



**THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED**

**REQUEST FOR TENDER [RFT] – CONTRACT NRA 2025/0058**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WEB-BASED/ONLINE VACANCY ADVERTISING PORTAL FOR SANRAL FOR THE PERIOD OF THIRTY -SIX (36) MONTHS**

<b>ISSUE DATE:</b>	<b>03 July 2025</b>
<b>BRIEFING SESSION DATE:</b>	<b>N/A</b>
<b>CLOSING DATE:</b>	<b>22 July 2025</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>

**BASE DATE: JULY 202**

SANRAL CONTRACT NRA 2025/0058

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SANRAL					
BID NUMBER:	NRA 2025/0058	CLOSING DATE:	22 July 2025	CLOSING TIME:	11H00 am
DESCRIPTION	REQUEST FOR TENDER: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WEB-BASED/ONLINE VACANCY ADVERTISING PORTAL FOR SANRAL FOR THE PERIOD OF THIRTY -SIX (36) MONTHS				
VALIDITY PERIOD	90 DAYS INCLUDING THE FIRST DAY AND THE LAST DAY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SANRAL Head Office</b> 48 Tambotie Avenue; Val de Grace Pretoria; GPS Coordinates (25,746454° S, 28,289338° E)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	<a href="mailto:ProcurementHO7@sanral.co.za">ProcurementHO7@sanral.co.za</a>				
TELEPHONE NUMBER	012 8448000				
E-MAIL ADDRESS	<a href="mailto:ProcurementHO7@sanral.co.za">ProcurementHO7@sanral.co.za</a>				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICE S OFFERED ?</p>	<p><input type="checkbox"/>Yes      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

1. 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)

## SECTION 2: NOTICE TO BIDDERS

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### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Submission of bid

The RFT submissions will close at **11h00** on Tuesday, 22 July 2025 and all RFT documentation must be sealed in a clearly marked envelope and placed in the tender box.

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

**SANRALHEAD OFFICE: 48 Tambotie Avenue  
VAL DE GRACE  
PRETORIA  
0184**

**Tender Box location GPS Coordinates (25,746454° S 28,289338°E)**

- 1.1.1** Bidders **must submit one original hard copy and electronic copy (USB memory stick)**. Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFT envelope must also contain the Bidder's details on the back of the envelope.
- 1.1.2** No bid may be withdrawn after it has been submitted to SANRAL unless the Bidder so requests in writing and such request is received by SANRAL before the scheduled closing date. All bids received by SANRAL on or before the scheduled closing date and time shall be valid and binding for a period of 90 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.
- 1.1.4** Properly motivated alternatives may be submitted but will only be considered if a compliant offer has been submitted. The alternative shall be approached and priced to the same detail as required by this RFT.
- 1.1.5** 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.
- 1.1.6** Bidders must ensure that their bids contain all documents as specified in this RFT.

#### 1.2 Clarification

If a Bidder considers that any of the RFT 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 using the contact information stated in the SBD 1 Form.

Clarification shall be issued any time before tender closing date and time. 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 RFT documents shall modify the issued RFT.

#### 1.3 No clarification meeting

#### 1.4 Late bids

All responses received later than the above-mentioned 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 RFT. Such action will lead to disqualification with no further evaluation of their bid.

### **1.8 Communication**

Specific queries relating to this RFT before the closing date of the RFT should be submitted to the contact person stated in the SBD 1 Anytime before the closing date and time .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 Respondents to attempt, either directly or indirectly, to canvass any officer or employee of SANRAL in respect of this RFT between the closing date and the date of the award of the business.

Respondents 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.

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

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

### **1.9 Joint Ventures or Consortiums**

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

Respondents 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 Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

### **1.11 Disclaimers**

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

- modify the RFT's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Tender which does not conform to instructions and specifications which are detailed herein;
- disqualify Tenders submitted after the stated submission deadline;
- not necessarily accept the lowest priced Tender or an alternative bid;
- place an order in connection with this Tender at any time after the RFT's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFT;
- split the award of the order/s between more than one Supplier/Service Provider should it at SANRAL's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the tender process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to SANRAL to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent 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 Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

#### **1.12 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, 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 Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent 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 National Treasury's Central Supplier Database

Respondents 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 tenders are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>

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

#### 1.15 Tax Compliance

Respondents 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 Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

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

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

**SANRAL urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS:  
0800 204 558**

## SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### C3 SCOPE OF WORKS

#### C3.1 GENERAL REQUIREMENTS

##### C3.1.1 INTRODUCTION

The Human Resource department within SANRAL would like to subscribe to a web-based/online job portal. The web-based/online vacancy advertising portal will add to the facilitation of internal and external recruitment processes which will contribute to:

- Improved turnaround times.
- Job posts visibility by candidates in all provinces.
- Efficient candidate screening process.
- Shortening the hiring process.
- Reduced recruitment costs.
- Elevation of SANRAL as an Employer of choice with a strong focus on the organisation's brand on the busiest and most comprehensive portals linked to recruitment in South Africa.
- Build SANRAL's own Internal talent pool of CVs across various divisions and vacancies often recruit for attracting and hiring quality candidates.

##### C3.1.2 SCOPE AND DESCRIPTION OF THE PROJECT

The web-based /online vacancy advertising portal must have the capacity to fulfil the following functions:

- Promote and advertise SANRAL's vacancies in platforms such as website, email alerts, mobile push notifications to ensure that the most suitable experienced and qualified candidates access our jobs and apply multiple user accessibility by Recruitment team in all of SANRAL's regions.
- Provide detailed labour market analytics to inform the availability of detailed talent pools to support SANRAL's future and current talent needs and acquisition strategies.
- Undertake unlimited candidate searches of passive and active candidates.
- Undertake unlimited direct engagement and communication with prospective candidates.
- Increase company branding and exposure capability in the job market and at the same time communicate the employer value proposition and vacancies to be filled.
- Provide for a diversified database comprising of different sectors i.e., Engineering, Financial, ICT, etc. and for a range of candidates from entry level to executive level to search from.
- Use data to match our job/role requirements with a registered candidate's skills, experience, and goals. This personalised targeting ensures opportunities are in front of relevant matches to make it easier for candidates to apply and engage with the SANRAL.
- Allow for the review and prioritisation of candidates through a simple filtering candidate management tool.
- Provide for the ability to easily see and organise all applicants in one place. Pre-screen / filter, sort, and rate applicants.
- Allow for posting of SANRAL's vacancies directly from our external career page to the website / job portal.
- The response handling should contain the following functionality: job posting, candidate management, cv searching, screening and short-listing, selection, reporting.
- Enable the view of CVs as originally uploaded by candidate.
- Allow for SANRAL users to create a cv database within the system.
- Provide multiple automated regret functions (candidate response).
- Provide monthly recruitment reporting and statistics.
- Customize candidate application, which ensures that only the most suitable candidate CVs are filtered through.
- Provide access to multiple users to the system.
- Provide seamless integration with SAP: Candidates should be able to apply for SANRAL's vacancies online and create profiles/application using unique ID and password.
- The application or system must be encrypted.

- Candidates must not be authorized to see other candidates' information.
- The service provider must provide information on the training that is used to accredit users, different types of users, and related information. In addition, training information such as materials, trainers' profile and evaluation of training conducted should ideally be shared.
- The system must allow applicants to attach all specified and required documents, as and when needed.
- The system must allow for each position to have a unique job code that links to the job profile or job description and will provide simplified reporting.

### C3.1.3 LOCATION OF THE PROJECT

The online service must be available for multiple user accessibility by recruitment team in all SANRAL's offices, which include the following provinces:

- Eastern Cape
- Free State
- Gauteng
- KwaZulu- Natal
- Limpopo
- Mpumalanga
- Northern Cape
- North West
- Western cape

### C3.1.4 CONTRACT PERIOD

- The contract period is for three (3) years from the date of appointment.

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

**4.1 STEP ONE: Test for Responsiveness**

The test for administrative responsiveness will include the following:

<p><b>Administrative responsiveness check</b></p>	
<ul style="list-style-type: none"> <li>• Bid received before closing date and Time</li> </ul>	
<ul style="list-style-type: none"> <li>• Bidder has completed SECTION 1: SBD1 Form</li> </ul>	
<ul style="list-style-type: none"> <li>• Bidder has submitted a Priced Offer</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Mandatory Technical Requirement</b></li> </ul> <p>a) Registered on National Treasury Central Supplier Database at the closing of tender.</p> <p>Tenderers, or in the event of a Joint Venture or a Designated group, each member of the Joint Venture or Designated group, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing; the tender will be declared non-responsive.</p> <p>b) Mandatory technical requirements:</p> <ul style="list-style-type: none"> <li>i. A tenderer must submit list of a minimum of three contactable reference letters not older than three (3) years for similar web-based/ online vacancy advertising portal</li> <li>ii. A report confirming the current number of active candidates who are subscribed to the web-based/online vacancy advertising portal within the past two years.</li> </ul> <p>Failure to satisfy the eligibility criteria will result in a non-responsive tender.</p>	

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

## 4.2 STEP TWO: Minimum Threshold 60 points\_Evaluation and Final Weighted Scoring

### Phase 1: Quality Evaluation Criteria

Evaluation Criteria	Maximum Points
<p><b>PROOF OF OWNERSHIP FOR THE WEBSITE (B1.4)</b></p> <ul style="list-style-type: none"> <li>The tenderer must submit proof of ownership of an existing web-based/online job portal.</li> <li>The tenderer must submit domain registration documents, which include the domain registration date (domain must be 5 years old or more).</li> </ul> <p><b>The tenderer must submit confirmation on their company letterhead that they are the owners of an existing web-based job portal/ domain/ solution.</b></p>	<b>10</b>
<p><b>COMPANY EXPERIENCE (FORM B1.1)</b></p> <p>The tenderer must have experience in providing web-based/online vacancy advertising portal .</p> <p>The tenderer should submit a minimum of three (3) contactable reference letters from clients where it has previously provided the similar web-based job portal. (The reference letter must be on the client letterhead, be signed and should not be older than three years)</p> <ul style="list-style-type: none"> <li>Less than 3 Reference Letters (0)</li> <li>1 Reference Letter (10)</li> <li>2 Reference Letters (15)</li> <li>3 and more Reference letters (20)</li> </ul>	<b>20</b>
<p><b>COMPANY EXPERIENCE (FORM B1.2)</b></p> <p>The tenderer must submit a report confirming the current number of active candidates subscribed to their job portal.</p> <ul style="list-style-type: none"> <li>Less than 200 000 active candidates' CVs (0)</li> <li>200 000 to 300 000 active candidates' CVs (10)</li> <li>More than 300 000 active candidates' CVs (20)</li> </ul>	<b>20</b>
<b>TOTAL</b>	<b>50</b>

The minimum number of evaluation points for phase 1 quality evaluation criteria is not less than **35 points out of 50 points**.

Tenderers who meet the minimum requirements for phase 1 will be invited for phase 2: presentation.

**Phase 2: Presentation**

The following service requirements must be demonstrated at presentation stage:

Evaluation Criteria	Maximum Points
<b>SYSTEM CAPABILITY</b>	
Multiple users must be able to login to the secure portal with a username and password, both on company side and candidate side	<b>10</b>
View and short-list CVs, including filtering of candidates	<b>10</b>
Upload and advertise vacant positions using the online web-based portal	<b>5</b>
Contact candidates directly via the online portal	<b>5</b>
Generate, filter and Download vacancy report for print/saving/sharing.(via email )	<b>5</b>
Labour market analytics to inform the availability of detailed talent pools to support SANRAL's future and current talent needs and acquisition using input information strategies.	<b>5</b>
CV database creation, where candidate searches of passive and active candidates can be done.	<b>5</b>
Demonstrate the functionality of the portal in sending push email notifications to candidates advising them on new vacancies.	<b>5</b>
<b>TOTAL</b>	<b>50</b>

a) **Price and B-BBEE points**

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

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

Where:

- $P_s$  = Score for the Bid under consideration  
 $P_t$  = Price of Bid under consideration  
 $P_{min}$  = Price of lowest acceptable Bid

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

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

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

***The minimum threshold for technical/functionality [Step TWO] must be met or exceeded for a Respondent's Proposal to form part of legal panel***

**4.3 STEP THREE: Post Tender Negotiations (if applicable)**

- Respondents are to note that SANRAL may not award a contract if the price offered is not market related. In this regard, SANRAL reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent 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, Respondents 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 Respondent(s).

#### 4.4 STEP FOUR: 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 Tender by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(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 Respondent.

Respondents are to note that, on award of business, SANRAL is required to publish the tendered prices of the successful and unsuccessful Respondents *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 09 of 2022/2023 as well as SANRAL website. **[This is not applicable if RFT was not advertised on National Treasury e-Tender Publication Portal]**

Respondents 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 Respondents, if applicable.

**4.5 PRICING SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Unit Measure</b>	<b>of</b>	<b>Estimated Quantity</b>	<b>Rate per item</b>	<b>Total Amount</b>
1.	Annual Subscription Costs	Once-off		1		
2.	Cost per advertised vacancy	Per vacancy		*200		
3.	Product Offering (CV database access)	Per vacancy		*200		
Sub-Total						
15% VAT						
Total amount inclusive of VAT						
<b>Total amount inclusive of VAT Year 2</b>						
<b>Total amount inclusive of VAT Year 3</b>						
<b>Total amount (Inclusive of VAT) CARRIED TO FORM OF OFFER</b>						

\*\*Please note 200 it's an estimated quantity and actual numbers may vary depending on organisational needs.

**SECTION 5: RETURNABLE DOCUMENTS**

**List of Returnable Documents**

The tenderer must complete the following returnable documents:

<b>The tenderer must complete the following returnable documents:</b>	<b>Completed (tick)</b>
Form A1: SBD 1	
Form A2: SBD 4: Declaration of Interest	
Form A3: SBD 6.1: Tenderer’s BBBEE Verification certificate (Incorporated in SBD 6.1)	
Form A4: Declaration of tenderer’s past supply chain management practices	
Form A5: Protection of Personal information (POPIA)	
Form A6: RFT Declarations and Breach of law	
Form A7: Certificate of Authority for Signatory	
Form A8: Certificate of Authority for Joint Ventures (where applicable)	
Form A9: Declaration of Tenderer’s current status of any debt outstanding with SANRAL	
Form A10: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)	
Form A11: Certificate of Fronting practices	
Form A12: Specific goals points claim form	
Form A13: Vendor Registration number on Central Supplier Database	
FORM A14: Declaration of Tenderer’s Litigation history	
Form A15: Valid Tax Clearance Pin issued by the South African Revenue Services.	
Form A16. Schedule of Deviations or Qualifications by Tenderer	
Form B1.1: Tenderer’s Experience Reference Letter	
Form B1.2: Tenderer’s Previous Experience: Subscription Of Candidates	
Form B1.3: Tenderer’s Reports	
Form B1.4: Proof of ownership for the website	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent 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 RFT. Should the Respondent 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 Respondent.

Signed:.....Date:.....

.....  
Name:.....Position.....  
.....

Tenderer:.....  
 .....

## FORM A2: 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.

<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 A3: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 B-BBEE 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.

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL**

---

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ol style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ol> </li> </ol>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ol>

3. I hereby declare under Oath that:

- The Enterprise is  % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is  % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is  % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_ %
  - Black Disabled % = \_\_\_\_\_ %
  - Black Unemployed % = \_\_\_\_\_ %
  - Black People living in Rural areas % = \_\_\_\_\_ %
  - Black Military Veterans % = \_\_\_\_\_ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of  (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by **ticking the applicable box.**

**Indicate %**

**Take note of date format. Any other format will render your tender as non-responsive!**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**These dates must be the same. Different dates will render your tender as non-responsive!**

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp  
Date:

**FORM A4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES****Notes to tenderer:**

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

4.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied.</b>  The Database of Restricted Suppliers now resides on the National Treasury website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury website ((<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If Yes, furnish particulars:		

**CERTIFICATION**

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

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

Signature: .....

Name: .....

Position: .....

Date: .....

Name of tenderer: .....

## FORM A5: 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 Respondent 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 RFT, the Responsible party is “SANRAL” and the Data subject is the “Respondent”. SANRAL will process personal information only with the knowledge and authorisation of the Respondent 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 RFT and the Respondent 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 Respondent. SANRAL agrees that it shall only process the information disclosed by Respondent 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 RFT, the Respondent 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 Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, SANRAL requires the Respondent 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 RFT (physically, through a computer or any other form of electronic communication).
9. SANRAL shall notify the Respondent 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 Respondent 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 Respondent may, in writing, request SANRAL to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent 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 Respondent 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 RFT, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFT and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

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

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

12. Further, the Respondent 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 Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFT is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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

Signed:.....Date:.....

.....

Name:.....Position.....

.....

Tenderer:.....

.....

**FORM A6: CERTIFICATE OF ACQUAINTANCE WITH RFT DOCUMENTS**

**By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this RFT. 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 Respondent 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 Respondent 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 RFT 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 RFT 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 RFT documents included in the RFT as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**FORM A7: 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 1010/62110/2023/02R - CALL FOR EXPRESSIONS OF INTEREST: APPOINTMENT OF SERVICE PROVIDERS ON THE SANRAL PANEL OF ATTORNEYS FOR A PERIOD OF THREE YEARS.

.....  
.....  
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 A8: JOINT VENTURE AGREEMENT**

Bidder Name	Contact Detail (Name, Cell phone, Email)	Share % in the JV
<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 A9: 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

## FORM A10: DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

### Notes to Tenderer:

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

9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

### Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an "X" whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				

MEDIA REPORTS / OTHER SOURCES OF INFORMATION
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)


**Reporting Person/s:**

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

**DECLARATION / UNDERTAKING BY THE TENDERER**

I, the undersigned, .....  
 declare that:

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

Signed:.....Date:.....  
 ....  
 Name:.....Position.....  
 .....  
 Tenderer:.....

## FORM A11: CERTIFICATE OF FRONTING PRACTICES

### Fronting Practices

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

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

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

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

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

### Responsibility to Report Fronting

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

### Fronting Indicators

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

- 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 A12. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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
PRICE	80
SPECIFIC GOALS	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 points is allocated for price on the following basis:

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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.**

<i>The specific goals allocated points in terms of this tender</i>	<i>Criteria</i>	<i>Number of points allocated (80/20 system)</i>	<i>Number of points claimed (80/20 system) (To be completed by the tenderer)</i>
<i>B-BBEE level scorecard of the tendering entity.</i>	<i>B-BBEE Level 1</i>	<i>20.00</i>	
	<i>B-BBEE Level 2</i>	<i>18.00</i>	
	<i>B-BBEE Level 3</i>	<i>14.00</i>	
	<i>B-BBEE Level 4</i>	<i>12.00</i>	
	<i>B-BBEE Level 5</i>	<i>8.00</i>	
	<i>B-BBEE Level 6</i>	<i>6.00</i>	
	<i>B-BBEE Level 7</i>	<i>4.00</i>	
	<i>B-BBEE Level 8</i>	<i>2.00</i>	
	<i>Non-compliant contributor</i>	<i>0.00</i>	

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

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

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

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

**FORM A13: 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 A14: 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 A15: 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 A16: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

PAGE	DESCRIPTION

Signed:.....Date:.....  
.....  
Name:.....Position.....  
.....  
Tenderer:.....

**FORM B1.1 TENDERER'S PREVIOUS EXPERIENCE****Notes to Tenderer:**

- A. Failure to submit a completed form B1.1 will result in 0 (zero) points for past performance on the project except in the case that it is an eligibility requirement then it will lead to disqualification.**

A tenderer must complete the table below and submit a minimum of three contactable reference letters not older than three (3) years for similar web-based/online vacancy advertising portal.

Previous client	Description of previous work/services rendered	Year rendered work/services	Contact details Name, surname and contact number

**FORM B1.2: TENDERER'S PREVIOUS EXPERIENCE****Notes to Tenderer:**

- The tenderer must submit a report confirming the current number of active candidates subscribed to their web-based/online vacancy advertising portal within the past two years.

<b>Year work/services rendered</b>	<b>Number of Subscribed candidates</b>

**FORM B1.3: TENDERER'S REPORT****Notes to Tenderer:**

- The tenderer must submit a minimum of one report describing a weekly and monthly number of vacancies advertised for another client.

**FORM B1.4: PROOF OF OWNERSHIP FOR THE WEBSITE**

## **SECTION 6: CONDITIONS OF CONTRACT**

### **GENERAL CONDITION OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to government bids, contracts and orders;  
and
  2. To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
  - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of the supplier's contractual obligations.
- 1.3. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.4. "Countervailing **duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.5. "Day" means calendar day.
- 1.6. "Delivery" means delivery in compliance of the conditions of the contract or Purchase Order.
- 1.7. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the Republic at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic.
- 1.8. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10. "GCC" means the General Conditions of Contract.
- 1.11. "Goods" means all of the equipment, machinery, and/or other materials other than services that the supplier is required to supply to the purchaser under the contract or purchase order.
- 1.12. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.15. "Purchase Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.16. "Project site," where applicable, means the place indicated in bidding documents, contract or purchase, where the goods or services will be delivered or rendered.
- 1.17. "Purchaser / Employer" means the organization purchasing the goods or services, and in this instance means South African National Roads Agency Limited ("SANRAL").
- 1.18. "Republic" means the Republic of South Africa.
- 1.19. "SCC" means the Special Conditions of Contract.
- 1.20. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, provision of professional expertise, and other such obligations of the supplier covered under the contract.
- 1.21. "Service Provider or Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified services and supply the required and specified goods.
- 1.22. "Tort" means in breach of contract.
- 1.23. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

## 3. Standards

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

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

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

## 5. Patent rights

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

## 6. Performance security

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

## **7. Inspections, tests and analyses**

- 7.1. All pre-bidding testing will be for the account of the bidder.
- 7.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser.
- 7.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 7.4. If the inspections, tests and analyses referred to in clauses 7.2 and 7.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5. Where the supplies or services referred to in clauses 7.2 and 7.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 7.6. Supplies and services which are referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 7.8. The provisions of clauses 7.4 to 7.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 23 of GCC.

## **8. Packing**

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

## **9. Delivery and documents**

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

## **10. Insurance**

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

## **11. Transportation**

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

## **12. Incidental services**

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

## **13. Spare parts**

- 13.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - b) in the event of termination of production of the spare parts:
    - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **14. Warranty**

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

## **15. Payment**

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

## **16. Prices**

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

## **17. Contract amendments**

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

## **18. Assignment**

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

## **19. Subcontracts**

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

## **20. Delays in the supplier's performance**

- 20.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 20.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 20.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 20.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 20.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar Functionality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **21. Penalties**

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

## **22. Termination for default**

- 22.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 20.1;
  - b. if the Supplier fails to perform any other obligation(s) under the contract; or
  - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **23. Anti-dumping and countervailing duties and rights**

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

## **24. Force Majeure**

- 24.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 24.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **25. Termination for insolvency**

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

## **26. Settlement of Disputes**

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

## **27. Limitation of liability**

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

## **28. Governing language**

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

## **29. Applicable law**

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

## **30. Notices**

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

## **31. Taxes and duties**

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 31.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must verify that the tax matters of the successful bidder are in order. The successful bidder must submit the tax compliance status pin or the Central Supplier Database Master Registration Number which the purchaser will use to confirm the tax status of the successful bidder.

### **32. Transfer of contracts**

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

### **33. Amendment of contracts**

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

### **34. Prohibition of restricted practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a supplier(s) was /were in collusive bidding.
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has /have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competitive Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or supplier(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered, and / or terminate the contract in whole or part, and /or restrict the bidder(s) or supplier(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or supplier(s) concerned.