



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

REQUEST FOR QUOTATION DOCUMENT

RFQ NO: SANRAL HO SANRAL HO 65210/1027/2023/HRT07

RFQ: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.

ISSUE DATE: AUGUST 2023

ISSUED BY:

**CHIEF EXECUTIVE OFFICER
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED
48 TAMBOTIE AVENUE
VAL DE GRACE
PRETORIA, 0184**

NAME OF SERVICE PROVIDER.....

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The South African National Roads Agency SOC Limited (SANRAL) invites quotations: **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.**

Quotations are to be **emailed** to The South African National Roads Agency (SOC) Ltd per email:
ProcurementHO7@sanral.co.za

Closing date: 12 September 2023
Closing time: 11h00

Only e-mail quotations will be accepted. No late quotations will be accepted.

The heading of the e-mail must be clearly marked “**Quotation**” as well as the title “**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.**”

Please provide your postal address and contact telephone numbers as part of the body of the e-mail.

Mandatory Requirements

- SETA Accreditation Certificate

Queries relating to issues arising from these documents may be addressed to:

Bidding procedure enquiries:
ProcurementHO7@sanral.co.za

EVALUATION AND SELECTION CRITERIA

1. SANRAL has set minimum standards (Gates) that a service provider needs to meet in order to be evaluated and selected as a successful service provider. The minimum standards consist of the following:

Compliance Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Service Provider(s) should submit all documents as outlined in (Table 1) below. Service Providers that do not comply with ALL these criteria may be regarded as non-responsive.	Service Provider(s) will be evaluated out of 100 points as per Form F and Gate 2 will only apply to Service Provider(s) who have met the requirements of Gate 1.

1.1. Gate 1: Compliance Criteria

Without limiting the generality of SANRAL's other critical requirements for this Requester for Quotation, Service Provider(s) should submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective Service Provider(s). During this phase Service Providers' responses will be evaluated based on compliance with the listed administration bid requirements. The Service Provider(s) submission may be disqualified for non-submission of any of the documents.

Table 1: List of Returnable

List of Returnable Documents		
FORM A: SBD 1		Complete and sign the supplied pro forma document
FORM B: SCOPE OF WORKS AND PRICING SCHEDULE		Complete and sign the supplied pro forma document
FORM C: RELEVANT ACCREDITATION WITH SOUTH AFRICAN QUALIFICATION AUTHORITY OR SIMILAR		Complete and sign the supplied pro forma document
FORM D: EXPERIENCE OF TENDERING FIRM &		Complete and sign the supplied pro forma document
FORM E: FACILITATORS EXPERIENCE & QUALIFICATIONS (Please attach CV)		Complete the supplied pro forma document
FORM E: CENTRAL SUPPLIER DATABASE		Complete and sign the supplied pro forma document
FORM F: TAX COMPLIANT STATUS		Complete and sign the supplied pro forma document, the CSD verification outcome will take precedence.
FORM G: BIDDER'S DISCLOSURE – SBD 4		Complete and sign the supplied pro forma document
FORM H: PREFERENCE POINT CLAIM FORM – SBD 6.1		Attach a copy of a valid proof of BBBEE scorecard
FORM I: DECLARATION OF TENDERERS CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL		Complete and sign the supplied pro forma document
FORM J: FORM OF OFFER (SBD 7)		Complete the supplied pro forma document
FORM K: MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS		Complete the supplied pro forma document
FORM L: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		Complete the supplied pro forma document
FORM M: DECLARATION OF BLACK OWNERSHIP.		Complete the supplied pro forma document

FORM A: INVITATION TO BID FORM (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SANRAL					
BID NUMBER:	SANRAL HO 65210/1027/2023/HRT07	CLOSING DATE:	12 SEPTEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO:					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ProcurementHO7@sanral.co.za		E-MAIL ADDRESS	ProcurementHO7@sanral.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

FORM B: SCOPE OF ENGAGEMENT AND PRICING SCHEDULE

1. BACKGROUND:

In order for SANRAL to be compliant with the OHS Act, staff must be trained in various disciplines. This will ensure timeous evacuation of staff from the building in case of an emergency, basic first aid can be administered to injured staff and incipient fires can be extinguished. Furthermore, according to the OHS Act, Section 17, Health and Safety Representatives must be appointed.

All training certificates expires after 2 years (except First Aid which is valid for 3 years), after which refresher courses must be done to ensure the emergency team is up to date with procedures and legislation.

2. SCOPE OF WORK

The South African National Roads Agency Limited (SANRAL) is requesting quotations from service providers who will provide OHS training for SANRAL employees. The service provider will cover, amongst others, the following:

- Fire fighter training
- First aider training
- Evacuation wardens training
- OHS Representatives training.
- Provide training materials for the attendees.
- Provide a valid certificate for the attendees.

3. ESTIMATED NUMBER OF DELEGATES

- 67 to be trained as Fire Fighters
- 67 to be trained as Evacuation Wardens
- 67 to be trained as First Aiders
- 67 to be trained as OHS representatives.

The above must be done within the reference point of:

- Incorporating the legislative framework of the OHS Act.
- Incorporating SANRAL's policy framework on dealing with OHS.

4. OTHER SPECIFIC REQUIREMENTS:

- The service provider must be able to provide in-house training. The service provider must be SETA accredited and training courses must be SAQA registered.
 - Health & Safety Representative – SAQA ID: 259622
 - Perform Basic Fire Fighting – SAQA ID: 12484
 - Evacuation Warden – SAQA ID: 242825
 - First Aid Training– SAQA ID: 119567 / 116511
- Payment will be made for the number of people trained as per the attendance register.

- The training will be offered face to face in the following regional offices and Head Office:

Office	Location	Physical Address
Head Office	Pretoria	48 Tambotie Avenue Val de Grace
Northern Region	Pretoria	38 Ida Street Menlo Park
Western Region	Cape Town	1 Havenga Street Oakdale Bellville
Eastern Region	Pietermaritzburg	58 Van Eck Place MkondeniKwazulu Natal
Southern Region	Port Elizabeth	20 Shoreward Drive, Baywest, Port Elizabeth, Eastern Cape

5. PRICING CRITERIA:

PRICING INSTRUCTIONS:

Item	Description	UOM	Estimated Quantity	Unit Price (Excl. VAT)	Total Price
1	Training Costs (per person) – Fire Fighting Training -	Per person	67		
2	Training Costs (per person) – First Aid Level 1 Training	Per person	67		
3	Training Costs (per person) – Evacuation Marshall Training	Per person	67		
4	Training Costs (per person) – Health and Safety Representative Training	Per Person	67		
	Total Excluding VAT				
	Value Add Tax 15% (if VAT registered)				
	Total All Inclusive Brought forward to the Form of Offer				

NB: Training cost must include the training material, certificate, travelling costs and accommodation costs.

FORM C: RELEVANT ACCREDITATION WITH SOUTH AFRICAN QUALIFICATION AUTHORITY OR SIMILAR

The service provider must provide certified copy of proof that the tenderer has the necessary SETA and SAQA accreditation to provide training to learners for the specified study areas.

Proof must include the following details:

- SAQA US ID
- Unit Standard Title
- Unit Standard Type
- National Qualification Level
- NQF Credits
- Registration starts and end dates.
- Registration status

FORM D: PAST EXPERIENCE OF TENDERING FIRM,

Service provider is required to provide a proven track record of previous trainings undertaken:
Note: Attach certified copy of certificates were necessary

Previous Trainings Undertaken	Brief description of training course and course content	Year work/services rendered	Duration of the training

Previous experience in OHS as course facilitator/trainer (Minimum 3 previous training courses) include:

- Name of Course
- Duration
- Short Description of Course
- References (At least 3 reference)

FORM E: CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the National Treasury Central Supplier Database at close of quote, shall submit a copy of their proof of registration OR CSD registration number, with their quote submission. Bids received from service providers who have not submitted proof of their registration with the Central Supplier Database in the format referred to above, will not be considered.

Failure to satisfy the eligibility criteria is a breach of the Conditions of this quote and as such, results in instant disqualification.

Name of Service Provider:

Central Supplier Database Supplier Number:

Central Supplier Database 36 Digit Code/reference Number:

FORM F: TAX COMPLIANCE STATUS (SBD 2)

IT IS A CONDITION OF THIS PROPOSAL THAT THE TAXES OF THE SUCCESSFUL PROPOSER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE PROPOSER'S TAX OBLIGATIONS.

The tenderer shall complete the declaration below:

I, (name)
the undersigned in my capacity as (position)
on behalf of (Name of company)
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL)
our tax compliance status.

For this purpose, our unique security personal identification number (PIN) is

In the event of a joint venture each member shall comply with the above requirements.

FORM G: BIDDER'S DISCLOSURE (SBD 4)

Notes to tenderer:

i Definitions:

a) "State" means:

- 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).
- any Municipality of Municipal Entity.
- Provincial Legislature.
- National Assembly or the National Council of Provinces; or
- Parliament.

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

ii In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.

iii If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract may be terminated, and tenderer will be ultimately restricted from doing business with the State.

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
- 2.3.1 If so, furnish particulars:

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bidder

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

FORM H: EVALUATION PROCESS

Evaluation of responsive submissions

The procedure for the evaluation of responsive submission is:

Form	Technical evaluation criteria	Points Breakdown	Total Points
Form D	COMPANY EXPERIENCE Service provider must have experience in providing OHS training.	10 years' experience and above = 30 5- 10 years' experience = 25 3 – 4 years' experience = 15 1 -2 years' experience = 5	30
Form E	FACILITATORS EXPERIENCE Facilitator must have experience in conducting OHS training.	10 years' experience and above = 30 5- 10 years' experience = 25 3 – 4 years' experience =15 1 -2 years' experience = 5	30
	REFERENCES LETTERS	THREE (3) LETTERS =20 TWO (2) LETTERS =15 ONE (1) LETTERS =5	20
Form C	RELEVANT ACCREDITATION WITH SETA		20
	TOTAL POINTS		100

The minimum number of evaluation points for technical evaluation criteria is not less than **50 points**.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
(SBD 6.1)**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated. (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	2.00	
	B-BBEE Level 2	1.80	
	B-BBEE Level 3	1.20	
	B-BBEE Level 4	1.0	
	B-BBEE Level 5	0.80	
	B-BBEE Level 6	0.60	

	B-BBEE Level 7	0.40	
	B-BBEE Level 8	0.20	
	Non-compliant contributor	0	
Percentage black ownership of the tendering entity.	< 51 % black ownership	0	
	≥ 51 to < 70 % black ownership.	2	
	≥ 70 to < 100 % black ownership.	4	
	100 % black ownership	10	
B-BBEE size of the tendering entity	Exempted Micro Enterprise (EME)	8	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

FORM I: DECLARATION OF DEBT STATUS OWING TO SANRAL

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.

Notes to tenderer:

- 1. The signatory for the tenderer shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.**
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**

I, the undersigned, declare that:

- 1. the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

Please provide the details:

.....

.....

.....

.....

.....

- 2. the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises the SANRAL to set off any debts proven to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration against any moneys due to the tenderer or any of its Directors/Members.
- 3. to the best of my knowledge the above information is true and accurate.

Signed and sworn before me at _____ on the _____ day of _____

The deponent having:

- 1. Acknowledge that he knows and understands the contents hereof.
- 2. Confirmed that he has no objection to the taking of the prescribed oath; and
- 3. That he considered the prescribed oath as bidding upon her conscience.
- 4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and the R 1648 of August 1977 having been complied with.

COMMISSIONER OF OATHS

FORM J: DECLARATION FORM – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

APPOINTMENT OF A SERVICE PROVIDER (FOR THE VARIOUS REGIONS AND HEAD OFFICE) FOR OHS NATIONAL TRAINING FOR SANRAL EMPLOYEES

Notes to Tenderer:

- In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational, or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: www.nra.co.za)
- It is compulsory that all prospective and existing tenderers conducting business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
- Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FINs involved in their tenders, as part of their submission.
- Further, that tenderers shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - i. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - ii. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the tenderer.
- Tenderers undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the tenderer.
- Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
- Should the Employer, in the process of conducting verification and investigation of information supplied by the tenderer find out that the information poses a reputational risk, the tender shall be rendered invalid.
- The following definitions shall apply:
 - i. "Board" means the Board of Directors or the Accounting Authority of the Employer.
 - ii. "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
 - iii. "DD" means Due Diligence.
 - iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - v. "DPIP" means a Domestic Prominent Influential Person.
 - vi. "Family members and known close associates" means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - vii. "Foreign Influential National" means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - viii. "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. "FPPO" means a Foreign Prominent Public Official.
 - x. "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xii. "Senior Management" means the Executive Committee or its individual members.
- A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname		ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title			Status
				Active
				Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				
6				
7				
8				
9				
10				
MEDIA REPORTS / OTHER SOURCES OF INFORMATION				
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)				

--

Reporting Person/s:

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department's signature:	Date:	
Reporting Person's signature:	Date:	

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FORM K: FORM OF OFFER (SBD 7)

The South African National Roads Agency SOC Limited

48 Tambotie Avenue
Val de Grace
Pretoria 0184

Sir,

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

RFQ: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PRICING SCHEDULE SUMMARY IS

..... (In words)

(R in figures)

I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.

A. PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule Form F. In the event of any difference between the above stated status level and the Verification Certificate attached to Form F, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Willing and able to commence immediately once appointed and deliver the work within 3 months of appointment unless agreed to by both parties.

Yours faithfully

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

CAPACITY:

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

FORM L: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

RFQ: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.

Notes to tenderer:

1. **This declaration:**
 - (a) **must form part of all tenders submitted.**
 - (b) **in the case of a joint venture (JV), must be completed and submitted by each member of the JV.**
2. **This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse and/or misused the State's procurement of the supply chain management system.**
3. **The tender of any tenderer may be disregarded if that tenderer or any of its directors have –**
 - (a) **abused the institution's supply chain management system.**
 - (b) **committed fraud or any other improper conduct in relation to such State system.**
 - (c) **has been charged with fraud, corruption, or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or**
 - (d) **failed to perform on any previous contract with the State.**
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.**

4.1	Is the tenderer 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 website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If yes, furnish particulars:
-------	------------------------------

CERTIFICATION

I, the undersigned,

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature:

Name:

Position:

Date:

Name of tenderer:

FORM M: BLACK OWNERSHIP DECLARATION

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

RFQ: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN OCCUPATIONAL HEALTH SAFETY TRAINING FOR SANRAL EMPLOYEES.

Note to tenderer:

- Verification of ownership will be based on share certificate. SANRAL reserves the right to engage with the shareholders. In the event of any difference between the percentage ownership claimed below and the percentage ownership as per the share certificate, the share certificate shall apply.
- Attach share certificate/s.

No.	Name and Surname	Percentage
	Additional table may be submitted if the space provided is insufficient	
Total % black ownership		

- I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.
- I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

TERMS AND CONDITIONS

1. CONDITIONS OF QUOTATION

NOTE:

Only suppliers with the necessary experience and capacity to execute these works satisfactorily need submit a quotation. SANRAL may request more information in order to permit a full appraisal of the Suppliers' experience and capacity to execute these works satisfactorily. Such information shall be provided timeously.

2. FORM OF QUOTATION

- 2.1. The quotation shall be signed and witnessed on the Form of Quotation incorporated herein. The Schedule of Rates and Prices shall be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the quotation, and the summary thereof shall be signed. The certificates, schedules and forms contained herein shall be completed and signed by the Supplier. All forms, certificates and schedules shall be completed and signed in black ink.
- 2.2. Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the quotation documents. All such schedules shall be signed.

3. SIGNING OF QUOTATION

- 3.1. The quotation shall be signed by a person duly authorised to do so. A quotation submitted by a corporation shall bear the seal of the corporation and be attested by its secretary. Quotations submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

4. QUOTATION VALIDITY PERIOD

- 4.1. The quotation validity period is 90 days.

5. QUOTATION ALL-INCLUSIVE

- 5.1. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents.
- 5.2. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.
- 5.3. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
- 5.4. The offer must be in ZAR currency.

6. ALTERATIONS TO QUOTATION DOCUMENTS

- 6.1. No unauthorised alteration or addition shall be made to the Form of Quotation, to the Schedule of Rates and Prices or to any other part of the quotation documents. If any such alteration or addition is made or

if the Schedule of Rates and Prices, other schedules or certificates are not properly completed, the quotation may be rejected.

- 6.2. The use of masking fluid is prohibited.

7. QUOTATION QUALIFICATION

- 7.1. Quotations submitted in accordance with these quotation documents shall be without any qualifications. The Suppliers shall request SANRAL in writing at an early a date as possible and at least three working days before the closing time stated in quotation notice to clarify any point that is difficult to interpret.
- 7.2. Should the Supplier, despite the provisions of quotation rule 7.1, wish to amend or qualify the quotation documents, such amendment or qualification shall be expressly set out with full details. Any qualification or amendment not appearing on form shall not have any force or effect despite the fact that it may be contained elsewhere in the quotation documents or in the covering letter to the quotation. Any qualification or amendment appearing in a programme, or which may be derived there from, and which is submitted with a quotation shall not have any force or effect unless it has in writing.

8. ALTERNATIVE QUOTATIONS

- 8.1. If, in addition, the Supplier desires to submit for consideration any alternative solution or any other variation (including the offer of a guarantee in lieu of retention money), the Form of "ALTERNATIVE QUOTATION" shall be completed for each alternative quotation submitted, and each alternative quotation shall be accompanied by a separate, complete and itemized Schedule of Rates and Prices, fully priced and extended, and a statement setting out the salient features of the alternative quotation.
- 8.2. No alternative quotation shall be considered unless a quotation without any qualifications and strictly on the basis of the quotation documents is also submitted. Alternative quotations shall reflect the same provisional sums for contingencies and contract price adjustment as provided for in the quotation documents for the postulated scheme. Any manipulation of these provisional sums shall disqualify the alternative quotation. Unless the quotation document for the postulated scheme calls for a fixed price contract, no alternative offering a fixed price shall be considered.
- 8.3. When a Supplier wishes to submit an alternative quotation involving modifications to the design or qualifications of the quotation documents, the following procedure shall be observed:
- 8.3.1. If the Supplier does decide to submit an alternative quotation, it shall be accompanied by supporting information and a fully priced alternative Schedule of Rates and Prices so that its technical acceptability, completion time and price can be fully assessed.
- 8.3.2. When a qualified quotation is submitted, it shall be compiled in the form of an alternative offer, showing the financial or other implications of the qualification(s) on the unqualified quotation.
- 8.3.3. Any alternative quotation shall be assessed on its merits and shall not necessarily be accepted on its price alone. An accepted alternative shall become the baseline for the purposes of the Agreement.
- 8.3.4. A decision as to whether or not to adopt a technically acceptable modified solution shall be governed by the amount of the overall savings which it can be reliably expected to achieve. Matters to be considered in arriving at the overall saving shall include the quality and reliability of the product, the life cycle cost of the modified solution and the effect of any deferment in the starting date arising from extra time needed for the preparation of an amended agreement for signature.

9. CONFIDENTIAL COPYRIGHT OF DOCUMENTS

- 9.1. All recipients of the quotation documents (whether or not a quotation is submitted) shall treat the details of the documents as confidential.
- 9.2. Use and copy the documents issued by SANRAL only for the purpose of preparing and submitting a quotation offer in response to the invitation.

10. COST INCURRED BY SUPPLIERS

- 10.1. SANRAL will not be responsible for, or pay for, any expenses or losses, which may be incurred by the Supplier in the preparation and submission of the quotation or in visiting the site in connection therewith.

11. ATTENDANCE AT SITE INSPECTION / SUPPLIERS' MEETING

- 11.1. No formal site inspection/Suppliers meeting will be held.

12. SUBMISSION OF QUOTATIONS

- 12.1. All quotations and supporting documents shall be submitted strictly in accordance with the instructions given in the official Quotation Notice.
- 12.2. Each Supplier shall sign the quotation offer. SANRAL will hold all authorized signatories liable on behalf of the Supplier.
- 12.3. Only e-mail quotations will be accepted. No late quotations will be accepted.

13. QUOTATION WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE

- 13.1. Any Supplier has the right to withdraw, modify or correct his quotation after it has been delivered, provided that the written request for such withdrawal, modification, or correction, together with full details of such modification or correction is received at the address given for the submission of quotations before the closing date and hour set for the receipt of quotations.
- 13.2. The original quotation as amended by such written communication shall be considered the Supplier's offer.

14. QUOTATION WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE

- 14.1. SANRAL may ask any Supplier for a clarification of his quotation, or to amend or adjust imbalanced quotation rates according to subrules 18.2; nevertheless no Supplier shall be permitted to alter his quotation sum after the quotations have been opened. However, clarifications or amendments to imbalanced quotation rates which do not change the quotation sum may be accepted.
- 14.2. Quotations shall remain valid for a period of ninety (90) days from the time set for the opening of quotations and no quotation may be withdrawn during this period unless SANRAL informs the Supplier in writing before the end of this period that his quotation is not accepted.
- 14.3. Should a Supplier amend (other than according to rule 18) or withdraw his quotation after the time set for the receipt and opening of quotation and during the period of its validity, but prior to his being notified of the acceptance of his original quotation, or should a Supplier, after having been notified that his quotation has been accepted-
- 14.3.1. give notice of his inability to execute the agreement in terms of his quotation; or
 - 14.3.2. fail to sign an agreement or furnish the security within the period fixed in the conditions reflected in the Form of Offer or any extended period fixed by SANRAL; or
 - 14.3.3. fail to execute the agreement according to the agreement documents.
 - 14.3.4. he shall pay either the difference between his quotation and a less favourable quotation accepted in terms of the provisions of subrule 14.4, or if SANRAL decides to invite fresh quotations, all additional expenses which SANRAL has to incur in this regard, as well as any difference between his quotation and the accepted new quotation: Provided that SANRAL

may fully or partly exempt a Supplier from the provisions of this subrule if SANRAL is of the opinion that the circumstances justify the exemption.

- 14.4. When, in the circumstances mentioned in subrule 14.3 it is not deemed desirable to invite fresh quotations, SANRAL may accept another quotation from those already received.

15. CANCELLATION OF QUOTATION

- 15.1. If SANRAL is satisfied that any person (being an employee, partner, director or shareholder of the Supplier or a person acting on behalf of or with the knowledge of the Supplier), firm or company-

- 15.1.1. is executing an agreement with SANRAL unsatisfactory.
- 15.1.2. has offered, promised, or given a bribe or other gift or remuneration to any officer or employee of SANRAL in connection with obtaining or executing an agreement:
- 15.1.3. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing an agreement with any government department, provincial administration, public body, company, or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence.
- 15.1.4. has approached an officer or employee of the South African National Roads Agency Limited or in the service of SANRAL before or after quotations have been called for, to influence the award of the agreement in his favour.
- 15.1.5. has withdrawn or amended his quotation after the time set for the receipt and opening of quotations.
- 15.1.6. when advised that his quotation has been accepted, has given notice of his inability to execute or sign the agreement or to furnish the security required.
- 15.1.7. has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm, or company to refrain from quoting for this agreement, or as to the amount of the quotation to be submitted by either party.
- 15.1.8. has disclosed to any other person, firm or company the exact or approximate amount of his proposed quotation except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the quotation, SANRAL may, in addition to any claim which he may have in terms of rule 14, and in addition to any other legal resources, cancel any agreement between SANRAL and such person, firm or company and no quotation from such person, firm or company shall be favourably considered for a specified period.

- 15.2. If SANRAL is satisfied that any person, firm, or company is or was a shareholder or a director of a firm or company which, in terms of subrule 15, is one from which no quotation will be favourably considered for a specified period, SANRAL may also decide that no quotation from such person, firm or company shall be favourably considered for a specified period, and in addition to any other legal resources, cancel any agreement between SANRAL and such person

- 15.3. SANRAL may, at its sole discretion, reverse or amend any decision in terms of subrule 15

- 15.4. Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "person, firm or company" shall include an authorised employee or agent of such person, firm, or company.

- 15.5. SANRAL may take any decision of a State Tender Board, including those of SA Post Office Ltd and Telkom SA Ltd, Transnet Ltd or any provincial administration or organ of state with regard to the restriction of a Supplier as being applicable to quotations for SANRAL from such Supplier.

- 15.6. Decisions of SANRAL in terms of subrules 15 to 15.4 and any revocation or variation of such decisions shall be communicated by SANRAL to all the tender boards concerned.

16. TEST FOR RESPONSIVENESS

- 16.1. SANRAL will determine, on opening and before detailed evaluation, whether each quotation offer properly received:
- 16.1.1. meets the requirements of these Conditions of Quotation.
 - 16.1.2. has been properly and fully completed and signed, and
 - 16.1.3. is responsive to the other requirements of the quotation documents.
- 16.2. A responsive quotation is one that conforms to all the terms, conditions, and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the opinion of SANRAL, would:
- 16.2.1. detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work.
 - 16.2.2. change SANRAL's or the Suppliers risks and responsibilities under the contract, or
 - 16.2.3. affect the competitive position of other Suppliers presenting responsive tenders if it were to be rectified.
- 16.3. SANRAL will reject a non-responsive quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation unless it can be subsequently rendered responsive by correction that does not prejudice the other suppliers.

17. ADDITIONAL INFORMATION REQUIRED

- 17.1. The Supplier shall submit with his quotation all the information as applicable and as required in terms of the provisions of the quotation documents. SANRAL reserves the right, in the event of such details being insufficient, to call for further information. The Supplier shall furnish such additional information within the time stipulated.
- 17.2. The Supplier shall make full allowance in the relevant scheduled rates for all costs in connection with the preparation of quotations and furnishing the information required by SANRAL.
- 17.3. SANRAL reserves the right to appoint a firm of chartered accountants and auditors to report on the financial resources of any Supplier. The Supplier shall provide all reasonable assistance in such an investigation.
- 17.4. All written information submitted by the Supplier, together with and in support of his quotation, shall be considered to form the basis on which the quotation has been prepared and submitted.

18. AMENDMENTS TO QUOTATION BY SANRAL

- 18.1. Arithmetical Errors: SANRAL reserves the right to check for arithmetical errors and correcting them in the following manner:
- 18.1.1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - 18.1.2. If a Pricing Schedule (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 and the quantity, the unit rate shall govern, and the line item shall be corrected. However, where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.

18.1.3. 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 Supplier's addition of prices, the total of the prices shall be corrected.

18.2. Imbalance in quoted rates: In the event of there being any rate or rates which are declared to be unacceptable by SANRAL for reasons which SANRAL will indicate, the Supplier will, in terms of rule 17, be requested:

18.2.1. to justify any specific rate or rates, i.e., to give a financial breakdown of how such rate or rates were obtained,

18.2.2. and subsequently to consider amending and adjusting such rate or rates while retaining the quotation sum derived under subrule 18.1 unchanged and fixed.

18.3. It must be understood that in the event of the Supplier refusing to correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate, SANRAL may reject his quotation offer.

19. QUOTATION ACCEPTANCE

19.1. SANRAL does not bind itself to accept the lowest or any quotation.

19.2. SANRAL may accept or reject any variation, deviation, quotation offer, or alternative quotation offer, and may cancel the quotation process and reject all quotation offers at any time before the formation of a contract. SANRAL shall not accept or incur any liability to a supplier for such cancellation and rejection but will give reasons for such action upon written request to do so.

19.3. Notify the successful Supplier of SANRAL's acceptance of his quotation offer in writing before the expiry of the validity period stated in this document or agreed additional period. This will constitute the formation of a contract between SANRAL, and the successful Supplier as described in the form of offer and acceptance.

19.4. After the successful Supplier has acknowledged SANRAL's notice of acceptance, the other suppliers will be notified that their quotation offers have not been accepted by SANRAL.

20. LEGAL ASPECTS

20.1. The laws of the Republic of South Africa shall be applicable to each agreement created by the acceptance of a quotation and each Supplier shall indicate a place in the Republic and specify it in his quotation as his domicilium citandi et executandi (permanent physical business address) where any legal process may be served on him.

20.2. Each Supplier shall undertake to accept the jurisdiction of the law-courts of Republic of South Africa.

20.3. Each foreign Supplier shall state in his quotation the name of his accredited agent in the Republic of South Africa in whom the necessary legal capacity is vested and who has been duly appointed to sign any agreement.

21. QUOTATION RULES ARE BINDING

21.1. The Quotation Rules as well as the instructions given in the official Quotation Notice shall be binding on all Suppliers submitting quotations for the service or services stated in the quotation documents.

22. LANGUAGE OF THE AGREEMENT

22.1. The quotation documents have been drafted in English. Each Agreement that originates from the

acceptance of the quotation will be interpreted and construed in English.

23. DELEGATION OF AUTHORITY BY SANRAL

23.1. SANRAL may delegate any power vested in it by virtue of these rules to an officer or employee of SANRAL.

GENERAL CONDITION OF CONTRACT

NOTES

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to government bids, contracts, and orders;
and
 2. To ensure that suppliers 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 General Conditions of Contract 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 General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. *Definitions*

The following terms shall be interpreted as indicated:

- 1.1. "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.
- 1.2. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of the supplier's contractual obligations.
- 1.3. "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.
- 1.4. "Countervailing **duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.5. "Day" means calendar day.
- 1.6. "Delivery" means delivery in compliance of the conditions of the contract or Purchase Order.
- 1.7. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the Republic at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic.
- 1.8. " 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.
- 1.9. "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.
- 1.10. "GCC" means the General Conditions of Contract.
- 1.11. "Goods" means all of the equipment, machinery, and/or other materials other than services that the supplier is required to supply to the purchaser under the contract or purchase order.
- 1.12. "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.
- 1.13. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.15. "Purchase Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.16. "Project site," where applicable, means the place indicated in bidding documents, contract, or purchase, where the goods or services will be delivered or rendered.
- 1.17. "Purchaser / Employer" means the organization purchasing the goods or services, and in this instance means South African National Roads Agency Limited ("SANRAL").
- 1.18. "Republic" means the Republic of South Africa.
- 1.19. "SCC" means the Special Conditions of Contract.
- 1.20. "Services" means those functional services ancillaries 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, provision of professional expertise, and other such obligations of the supplier covered under the contract.
- 1.21. "Service Provider or Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified services and supply the required and specified goods.
- 1.22. "Tort" means in breach of contract.
- 1.23. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. *Application*

- 2.1. These general conditions are applicable to all bids, contracts and Purchase 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.

3. *Standards*

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

4. *Use of contract documents and information; inspection.*

- 4.1. 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.
- 4.2. 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.

- 4.3. 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.
- 4.4. 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.

5. *Patent rights*

- 5.1. 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.

6. *Performance security*

- 6.1. Within thirty (30) days of receipt of the notification of contract award the successful bidder shall, **where applicable**, furnish to the purchaser the performance security of the amount specified in SCC.
- 6.2. 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 as set out in the contract.
- 6.3. 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:
 - (a) 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
 - (b) a cashier's or certified cheque.
- 6.4. 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 as set out in the contract, including any warranty obligations, unless otherwise specified in SCC.

7. *Inspections, tests, and analyses*

- 7.1. All pre-bidding testing will be for the account of the bidder.
- 7.2. 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 purchaser.
- 7.3. 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.

- 7.4. If the inspections, tests, and analyses referred to in clauses 7.2 and 7.3 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.
- 7.5. Where the supplies or services referred to in clauses 7.2 and 7.3 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.
- 7.6. Supplies and services which are referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7. 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.
- 7.8. The provisions of clauses 7.4 to 7.7 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.

8. *Packing*

- 8.1. 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.
- 8.2. 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.

9. *Delivery and documents*

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

10. Insurance

10.1. The goods supplied under the contract shall, where applicable, 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.

11. Transportation

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

12. Incidental services

12.1. The supplier may, where applicable, be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- d) 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
- e) 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.

12.2. 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.

13. Spare parts

13.1. 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 manufactured or distributed by the supplier:

- a) 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
- b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. *Warranty*

- 14.1. 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.
- 14.2. 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.
- 14.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 14.4. 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.
- 14.5. 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.

15. *Payment*

- 15.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 15.2. 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.
- 15.3. 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.
- 15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

16. *Prices*

- 16.1. 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.

17. *Contract amendments*

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

18. *Assignment*

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

19. *Subcontracts*

- 19.1. 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.

20. *Delays in the supplier's performance*

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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 22.2 without the application of penalties.
- 20.5. 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 Functionality 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.

21. Penalties

- 21.1. 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

22. Termination for default

- 22.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a. 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 20.1.
 - b. if the Supplier fails to perform any other obligation(s) under the contract; or
 - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2. 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. Anti-dumping and countervailing duties and rights

- 23.1. 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 purchaser 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 supplier to the purchaser or the latter may deduct such amounts from moneys (if any) which may otherwise be due to the supplier 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.

24. Force Majeure

- 24.1. 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.

- 24.2. 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.

25. *Termination for insolvency*

- 25.1. 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.

26. *Settlement of Disputes*

- 26.1. 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.
- 26.2. 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.
- 26.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 26.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 26.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b. the purchaser shall pay the supplier any monies due the supplier for goods delivered and /or services rendered according to the prescripts of the contract.

27. *Limitation of liability*

- 27.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.
- a. 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

- b. 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.

28. *Governing language*

- 28.1. 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.

29. *Applicable law*

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

30. *Notices*

- 30.1. Every written acceptance of a bid shall be posted or communicated to the supplier concerned by registered or certified mail or electronic mail and any other notice to him shall be posted by ordinary mail or electronic 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.
- 30.2. 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.

31. *Taxes and duties*

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must verify that the tax matters of the successful bidder are in order. The successful bidder must submit the tax compliance status pin or the Central Supplier Database Master Registration Number which the purchaser will use to confirm the tax status of the successful bidder.

32. *Transfer of contracts*

- 32.1. The supplier shall not abandon, transfer, cede, assign, or sublet a contract or part thereof without the written permission of the purchaser.

33. *Amendment of contracts*

- 33.1. No agreement to amend or vary a contract or purchaser order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

34. *Prohibition of restricted 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 supplier(s) was /were in collusive bidding.
- 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 Competitive Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or supplier(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 items(s) offered, and / or terminate the contract in whole or part, and /or restrict the bidder(s) or supplier(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 supplier(s) concerned.

C1.2.2 SPECIAL CONDITIONS OF CONTRACT / CONTRACT DATA

RFQ NO: SANRAL HO 65210/1027/2023/HRT07

APPOINTMENT OF A SERVICE PROVIDER (FOR THE VARIOUS REGIONS AND HEAD OFFICE)
FOR OHS NATIONAL TRAINING FOR SANRAL EMPLOYEES

INFORMATION PROVIDED BY THE EMPLOYER

Clause No	SCC/ Contract Data
4	4.5. Neither party shall use the name or any other material and Information of the other in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party. 4.6. The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 4.5 by all their employees, agents, Sub-Service Providers, and its Suppliers. 4.7. Notwithstanding the provisions of Clause 4.5 above, SANRAL shall be entitled to publicize the Agreement in accordance with any legal or quasi-legal obligation upon SANRAL.
5	5.1.1 The Supplier shall indemnify SANRAL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and SANRAL scale), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the Supplier to SANRAL. 5.2. The Supplier shall promptly notify SANRAL if any claim or demand is made, or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right. 5.3. If a claim or demand is made or action brought to which Clause 5.2 may apply or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier shall at its own expense either: 5.3.1. Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to SANRAL, who will not unreasonably withhold such acceptance; or 5.3.2. Procure a royalty free licence to use the service on terms which are acceptable to SANRAL. 5.4. Each of the Suppliers employees (and where applicable, subcontractors or independent contractors) working on this project shall be required to sign a SANRAL Non-Disclosure Agreement (NDA) before commencing any work on this project. 5.5. The Parties shall prevent disclosure of the Confidential Information, except as may be required by law. 5.6. Within thirty (30) days after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples, or excerpts thereof. 5.7. It is recorded that the following information will, for the purpose of this Agreement, not be considered to be Confidential Information: 5.7.1. information known to either of the Parties prior to the date that it was received from the other Party; or

	5.7.2. information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or 5.7.3. information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or 5.7.4. information which either of the Parties, in writing, authorises the other to disclose. 5.8. The Supplier shall not, during the currency of this Agreement, or after the termination of the Agreement, be entitled whether for its own benefit or that of others, to make use or avail itself, of or derive profit from any information or knowledge specifically related to the business or affairs of SANRAL, which it shall or may have acquired by reason of its position in or association with the business of SANRAL. 5.9. For the avoidance of doubt, no provision of this Agreement should be construed in such a way that SANRAL is deemed to have granted its consent to the Supplier to disclose the whole or any part of the Confidential Information in the event that the Supplier receives a request for the whole or any part of such Confidential Information to be divulged in terms of the provisions of the Promotion to Access to Information Act, No 2 of 2000, as amended. The Supplier shall be obliged to notify SANRAL immediately when it receives such a request to enable SANRAL to object and approach a court of competent jurisdiction, if necessary, to protect its interests. 5.10. The Supplier acknowledges and accepts that all intellectual property relating to the Confidential Information, belongs to SANRAL and such Confidential Information and such intellectual property may not be used or reproduced for any purpose whatsoever other than the permitted purpose under this Agreement. 5.11. Should the Supplier ("the Defaulting Party") commit a breach of any of the provisions of this Claus, then SANRAL ("the Aggrieved Party") shall be entitled to: 5.11.1. claim specific performance by the Defaulting Party of all the Defaulting Party's obligations, in either event without prejudice to the Aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law. 5.11.2. Terminate this agreement with immediate effect. 5.12. The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution and management of this Agreement.
6.1	No Performance Security is required for this contract.
15	15.1 The Employer shall pay the Supplier the Contract Price in accordance with the provisions of the Contract. 15.2 When submitting an invoice for payment the Supplier shall use the Employer's standard forms and formats. No payment can be made before the Supplier is registered as a vendor on the Employer's system. 15.3 The Supplier shall submit invoices for all work rendered / goods delivered in the Employer's financial year within that specific year. 15.3. For the Services rendered / goods delivered by the Supplier in terms hereof, SANRAL shall pay the Supplier, within thirty (30) calendar days of the date of receipt of the Supplier's valid invoice and statement therefore, by direct transfer into the bank account advised in writing by the Supplier from time to time. 15.4. If any sum payable under this Agreement, with the exception of any payment under dispute, is not paid within 30 (thirty) calendar days after the due date then (without prejudice to the Supplier's other rights and remedies) the Supplier shall be entitled to receive interest compounded monthly on the amount owing during the period of delay. Interest shall be calculated at the prime rate charged by the Employer's bank at the time. 15.5. The contract price shall be the prices submitted during tender by the Bidder.
16	16.1 Contract price adjustment – Contract price adjustment is not applicable.
19	19.2 If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that

	the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.
26	26.4.1 an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties. 26.4.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion, and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement. 26.4.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of 90 (ninety) days from entering into the mediation process, no resolution has been achieved. 26.4.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived. In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the Law Society of the Northern Province.
29	29.1.1. The law applicable to this agreement is the law of the Republic of South Africa with the High Court as the court of jurisdiction. 29.1.2. Notwithstanding any provision contained in this Agreement or any right or obligations arising there from: 29.1.2.1. SANRAL does not renounce any of its statutory powers; and 29.1.2.2. both parties record SANRAL's power to act in accordance with the existing or future Acts of Parliament or regulations made by virtue thereof and that this Agreement shall not affect such powers in any way whatsoever;
35	Publicity and publication 35.12 Unless otherwise agreed, the Supplier shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld. 35.2. The Supplier may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.
36	SUPPLIER'S PERSONNEL 36.1 Provision of Personnel 36.1.1 The Supplier shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications, and estimated periods of engagement on the performance of the Services in the Personnel Schedule. 36.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Supplier may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be

	appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price. 36.1.3 The Supplier shall: - forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule, and a timetable for the placement of Personnel. - inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project. - submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables. 36.1.4. This Agreement shall not render the Supplier an employee, partner, agent, or joint venture of SANRAL for any purpose. The Supplier, its employees and contractors are and will remain independent contractors in their relationship to SANRAL. The Supplier shall have no claim against SANRAL hereunder or otherwise for employee's tax, vacation pay, sick leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. 36.1.5 It is specifically agreed between the Parties that they will not directly or indirectly employ (whether on a contractual basis, permanent basis or by secondment) or solicit for employment, nor contract or offer to contract with, any employee or contractor of any other Party, whilst such person is employed by either Party or within 6 (Six) months of such person ceasing to be an employee of either Party, unless the hiring Party obtains the written consent of such other Party. 36.2 Staff and equipment 36.2.1 The Supplier shall employ and provide all qualified and experienced personnel required to perform the Services. 36.2.2 Where required in terms of the Contract, the Supplier shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Supplier may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld. 36.2.3 Where the Supplier proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications, and experience of the proposed replacement person to the Employer for approval. 36.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced. 36.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Supplier shall bear all additional costs arising out of or incidental to such replacement. 36.2.6 The Supplier shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner. 36.3 Working hours, overtime, and leave. 36.3.1 Where the fee for the Services is time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Supplier. The Employer will not be responsible for overtime payments to Personnel <i>unless so specifically provided for in the Pricing Schedule</i>. 36.3.2 The working hours and holiday for staff are as applicable in the Basic Conditions of Employment Act
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OWNERSHIP OF DOCUMENTS AND COPYRIGHT

37.1 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Supplier, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Supplier's permission to copy for such use. Where copyright is vested in the Employer, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

37.2 The ownership of data and factual information collected by the Supplier and paid for by the Employer shall, after payment by the Employer, lie with the Employer. This shall include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.

37.3 The Employer shall have no right to use any documents prepared by the Supplier whilst the payment of any fees and expenses due to the Supplier in terms of the Contract is overdue.

35.4. The parties acknowledge that any and all of the pre-existing intellectual property rights developed prior to this Agreement, will remain the ownership of the relevant party (Pre-existing Intellectual Property).

37.5. In the event of the Supplier's pre-existing intellectual property being incorporated into the results, or deliverables in terms of this Agreement, the Supplier hereby irrevocably grants SANRAL a perpetual, royalty-free and worldwide, transferable, and non-exclusive license to use such pre-existing intellectual property.

37.5 The Supplier undertakes to obtain, on behalf and for the cost of SANRAL a perpetual and royalty free licenses to use any third party's intellectual property, which has been incorporated by the Supplier into the results or deliverables in terms of this Agreement.

37.6. The Supplier shall ensure that in terms of their own internal policies they impose an obligation upon their employees (and where applicable, sub-contractors or independent contractors) working on this project to promptly disclose in writing to them any registerable Intellectual Property reasonably believed to have been developed and/or created by any of them during the course of this Agreement.

37.7. The Supplier hereby irrevocably cedes, assigns, and transfers to SANRAL all right, title and interest in and to all intellectual property resulting directly from the performance of the Services / delivery of goods under this Agreement.

37.8. The Supplier hereby irrevocably cedes, assigns, and transfers to SANRAL all right, title and interest in and to all copyright in all works which are or may become eligible for copyright under the laws of the Republic of South Africa and which arises directly from the Services provided by the Supplier in terms of this Agreement.

37.9. The Supplier hereby irrevocably grants to SANRAL the sole and exclusive right to alter and adapt the copyrighted work for its own purposes.

37.10. The Supplier warrants that his results or deliverables in terms of this Agreement shall not infringe the intellectual property rights including, but not limited to, copyright, patents, and registered designs of any other party.

37.11. The Supplier shall indemnify SANRAL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and client scale), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South

	Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the Supplier to SANRAL. 37.12. In the event that SANRAL becomes aware of any such litigation or threatened litigation: 37.12.1. SANRAL shall immediately notify the Supplier thereof. 37.12.2. The Supplier shall conduct the proceedings on SANRAL's behalf as if it were a party to the proceedings, in consultation with SANRAL, and at its own cost. 37.12.3. Neither party shall make any admissions or settle, compromise, or accept any liability in the matter without the other party's express written permission. 37.13. The Supplier shall promptly notify SANRAL if any claim or demand is made, or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right. 37.14. If a claim or demand is made or action brought or in the reasonable opinion of the Supplier is likely to made or brought, the Supplier shall at its own expense either: 37.14.1. Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent or superior performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to SANRAL, who will not unreasonably withhold such acceptance; or 37.14.2. Procure a royalty free license to use the service on terms which are acceptable to SANRAL.
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