

# **SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS**

**REQUEST FOR PROPOSAL [RFP] No NRA 2026/0499**

**PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD  
OF 36 MONTHS**

<b>ISSUE DATE:</b>	<b>24 APRIL 2026</b>
<b>BRIEFING SESSION DATE:</b>	<b>6 MAY 2026 @ 12H00</b>
<b>CLOSING DATE:</b>	<b>15 MAY 2026</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>

**PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD OF 36 MONTHS**

## SECTION 1: SBD1 FORM

PART B  
INVITATION TO BID

BID NUMBER:	NRA 2026/0499	ISSUE DATE:	24 April 2026	CLOSING DATE:	15 May 2026	CLOSING TIME:	11:00
DESCRIPTION	<b>PROVISION OF BUILDING MAINTENANCE &amp; SERVICES FOR A PERIOD OF 36 MONTHS</b>						
VALIDITY PERIOD	<b>90 days calendar</b> days including the first day and including the last day.						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	Procurement						
TELEPHONE NUMBER	NA						
E-MAIL ADDRESS	ProcurementHO05@sanral.co.za						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>							
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?					<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO							<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO							<input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO							
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO							
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO							<input type="checkbox"/>

**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 1.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 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.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

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### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Submission of bid

The RFP submissions will close at **11h00** on Friday, **15 May 2026** and all RFP documentation must be sealed in a clearly marked envelope and placed in the tender box.

Bids shall be clearly marked with the RFP reference number and sealed in an envelope when placing in the tender box and addressed to:

**SANRAL: 36 assegaiwood Road, Rooihuiskraal Centurion 0157**

**Tender Box location: Reception**

- 1.1.1 Bidders must submit one original plus one hard copy and electronic copy (e.g. on compact disk or memory stick). Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFP envelope must also contain the Bidder's details on the back of the envelope.
- 1.1.2 No bid may be withdrawn after it has been submitted to SANRAL unless the Bidder so requests in writing and such request is received by SANRAL before the scheduled closing date. All bids received by SANRAL on or before the scheduled closing date and time shall be valid and binding for a period of 90 (ninety) working days calculated from the last scheduled closing date ("validity period").
- 1.1.3 During the validity period or any extensions to the validity period, bid prices shall remain firm save only for cost variations as are measurable by the permissible contract price adjustments as set out elsewhere in this document.
- 1.1.4 **No telegraphic, e-mailed or faxed bids will be accepted.**
- 1.1.5 Properly motivated alternatives may be submitted but will only be considered if a compliant offer has been submitted. The alternative shall be approached and priced to the same detail as required by this RFP.
- 1.1.6 Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by SANRAL. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which SANRAL may rely upon in the selection of a preferred Bidder.
- 1.1.7 Bidders must ensure that their bids contain all documents as specified in this RFP.

#### 1.2 Clarification

If a Bidder considers that any of the RFP documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Bidders have any queries regarding this document they may contact SANRAL **by e-mail and quote NRA 2026/0499** using the contact information stated in the SBD 1 Form.

Enquiries will close at **16h00 on Wednesday 6 May 2026**. SANRAL will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFP documents shall modify the issued RFP.

### 1.3 Formal Briefing

A compulsory briefing session will be conducted Virtually on the **6 May 2026, at 12H00** for a period of ± 2 hours. The briefing session will start punctually and information will not be repeated for the benefit of Bidders arriving late.

A tenderer's representative cannot represent more than one tenderer at the tender briefing meeting.

#### Microsoft Teams meeting

**Join:** <https://teams.microsoft.com/meet/39507699555973?p=38rcaKI5qFT5OeTcHF>

Meeting ID: 395 076 995 559 73

Passcode: uP6db7HG

### 1.4 Conflicts of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to SANRAL. Bidders should contact SANRAL for clarity on whether a conflict of interest actually exists or not. The existence of a conflict of interest, or a failure by a bidder timeously to disclose any such conflict or part conflict of interest, may result in the bidder's bid being disqualified.

### 1.5 Participation in More than One Bid

No bidder or any member of the bidder's consortium may participate or have an interest (whether direct or indirect) in any other bidder or in any member of any other bidder's consortium for purposes of submitting a bid.

### 1.6 Collusion with others

Bidders may not negatively engage or collude with any Service Providers, whether local or international, for purposes of submission of bids in response to the RFP. Such action will lead to disqualification with no further evaluation of their bid.

### 1.7 Communication

Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person stated in the SBD 1 Form 5 days before tender closing date. In the interest of fairness and transparency SANRAL's response to such a query will then be made available to other bidders.

It is prohibited for Bidders to attempt, either directly or indirectly, to canvass any officer or employee of SANRAL in respect of this RFP between the closing date and the date of the award of the business.

Bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

Bidders may also, at any time after the closing date of the RFP, communicate with the name of delegated individual on any matter relating to its RFP response:

All unsuccessful bidders have a right to request SANRAL to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

### 1.8 Joint Ventures or Consortiums

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Bidders must also submit

a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by SANRAL through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to SANRAL.

Bidders are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

### **1.9 Legal Compliance**

The successful Bidder shall be in full and complete compliance with any and all applicable national and local laws and regulations.

### **1.10 Disclaimers**

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

- modify the RFP's goods / service(s) and request Bidders to re-bid on any changes;
- reject any RFP which does not conform to instructions and specifications which are detailed herein;
- disqualify RFPs submitted after the stated submission deadline;
- not necessarily accept the lowest priced RFP or an alternative bid;
- place an order in connection with this RFP at any time after the RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider should it at SANRAL's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the RFP process;
- validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to SANRAL to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Bidders to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Bidders on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Bidders or on any other basis recognised in law;

- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.
- ***If there are any queries during the Bid process and any other period after the Bid closure, Bidders are advised to forward the queries to the email address indicated in SBD1 form. If no responses are received, Bidders are requested to send the follow up email to [scmcomplaints@SANRAL.co.za](mailto:scmcomplaints@SANRAL.co.za).***

### **1.11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Bidders, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Bidders. Acceptance of the bid is also subject to the condition that the Successful Bidders will implement all such security measures as the safe performance of the contract may require.

### **1.12 Johannesburg Stock Exchange Debt Listing Requirements**

SANRAL may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### **1.13 National Treasury's Central Supplier Database**

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SANRAL is required to ensure that price RFPs are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Bidders who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

### **1.14 Tax Compliance**

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

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

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

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

**SANRAL urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS:**

**0800 204 558**

## SECTION 3

### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1 BACKGROUND

This Scope of Work (SOW) outlines the requirements for the appointment of a qualified, reputable, and experienced Service Provider to deliver comprehensive Building Maintenance Services across various SANRAL sites.

#### 2 OBJECTIVE

SANRAL is committed to ensuring the safety, functionality, and longevity of its facilities for employees, visitors, and operational efficiency. This project seeks to engage a dedicated Service Provider to:

- Provide comprehensive general building maintenance services, including structural repairs, concrete works, brickwork, painting, and plaster maintenance.
- Manage repairs and maintenance of all steel and metal work within SANRAL facilities.
- Deliver expert plumbing and sanitary ware services, covering installations, repairs, and preventative maintenance of all water and drainage systems.
- Ensure the effective maintenance of stormwater drains to prevent blockages and water damage.
- Execute all necessary electrical installations and maintenance, ensuring compliance with safety regulations and uninterrupted power supply.
- Implement a robust preventative maintenance program to minimize breakdowns and extend asset lifespan.
- Provide efficient reactive maintenance and emergency response for unforeseen breakdowns or damages.
- Ensure full compliance with all relevant South African legislation, building codes, health and safety regulations, and environmental standards.
- Contribute to the overall safety, well-being, and operational continuity at all identified SANRAL sites (as listed on the below table .

#### 3 SCOPE OF REQUIREMENTS

The appointed Service Provider shall be responsible for delivering comprehensive building maintenance services, encompassing both preventative and reactive maintenance across various disciplines.

##### 3.1. General Building Maintenance & Structural Works:

This category includes maintenance, repairs, and minor new works related to the building's fabric and structure.

- **Structural Maintenance and Repairs:**
  - Inspection and repair of structural elements such as beams, columns, and foundations.
  - Addressing cracks, spalling, or deterioration in concrete structures.
- **Brickwork and Masonry:**
  - Repairing or replacing damaged brickwork, blockwork, or masonry.

#### PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD OF 36 MONTHS

- Pointing and re-grouting of masonry joints.
- **Paint and Plaster Maintenance:**
  - Preparation of surfaces (cleaning, scraping, sanding, priming).
  - Repairing cracks, holes, and other plaster damage.
  - Painting of interior and exterior walls, ceilings, and architectural features.
  - Application of specialized coatings where required (e.g., waterproofing, anti-graffiti).
- **Ceiling and Partitioning Maintenance:**
  - Repair or replacement of damaged ceiling tiles, panels, or bulkheads.
  - Repair of partition walls (drywall, glass, etc.) and related finishes.
- **Flooring Maintenance:**
  - Repair or replacement of damaged floor tiles, carpets, laminate, or other flooring materials.
  - Addressing tripping hazards.
- **Door and Window Maintenance:**
  - Repair or replacement of damaged doors, door frames, windows, and window frames.
  - Maintenance of door hardware (hinges, locks, handles) and window mechanisms.
  - Replacement of broken or cracked glass.
- **Roofing and Waterproofing:**
  - Inspection, repair, and maintenance of roofing systems (e.g., tiled, corrugated, flat roofs).
  - Addressing leaks, re-sealing, and application of waterproofing membranes.
  - Maintenance of gutters and downpipes.

#### **Steel Works, Repairs, and Maintenance:**

This involves the maintenance and repair of various steel and metal elements within and around SANRAL facilities.

#### **General Steel and Metal Work:**

- Repair, welding, and fabrication of steel structures, frames, railings, and grilles.
- Maintenance of gates, fences, and security barriers (excluding access control systems).
- Rust treatment, priming, and painting of metal surfaces.

#### **Ironmongery:**

- Repair or replacement of architectural ironmongery (e.g., door closers, panic bars, hinges not covered under general door maintenance).

#### **Stormwater Drains Maintenance:**

Ensuring effective drainage and prevention of water accumulation.

- **Cleaning and Unblocking:** Regular cleaning and unblocking of stormwater drains, catch pits, and channels.
- **Inspection and Repair:** Inspection for cracks, collapses, or damage, and undertaking necessary repairs.
- **Debris Removal:** Removal of leaves, silt, and other debris that may obstruct drainage.

### **3.2. Electrical Installations and Maintenance.** Provision of safe

and compliant electrical services. **Electrical Installations**

#### **and Repairs:**

- Repair and replacement of faulty wiring, light fittings, power outlets, and switches.

- Troubleshooting electrical faults and ensuring circuit integrity.
- Installation of new electrical points or circuits as approved by SANRAL.
- Maintenance and repair of distribution boards (DB boards).

**Compliance:** All electrical work must be performed by **approved and registered electricians (ECB)**, and Certificates of Compliance (COCs) must be issued for all relevant work as per electrical regulations.

**Lighting Maintenance:**

- Replacement of blown bulbs, fluorescent tubes, and faulty light fittings.
- Maintenance of external and security lighting.

**Minor Appliance Repairs:** Basic repair of non-specialized electrical appliances in common areas (e.g., kettles, microwaves are not part of canteen services).

**Preventative Maintenance:**

The Service Provider shall implement a comprehensive preventative maintenance program to extend the lifespan of assets and reduce reactive callouts.

- Development of a detailed preventative maintenance schedule for all specified building components and systems (e.g., quarterly plumbing checks, annual electrical inspections, semi-annual roof inspections).
- Execution of scheduled maintenance tasks as per the agreed plan.
- Documentation of all preventative maintenance activities, including inspection reports and findings.

### 3.3. Reactive Maintenance & Emergency Response

The Service Provider must provide efficient and timely response to unplanned maintenance needs.

- **Call-Out Service:** Establish a clear and reliable call-out system for reactive maintenance requests.
- **Response Times:** Adhere to agreed-upon response and resolution timelines for different categories of issues (e.g., emergency, urgent, routine).
- **Emergency Services:** Provide 24/7 emergency response for critical issues such as major leaks, electrical failures, or security breaches affecting building integrity.
- **Fault Diagnosis and Repair:** Promptly diagnose faults and execute necessary repairs to restore functionality.
- **Materials Procurement:** Efficiently procure and manage necessary parts and materials for repairs.

## 1. SERVICE PROVIDER RESPONSIBILITIES & MANAGEMENT

**Overall Management:** The Service Provider is solely responsible for the overall management and delivery of all building maintenance services.

**Personnel:**

- Provide appropriately qualified, experienced, and certified personnel for each trade (e.g., electricians, plumbers, general handymen).
- Ensure all staff adhere to SANRAL's access control processes, especially for remote sites and after-hours access.
- Submit a list of staff names and ID numbers, along with copies of their IDs, upon appointment.
- Ensure all staff are dressed in uniforms at all times while on SANRAL premises.

**Tools & Equipment:** The Service Provider shall supply all necessary tools, specialized equipment, and vehicles required to render the maintenance services effectively and safely.

**Materials:** The Service Provider shall supply all necessary materials and consumables for repairs and maintenance, ensuring they meet specified quality standards.

**Equipment Maintenance:** The Service Provider shall be responsible for the maintenance of all equipment they supply. Defective equipment must be replaced or repaired within twenty-four hours from the time such defect is reported by SANRAL or the Service Provider's staff.

**Supervisor Visibility:** A Supervisor must be visible at all times during operational hours at larger sites (e.g., COC) and conduct regular site visits to other locations to ensure quality control and immediate response.

**Sub-Contractor Management:** If sub-contractors are utilized for specialized tasks (e.g., certified electrical work, specific structural repairs), the Service Provider remains fully responsible for their performance, compliance, and quality of work. All sub-contractors must be approved by SANRAL.

## 2. KEY DELIVERABLES.

The appointed service provider shall be responsible for providing, but not limited to, the following key deliverables:

- Detailed Preventative Maintenance Plan and Schedule.
- Completed work orders for all reactive and preventative maintenance tasks.
- Inspection reports for all major building components (e.g., roof, plumbing, electrical systems).
- Certificates of Compliance (COCs) for all electrical and major plumbing works.
- Comprehensive monthly service delivery reports.
- Health and Safety File for the project.
- Inventory of Service Provider-owned equipment.
- Minutes of all performance review meetings.

## 3. PERFORMANCE STANDARDS, QUALITY ASSURANCE & COMPLIANCE

The Service Provider must adhere to the highest industry standards for quality, safety, and professionalism.

- **Quality Control:** SANRAL reserves the right to audit the Service Provider on the quality specifications and criteria set out in this SOW.
- **Policy Adherence:** The Service Provider must comply with all SANRAL policies and procedures relevant to the contract, including the signed Service Level Agreements (SLAs).
- **Health and Safety:** Full compliance with the Occupational Health and Safety Act (No. 85 of 1993) and its regulations. A comprehensive, project specific OHS Plan must be submitted and maintained.
- **National Building Regulations:** All maintenance works must comply with the National Building Regulations and Building Standards Act (No. 103 of 1977) and relevant SANS

standards.

- **Environmental Compliance:** Adherence to environmental regulations regarding waste disposal, use of environmentally friendly materials (where applicable), and noise pollution.
- **Public Liability Insurance:** The Service Provider must provide a copy of its Public Liability Insurance as part of the tender submission.
- **Letter of Good Standing:** The Service Provider must provide a copy of its Letter of Good Standing as part of the tender submission.
- **References:** Provide at least three (3) contactable references for similar projects successfully completed.

#### **4. REPORTING REQUIREMENTS AND MEETINGS**

The Service Provider shall ensure transparent and consistent communication with SANRAL.

- **Monthly Reports:** Provide detailed monthly reports to the SANRAL Service Level Manager in accordance with SANRAL's requirements, within 5 working days of the month. Reports should include details on preventative maintenance performed, reactive calls handled (response/resolution times), material usage, and any major findings or recommendations.
- **Report Templates:** All report templates will be agreed upon between SANRAL and the Service Provider once services commence.
- **Performance Review Meetings:** The Service Provider shall attend monthly performance review meetings during the second week of the month, and any ad hoc meetings requested by SANRAL on reasonable notice.
- **Meeting Minutes:** It is the responsibility of the Service Provider to provide minutes of these meetings to the SANRAL Client representative within 24 hours of such meetings being held

## 5. PAYMENT TERMS & PRICE ADJUSTMENTS

- **Fees:** Fees will cover the costs of all items of work associated with the Services, including but not limited to personnel, equipment, general operating costs, telecommunications, vehicle operating costs, materials, and other overhead costs such as maintenance, insurance, etc.
- **Invoicing:** Unless otherwise agreed in writing, invoices shall be rendered monthly in arrears. The Service Provider shall only be entitled to render an invoice once services have been rendered for that period.
- **Payment Terms:** Payment of the Service Provider's invoices shall be made by SANRAL within 30 (thirty) days of the date of submission of a valid invoice.
- **Payment Method:** SANRAL shall make payment by electronic funds transfer into the banking account of the Service Provider (details to be furnished on contract signature).
- **Financial Capacity:** The Service Provider shall ensure it has access, to the extent necessary, to finance its obligations in terms of the Agreement.
- **Service Non-Performance:** In the event that the Service Provider is unable to perform its obligations (whole or part) for whatsoever reason, SANRAL shall be entitled to a reduction in price equivalent to the values of the services not rendered, without limiting other rights to claim specific performance or damages.
- **Invoicing Standards:** SANRAL is entitled to stipulate, on reasonable notice, invoicing standards applicable to any charges levied.
- **Record Keeping:** The Service Provider shall maintain complete and accurate records and supporting documentation for billed amounts and payments, adhering to generally accepted accounting principles. The Service Provider agrees to provide SANRAL with any requested information to verify accuracy and compliance.
- **Disputed Charges:** SANRAL shall pay undisputed charges when due. Any disputed amounts may be withheld in good faith, provided such dispute is automatically referred to dispute resolution.
- **Contract Price Adjustments:** Annual price revisions shall be limited to adjustment in accordance with the average Consumer Price Index (CPI) for Metropolitan areas as published by Statistics South Africa, for the latest 12 (twelve) month period prior to the renewal of the Agreement.

## 6. SITE LOCATION TABLE

Description	Address
Central Operations Centre (COC)	36 Assegai Wood Street Rooihuiskraal Centurion
Satellite Centre 1	Rigel Avenue
Satellite Centre 3	Rivonia Road
Satellite Centre 4 a	BP Oasis N1 /S
Satellite Centre 4 b	BP Oasis N1 / N
Satellite Centre 4 c	14 <sup>th</sup> Avenue
Satellite Centre 5	Golden Highway
Satellite Centre 6	Klipriver Road
Satellite Centre 7	Grey Avenue

Description	Address
Satellite Centre 8	Modderfontein Road
Satellite Centre 9	Jetpark
Satellite Centre 10 a	Engen – North R21/N
Satellite Centre 10 b	Engen – South R21/S
Dalpark Operations Centre	21 Amoepel Street Dalpark Brakpan
TG001 Barbet	25°45'22.2828" E, 28°16'28.2744" S
TG002 Mossie	25°49'07.6399" E, 28°15'14.3807" S
TG003 Indlazi	25°50'39.7475" E, 28°13'49.1403" S
TG004 Pikoko	25°52'23.5986" E, 28°10'47.4548" S
TG005 Ivusi	25°53'52.4256" E, 28°09'47.5418" S
TG006 Flamingo	25°56'21.2699" E, 28°08'24.5672" S
TG007 Ihobi	25°58'12.8848" E, 28°07'44.9622" S
TG008 Sunbird	26°02'11.6410" E, 28°06'27.2178" S
TG009 Tarentaal	26°02'26.6738" E, 28°04'36.5493" S
TG010 Blouvalk	26°02'11.4901" E, 28°02'39.4451" S
TG011 Owl	26°03'34.2161" E, 27°59'08.0549" S
TG012 Pelican	26°05'32.3494" E, 27°58'03.6624" S
TG013 King Fisher	26°07'53.0570" E, 27°56'18.2284" S
TG014 Ukhozi	26°10'35.0067" E, 27°56'42.9852" S
TG015 Fiscal	26°11'54.1923" E, 27°57'08.7346" S
TG016 Stork	26°14'19.9278" E, 27°57'41.7831" S
TG017 Ilowe	26°16'05.3340" E, 27°56'59.7070" S
TG018 Leeba	26°03'43.3735" E, 28°06'26.6212" S
TG019 Ibis	26°05'33.1018" E, 28°07'01.8233" S
TG020 Kiewiet	26°06'56.5096" E, 28°07'57.3239" S
TG021 Kwikkie	26°09'08.8736" E, 28°07'56.2776" S
TG022 Starling	26°11'14.8895" E, 28°08'02.4604" S
TG023 Rooivink	26°13'19.8151" E, 28°07'40.3538" S
TG024 Mpshe	26°14'41.4546" E, 28°08'05.9834" S
TG025 Oxpecker	26°16'24.4190" E, 28°08'57.9831" S
TG028 Phakwe	26°15'45.0231" E, 27°58'32.4783" S
TG029 Thaha	26°16'10.3893" E, 28°02'57.8405" S

TG030 Lenong	26°16'00.1642" E, 28°04'23.4260" S
TG031 Lekgwaba	26°15'31.6094" E, 28°06'52.3819" S

Description	Address
TG032 Loerie	26°10'01.2345" E, 28°08'27.0114" S
TG033 Gull	26°10'39.2022" E, 28°13'13.4077" S
TG034 Ilanda	26°10'22.4077" E, 28°15'36.1582" S
TG035 Bee-eater	26°10'41.6313" E, 28°17'45.1332" S
TG037 Hadedda	25°49'13.0178" E, 28°14'20.3157" S
TG038 Ntsu	25°51'06.0980" E, 28°15'04.964" S
TG039 Heron	25°55'21.3222" E, 28°15'41.4136" S
TG040 Bluecrane	25°57'10.6553" E, 28°15'24.9151" S
TG041 Swael	26°02'34.5413" E, 28°16'30.3834" S
TG042 Letata	25°59'48.1313" E, 28°14'59.2467" S
TG043 Swan	26°08'40.9588" E, 28°13'10.5830" S
TG044 Weaver	26°09'45.2374" E, 28°13'38.1182" S
TG045 Hornbull	26°07'42.8850" E, 28°13'43.9104" S
TG047 UGAGA	26°,167389"
Permanent Kiosk 9 Kolonnade	Cnr Dr.Van der Merwe & Zambezi Drive, Montana Park
CSC02 - Doornpoort East	-25.644308, 28.249629
CSC01 - Doornpoort West	-25.642629, 28.242843

**SECTION 4  
CRITERIA AND RETURNABLE DOCUMENTS**

**4.1 STEP ONE: Test for Responsiveness (Mandatory Requirements)**

The test for administrative responsiveness will include the following:

The following Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will result in a bidder disqualification.

<b>Administrative responsiveness check</b>	<b>Y/N</b>
• Bid received before closing date and time	
• CSD Supplier Registration Number	
• Bidder has completed SECTION 1: SBD1 Form	
• Bidder has submitted a Signed Price Offer and Price Schedule	
• Bidder has attended Compulsory Briefing Session	
• Valid Letter of Good Standing COIDA	

**The test for administrative responsiveness [Step One] must be passed for a Bidder Proposal to progress to Step Two**

#### 4.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

Qualifying bidders shall be evaluated on technical/functionality after meeting all mandatory requirements outlined above. The minimum threshold for technical/functionality requirements is 70%. Bidders who score below this minimum threshold shall not be considered for further evaluation in stage

No	Evaluation criteria	Points
1	<p><b>Company experience</b></p> <p>Bidders must list the number of clients where similar services were provided in the past ten (15) years.</p> <p><b>Each reference letter must be on a client letterhead, signed and include but not limited to:</b></p> <p>-A brief description of services rendered, Quality of service and completion date</p> <ul style="list-style-type: none"> <li>• No Reference Letters attached/ unsatisfactory services rendered = <b>0 Point.</b></li> <li>• 1 valid reference letter attached = <b>10 points</b></li> <li>• 2 valid reference letters attached = <b>20 points</b></li> <li>• 3 valid reference letters attached = <b>30 points</b></li> <li>• More than 4 valid reference letters attached=<b>40 points</b></li> </ul>	<b>40</b>
2	<p><b>Approach and Methodology</b></p> <p>Bidders must demonstrate approach by covering the following areas:</p> <ul style="list-style-type: none"> <li>• General Building Maintenance plan= <b>10 points</b></li> <li>• Health and Safety Compliance policy=<b>10 points</b></li> <li>• Emergency response procedure and escalation= <b>10 points</b></li> <li>• staffing Structure and Capacity =<b>10 points</b></li> <li>• No submission =<b>0 points</b></li> </ul>	<b>40</b>
3	<p><b>Key Personnel</b></p> <p>Bidders must submit the following :</p> <ul style="list-style-type: none"> <li>• Staffing Structure and Capacity=<b>10 points</b></li> <li>• Supervisor with National Diploma (NQF Level 6) in Facilities Management or related field =<b>10 points</b></li> <li>• No submission= <b>0 points</b></li> </ul>	<b>20</b>
	<b>TOTAL</b>	<b>100</b>

**The minimum threshold for technical/functionality [Step TWO] must be met or exceeded for a Bidder's Proposal to progress to Step THREE for final evaluation**

**4.3 STEP THREE: Evaluation and Final Weighted Scoring**

a) **Price and Specific Goal**

SANRAL will utilise the following formula in its evaluation of Price:

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

Where:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = Price of lowest acceptable Bid

Specific goals	Criteria	10 points		20 points	
		Point allocation	Maximum points	Point allocation	Maximum points
B-BBEE Level	Level 1	10.00	10.00	20.00	20.00
	Level 2	9.00		18.00	
	Level 3	6.00		14.00	
	Level 4	5.00		12.00	
	Level 5	4.00		8.00	
	Level 6	3.00		6.00	
	Level 7	2.00		4.00	
	Level 8	1.00		2.00	
	Non-compliant contributor	0.00		0.00	

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

**4.4 STEP FOUR: Post Tender Negotiations (if applicable)**

- Bidders are to note that SANRAL may not award a contract if the price offered is not market-related. In this regard, SANRAL reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

**PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD OF 36 MONTHS**

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Bidders being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should SANRAL conduct post tender negotiations, Bidders will be requested to provide their best and final offers to SANRAL based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Bidders(s).

#### **4.5 STEP FIVE: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their RFP by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Bidders(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Bidders.

Bidders are to note that, on award of business, SANRAL is required to publish the tendered prices of the successful and unsuccessful Bidders *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016. **[This is not applicable if RFP was not advertised on National Treasury e-Tender Publication Portal]**

Bidders declaring a commercial relationship with a DPIP or FPPO are to note that SANRAL is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Bidders, if applicable.

## **PROPOSAL FORM**

### **QUANTITIES / SITE SPECIFICATIONS**

#### **PRICING SCHEDULE**

*Refer to the BOQ*

**Bidders are to note that SANRAL will round off final pricing scores to the nearest 2 (two) decimal places.**

#### **Notes to Pricing:**

- Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- Price offer is firm and clearly indicate the basis thereof.
- Pricing Bill of Quantity is completed in line with schedule if applicable.
- Cost breakdown must be indicated.
- Price escalation basis and formula must be indicated.
- To facilitate like-for like comparison Respondents must submit pricing strictly in accordance with this price schedule and not utilise a different format.
- Deviation from this pricing schedule could result in a bid being declared non-responsive.

**SECTION 5**  
**RETURNABLE DOCUMENTS**

**List of Returnable Documents**

The tenderer must complete the following returnable documents:

<b>FORM</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>STATUS</b>
<b>INVITATION TO BID</b>	<b>SBD 1 FORM</b>	
FORM A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)	
FORM A4:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A6	CERTIFICATE OF FRONTING PRACTICES	
FORM A7	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A8:	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM A9:	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A10:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A11 (SBD4):	BIDDER'S DISCLOSURE	
FORM A12 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A13:	POPIA	
FORM A14:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A15:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A17:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A18:	SPECIFIC GOALS POINTS CLAIM FORM	
FORM A19 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2	KEY PERSONNEL	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

SIGNED:.....DATE:.....  
NAME:.....POSITION.....  
TENDERER:.....



**FORM A3: JOINT VENTURE AGREEMENT**

Bidder Name	Contact Detail (Name, Cellphone, Email)	Share % in the JV
Lead Bidder:		
<b>Total</b>		100

**Tenderer:**

In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement  
 Lead Bidder shall have Majority share certificate.

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD OF 36 MONTHS**

**FORM A4: DECLARATION OF TENDERER’S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL**

**Notes to tenderer:**

- 1. The signatory for the tenderer (as per Form A2) 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:

- (i) the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:  
.....  
.....  
.....  
.....
- (ii) the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises SANRAL to set off any debts agreed 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.
- (iii) to the best of my knowledge the above information is true and accurate.

Signed and sworn before me at ..... on the ..... day of  
..... 20.....

.....  
SIGNATURE

The deponent having:

- 1. Acknowledged that he/she knows and understands the contents hereof;
- 2. Confirmed that he/she has not objection to the taking of the prescribed oath;
- 3. That he/she considered the prescribed oath as binding upon his/her conscience; and
- 4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....  
COMMISSIONER OF OATHS

SIGNED:.....DATE:.....  
NAME:.....POSITION.....  
TENDERER:.....

**FORM A5: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

Notes to Tenderer:

1. 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](http://www.nra.co.za))
2. 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.
3. Tenderers are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. 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.
5. 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.
6. Should the tenderer fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. 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.
8. 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.
9. 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	Middle Name	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				

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:	

**DECLARATION / UNDERTAKING BY THE TENDERER**

I, the undersigned, .....

declare that:

- i. the information furnished on this declaration form is true and correct.
- ii. I accept that, any action may be taken against me should this declaration prove to be false.

SIGNED:.....DATE:.....

NAME:.....POSITION.....

TENDERER:.....

**FORM A6: CERTIFICATE OF FRONTING PRACTICES**

**Fronting Practices**

**Window-dressing:** This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation.

**Benefit Diversion:** This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

**Opportunistic Intermediaries:** This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, Service Providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

**Responsibility to Report Fronting**

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the dti**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the dti**.

**Fronting Indicators**

<ul style="list-style-type: none"> <li>• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;</li> </ul>
<ul style="list-style-type: none"> <li>• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;</li> </ul>
<ul style="list-style-type: none"> <li>• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;</li> </ul>
<ul style="list-style-type: none"> <li>• There is no significant indication of active participation by black people identified as top management at strategic decision making level;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;</li> </ul>
<ul style="list-style-type: none"> <li>• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;</li> </ul>
<ul style="list-style-type: none"> <li>• The enterprise displays evidence of circumvention or attempted circumvention;</li> </ul>

- |   |
|---|
| <ul style="list-style-type: none"> <li>• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;</li> </ul>  |
| <ul style="list-style-type: none"> <li>• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and</li> </ul>  |
| <ul style="list-style-type: none"> <li>• An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.</li> </ul> |

**DECLARATION**

I, the undersigned, .....

in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE Commissioner.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE Commissioner.

SIGNED:.....DATE:.....

NAME:.....POSITION.....

TENDERER:.....

**FORM A8: DECLARATION OF TENDERER’S LITIGATION HISTORY**

**Note to tenderer:**

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM A9: CERTIFICATES OF TAX COMPLIANCE**

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.

SIGNED:.....DATE:.....  
NAME:.....POSITION.....  
TENDERER:.....

**FORM A10: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

PAGE	DESCRIPTION

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM A11: BIDDER’S DISCLOSURE SBD4**

**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 maybe 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**

- a. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

\_\_\_\_\_

<sup>1</sup> 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.

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

2.2 Do person with the a relationship person who is the procuring YES/NO

you, or any connected bidder, have with any employed by institution?

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

If so, furnish particulars:

.....  
 .....

**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 consortium<sup>2</sup> 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

\_\_\_\_\_

<sup>2</sup> 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.

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 BE  
FALSE.

SIGNED:.....DATE:.....  
NAME:.....POSITION.....  
TENDERER:.....

**FORM A12:TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD 6.1)*****Notes to Tenderer:***

1. A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with:
  - The Amended Generic Codes of Good Practice issued in terms of government gazette No. 42496, issued on 31 May 2019.
  - i) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A14; and
  - ii) The certificate shall:
    - Be valid at the closing date;
    - Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS);
    - Be in the form of a sworn affidavit (accompanied by an audited financial statement or Management Account on the latest financial year) or a certificate issued by the Companies and Intellectual Property Commission in the case of an Exempted Micro Enterprise (EME); and
    - Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and
  - iii) A valid BBBEE Certificates shall contain:
    - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
    - Value-Added Tax number, where applicable.
    - The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
    - B-BBEE status with corresponding procurement recognition level.
    - The relevant Codes used to issue the B-BBEE verification certificate.
    - Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
    - Financial period which was used to issue the B-BBEE Verification Certificate
  - iv) A valid Sworn Affidavit must contain the following:
    - Name/s of deponent as they appear in the identity document and the identity number.
    - Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.
    - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
    - Percentage black ownership, black female ownership and whether they fall within a designated group.
    - Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
    - Financial year-end (must be in the format dd/mm/yyyy) as per the enterprise's registration documents, which was used to determine the total revenue.
    - B-BBEE status level. An enterprise can only have one status level.
    - Date deponent signed and date of Commissioner of Oath must be the same.
    - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
  - v) In an event of an un-incorporated Joint Venture (JV), a valid project specific (must contain SANRAL project name and number) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.

A notated affidavit is given below. this indicates critical information that is required., as well as formats and conventions that must be adhered to.

Please use appropriate affidavit linked to your Sector code; where applicable.

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM 13: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. SANRAL will process all information by the Bidders in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “SANRAL” and the Data subject is the “Bidders”. SANRAL will process personal information only with the knowledge and authorisation of the Bidders and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. SANRAL reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Bidders is required to comply with all prescripts as detailed in the POPIA relating to all information concerning SANRAL.

5. In responding to this bid, SANRAL acknowledges that it will obtain and have access to personal information of the Bidders. SANRAL agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. SANRAL further agrees that in submitting any information or documentation requested in this RFP, the Bidders is consenting to the further processing of their personal information for the purpose of, but not limited to, risk

assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by SANRAL and/or its authorised appointed third parties.

- 7. Furthermore, SANRAL will not otherwise modify, amend or alter any personal data submitted by the Bidders or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Bidders. Similarly, SANRAL requires the Bidders to process any personal information disclosed by SANRAL in the bidding process in the same manner.
- 8. SANRAL shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
- 9. SANRAL shall notify the Bidders in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Bidders must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Bidders may, in writing, request SANRAL to confirm and/or make available any personal information in its possession in relation to the Bidders and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Bidders may further request that SANRAL correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Bidders in SANRAL’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFP, the Bidders is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Bidders are required to provide consent below:

YES	
-----	--

NO	
----	--

- 12. Further, the Bidders declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying SANRAL against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Bidders submitted.
- 13. The Bidders declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Bidders’s authorised representative: \_\_\_\_\_

Should a Bidders have any complaints or objections to processing of its personal information, by SANRAL, the Bidders can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on

contact us, click on complaints.IR@justice.gov.za

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM A14: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

Notes to tenderer

1. The tenderer shall complete the declaration below.
2. In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

I, \_\_\_\_\_ (name), the undersigned in my capacity as \_\_\_\_\_ (position), on behalf of \_\_\_\_\_ (name of company), herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on \_\_\_\_\_ (name of company) to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause C.3.13(b).

In addition, any information in this regard requested by SANRAL or any of their appointed Service Providers, shall be submitted within the timelines of the request.

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM A15: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**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 and/or misused the State’s procurement and/or supply chain management system;**
  - b. **committed fraud, corruption, or any other improper conduct in relation to such State system; and/or**
  - 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? <b>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.</b> The Database of Restricted Suppliers now resides on the National Treasury website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the	Yes <input type="checkbox"/>	No <input type="checkbox"/>
-----	--	---------------------------------	--------------------------------

	home page.		
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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.

SIGNED:.....DATE:.....  
 NAME:.....POSITION.....  
 TENDERER:.....

**FORM A17: CERTIFICATE OF SINGLE TENDER SUBMISSION**

**Notes to tenderer:**

- 1. This certificate serves as a declaration by the tenderer that a single tender was submitted.
- 2. In the case of a Joint Venture (JV), a separate certificate is to be completed and submitted by each JV member.

**DECLARATION**

I, the undersigned, ..... in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

- 1. I have read and understand the notes to, and the contents of, this certificate.
- 2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner participate in more than 1 (one) tender.

SIGNED:.....DATE:.....  
NAME:.....POSITION.....  
TENDERER:.....

**FORM 18: SPECIFIC GOALS POINTS CLAIM FORM**

This form contains general information and serves as a claim for preference points for specific goals Contribution. SANRAL will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

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**1. GENERAL CONDITIONS**

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

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

**PROVISION OF BUILDING MAINTENANCE & SERVICES FOR A PERIOD OF 36 MONTHS**

1.2 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).  
 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable. Despite the stipulated preference point system, SANRAL shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in SANRAL.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price RFPs, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;

- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
  - (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
  - (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by SANRAL to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

**3. POINTS AWARDED FOR PRICE**

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

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

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

3.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI’s website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

3.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

- 3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 3.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**4. BID DECLARATION**

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

**5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1**

5.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**6. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
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6.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

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

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 **TYPE OF COMPANY/ FIRM**

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

7.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

7.6 **COMPANY CLASSIFICATION**

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

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, SANRAL reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS

.....

PR

ER



**FORM B1: SCHEDULE OF WORK EXPERIENCE**

**Bidder shall submit list of projects relevant/similar to this tender scope of work.  
Bidders must provide client reference letters for stated projects.**

Client Name	Client Contact Person	Client contact details: Email & Phone number	Project NAME	Project Description	Project VALUE (Incl. VAT)	Start date – End Date

SIGNED:.....DATE:.....

NAME:.....POSITION.....

TENDERER:.....

**FORM B2 : KEY PERSONNEL**

