

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

REQUEST FOR PROPOSAL [RFP]

NRA 2025/0002

REQUEST FOR PROPOSALS FOR THE LEASE OF ERF 3045 PIETERMARITZBURG FT

ISSUE DATE:	20 JUNE 2025
CLOSING DATE:	25 JULY 2025
CLOSING TIME:	12:00 PM
COMPULSORY BRIEFING:	YES
DATE:	4 JULY 2025
TIME:	10H00

SECTION 1: SBD1 FORM

**PART B
INVITATION TO BID**

BID NUMBER:	NRA 2025/0002	ISSUE DATE:	20 June 2025	CLOSING DATE:	25 July 2025	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE LEASE OF ERF 3045 PIETERMARITZBURG FT\						
VALIDITY PERIOD	90 calendar days including the first day and the last day.						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	procurement						
TELEPHONE NUMBER	N/A						
E-MAIL ADDRESS	procurementHO03@SANRAL.co.za						
SUPPLIER INFORMATION							
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		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
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	
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	TENDERER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	TENDERER 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	TENDERER 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 TENDERER

1. INSTRUCTIONS TO TENDERER

1.1 Submission of bid

The RFP submissions will close at **12h00** on Friday, **25 July 2025** 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 KZN Provincial Office
58 Van Eck Place Mkondeni
Pietermaritzburg
Tender Box location

- 1.1.1** Tenderer **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 7th priced to the same detail as required by this RFP.
- 1.1.6** Tenderer 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** Tenderer 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 Tenderer 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 15 July 2025. 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

- 1.3.1** A compulsory briefing session will be conducted Virtually on the **4 July 2025, at 10H00 for a period of ± 2** hours. The briefing session will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

[Join the meeting now](#)

Meeting ID: 334 714 608 401 6

Passcode: Xs388fb6

- 1.3.3 Late arrivals (15 Minutes late) will not be allowed to participate in the meeting and their submissions shall be declared non-responsive. 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 tenderer who attended the briefing session. It is the responsibility of the Bidder to ensure they receive the presentation.
- 1.3.5 **Acquaintance of Property**

The Tenderer shall acquaint himself/herself with the property being leased and developed. A compulsory site meeting to point out site boundaries and inspect the property will be held on 9 July 2025 at 10h00am at Erf 3045 Pietermaritzburg - FT/101 New England Road.

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

Tenderer are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to SANRAL. Tenderer 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

Tenderer 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 email address stated in the SBD 1 Form before **16h00 on 15 July 2025**. In the interest of fairness and transparency SANRAL's response to such a query will then be made available to other Tenderer.

It is prohibited for Tenderers 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.

Tenderers 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.

Tenderers 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 Tenderer 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.

1.9 **Joint Ventures or Consortiums**

Tenderers 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 Tenderers 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.

1.10 **Legal Compliance**

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

1.11 **Disclaimers**

Tenderer 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:

- 1.11.1 modify the RFP's goods / service(s) and request Tenderers 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 Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers 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 Tenderer 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 Tenderer 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 Tenderer 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. Tenderer 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.
- 1.11.15

1.12 **Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Tenderer, 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 Tenderer. Acceptance of the bid is also subject to the condition that the Successful Tenderer 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 20 June 2025 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

Tenderers 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 Tenderer listed on the CSD. Business may not be awarded to a Tenderer 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 returnable document by the closing date and time of the bid.

1.16 Tax Compliance

Tenderer 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 Tenderers be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderers tax obligations. The Tax Compliance status requirements are also applicable to foreign Tenderers/ 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.

The South African National Roads Agency SOC Limited, a public entity established by the South African National Roads Agency Limited and National Roads Act 1998, listed as such in Schedule 3 of the Public Finance Management Act, 1999 (as amended from time to time, the "PFMA").

2 EXECUTIVE OVERVIEW

The South African National Roads Agency SOC Limited ("SANRAL") hereby invites proposals to lease **Erf 3045 Pietermaritzburg – FT (hereinafter referred to as "the property")**.

A successful tenderer will be required to enter into a lease agreement with SANRAL on the terms set out in PART B and PART C of the lease agreement. **Annexure 1**

3 SCOPE OF REQUIREMENTS

- 3.1 The property is located at 101 New England Road, Hayfields, Pietermaritzburg and comprises a vacant filling station forecourt with administrative office, ablutions, and various sub-tenants inclusive of a Kwikspar outlet, car sales, car wash, workshop and Surg Sut who are occupying the property on a short-term lease basis. Travelling on the N3 from Durban to Pietermaritzburg take the New England Road (Exit 77) off-ramp on the left and turn right into New England Road. Continue for approximately 290 meters where the property is located on the left as depicted on the locality plan and site map attached as **Annexure A**.
- 3.2 The premises shall only be utilized for the operation of a fuel filling station with ancillary services, . The property has a potential for a truck stop, including Electronic Vehicle (EV) Charging Facilities. The lessee shall obtain relevant statutory approvals for these potential additional uses from relevant authorities should there be interest in implementing the additional uses. On the same note, the lessee shall obtain consent from SANRAL prior lodging such applications to the said authorities. the property may not be rezoned for any other purposes without SANRAL's approval for the duration of the lease period. All costs in connection to obtaining such approvals are borne by the applicant. The zoning certificate is attached hereto as Annexure B, to highlight the current land uses permitted under the current zoning.
- 3.3 Proposed improvements: the lease shall formalize the truck parking bays as permitted by the municipal land use scheme.
- 3.4 Throughout the period of this lease agreement the LESSEE shall be liable for payment of all assessment rates and other municipal charges levied by a competent public and/or local authority on the property.
- 3.5 The Lessee shall be liable for the payment of water and electricity, rates & taxes, sewerage and refuse removal fees, levied or payable in respect of the site.
- 3.6 The Lessee shall be liable for all maintenance of the property for the duration of the lease period.
- 3.7 All Emergency Management Services By-laws be complied with and adhered to and that access to emergency vehicles should be provided on the property.

- 3.8 The Council and its authorized representatives/agents shall have 24 hours' unrestricted access to the electricity, water and any Municipal Servitudes on the property and that no structures will be allowed within these servitudes.
- 3.9 The tender will be awarded based on the rental offer received.
- 3.10** The property is indicated on survey diagram SG 737/1984 and a copy thereof is attached as **Annexure D**.
- 3.11 The extent of the property is 13760m² (1,3760 Ha).**
- 3.12 The present zoning of the property is "Garage", which allows for a coverage of 75%, and a height of 3 storeys.
- 3.13 Current Improvements: The property consists of the following improvements:
- 3.12.1. Main building which comprises administrative offices (129m²), a vehicular workshop (154m²) and ablutions.
- 3.12.2. The service station forecourt is located in front of the main building and extends over an area of approximately 400 m² housing 7 fuel pumps with 10 x ULP and 14 x diesel hoses. These are supplied by 2x 23,000 litre ULP, 1x 23 000 litre and 1x 14,000 litre storage tanks.
- 3.14 A single storey retail building (696m²) is located north and adjacent to the main building from which a supermarket and bakery is operated under the SPAR franchise.
- 3.15 Other improvements housing a car sales (489m²) and car wash (490m²) are located south of the aforementioned buildings.
- 3.16 The improvements are in a fair condition.
- 3.17 Fuel throughput for December 2022 – November 2023 was 5 647 108 litres per annum with a split of 3 511 505 litres for petrol (95 ULP) and 2 135 603 litres for diesel (50ppm). This equates to 292 625 litres of 95 ULP per month and 177 967 litres of 50 ppm diesel per month.
- 3.18 The current monthly sub-tenant rentals achieved are as follows: Kwikspar (R74 750.00), Motor repair workshop (R11 576.74), Surg Sut (Pty) Ltd (R3 795.00), Phil's Precious Auto Sales (R13 030.35) and Phil's Precious Car Wash (R10 058.60). There is no guarantee that the rentals will increase/decrease or whether the sub-tenants will remain on site when the successful tenderer takes occupation of the property.
- 3.19 Lease term: 9 (Nine) years.
- 3.20 Reserve Rental: R493 117.20 (Four Hundred and Ninety Three Thousand and One Hundred and Seventeen Rand and Twenty Cents) per month. Offers below the reserve rental will not be considered.
- 3.21 Escalation rate is calculated annually on the anniversary date of the lease agreement, based on the average of CPIX Plus 2% over the preceding twelve months.
- 3.22 Rental deposit: A rental deposit equal to 2 (two) months rental shall be payable on the date of signature of the lease agreement, by both parties, together with the first month's rent.
- 3.23 The Tenderer hereby authorizes SANRAL to do a complete and extensive creditworthiness assessment of the Tenderer and each member of the company/trust/JV.
- 3.24 The Tenderer has to provide a detailed statement of assets and liabilities for each member of the company/trust/JV.
- 3.25 The LESSEE shall be liable for and shall pay on receipt of statement, on/before the statement's due date for any charges (together with the VAT thereon) arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic services charges), in respect of the PROPERTY/PREMISES.

- 3.26 Throughout the period of this AGREEMENT, the LESSEE shall be liable for payment of all assessment rates and other municipal charges levied by a competent public and/or local authority on the property.
- 3.27 Termination of lease: Should the successful Tenderer/LESSEE terminate the lease agreement prior to the termination date set out in the signed lease agreement, the LESSEE shall be held liable for all rental payments (rates & taxes included) up until a new LESSEE has been secured and all licenses are in place to trade.
- 3.28 The property shall be leased subject to the terms and conditions set out in Annexure 1
- 3.29 The successful tenderer will have an option to provide SANRAL with a development proposal on the undeveloped / vacant portion of the property. However, this proposal must be made within twelve (12) months from the date of award of tender and shall be subject to a possible six (6) month extension which shall be granted at the sole discretion of SANRAL.
- 3.30 The proposal will then be negotiated in terms of the term of agreement, profit sharing or other compensation to SANRAL. Should the successful bidder not exercise this option, or no agreement on the proposal can be reached, the undeveloped / vacant portion shall remain part of the lease, and the bidder shall continue to use and occupy the undeveloped / vacant portion subject to SANRAL having a right to exclude the undeveloped/ vacant portion from the lease by giving the bidder written notice. Access is to be provided to the undeveloped / vacant portion of land by the successful bidder, even if the development of the undeveloped / vacant portion is awarded to a different party should SANRAL reject the successful bidder's development proposal. The access as highlighted in red as shown on Annexure F is to be permitted to the undeveloped portion.

SECTION 4
EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

The Evaluation Process for this tender will be as follows:

- Stage 1 – Mandatory responsiveness
- Stage 2 – Functional evaluation criteria
- Stage 3- Price and Specific goals

4.1 STAGE ONE: Test for Responsiveness

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

Mandatory responsiveness	<u>Submitted</u> <u>(tick)</u>
• Submit their response on or before the closing date and time in the tender box,	
• Tenderer has attended Compulsory Briefing Session	
• Submit the pricing schedule (SBD 3.1)	
• Tenderer must be registered on the Central Supplier Database (CSD)	
• A detailed statement of assets and liabilities for each member of the company/trust/JV.	
• Submit statement of account from the municipality or landlord for the past 36 months	

STAGE 2

4.2 Minimum Threshold 70.00 points for Technical Criteria

Tenderer 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 .

Tenderer who score below this minimum requirement shall not be considered for further evaluation in stage

No.	Evaluation Criteria	Maximum Points
1	<p>Tenderers to either submit reference letters for leased properties or proof ownership of commercial properties.</p> <ul style="list-style-type: none"> • No Reference Letters attached or proof of ownership of commercial property and municipal statement of account for a period of one year. unsatisfactory services rendered = 0 Point. • 1 valid reference letters attached or 1 year proof of ownership of commercial property municipal statement of account for a period of one year = 5 points • 3 valid reference letters attached or 3 years proof of ownership of commercial property municipal statement of account for a period of one year = 15 points 	30

	<ul style="list-style-type: none"> 4 valid reference letters attached or 4 years proof of ownership of commercial property = 25 points More than 5 valid reference letter attached or 5 years proof of ownership of commercial property = 30 points <p>The reference letter must be in the property owner letterhead and signed or if owning the property submit a title deed of the commercial property.</p>	
2	<p>Tenderers bank rating issued by a financial institution confirming the rating of the entity as a going concern, which is not older than 3 months.</p> <ul style="list-style-type: none"> No Submission / D rating and below / report older than 3 months= 0 points Bank Rating C not older than 3 months= 15 points Bank Rating B not older than 3 months= 30 points Bank Rating A not older than 3 months= 40 points 	40
3	<p>Tenderers are to submit a detailed Maintenance Plan document for the duration of the lease covering the following aspects.</p> <p>Soft services (cleaning, security etc)</p> <p>Maintenance schedule (Planned and emergency)</p> <p>Annual maintenance</p> <ul style="list-style-type: none"> No submission of the maintenance plan = 0 Maintenance plan is covering 1 of item = 15 Points A maintenance plan is covering 2 of items = 25 Points A maintenance plan is covering all 3 items=30 Points 	30
TOTAL		100

Tenderer who obtained less than the minimum threshold of 70 points will be declared non-responsive and therefore will not be eligible for evaluation of B-BBEE Aligned to Specific Goals & Price Preference

4.1 STAGE THREE: Price and Specific Goal

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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		18.00	

	Level 3	6.00	10.00	14.00	20.00
	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.

4.3 STEP FOUR: Post Tender Negotiations

- Tenderer 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/s or cancel the bid, should such negotiations fail.
 - negotiate with the 2nd and 3rd ranked Tenderer (if required) in a sequential manner.
- In the event of any Tenderer 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, Tenderers 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 Tenderer(s).

4.4 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 proposal in by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Tenderer(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 Tenderer.

Tenderers are to note that, on award of business, SANRAL is required to publish the tendered prices of the successful and unsuccessful Tenderers *inter alia* on the National Treasury e-Tender Publication Portal, (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]

Tenderers 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 Tenderers, if applicable.

SECTION 5
PRICING SCHEDULE FORM

This offer is made for the property in accordance with the Property Information stated in tender and in accordance with the bid specifications.

Unless stated otherwise all prices including VAT

THE FINANCIAL OFFER.

The tenderer to demonstrate the rental offer in the table below

Fixed Rental Offer <ul style="list-style-type: none">• 9 years lease.• Annual Rental escalation of 8%	R
---	----------

Notes to Pricing (Rental Offer):

- a) Tenderers must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- b) SANRAL will verify the correctness of the calculations provided in the above rental offer.
- c) SANRAL reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- d) Tenderers are to note that if the rental offer by the highest scoring bidder is not market-related, Transnet may not award the lease to that Bidder. SANRAL may-
 - (i) negotiate a market-related rental with the tenderer scoring the highest points or cancel the RFP;
 - (ii) if that tenderer does not agree to a market-related rental, SANRAL may negotiate a market related rental with the tenderer scoring the second highest points or cancel the RFP;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related rental, SANRAL may negotiate a market-related rental with the tenderer scoring the third highest points or cancel the RFP.
- e) Rental must be quoted in South African Rand inclusive of VAT.
- f) To facilitate like-for-like comparison bidders must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive

SECTION 5

RETURNABLE DOCUMENTS

List of Returnable Documents

The bidder must complete and submit the following returnable documents:

The bidder must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
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	
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 A17: Tenderer Experience	
Form B1: SBD 4: Declaration of Interest	
Form B3: SBD 6.1: Protection of Personal information (POPIA)	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Tenderer 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 Tenderer 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 Tenderer.

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

FORM A2: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

By signing this certificate, the Tenderer 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 Tenderer overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

Note: Should a Tenderer 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.

Tenderer 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:.....**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. REQUEST FOR PROPOSALS FOR THE LEASE OF ERF 3045 PIETERMARITZBURG FT**

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

Bidder Name	Contact Detail (Name, Cellphone, Email)	Share % in the JV
Total		100

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:

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.

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

1. The deponent having:
2. Acknowledged that he/she knows and understands the contents hereof;
3. Confirmed that he/she has not objection to the taking of the prescribed oath;
4. That he/she considered the prescribed oath as binding upon his/her conscience; and
5. 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 A6: 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)
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.
 - ix. "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.
 - x. "FPPO" means a Foreign Prominent Public Official.
 - xi. "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.
 - xii. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
 - xiii. "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 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

<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • 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;
<ul style="list-style-type: none"> • There is no significant indication of active participation by black people identified as top management at strategic decision making level;
<ul style="list-style-type: none"> • An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
<ul style="list-style-type: none"> • An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
<ul style="list-style-type: none"> • An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;

<ul style="list-style-type: none"> • The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none"> • An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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 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).

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.

2.1 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.

2.2 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

2.3 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.

- 2.4 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.

3. 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).

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.3 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4.4 POINTS AWARDED FOR SPECIFIC GOALS

- 4.4.1 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:
- 4.4.2 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

3.2. Name of company/firm.....
3.3. Company registration number:

3.4. TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
 - Y One-person business/sole propriety
 - Y Close corporation
 - Y Public Company
 - Y Personal Liability Company
 - Y (Pty) Limited
 - Y Non-Profit Company
 - Y State Owned Company
- [TICK APPLICABLE BOX]

3.5. 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). 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 A10: 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 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 interest¹ in the enterprise, employed by the state?
YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

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:

.....

2 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices,

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

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.

- 3.5** 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.
- 3.6** 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.
- 3.7** 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 Tenderer 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 “Tenderer”. SANRAL will process personal information only with the knowledge and authorisation of the Tenderer 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 Tenderer 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 Tenderer. SANRAL agrees that it shall only process the information disclosed by Tenderer 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 Tenderer 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 Tenderer or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Tenderer. Similarly, SANRAL requires the Tenderer 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 Tenderer 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 Tenderer 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 Tenderer may, in writing, request SANRAL to confirm and/or make available any personal information in its possession in relation to the Tenderer and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Tenderer 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 Tenderer 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 Tenderer 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

Tenderers are required to provide consent below:

YES	
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NO	
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- 12. Further, the Tenderer 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 Tenderer submitted.
- 13. The Tenderer 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 Tenderer's authorised representative: _____

Should a Tenderer have any complaints or objections to processing of its personal information, by SANRAL, the Tenderer 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:.....