

# **SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS**

**REQUEST FOR PROPOSAL [RFP] No SANRAL HO 1025/64611/2023/41**

**APPOINTMENT OF SERVICE PROVIDERS ON THE  
SANRAL PANEL OF INDEPENDENT FORENSIC INVESTIGATION AND RISK  
ADVISORY CONSULTING SERVICES FOR A PERIOD OF THREE YEARS**

**FOR A PERIOD OF THREE YEARS.**

<b>ISSUE DATE:</b>	<b>22 OCTOBER 2024</b>
<b>CLOSING DATE:</b>	<b>12 NOVEMBER 2024</b>
<b>CLOSING TIME:</b>	<b>12:00 PM</b>
<b>COMPULSORY BRIEFING:</b>	<b>YES</b>
<b>DATE:</b>	<b>1 NOVEMBER 2024</b>
<b>TIME:</b>	<b>10H00</b>

**SECTION 1: SBD1 FORM****PART B  
INVITATION TO BID**

BID NUMBER:	<b>SANRALHO 1025/64611/2023/41</b>	ISSUE DATE:	<b>22 October 2024</b>	CLOSING DATE:	<b>12 November 2024</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDERS ON THE SANRAL PANEL OF INDEPENDENT FORENSIC INVESTIGATION AND RISK ADVISORY CONSULTING SERVICES FOR A PERIOD OF THREE YEARS</b>						
VALIDITY PERIOD	180 calendar days including the first day and including the last day.						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	procurement						
TELEPHONE NUMBER	n/a						
E-MAIL ADDRESS	procurementHO03@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)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
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?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>							

**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****1. INSTRUCTIONS TO BIDDERS****1.1 Submission of bid**

The RFP submissions will close at **12h00** on Tuesday , **12 November 2024** 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: 48 Taotie Avenue  
VAL DE GRACE  
PRETORIA  
0184  
Tender Box location**

- 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 180 (One hundred and eighty) days calculated from the last scheduled closing date ("validity period"). 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.
- 1.1.3** 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 complaint 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 only** using the contact information stated in the SBD 1 Form.

**Enquiries will close at 16h00 on Tuesday, 5 November 2024.** 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 A compulsory briefing session**

- 1.3.1** A compulsory briefing session will be conducted Virtually on the 1 November 2024, at 10H00 for a period of ± 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.
- 1.3.2** Bidders are requested to forward their email address with a subject **HO 1025/64611/2023/41** in order to be provided a link to the briefing session before Tuesday 29 October 2024.
- 1.3.3** A tenderer's representative cannot represent more than one tenderer at the tender briefing meeting.

- 1.3.4 A tender clarification briefing presentation will be sent to all Bidders who attended the briefing session. It is the responsibility of the Bidder to ensure they receive the presentation

#### **1.4 Late bids**

All responses received later than the abovementioned time and date as per 1.1 will not be accepted.

#### **1.5 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.

#### **1.6 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.

#### **1.7 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.

#### **1.8 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 before **16h00 on Tuesday, 5 November 2024**. 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 email stated in the SBD 1 form.

#### **1.9 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.

#### **1.10 Legal Compliance**

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

#### **1.11 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 Quotation in response to it. Please note that Sanral reserves the right to:

- 1.11.1 modify the RFP's goods / service(s) and request Bidders to re-bid on any changes;
- 1.11.2 reject any bids which does not conform to instructions and specifications which are detailed herein.
- 1.11.3 disqualify bids submitted after the stated submission deadline;
- 1.11.4 not necessarily accept the lowest priced bid or an alternative bid;
- 1.11.5 place an order in connection with this bid at any time after the RFP's closing date;
- 1.11.6 award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- 1.11.7 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;
- 1.11.8 cancel the quotation process;
- 1.11.9 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;
- 1.11.10 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 1.11.11 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;
- 1.11.12 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;
- 1.11.13 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.
- 1.11.14 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.

#### **1.12 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.

#### **1.13 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.

#### **1.14 TENDER DOCUMENTS**

Tender documents are available from Tuesday, 22 October 2024 for free download from National Treasury's retender Publication Portal (<http://www.etenders.gov.za>) and SANRAL's website.

**1.15 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 quotations 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 returnable document by the closing date and time of the bid.**

**1.16 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 Consortiam / 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**

The South African National Roads Agency SOC Limited's (SANRAL) core business is the planning, designing, construction, operation, rehabilitation and maintenance of the National Road Network.

#### **2 EXECUTIVE OVERVIEW**

SANRAL seeks to appoint a panel of Independent Forensic Investigation and Risk Advisory Consulting Services which can provide Forensic Investigation and Risk Advisory Consulting Services.

The Forensic Investigation and Risk Advisory Consulting Services provider will be for the period of three (3) years for Sanral Head Office and Regional Offices.

#### **3 OBJECTIVES AND EXPECTED RESULTS**

##### **3.2.1 OVERALL OBJECTIVES**

- 3.2.2. SANRAL would like to invite suitable, qualified and Independent Forensic Investigation and Risk Advisory Consulting Services. The preferred service providers imply that the Forensic Investigation and Risk Advisory Consultants are a pool, not necessarily the only contracted service provider. The panel will be required to provide Independent Forensic Investigation and Risk Advisory services to SANRAL, on an ad hoc basis.
- 3.2.4. SANRAL intends to appoint Independent Forensic Investigation and Risk Advisory Consulting Services, that is representative of SANRAL's national footprint. Accordingly, bidders must indicate in the returnable schedule A25, in which Province it carries on business.
- 3.2.5 The panel will consist of service providers who will be appointed to cover all nine (9) South African Provinces (Gauteng, Mpumalanga, North West, Limpopo, Free State, KZN, Eastern Cape, Western Cape and Northern Cape).
- 3.2.4. SANRAL intends to appoint a panel of attorneys that is representative of SANRAL's national footprint. Accordingly, bidders must indicate in the returnable schedule A20, in which Province it carries on business.
- 3.2.5 **SANRAL will appoint maximum panel members as per the table outlined below.**

<b>GEOGRAPHIC REGION</b>	<b>PROVINCE COVERED</b>	<b>PANEL SIZE</b>
<b>NORTHERN REGION</b>	<b>(GAUTENG, NORTHWEST, LIMPOPO AND MPUMALANGA)</b>	<b>10</b>
<b>WESTERN REGION</b>	<b>(WESTERN CAPE, NORTHERN CAPE)</b>	<b>5</b>
<b>EASTERN REGION</b>	<b>(FREE STATE, KWAZULU NATAL)</b>	<b>5</b>
<b>SOUTHERN REGION</b>	<b>EASTERN CAPE</b>	<b>3</b>
<b>TOTAL</b>		<b>23</b>



## **4 SCOPE OF REQUIREMENTS**

### **4.1 Risk Advisory and Consulting**

- 4.1.1 Provide subject matter expertise through drafting of required documentation and review of existing documentation.
- 4.1.2 Advise on risk management matters relating to implementation of best practice and applicable Risk Management and Fraud Risk Management Frameworks.
- 4.1.3 Conduct risk management and fraud risk research as per Risk Office requirements.
- 4.1.4 Conduct organisational Risk Maturity Culture Assessment.
- 4.1.5 Providing support with identifying improvements to internal controls and policy reviews.

### **4.2 Forensic Investigation**

- 4.2.1 Conduct forensic investigation upon instruction by the Risk Office through the following process:
- 4.2.2 Holding interviews and consultative meetings with the Whistleblower(s) and/or Complainant(s) and preparing sworn statements as a result thereof.
- 4.2.3 Holding interviews and consultative meetings with individuals from both SANRAL and its Service Providers and preparing sworn statements as a result thereof.
- 4.2.4 Obtaining, authenticating and reviewing documentation the successful service provider would have obtained as a result of the investigation.
- 4.2.5 Furnishing the Risk Officer with an interim and a final report of the investigation in a format that is acceptable to SANRAL.
- 4.2.6 Be willing to be called in as a witness to come and testify as such on behalf of the SANRAL in any forum as and when the need arises.
- 4.2.7 Agree to keep all documentation and/or audio information obtained throughout the investigation classified and confidential
- 4.2.8 Furnishing SANRAL with an undertaking that the forensic investigation report can be used/presented/referred to and disclosed in whole or in part by SANRAL without the successful service provider's consent.

## **5 CONFIDENTIALITY**

- 5.1 The panel members will be required to sign confidentiality and/or indemnity agreements with SANRAL.
- 5.2 The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, not to directly or indirectly disclose, nor directly or indirectly use, whether for its own benefit or that of any other person any confidential information of SANRAL including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All copyright and intellectual property rights that may result in consequence of the work to be performed will become the property of SANRAL.
- 6.2 The service providers must hand over all documents and information in any format, including copies thereof, that it received from SANRAL or that it had access to during the assignment immediately after completion of the assignments to SANRAL.

- 6.3 The service providers shall deliver to SANRAL, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and SANRAL will have the right to amend and change these without any obligation whatsoever to the firms of attorneys upon completion of the assignment.

## **7 DUE DILIGENCE**

- 7.1 SANRAL does not guarantee that bidders will receive instructions in the event that they are appointed onto the SANRAL panel.
- 7.2 Regular monthly written feedback must be given to the Risk Department, or his/her nominee on all matters.
- 7.3 When matters have been postponed at the request of the service provider acting on behalf of SANRAL owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the costs of postponement, and this amount will not be recovered from SANRAL.
- 7.4 Invoice will be effected within 30 (thirty) days from date of receipt of an acceptable invoice.
- 7.5 In the event that any conflict of interest is discovered during a particular assignment, SANRAL reserves the right to summarily terminate the brief/instruction and demand that all information, documents and property of SANRAL, relating to the matter be returned forthwith.

## **8 WORK ALLOCATION FROM THE PANEL**

- 8.1 The Independent Forensic Investigation and Risk Advisory Consultant will be appointed through a rotation process on an as and when services are required.
- 8.2 The rotation process will be based on Forensic Investigation and Risk Advisory Consultant, Province, Availability of Personnel and may in instances request for quotation.
- 8.3 The rotation will apply in circumstances where similar facts exist, complexity where specialisation is required, board specific instructions, emergency, etc.
- 8.4 Before allocation of the work, the service provider shall be requested to indicate the availability of resources required, capacity and level of seniority expected to complete the work based on their quoted hourly rates to complete the requested scope.
- 8.5 The response time for the service provider listed on the panel to confirm acceptance of appointment for an assignment or work allocation, shall be limited to two days, unless otherwise stated.
- 8.6 Firm should ensure that they provide quality services and meet deadlines when work is allocated to them.
- 8.7 When firms are unable to provide the required service or meet deadlines, they should communicate this to SANRAL.
- 8.8 Firms should communicate capacity constraints to SANRAL when work is allocated to them.

**The following criteria for the deadlock in scoring will be used.**

- a) If two or more bidders score equal total points on Price & Specific goals, the bidder with the highest points on Specific goals will be given preference.
- b) If two or more bidders score equal total points on Specific goals , the bidder with the highest points on Functionality will be given preference.
- c) If two or more bidders score equal points in all aspects, the approval in the panel must be decided by the drawing lots.

## **9 BIDDERS APPOINTMENT**

- 9.1 The Panel will consist of Maximum (23) Panel Members. A bidder who has footprint in all Provinces will be awarded accordingly.
- 9.2 Where more than (23) bidders qualify on Price and Specific goals, the qualifying bidders will be ranked in descending order from the highest to the lowest scoring., the top 23 scoring bidders recommended to be included on the panel.
- 9.3 The following criteria for the deadlock in scoring will be used.
  - If two or more bidders score equal total points on Price & Specific goals, the bidder with the highest points on Specific goals will be given preference.
  - If two or more bidders score equal total points on Specific goals , the bidder with the highest points on Functionality will be given preference.
  - If two or more bidders score equal points in all aspects , the approval in the panel must be decided by the drawing lots.
- 9.4 Bidders will only be appointed for work in their specified Province. SANRAL will not compensate bidders for accommodation, flights, car hire. Only km for vehicle use will be compensated. In instances where an allocated matter is referred to another Province, Sanral will either re allocate the work to another consultant or approve travel.
- 9.5 SANRAL reserves the right to arrange the necessary travel arrangements for a successful bidder

**SECTION 4****EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS**

The Evaluation Process for this tender will be as follows:

Step 1 –Mandatory responsiveness

Step 2 –Functional evaluation criteria

Step 3- Price and Specific goals

**4.1 STEP ONE: Test for Responsiveness**

The test for administrative responsiveness will include the following: Failure to submit the below documents will result in disqualification.

<b>Mandatory responsiveness</b>	<b><u>Submitted</u> <u>(tick)</u></b>
Bidder to submit valid certified copies of certificates for <b>Director/Partner/Lead</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential.	
Bidder to submit valid certified copies of certificates for <b>Associate Director</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential.	
Bidder to submit valid certified copies of certificates for <b>Senior Investigation Manager</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential.	
Bidder to submit valid certified copies of certificates for <b>Manager Investigations</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential.	
Bidder to submit valid certified copies of certificates for <b>Assistant Manager Investigations</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential	
Bidder to submit valid certified copies of certificates for <b>Senior Associate</b> that obtained the Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential	
Bidder must complete and submit Pricing schedule	
Bidder must indicated Footprint – Provincial presence	
Bidders must submit a <u>company profile not exceeding 15</u> pages. As a minimum, the company profile must include a brief background on the history of the company and its experience, the areas of expertise, organizational structure, with names of resources, and the geographical footprint	

**4.2 STEP TWO : Minimum Threshold 70.00 points for Functional Criteria**

- 5 bidders shall then be evaluated on Technicality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in Table below . Bidders who score below this minimum requirement shall not be considered for further evaluation in stage

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1	Bidder Number of Clients in State/Government Institutions	<b>10</b>

	<ul style="list-style-type: none"> <li>• 1-2 = 2 points</li> <li>• 3-4 = 4 points</li> <li>• 5-6 = 6 points</li> <li>• 7-8= 8 points</li> <li>• 9 or more years = 10 points</li> </ul>	
2	Bidder Number of Clients in Private Sector <ul style="list-style-type: none"> <li>• 1-2 = 2 points</li> <li>• 3-4 = 4 points</li> <li>• 5-6 = 6 points</li> <li>• 7-8= 8 points</li> <li>• 9 or more years = 10 points</li> </ul>	<b>10</b>
<b>3.1</b>	Key Personnel Qualification: <b>Director/Lead/Partner</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>10</b>
<b>3.2</b>	Key Personnel Experience: <b>Director/Lead/Partner</b> <ul style="list-style-type: none"> <li>• 1-5 Cases =2 points</li> <li>• 6-10 Cases =4 points</li> <li>• 11-15 Cases =6 points</li> <li>• 16 -19 Cases=8 points</li> <li>• 20 or more cases=10</li> </ul>	<b>10</b>
<b>4.1</b>	Key Personnel Qualification: <b>Associate Director</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>10</b>
<b>4.2</b>	Key Personnel Experience: <b>Associate Director</b> <ul style="list-style-type: none"> <li>• 1-5 Cases =2 points</li> <li>• 6-10 Cases =4 points</li> <li>• 11-15 Cases =6 points</li> <li>• 16 -19 Cases=8 points</li> <li>• 20 or more cases=10</li> </ul>	<b>10</b>
<b>5.1</b>	Key Personnel Qualification: <b>Senior Investigation Manager</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>5</b>
<b>5.2</b>	Key Personnel Experience: <b>Senior Investigation Manager</b> <ul style="list-style-type: none"> <li>• 1-3 Cases =1 points</li> <li>• 4-6 Cases =3 points</li> <li>• 7 or more Cases =5 points</li> </ul>	<b>5</b>

<b>6.1</b>	Key Personnel Qualification: <b>Manager Investigations</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>5</b>
<b>6.2</b>	Key Personnel Experience: <b>Manager Investigations</b> <ul style="list-style-type: none"> <li>• 1-3 Cases =1 points</li> <li>• 4-6 Cases =3 points</li> <li>• 7 or more Cases =5 points</li> </ul>	<b>5</b>
<b>7.1</b>	Key Personnel Qualification: <b>Assistant Manager Investigations</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>5</b>
<b>7.2</b>	Key Personnel Qualification: <b>Assistant Manager Investigations</b> <ul style="list-style-type: none"> <li>• 1-2 Cases =1 points</li> <li>• 3-5 Cases =3 points</li> <li>• 6 or more Cases =5 points</li> </ul>	<b>5</b>
<b>8.1</b>	Key Personnel Qualification: <b>Senior Associate</b> <ul style="list-style-type: none"> <li>• Diploma = 2 points</li> <li>• Degree = 5 points</li> <li>• Post-grad qualification = 10 points</li> </ul>	<b>5</b>
<b>8.2</b>	Key Personnel Qualification: <b>Senior Associate</b> <ul style="list-style-type: none"> <li>• 1-2 Cases =1 points</li> <li>• 3-5 Cases =3 points</li> <li>• 6 or more Cases =5 points</li> </ul>	<b>5</b>
<b>TOTAL POINTS</b>		<b>100</b>

Bidders who meet the minimum technical scores of 70.00 points proceed to the next stage of the evaluation i.e. Price and Specific goals

#### 4.1 STEP THREE: Price and Specific Goal

SANRAL will utilise the following formula in its evaluation of Price and Specific goal :F

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

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		20.00	

	Level 2	9.00	10.00	18.00	20.00
	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		0.0	

**Specific Goals** [Weighted score 20 points]

- 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.

**5.1 STEP FOUR: Post Tender Negotiations (PTN)**

- 5.1.1 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.
- 5.1.2 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,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- 5.1.3 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.
- 5.1.4 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).

**5.2 STEP FIVE: Award of business and conclusion of contract**

- 6 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 Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Bidders(s).
- 7 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 DPIIP or FPPO are to note that SANRAL is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Bidders, if applicable.



## SECTION 5

### PRICING SCHEDULE FORM

#### 5.1 PRICING SCHEDULE

##### GENERAL

No	Resource Designation/Title of resource	UoM	Rate per Hour (excl. VAT)
	<b>Independent Forensic Investigation and Risk Advisory Consulting Services</b>		
1	Director	Ph	R
2	Associate Director	Ph	R
3	Senior Investigation Manager	Ph	R
4	Manager Investigations	Ph	R
5	Assistant Manager Investigations	Ph	R
6	Senior Associate	Ph	R
	<b>TOTAL</b>		

##### Note: Pricing

- (1) Accommodation, Flights and car hire will be reimbursed at cost.
- (2) Travel will be reimbursed at cost using AA Rates.
- (3) To facilitate like-for-like comparison bidders 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 disqualified.
- (4) All Prices must be quoted in South African Rand, inclusive of VAT
- (5) All accommodation will be at three Star on bed and breakfast rates.
- (6) All air travel will be at economy class.
- (7) Car hire- Group B vehicle.
- (8) SANRAL will only pay a maximum of half the hourly rate spent on travel time.
- (9) SANRAL reserves the right to arrange the necessary travel arrangements for a successful bidder.
- (10) SANRAL will not pay for drawing of fees/statement account/invoice.
- (11) SANRAL will not pay for perusal of correspondence fees.

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

**SECTION 5****RETURNABLE DOCUMENTS****List of Returnable Documents**

The tenderer must complete the following returnable documents:

<b>The bidder must complete the following returnable documents:</b>	<b><u>Completed (tick)</u></b>
Form A1: SBD 1	
Form A2: Certificate of Acquaintance with RFP Documents	
Form A3: Certificate of Authority for Signatory	
Form A4: Certificate of Authority for Joint Ventures (where applicable)	
Form A5: Declaration of Tenderer's current status of any debt outstanding with SANRAL	
Form A6: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)	
Form A7: Certificate of Fronting practices	
Form A8: Specific goals points claim form	
Form A9: Registration on National Treasury Central Supplier Database (CSD)	
FORM A10: Declaration of Tenderer's Litigation history	
Form A11: Valid Tax Clearance Pin issued by the South African Revenue Services.	
Form A12: Schedule of Deviations or Qualifications by Tenderer	
Form A13: Proof of Qualification of The Lead/Director and Of the Proposed Team Members for The Service	
Form 14: Bidder experience	
Form 15: Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) credential.	
Form 16: Bidder footprint and Service category	
Form 17: Number of Professionals Employed in the Firm	
Form 18: Company profile	
Form B1: SBD 4: Declaration of Interest	
Form B2: Bidders B-BBEE Verification Certificate	
Form A7: Protection of Personal information (POPIA)	

**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 A2: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

**By signing this certificate, the Bidders is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, SANRAL will recognise no claim for relief based on an allegation that the Bidders overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

**Note:** Should Bidders be successful and awarded the bid, they will be required to complete a Supplier registration as a vendor onto the SANRAL vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by SANRAL's Legal Department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and/ or complete in every respect.

**SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
2024**

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

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

TENDERER:.....

**FORM A3: CERTIFICATE OF AUTHORITY FOR SIGNATORY****Notes to tenderer:**

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Submit a copy of the resolution on printed and bound hard copy and flash drive.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
4. In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.

By resolution of the board of directors/partners passed at a meeting held on.....

Mr/Ms ..... whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. **SANRAL HO 1025/64611/2023/41 - PANEL OF SUITABLE INDEPENDENT FORENSIC INVESTIGATION AND RISK ADVISORY CONSULTING SERVICES FOR A PERIOD OF THREE (3) YEARS FOR SANRAL RISK MANAGEMENT AT HEAD OFFICE AND REGIONS**

and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*) .....  
.....

SIGNED ON BEHALF OF THE COMPANY: .....  
.....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:	.....	.....
	SIGNATURE	SIGNATURE
	.....	.....
	NAME (print)	NAME (print)

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

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

TENDERER:.....

**FORM A4: JOINT VENTURE AGREEMENT**

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

**Note to Tenderer:**

**In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement**

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

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

TENDERER:.....

**FORM A5: DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL**

Notes to tenderer:

1. The signatory for the tenderer (as per Form A2.1) 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 6: 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 DPIIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIIP, 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 DPIIP	a FPPO	a FIN	Family member or Close Associate of a DPIIP/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 DPIIP/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:  
The information furnished on this declaration form is true and correct.  
I accept that, any action may be taken against me should this declaration prove to be false.

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

**FORM A7: 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**

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• 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;
• 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;
• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;

•	An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
•	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
•	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.

**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 SBD 6.1 SPECIFIC GOALS POINTS CLAIM FORM****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{max}$  = Price of highest 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 or 90/10 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 or 90/10 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 or 90/10 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 both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]

4.6. 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
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



**FORM A9: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a copy supplier registration from the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture a printed copy supplier registration from must be provided for each member of the Joint Venture.

NAME OF SERVICE PROVIDER: .....

CENTRAL SUPPLIER DATABASE SUPPLIER NUMBER: .....

SUPPLIER COMMODITY: .....

DELIVERY LOCATION: .....

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

.

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

.

TENDERER:.....

.

**FORM 10: 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 A11: 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 A12: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

PAGE	DESCRIPTION

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

.

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

TENDERER:.....

**FORM 13: PROOF OF QUALIFICATION OF THE LEAD/DIRECTOR AND OF THE PROPOSED TEAM MEMBERS FOR THE SERVICE:****Bidder must complete the table below for all the proposes team members involved in the project.**

<b>DIRECTOR/LEAD/PARTNER NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

**TABLE: PROPOSED TEAM MEMBER**

<b>ASSOCIATE DIRECTOR NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

**TABLE: PROPOSED TEAM MEMBER**

<b>SENIOR INVESTIGATION MANAGER NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

**TABLE: PROPOSED TEAM MEMBER**

<b>MANAGER INVESTIGATIONS NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

**TABLE: PROPOSED TEAM MEMBER**

<b>ASSISTANT MANAGER INVESTIGATIONS NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
---	---

NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

**TABLE: PROPOSED TEAM MEMBER**

<b>SENIOR ASSOCIATE NAME:</b>	PLEASE INDICATE IF ATTACHED BELOW & STATE SERVICE CATEGORY SELECTED
NUMBER OF YEARS OF EXPERIENCE	
NUMBER OF CASES	

<b>GAUTENG</b>			
Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**WESTERN CAPE PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			

5.			
6.			
7.			
8.			

**KZN PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**NORTH WEST PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			

8.			
----	--	--	--

**LIMPOPO PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**FREE STATE PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**NORTHERN CAPE PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
----------	------	-----------------	-------------------



1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**MPUMALANGA PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**EASTERN CAPE PROVINCE**

Capacity	Name	Qualification/s	Qualification NQF
1.			
2.			
3.			

4.			
5.			
6.			
7.			
8.			

**FORM 14 : BIDDER'S EXPERIENCE****Bidder must complete the table below.**

#	Client Name	Public/Private company	Client Contact Person	Client contact details: Email & Phone number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**FORM A15: THE CERTIFIED FRAUD EXAMINER (CFE) AND/OR COMMERCIAL FORENSIC PRACTITIONER (CFP)**

**(Bidder to attach proof of certified certificate for each resource)**

**FORM A16: BIDDER FOOTPRINT AND SERVICE CATEGORY****PLEASE INDICATE WITH A TICK (X) THE PROVINCE IN WHICH BUSINESS IS CONDUCTED.**

<b>REGION</b>	<b>PLEASE TICK (√)</b>
<b>Gauteng</b>	
<b>Eastern Cape</b>	
<b>Free State</b>	
<b>Mpumalanga</b>	
<b>Western Cape</b>	
<b>Northern Cape</b>	
<b>Limpopo</b>	
<b>Kwazulu-Natal</b>	
<b>North West</b>	

**FORM A17: NUMBER OF PROFESSIONALS EMPLOYED IN THE FIRM****Note to tenderer:**

- The Bidders must complete the table below by indicating the number of professionals employed by the Firm:

<b>Number of Directors</b>	<b>Number of Senior Managers</b>	<b>Number of Investigators</b>	<b>Number of Juniors</b>	<b>Number of experts</b>	<b>Total Number of professionals employed in the Firm</b>

**FORM B1: 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**

- 2.1 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?

**YES/NO**

---

<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.

- 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 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 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.

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<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.



- 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.

SIGNED:.....

.....DATE:.....

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

.

TENDERER:.....

.

**FORM B2: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.

**FORM B3: 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:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

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 Bidder'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:.....