not in arrears of 90 days or more) will result in the disqualification of the bidder.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

**CURRENT MUNICIPAL CHARGES
MUNICIPAL RATES AND TAXES – DIRECTORS’ PRIVATE PROPERTIES**

BIDDERS PLEASE NOTE:

Failure to complete this form and/or to attach the required invoices/statement of account will invalidate your bid.

DIRECTOR 1:

NAME.....SIGNATURE.....

Municipality where property is situated:

.....

Registered Account No for Property:

Stand No:.....

DIRECTOR 2:

NAME.....SIGNATURE.....

Municipality where property is situated:

.....

Registered Account No for Property:

.....

Stand No:

.....

DIRECTOR 3:

NAME.....SIGNATURE.....

Municipality where property is situated:

.....

Registered Account No for Property:

.....

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APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

Stand No:

DIRECTOR 4:

NAME.....SIGNATURE.....

Municipality where property is situated:

.....

Registered Account No for Property:

.....

Stand No:.....

Please attach the following documents to the bid:

- Most recent municipal Invoice / statement / account of Director as stated on the company registration documents. Accounts outstanding for 90 days and more will result in the bidder being disqualified.
- In cases where the Director has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the Director's Rates and Taxes is not outstanding.

Failure to submit proof in a form of a valid lease agreement and a letter from the Landlord or property owner confirming that the (Bidders) business and directors account for Rates and Taxes is in order (it is not in arrears of 90 days or more) will result in the disqualification of the bidder.

Attach recent Municipal Accounts after this page for: -

- The Company/Entity
- All Directors as per CSD and Entity Registration document.
- Entity's registration document

SIGNATURE DATE.....

NAME OF BIDDER

POSITION.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM J. VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE

Bidders must submit Vendor Number Registration with Central Supplier Database. It is a requirement that all bidders must be registered with CSD in order to be eligible for bidding.

Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

ENTITY'S NAME.....

VENDOR NUMBER REGISTRATION

SIGNATURE DATE

NAME OF THE BIDDER

POSITION



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM K. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I THE UNDERSIGNED

(NAME).....**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

SIGNATUREDATE

NAME OF BIDDER POSITION



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM L. CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9

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 rigging²). Collusive bidding is prohibited meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 3.1. 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.
 - 3.2. 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:

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:

(Name of Bidder).....
that:

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;

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.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

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

NAME OF BIDDER POSITION



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

DECLARATION OF BIDDERS LITIGATION HISTORY

(To be completed by bidder)

The Bidder shall list below details of any litigation with which the Bidder (including directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department, including the JRA, within the last ten years. The details must include the year, the litigating parties, and the subject matter of dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

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.

Name (Block Letter)

Capacity of authorized agents:

Signature(s) of authorized agents:

Signed at on this day of:

Witness (Full name – BLOCK LETTERS – and signature)

1

.....
Name in Block Letters and Signature

2

.....
Name in Block Letters and Signature

Date:



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements?
for auditing? ***YES/ NO**

1.1 If yes, submit audited annual financial statements for the
three years or since the date of establishment if
established during the past three years. ***YES/ NO**

1.2 If No, submit **unaudited** annual financial statements for the past
three years or since the date of establishment if established during the past three years
member. ***YES/ NO**

2 Do you have any undisputed commitments for
municipal services towards any municipality for more than
three months or other service provider in respect of
which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this is to certify that the bidder has no undisputed
commitments for municipal services towards any municipality
for more than three months or other service provider in respect
of which payment is overdue for more than 30 days.

* Delete if not applicable

2,2 If yes , provide particulars

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APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....

...

.....

...

.....

...

* Delete if not applicable

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

OMISSIONS AND VARIATIONS

(To be completed by the Bidder(s))

Bids will be held to be entirely in accordance with Johannesburg Roads Agency's specification except in the respects stated hereunder and the goods/services will be subject to rejection if it is found on delivery that they do not/ it does not comply with the JRA's specification on additional points, which have not been approved in writing:

.....

.....

.....

.....

.....

If the Bid is in accordance with the JRA's specification in all respects, the Bidder(s) must state so here

.....

.....

.....

.....

.....

Bidder(s)'s authorized Signatory

.....

(BLOCK LETTERS) SIGNATURE)

Full name of Bidder(s)

.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

DEFAULT CLAUSE

Should it appear to the Agent that the Supplier is not executing the contract in accordance with the true intent and meaning thereof, or that the Supplier is refusing or delaying to execute the Contract or that the Supplier is not carrying on the Work at such rate of progress as to ensure delivery by the Date of Delivery or that of default by the Supplier, then and in any of such events the Agency may give notice in writing to the Supplier to make good the failure or default and should the Supplier fail to comply with the notice within the period of 14 days specified therein, then in such case the Agency shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such Work as the Supplier may sustain terms of its clause and to terminate the Agreement. The Supplier will be held liable for the cost if the JRA has to appoint another Supplier if the appointed Supplier fail to carry out the agreement.

CLAUSE ON INVALID AND IRREGULAR BID APPLICATIONS AND BREACHES OF BID AGREEMENTS

Provided false information in any bid application
Exerted undue influence on any person involved in considering a bid
Provided a financial or other reward
Where the supplier fails to comply with the required specifications of services and goods

BID NUMBER

.....
SIGNATURE OF BIDDER

.....
DATE



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

CERTIFICATE OF TENDERER'S VISIT TO THE SITE/ ATTENDANCE OF BRIEFING SESSION

ATTACH THE ORIGINALLY STAMPED CERTIFICATE AS ISSUED AT THE BRIEFING SESSION AFTER THIS PAGE:

NOTE WELL:

THE BRIEFING SESSION CERTIFICATE MUST BE COMPLETED IN FULL BY THE BIDDER AND JRA OFFICIALS IN ORDER FOR IT TO BE COMPLIANT FOR THE EVALUATION PROCESS. FAILURE TO HAVE AN ORIGINAL ISSUED BRIEFING SESSION CERTIFICATE ATTACHED AND COMPLETED IN FULL BY THE BIDDER IT WILL LEAD TO AN IMMEDIATE DISQUALIFICATION OF THE BID FOR BEING NON-COMPLIANT AND INCOMPLETE.

NOT APPLICABLE

SIGNATURE DATE.....

NAME OF BIDDER

POSITION.....



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

FORM M. ELECTRONIC PAYMENT INTO BANK ACCOUNT

RESTRICTED ELECTRONIC PAYMENT INTO BANK ACCOUNT

1. To enable the Johannesburg Roads Agency (Pty) Ltd to comply with JRA's cash management decision that payment to suppliers and service providers be done electronically, the particulars of bank accounts of suppliers and service providers must be made known to the Department's Accountant.
2. It would thus be appreciated if the particulars of bank account can be entered hereunder or on a letterhead where required. It is advised that the information will be treated as confidential.

Name of bidder	
Bank	
Branch Name	
Account Number	
Name of account holder	

3. A photocopy of a cancelled cheque must be supplied with the letterhead.
4. I the undersigned certify that the above information is correct and be used for the purpose of electronic payment in accordance with the National Treasury's decision.
5. I undertake to notify the JRA of any changes to banking details in writing.

Signature _____

Date: _____

Name _____

Capacity: _____



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

SCHEDULE OF COMPLIANCE (To be completed by the Bidder)

FORMS TO BE COMPLETED BY BIDDER (RETURNABLE DOCUMENTS)

COMPLIANCE TO RETURNABLE DOCUMENTS REQUIRED FOR BID EVALUATION PROCESS

Note: Failure to fully complete and submit the applicable documents may result in the bid offer being disqualified from further consideration.

This section details the level of agreement and/or compliance of the bidder with each Clause of the Bid conditions and specifications.

The following forms/documents must be read, completed and submitted by the bidder in order for the bid to be considered responsive initiating the assessment of the bidders' proposal and if any one of the following forms is not included, the bid may be declared incomplete / unresponsive and disqualified.

The list of forms to be filled in this section is tabulated in a simple format to assist bidders with ensuring compliance to the bid requirements and is to be filled out by the bidder by simply making a tick in the relevant column of the table. This summarized table format of compliance is found later within this document at the end of all individual required forms/documents.

Additional pages can be attached to the Bid document to add further comments under each specific returnable form/document.

The Bidder shall ensure that he has read and fully understands the Special Conditions and required Forms to be Filled and indicate his level of agreement or compliance with the various Clauses of the Special Conditions of Bid, the specifications as per the pricing schedule and required Forms to be Filled in the table below by making a tick the relevant column. If only agreeing to comply partially, he shall provide details in the adjacent column.

SPECIAL and / or TECHNICAL CONDITIONS:	Agree to comply with Clause?			Confirmation of Document included (Bidders may use this column to confirm documents have been completed and included in the bid)
	Yes	No	If No/partially compliant, provide details below	
1. Invitation to bid signed (MBD 1)				
2. Tax Compliance requirements (MBD 2)				
3. Pricing schedules completed (MBD3.2)				
4. Declaration of Interest signed and submitted (MD4)				
5. B-BBEE status Level Contributor Certificate (Original or certified copy) or in case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, an ORIGINAL Sworn Affidavit (general) on				



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SPECIAL and / or TECHNICAL CONDITIONS:	Agree to comply with Clause?			Confirmation of Document included (Bidders may use this column to confirm documents have been completed and included in the bid)
	Yes	No	If No/partially compliant, provide details below	
the relevant form obtained from the DTI website(MBD 6.1)				
6. Contract form completed				
7. Declaration of Bidders Past Supply Chain Management Practices completed and submitted (MBD8)				

8. Certificate of Independent Bid Determination completed, signed and submitted (MBD9)				
9. Compliance to Special Conditions of Contract / Specifications / Terms of Reference				
10. Compliance to returnable documents required				
11. Details of bidder completed				
12. Banking details provided				
13. Municipal charges - Rates and Taxes to be submitted for the Entity as well as for the Directors of the Entity. If Accounts are outstanding for longer than 3 months the bidder will be disqualified				
14. Record of services to organs of state completed				
15. Declaration of bidders litigation history completed				
16. Declaration for Procurement above R10m			N/A	N/A
17. Omissions and Variations				
18. Default clause completed				
19. Certificate of Authority of Signatory completed				
20. Contract Form - Purchase of goods/works (MBD7.1)				
21. Record of Addenda completed				
22. Proof of Attendance of Briefing Session submitted			N/A	N/A
23. Proof of purchase of tender document submitted			N/A	N/A
24. Copy of tender document burnt on CD / Hard Copy submitted				
25. All forms are fully completed and signed				



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ADDITIONAL REQUIREMENTS FOR THE BID (NOT APPLICABLE TO CONTRACT JRA 21/28)

LATEST THREE YEARS AUDITED FINANCIAL STATEMENTS/ MEMBERS ACCOUNTS

The Years submitted are

YEAR 1	YEAR 2	YEAR 3
20.....	20.....	20.....

The Bidder hereby certifies that the AUDITED FINANCIAL STATEMENTS FOR THE LAST THREE YEARS as required by the Bid, have been submitted and are attached after this page

OR

LATEST THREE YEARS UNAUDITED FINANCIAL STATEMENTS (In case of Close Corporation Financials must be signed by the Managing Member (MC))

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____



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THE CONTRACT (VOLUME 3)

AGREEMENT AND CONTRACT DATA



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PART 1 AGREEMENT AND CONTRACT DATA

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PART C1.1 CONTRACT AGREEMENT



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MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS MBD 7.1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)

.....

..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax compliance requirements (PIN);
 - Pricing schedule(s) and Technical specification (s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) All other required documents (Forms to be filled) as specified by the JRA in the Bid document



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3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....CAPACITY

DATE.....

SIGNATURE..... NAME OF FIRM.....

WITNESSES

.....

.....



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PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as

.....

accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an original and valid invoice by the expenditure department accompanied by the proof of delivery for the specific items as listed on the Pricing Schedule.

ITEM NO	ITEM DESCRIPTION	PRICE (VAT EXCL)	BRAND	DELIVERY PERIOD	B-BBEE LEVEL

I confirm that I am duly authorized to sign this contract

SIGNED ATON.....

NAME (PRINT).....

SIGNATURE.....

OFFICIAL STAMP



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PART C1.2 CONTRACT DATA (CONDITIONS OF CONTRACT)

C1.2.1 GENERAL CONDITIONS OF CONTRACT

C1.2.2 CONDITIONS FOR THE BIDDER



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PART C1.2.1 GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders and;

To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter

The GCC will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.



1. Definition

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



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- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 1.26. NEMA is an abbreviation for National Environmental Management Act
- 1.27. ASTM is an abbreviation for American Society for Testing and Materials

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.



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Use of contract documents and information; inspection. Obligations of the supplier covered under the contract.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.



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Inspections, tests and analyses

- 8.1.** All pre-bidding testing will be for the account of the bidder.
- 8.2.** If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3.** If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4.** If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5.** Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6.** Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7.** Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.



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Packing

- 9.1.** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2.** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

Delivery

- 10.1.** Delivery of the goods shall be made by the supplier in accordance with and documents the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2.** Documents to be submitted by the supplier are specified in SCC.



Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts
- 14.2. Manufactured or distributed by the supplier:
- 14.2.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 14.2.2. in the event of termination of production of the spare parts:
 - 14.2.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



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-
- 14.2.2.2.** Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Warranty

- 15.1.** The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2.** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3.** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4.** Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5.** If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1.** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2.** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3.** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4.** Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1.** Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.



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18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.



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22. Penalties

- 22.1.** Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance or specified within the SCC. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

- 23.1.** The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1.** if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2.** if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3.** if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2.** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3.** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4.** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5.** Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6.** If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1.** the name and address of the supplier and / or person restricted by the purchaser;



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23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restrictions.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



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26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2. the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.



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30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1.** Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2.** The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1.** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2.** A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3.** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1.** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1.** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2.** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3.** If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



General Conditions of Contract

C1.2.2 CONDITIONS FOR THE BIDDER

BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND CIRCUMSTANCES OF BID COMPLETE ACCEPTANCE OF CONDITIONS	- The Bidder shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Bid.
	- The Bidder shall be deemed to know and understand the Bid Documents, which must be General Conditions and Conditions of Bid.
	- Subject to the provisions of the foregoing sub-clause, the Bid may qualify any one or more of the said conditions; but no qualification of a conditions shall, if this Bid be accepted, form part of the Contract unless, at the time of Bidding, he shall have indicated in writing, specifically in relation to each and every condition so qualified, the number of the conditions and the exact extent to which it is qualified.
ALTERNATIVES	- The Bidder may submit alternatives, which, in his opinion, are to the JRA's advantage economically and technically.
VARIATIONS	- In the event of Bids being offered for goods differing or varying from the requirements of the Specification, all such variations shall be clearly indicated and described in the Bid.
PARTICULARS TO BE SUPPLIED	- No Bid shall be considered unless it is Goods accompanied by sufficient information to show whether or not the goods offered comply with the Specification.
	- Bids must state the country of origin and the name of the manufacturer of the Goods offered. Documentary proof must be produced, if required.
BID PRICES	- All prices must be quoted in South African Rand and must include Value Added Tax (VAT). The rate of Value Added Tax used must be stated on the Form of Bid. Any discounts allowed to the JRA must be stated on the Form of Bid.
	- Any form of levy or charge such as customs duty, excise duty and import surcharge must be included in the Bid price(s). All price(s) must be nett with all discount already deducted. Price(s) must include the cost of supply, delivery, off-loading, stacking etc. as specified on the form of Bid. Should there be any difference, or difference, or discrepancy, between the prices, or particulars stated on the official Form of Bid and those contained in a covering letter or other document submitted with the Bid, the former shall prevail.



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BID PRICE	- Bidders shall submit Bid Prices, which shall be free from fluctuations. All prices shall be quoted in South African currency and any discounts allowed to the JRA must be stated in the Form of Bid.
VARIABLE BIDS	<ul style="list-style-type: none"> - Where Bid is based on the Contract Price being subject to adjustment:- <ul style="list-style-type: none"> • The Bid price(s) stated on the Form of Bid must be based on Cost to Bidder and Rates and Charges ruling at the date of compilation of the Bid, which date shall be as near as possible to the Date of Bid. • The Bid must be clearly marked as being subject to Contract Price Adjustment. • For Goods, which are to be imported, in whole or in part, from outside the Republic of South Africa, the Bidder must state in his Bid the rate of exchange on which the Bid is based, such rate to be that ruling at the Date of Bid. - Bidders must state whether the exchange rate is adjustable to that ruling at date of the adjustment shall be based on the rate ruling at date of shipment of Goods
PREFERENCES	- Bids claiming preferences must complete the "Certificate of Preferences Claimed by Bidder" attached to the Bid Document. Claims for preferences which are not received by the JRA by the Date of Bid, will not be considered.
DELIVERY	- Bidders must state in their Bids the lead time required for delivery.
SUBMISSION OF BID	<ul style="list-style-type: none"> - The complete Bid documents must be placed in a sealed envelope endorsed in the manner indicated on the Cover of Bid and in the advertisement calling for Bids and must be submitted complete in all respect. - A specific box subsequent to the Date of Bid will be considered, the onus of ensuring that the Bid is placed in the correct box lies with the Bidder. No Bid will be considered if it is received after the closing Date and Time of Bid and proof of posting will not be accepted as proof of delivery. No Bid submitted by fax or other electronic means will be considered. - The act of the submitting a Bid to the JRA shall be deemed to constitute an agreement between the Bidder and the JRA whereby such Bid shall remain open for acceptance by the JRA for a period of one hundred and twenty (120) days from the Date of Bid, during which period the Bidder agrees not to withdraw the same or impair or derogate from its Effect.
EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS	- A responsive Bid is one, which conforms to all the terms, conditions and Specifications of the Contracts without material deviation or qualification. A material deviation or qualification is one which, in the JRA's opinion:



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-
- Could detrimentally affects the scope, quality, or performance of the Works;
 - Changes the JRA's or the Bidder's risks and responsibilities under the Contract; or
 - Would affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.
- If the Bid does not meet the requirements or is not responsive (as described below), it will be rejected by the JRA, and not subsequently be made acceptable to the employer by correction or withdrawal of the non-conforming deviation or reservation.
- ADJUDICATION OF BIDS
- Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid:
- Meets the requirements of these Conditions of Bid
 - Has been properly signed;
 - Is responsive to the requirements of the Contractor documents i.e., all required documents as stated and requested within this document have been complied with and any non-compliance whatsoever may result in disqualification;
 - Provides any clarification and or/ substantiation that the Employer may require;
 - Complies with the Bid submission requirements in all other respects.
 - Fulfils all of the requirements included within the SCC in evaluating the bid submission (i.e. evaluation criteria)
- ADJUDICATION USING A POINT SYSTEM
- Responsive Bids (based on the compliance with all required and described documents as explained above) will be adjudicated by the Employer using a system which awards points on the basis of:
- Functional Evaluation (explained in the SCC section of document)
 - The Bided price (NP);
 - The B-BBEE Status Level Verification Certificate.
- The Employer will normally award the Contract to the Bidder obtaining the highest number of points, but will not bind itself to do so.



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EVALUATION OF BIDS

- Bids are subject to compliance of requirements structured in the bid document. This bid is subject to the following evaluation process
- **Phase 1:** The first phase is the pre-compliance evaluation of the SCM returnable schedules. Bidders that are not compliant with the minimum requirements of phase one, will not go through to the second phase.
- **Phase 2:**
Functionality evaluation
The threshold for technical functionality evaluation is set at 70% in order to be evaluated further to the third phase for Price and B-BBEE. If no bidder scores 70% or more on the functionality assessment, then the JRA reserves the right to lower the score to 60%. If no bidders score 60% or more on functionality assessment, the bid will be cancelled and re-advertised.
- **Phase 3:** The third phase is to perform an evaluation of Price and B-BBEE on the bidders that successfully qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 70% or 60%). The 80/20 principles will be applied. The 80/20 principle applies to bids with a contract value less than R50 Million, where price counts 80 points and 20 points are allocated to B-BBEE levels. The highest point for price is 80 points. Points for price is calculated in the following manner:

$$NP = 80 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

- Where:
NP= Points Scored for Bid under Consideration
Pmin = Rand value of lowest acceptable Bid
Pt = Rand Value of Bid under Consideration
- 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



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-
- | | | |
|---------------------------------------|----|--|
| | - | The total number of Bid adjudication points may be awarded (N), is the sum of: $N = NP + B-BBEE$ |
| | - | Contracts are awarded to bidders based on the points bidders scored for price and B-BBEE. The highest point scoring bidder is normally awarded the contract. |
| ACCEPTANCE OF BID | - | The lowest, or any, Bid will not necessarily be accepted and the JRA reserves the right to: <ul style="list-style-type: none"> • Not to appoint the highest scoring bidder. • Not to appoint any bidder at all. • To appoint to more than one bidder, if so required • To appoint the bid in part / by item to various bidders, if so required <ul style="list-style-type: none"> • In the event of multiple bids for similar scope of works, the JRA reserves the right to appoint more than one bidder for such similar work. |
| OFFERING
COMMISSION
OR GRATUITY | OF | - If the Bidder, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any Board member, person in the employ of the JRA, any commission, gratuity, gift or other consideration, the Agency shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expensed, to disqualify the Bid without paying any compensation to the Bidder. |
| PROCESS TO
CONFIDENTIAL | BE | - Information supplied by Bidders and information relating to the clarification evaluation and the award of a contract will not be disclosed to Bidders or any other person not officially concerned with such processes.
- Any effort by a Bidder to influence the Employers processing of Bids or the award of the Contract may result in the rejection of his Bid.
- |
| PENALTIES | - | Should it transpire, after the award of the Contract, that some, or all Bid adjudication points claimed by the successful Bidder and awarded to him were based on incorrect or false information, or the conditions pertaining to the awarding of points are not adhered to, the Contractor will be required to pay to the Employer penalties in an amount equal to one and a half times the number of such falsely-claimed points multiplied by the offer Amount, excl. VAT, ÷ 100. |



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JOHANNESBURG ROADS AGENCY (PTY) LTD

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FOR

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C1.3 CONDITIONS PERTAINING TO AFFIRMATIVE PROCUREMENT



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C1.3 CONDITIONS PERTAINING TO AFFIRMATIVE PROCUREMENT

PREFERENCES FOR AFFIRMABLE BUSINESS ENTERPRISE STATUS/WOMAN EQUITY OWNERSHIP:

Definitions and Interpretation

- The following words and expressions shall have the meanings indicated including the interpretation and use for the purposes of this document as per the General Conditions of Contract (GCC); some of which may be further explained as required, within the document.

AFFILIATED ENTITY	BUSINESS	- A business entity which has control of or the power to control another business entity, albeit indirect, e.g. where a third person has control of or has the power to control both entities. Indicators of control shall, without limitation, include inter locking management or ownership, identity of interests among family members, shared facilities and equipment, or common use of employees.
CONTROL		- The possession exercise of legal authority and power to manager the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial; authority and power in determining the policies and directing the operations of the business.
COMMERCIALLY USEFUL FUNCTION		- The performance or real and actual work, or the provision of services, in the discharge of any contractual obligation, which shall include but not be limited to the performance of a district element of work which the business has the skill and expertise to undertake, and the responsibility for management and supervision of such work
EXECUTIVE DIRECTOR		<ul style="list-style-type: none"> - A fulltime partner in a partnership a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of close corporation registered in terms of the Close Corporation Act, who, jointly and severally with his/her other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation on a day to day basis. - NOTE: Non-executive directors of public companies are specifically excluded. A sole proprietor may be regarded as being an Executive Director.
MANUFACTURER		- A firm that operates or maintains a factory or establishment that produces on this premises materials or suppliers required by the Prime Contractor for the performance of the Contract.
OWNED		- Having all the customary incidents of ownership including the right of disposition, and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
BROAD BASED ECONOMIC EMPOWERMENT	BLACK	- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.



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	- Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.
PRIME CONTRACTORS	- A Contractor who contractors with an employer as the principal or main Contractor or as a joint venture partner to such Contractors, to provide goods, services and works.
SUPPLIER	- A firm that: <ul style="list-style-type: none"> • Owns, operates or maintains a store, warehouse or other establishment in which materials or supplies required for the performance of the Contractor are bought, kept in stock and regularly sold to the public in the usual course of business; and • Engages as its principal business, and in its own name, in the purchase and sale of the products in question.
WOMEN	- A female person who is a South African citizen and a female at birth.
WOMEN EQUITY OWNERSHIP (WEO)	- The collective Ownership percentage of Executive Directors within an enterprise who are Women.



Part 2: Pricing Data

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PART 2 PRICING DATA



Part 2: Pricing Data

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PART 2 PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: PRICING AND SCHEDULE OF QUANTITIES



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS.

C2.1: PRICING INSTRUCTIONS

- i) The quantities given here are only for evaluation purposes. The actual quantities will be determined by JRA as and when required over the course of three year appointment.
- ii) This bill of quantities forms part of an integral part of the contract documents.
- iii) The quantities set out in the bill of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used for determining payments to the Contractor.
- iv) The validity of the contract shall in no way be affected by the differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the General Conditions of Contract.
- v) Rates and lump sums shall include full compensation for overheads, profits, incidentals, levies, taxes, etc., and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications and project specifications, and for all the risks, obligations and responsibilities specified in the General Conditions Of Contract, Special Conditions Of Contract and Specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- vi) Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the bill of quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the Tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.



Part 2: Pricing Data

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C2.2: PRICING AND SCHEDULE OF QUANTITIES**SCHEDULE OF RATES**

All amounts shall exclude VAT

ITEM DESCRIPTION	HOURS (ESTIMATED)	RATE PER HOUR	TOTAL
Project Management	100		
Development	500		
Deployment	100		
Training & Skills Transfer	50		
Licensing	2		
SUB TOTAL:			

Escalation

Escalation is applicable to the contract.

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
- Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.



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- Appointment will be valid for a period of three years and it would be expected of the service provider to fully execute all instructions issued within this period even if the work will run past the contract period. However, it should be noted that no escalation shall be granted on the fourth year.

NAME OF BIDDER

SIGNATURE DATE



APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS

JOHANNESBURG ROADS AGENCY (SOC) LTD

CONTRACT NO. JRA 21/28

FOR

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER FOR THE DEVELOPMENT, DEPLOYMENT, SUPPORT AND MAINTENANCE OF A MOBILE APPLICATION THAT WILL IMPROVE MOBILITY FOR ROAD USERS

C3.1 SPECIAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATIONS

C3.2 GENERAL CONDITIONS AND SPECIFICATIONS



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PART C3.1 SPECIAL CONDITIONS OF CONTRACT / TECHNICAL INFORMATION AND SPECIFICATIONS

ABBREVIATIONS

APP	: Application
COJ	: City of Johannesburg
JRA	: Johannesburg Roads agency
IT	: Information Technology
iOS	: iPhone Operating System
BoQ	: Bill of Quantities
ITT	: Invitation to Tender
RSA	: Republic of South Africa
CSD	: Central Supplier Data Base
BBBEE	: Broad-Based Black Economic Empowerment
PPPFA	: Preferential Procurement Policy Framework Act
RO	: Regional Operation
CRM	: Customer Resource Management
ERP	: Enterprise Resource Planning
ITC	: Information & Communication Technology



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PART 5: SANS 294: 2004



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C5.1 SANS 294: STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in item 2 and 3 below, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for



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non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.



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F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.



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F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.



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F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **BLACK INK**.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any



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documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.14 Information and data to be completed in all respects

April



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Accept that the tender offers, which do not provide all the data or information, requested completely and in the form required, may be regarded by the employer as being non-responsive.

F.2.14 Closing time

F.2.14.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.14.1 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

F.2.15 Tender offer validity

F.2.15.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.15.1 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

F.2.16 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.



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F.2.17 Provide other material

F.2.17.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

F.2.17.2 Dispose of samples of materials, where required.

F.2.18 Inspections, test and analysis

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

F.2.19 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.20 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.



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F.2.21 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.21 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 Employer's undertakings

5.1.3.1 Respond to clarification

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.



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F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

F.3.5 Two envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.



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F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Do not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the event of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of the conditions of tender,
- b) has been properly and fully completed and signed, and



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- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- b) change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.2 Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate



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and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in Item 3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

F.3.11.1 Method 1: In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.



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F.3.11.2 Method 2: In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.



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- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 Method 4: In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Score financial offers, preferences and quality, as relevant, to two decimal places.



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F.3.12 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where

N_{FO} is the number of tender evaluation points awarded for the financial offer;

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m



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2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
<p>^a P_m is the comparative offer of the most favourable tender offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>			

F.3.13 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.

F.3.14 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.15 Acceptance of tender offer

F.3.15.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

F.3.15.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Provided that the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.16 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their offers have not been accepted.

F.3.17 Prepare contract documents



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If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of

- a) Addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.18 Issue final contract

Prepare and issue the final draft of the contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.19 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.20 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.