



THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

REQUEST FOR QUOTATION DOCUMENT

RFQ NO.: ER 2023/61190/015

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, REFILL AND MAINTAIN TOP LOADING WATER DISPENSERS FOR THE EASTERN REGION FOR A PERIOD OF 36 MONTHS.

ISSUE DATE: 12 APRIL 2024

ISSUED BY: SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

NAME OF SERVICE PROVIDER:

Contents

Contents2
TENDER NOTICE AND INVITATION TO TENDER.....3
FORM A: FORM OF OFFER (SBD 7) AND ACCEPTANCE7
FORM A1: SCHEDULE OF DEVIATIONS10
C.1.2 CONTRACT DATA11
Part 1: Data provided by the Purchaser11
Part 2: Data Provided By The Supplier12
FORM B: SCOPE OF ENGAGEMENT AND PRICING SCHEDULE14
FORM C: PRICING INSTRUCTION AND PRICING SCHEDULE16
FORM D: CENTRAL SUPPLIER DATABASE17
FORM E: BIDDER’S DISCLOSURE (INCORPORATING SBD4)18
FORM F: EVALUATION PROCESS (SBD6.1).....21
FORM G: BLACK OWNERSHIP DECLARATION25
FORM H: TERMS AND CONDITIONS.....28
FORM J: CONDITIONS OF CONTRACT.....34



TENDER NOTICE AND INVITATION TO TENDER

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

RFQ NO.: ER 2023/61190/015

The South African National Roads Agency SOC Limited (SANRAL) invites quotations for the

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, REFILL AND MAINTAIN TOP LOADING WATER DISPENSERS FOR THE EASTERN REGION FOR A PERIOD OF 36 MONTHS.

ELIGIBILITY TO QUOTE

Only service providers who are:

- Registered on Central Supplier Database
- Tax compliant prior to award

OTHER REQUIREMENTS TO ENSURE QUALITY OF WATER SUPPLIES ARE:

- Water must meet the hygiene standards, microbiological legislation, treatment labelling standards and chemical regulations.
- Must comply with microbiological and chemical legislation parameters listed in the South African Bureau of Standards (SABS) 1657 for bottled water and SANS 241:2015.
- Comply with South African National Bottled Water Association's Standards
- Bottle Container material requirements: The bottle material must be BPA or Bisphenot-A free.

QUOTATION DOCUMENTS

Quotation documents are available at no cost in electronic format.

Tenderers must have access to MS Office ©2013 and Acrobat Adobe ©9.0, or similar compatible software.

COMPULSORY CLARIFICATION MEETING TO TAKE PLACE AS FOLLOWS:

Date and Time: **19 April 2024 at 11:00AM**

Location: **SANRAL Eastern Region**

Venue: **Umzinto Boardroom**

**CLOSING DATE: 03 MAY 2024
CLOSING TIME: 11H00**

Quotations to be **emailed** to PROCUREMENTER2@SANRAL.CO.ZA

The document clearly marked "Quotation" as well as the Employer's address, state description as well as the tenderer's name, authorised representative's name, postal address, and contact telephone number.

Queries relating to issues arising from these documents may be addressed to the Procurement Official in writing: E-mail: PROCUREMENTER2@SANRAL.CO.ZA

INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING (SBD1):

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED					
BID NUMBER:	2023/61190/015	CLOSING DATE:	03/05/2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, REFILL AND MAINTAIN TOP LOADING WATER DISPENSERS FOR THE EASTERN REGION FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE EMAILED TO:					
PROCUREMENTER2@SANRAL.CO.ZA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
E-MAIL ADDRESS	PROCUREMENTER2@SANRAL.CO.ZA		E-MAIL ADDRESS	PROCUREMENTER2@SANRAL.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/>	
NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/>	
NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

FORM A: FORM OF OFFER (SBD 7) AND ACCEPTANCE

Form of Offer

The South African National Roads Agency SOC Limited

Sir,

RFQ NO.: SANRAL ER 2023/61190/015

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, REFILL AND MAINTAIN TOP LOADING WATER DISPENSERS FOR THE EASTERN REGION FOR A PERIOD OF 36 MONTHS.

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

A. PRICE OFFERED

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM FORM B: PRICING SCHEDULE SUMMARY IS.....
.....
..... (in words)
(R in figures)

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

B. PREFERENCE CLAIMED

I/we claim the following preference points as per Returnable Schedule Form F: Tenderer’s preference points claim are subject to condition in Form F. In the event of any difference between the above stated status level and the Verification Certificate attached to Form F, the Verification Certificate shall apply.

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

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A1: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Willing and able to commence immediately once appointed and complete the work within 3 days from the appointment date or as indicated in the appointment letter.

Yours faithfully

SIGNATURE:..... DATE:.....

NAME (IN CAPITALS):

CAPACITY:

NAME AND ADDRESS OF ORGANISATION:.....

.....
NAME AND SIGNATURE OF WITNESS:

SIGNATURE:..... DATE:

NAME (IN CAPITALS):

CAPACITY:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Form A and J Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Form C Pricing Data

Form B Scope of Work: Works Information and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Purchaser of one fully completed original copy of this document including the schedule of deviations (if any). Unless the tenderer within seven working days of the date of such submission notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Date

Name(s)

Capacity

Regional Manager
Eastern Region

**for the
Purchaser**

The South African National Roads Agency (SOC) Ltd: 58 Van Eck Place,
Mkondeni, and Pietermaritzburg.

Name & signature of
witness 1

Date

Name & signature of
witness 2

Date

FORM A1: SCHEDULE OF DEVIATIONS

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

By the duly authorised representatives signing this agreement, the Purchaser and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the Purchaser and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

3.4.1.4	The title to and the risk in the Goods passes to the Purchaser when the Goods are off-loaded and accepted by the Purchaser at the address given in the delivery instructions.
3.5	If the Supplier fails to comply with his obligations under the scope/specification the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within 3 days from receipt of notification. Thereafter, the Purchaser returns the rejected Goods to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of Goods not replaced within the time required, together with the costs of returning rejected Goods to the Supplier and obtaining replacement goods from a third party are paid by the Supplier to the Purchaser.

Part 2: Data Provided By The Supplier

The Supplier is advised to read the *General Conditions of Contract for SANRAL as stipulated in Form H of this RFQ document*, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data
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<p>1.8</p> <p>1.2.2</p>	<p>The Supplier is.</p> <p>Name:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The address of the Supplier is:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>Telephone: Facsimile:</p> <p>.....</p> <p>e-mail:</p> <p>.....</p>
	<p>Supplier Representative:</p> <p>.....</p>

FORM B: SCOPE OF ENGAGEMENT AND PRICING SCHEDULE

The South African National Roads Agency (SOC) Limited wishes to invite service provider to supply and deliver the following.

Supplies Contracts	Services Contracts
<p>Goods and Services Specification:</p> <ul style="list-style-type: none"> - Free standing Unit - Dispenses Hot and Cold-water - Hot Water: Up to 85 degrees C 4L/h - Heating power 420w or better - Cold Water: Up to 10 degrees 1L/h - Cooling power 85w or better - Cooling System: Compressor - Must have Option to turn Hot Water off. - Bottle-type: must use 18.9L bottle size. - Removable drip-tray - Warranty Period: At-least 24 Months Warranty - Safety features: Safeguard to Prevent overheating. - Material: Plastic - Dispenser colour: White or Off-White finish - Application: For Office use - NRCS Approved 	<p>NOTES to service providers:</p> <ul style="list-style-type: none"> • <u>The contract is for the duration of thirty-six (36) months for the following:</u> <ul style="list-style-type: none"> • Outright purchase of Four (4) new water dispensers. • Monthly Dispenser Refill. • Quarterly Servicing, Maintenance, and Cleaning of Ten (10) water dispensers. • Delivery fee must be calculated on thirty (30) bottle container minimum per delivery. • Price must include VAT for all vat vendors. • Quotation price is Valid for 30 days. • All possible costs involved must be included in the total costs as this will be a fixed price. • Total Amount must be in ZAR currency. • SANRAL will only pay for items delivered per order request. • Priced Quoted must be fixed for the duration of 36 months. • Delivery fee will be paid per delivery, which is expected to be once a month. <p>Delivery Address:</p> <p style="padding-left: 40px;">58 Van Eck Place, Mkondeni, Pietermaritzburg.</p>

REQUIREMENTS FOR ENSURING QUALITY OF WATER SUPPLIED:

- Water must meet the hygiene standards, microbiological legislation, treatment labelling standards and chemical regulations.
- Must comply with microbiological and chemical legislation parameters listed in the South African Bureau of Standards (SABS) 1657 for bottled water and SANS 241:2015.
- Comply with South African National Bottled Water Association's Standards
- Bottle Container material requirements: The bottle material must be BPA or Bisphenot-A free.

FORM C: PRICING INSTRUCTION AND PRICING SCHEDULE

- Price must include VAT for all VAT vendors.
- Quotation is Valid for 30 days after closing date.
- Price Quoted must be fixed for the duration of 36 months and price escalations in the anniversary of the contract as per the pricing schedule will be applicable.
- All possible costs involved must be included in the total costs as this will be a fixed price contract for a period of 36 months.
- Total Amount must be in ZAR currency.
- SANRAL will only pay for items delivered per order.

DELIVERY FEE WILL BE PAID PER DELIVERY, WHICH IS EXPECTED TO BE ONCE A MONTH.

PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT RATE YEAR 1	UNIT RATE YEAR 2	UNIT RATE YEAR 3	TOTAL
1.	Top Loading Water Dispenser (As Per the above spec).				
2.	Dispenser bottle refill.				
3.	Dispenser bottle cap.				
4.	Dispenser bottle with no handle.				
5.	Servicing, Maintenance and Cleaning of Ten (10) dispensers - Quarterly				
6	Delivery Fee				
Sub-Total					
VAT @%15					
Total Incl. VAT					
TOTAL FOR 36 MONTHS					

FORM D: CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the National Treasury Central Supplier Database at close of quote, shall submit a copy of their proof of registration, with their quote submission. Service providers received from such tenderers who have not submitted proof of their registration their tender submissions, will not be considered.

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

The service providers shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za).

Name of Service Provider:

Central Supplier Database Supplier Number:

[ATTACHÉ CSD REGISTRATION REPORT]

FORM E: BIDDER'S DISCLOSURE (INCORPORATING SBD4)

Notes to tenderer:

1. Definitions:

1.1 "State" means:

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

1.2 "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.

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

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 1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

--	--	--

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1. If so, furnish particulars:

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1. If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, or Key Person participate in more than 1 (one) tender.
- 3.4. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.5. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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

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

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

FORM F: EVALUATION PROCESS (SBD6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an

organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad 90/10$$

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \qquad \text{or} \qquad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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

3.2. 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:

3.3. 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) 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,
- (b) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE level scorecard of the tendering entity.	B-BBEE Level 1	20	
	B-BBEE Level 2	18	

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	B-BBEE Level 3	14	
	B-BBEE Level 4	12	
	B-BBEE Level 5	8	
	B-BBEE Level 6	6	
	B-BBEE Level 7	4	
	B-BBEE Level 8	2	
	Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.4. Name of company/firm.....

3.5. Company registration number:

3.6. 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]

3.7. 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.

<p>..... SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p>
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FORM G: 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 the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such State system;
 - c) has been charged with fraud, corruption or any other improper conduct whether of a criminal or civil nature during the course and scope of rendering services to the state or any other party and/or entity; or
 - d) failed to perform on any previous contract with the State.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied.</p> <p>The Database of Restricted Suppliers now resides on the National Treasury website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If Yes, furnish particulars:		
4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	<p>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?</p>	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 H: TERMS AND CONDITIONS

1. CONDITIONS OF QUOTATION

NOTE:

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

2. FORM OF QUOTATION

2.1. The quotation shall be signed and witnessed on the Form of Quotation incorporated herein. The Schedule of Rates and Prices shall be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the quotation, and the summary thereof shall be signed. The certificates, schedules and forms contained herein shall be completed and signed by the Supplier. All forms, certificates and schedules shall be completed and signed in black ink.

2.2. Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the quotation documents. All such schedules shall be signed.

3. SIGNING OF QUOTATION

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

4. QUOTATION VALIDITY PERIOD

4.1. The quotation validity period is 30 days.

5. QUOTATION ALL-INCLUSIVE

5.1. The Supplier shall allow in the quotation for all deliverables as stipulated in the scope, labour, material, consumables, accessories, software, supervision, overhead costs, profit, royalties, all taxes, levies, duties, variations in exchange rates (if applicable), disbursements and everything necessary for the execution and completion of the works in accordance with the quotation documents.

5.2. Value Added Tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Summary of Schedule of Rates and Prices.

5.3. The Supplier rates and prices shall be fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.

5.4. The offer must be in ZAR currency.

6. ALTERATIONS TO QUOTATION DOCUMENTS

6.1. No unauthorised alteration or addition shall be made to the Form of Quotation, to the Schedule of Rates and Prices or to any other part of the quotation documents. If any such alteration or addition is made or if the Schedule of Rates and Prices, other schedules or certificates are not properly completed, the quotation may be rejected.

6.2. The use of masking fluid is prohibited.

7. QUOTATION QUALIFICATION

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

8. ALTERNATIVE QUOTATIONS

- 8.1. If, in addition, the Supplier desires to submit for consideration any alternative solution or any other variation (including the offer of a guarantee in lieu of retention money), the Form of "ALTERNATIVE QUOTATION" shall be completed for each alternative quotation submitted, and each alternative quotation shall be accompanied by a separate, complete and itemized Schedule of Rates and Prices, fully priced and extended, and a statement setting out the salient features of the alternative quotation.
- 8.2. No alternative quotation shall be considered unless a quotation without any qualifications and strictly on the basis of the quotation documents is also submitted. Alternative quotations shall reflect the same provisional sums for contingencies and contract price adjustment as provided for in the quotation documents for the postulated scheme. Any manipulation of these provisional sums shall disqualify the alternative quotation. Unless the quotation document for the postulated scheme calls for a fixed price contract, no alternative offering a fixed price shall be considered.

9. CONFIDENTIAL COPYRIGHT OF DOCUMENTS

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

10. COST INCURRED BY SUPPLIERS

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

11. ATTENDANCE AT SITE INSPECTION / SUPPLIERS' MEETING

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

12. SUBMISSION OF QUOTATIONS

- 12.1. All quotations and supporting documents shall be submitted strictly in accordance with the instructions given in the official invitation to quote.
- 12.2. Each Supplier shall sign the quotation offer. SANRAL will hold all authorized signatories liable on behalf of the Supplier.
- 12.3. All quotations and supporting documents shall be sealed in an envelope or package. The envelope or package shall clearly state on the outside the quotation title as well as the Suppliers name and contact details.
- 12.4. Quotations shall be delivered to SANRAL by hand or by courier or email where applicable. In all cases the quotation shall reach the stipulated address not later than the closing date and time stated in the Quotation Notice and the onus shall be on the Supplier to obtain confirmation of receipt.

12.5. SANRAL shall not accept quotation offers submitted by telegraph, telex, facsimile.

13. QUOTATION WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE

13.1. Any Supplier has the right to withdraw, modify or correct his quotation after it has been delivered, provided that the written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of quotations before the closing date and hour set for the receipt of quotations.

13.2. The original quotation as amended by such written communication shall be considered as the Supplier's offer.

14. QUOTATION WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE

14.1. SANRAL may ask any Supplier for a clarification of his quotation, or to amend or adjust imbalanced quotation rates according to subrules 18.2; nevertheless no Supplier shall be permitted to alter his quotation sum after the quotations have been opened. However, clarifications or amendments to imbalanced quotation rates which do not change the quotation sum may be accepted.

14.2. Quotations shall remain valid for a period of thirty (30) days from the time set for the opening of quotations and no quotation may be withdrawn during this period unless SANRAL informs the Supplier in writing before the end of this period that his quotation is not accepted.

14.3. Should a Supplier amend (other than according to rule 18) or withdraw his quotation after the time set for the receipt and opening of quotation and during the period of its validity, but prior to his being notified of the acceptance of his original quotation, or should a Supplier, after having been notified that his quotation has been accepted-

14.3.1. give notice of his inability to execute the agreement in terms of his quotation; or

14.3.2. fail to sign a agreement or furnish the security within the period fixed in the conditions reflected in the Form of Quotation or any extended period fixed by SANRAL; or

14.3.3. fail to execute the agreement according to the agreement documents;

14.3.4. he shall pay either the difference between his quotation and a less favourable quotation accepted in terms of the provisions of subrule 14.3.5, or if SANRAL decides to invite fresh quotations, all additional expenses which SANRAL has to incur in this regard, as well as any difference between his quotation and the accepted new quotation: Provided that SANRAL may fully or partly exempt a Supplier from the provisions of this subrule if SANRAL is of the opinion that the circumstances justify the exemption.

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

15. CANCELLATION OF QUOTATION

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

15.1.1. is executing an agreement with SANRAL unsatisfactory.

15.1.2. has offered, promised or given a bribe or other gift or remuneration to any officer or employee of SANRAL in connection with obtaining or executing a agreement:

15.1.3. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a agreement with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;

15.1.4. has approached an officer or employee of the South African National Roads Agency Limited or in the service of SANRAL before or after quotations have been called for, to influence the award of the agreement in his favour;

- 15.1.5. has withdrawn or amended his quotation after the time set for the receipt and opening of quotations;
- 15.1.6. when advised that his quotation has been accepted, has given notice of his inability to execute or sign the agreement or to furnish the security required;
- 15.1.7. has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from quoting for this agreement, or as to the amount of the quotation to be submitted by either party;
- 15.1.8. has disclosed to any other person, firm or company the exact or approximate amount of his proposed quotation except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the quotation,
- 15.2. SANRAL may, in addition to any claim which he may have in terms of rule 14, and in addition to any other legal resources, cancel any agreement between SANRAL and such person, firm or company and no quotation from such person, firm or company shall be favourably considered for a specified period.
- 15.3. If SANRAL is satisfied that any person, firm, or company is or was a shareholder or a director of a firm or company which, in terms of subrule 15.1, is one from which no quotation will be favourably considered for a specified period, SANRAL may also decide that no quotation from such person, firm or company shall be favourably considered for a specified period, and in addition to any other legal resources, cancel any agreement between SANRAL and such person
- 15.4. SANRAL may, at its sole discretion, reverse or amend any decision in terms of subrule 15.1
- 15.5. Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "person, firm or company" shall include an authorised employee or agent of such person, firm or company.
- 15.6. SANRAL may take any decision of a State Tender Board, including those of SA Post Office Ltd and Telkom SA Ltd, Transnet Ltd or any provincial administration or organ of state with regard to the restriction of a Supplier as being applicable to quotations for SANRAL from such Supplier.
- 15.7. Decisions of SANRAL in terms of subrules 15.1 to 15.5 and any revocation or variation of such decisions shall be communicated by SANRAL to all the tender boards concerned.

16. TEST FOR RESPONSIVENESS

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

unless it can be subsequently rendered responsive by correction that does not prejudice the other suppliers.

17. ADDITIONAL INFORMATION REQUIRED

17.1. The Supplier shall submit with his quotation all the information as applicable and as required in terms of the provisions of the quotation documents. SANRAL reserves the right, in the event of such details being insufficient, to call for further information. The Supplier shall furnish such additional information within the time stipulated.

17.2. The Supplier shall make full allowance in the relevant scheduled rates for all costs in connection with the preparation of quotations and furnishing the information required by SANRAL.

17.3. SANRAL reserves the right to appoint a firm of chartered accountants and auditors to report on the financial resources of any Supplier. The Supplier shall provide all reasonable assistance in such an investigation.

17.4. All written information submitted by the Supplier, together with and in support of his quotation, shall be considered to form the basis on which the quotation has been prepared and submitted.

18. AMENDMENTS TO QUOTATION BY SANRAL

18.1. Arithmetical Errors: SANRAL reserves the right to check for arithmetical errors and correcting them in the following manner:

18.1.1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;

18.1.2. If a Pricing Schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the unit rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.

18.1.3. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Supplier's addition of prices, the total of the prices shall govern.

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

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

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

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

19. QUOTATION ACCEPTANCE

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

19.2. SANRAL may accept or reject any variation, deviation, quotation offer, or alternative quotation offer, and may cancel the quotation process and reject all quotation offers at any time before the formation of a contract. SANRAL shall not accept or incur any liability to a supplier

for such cancellation and rejection but will give reasons for such action upon written request to do so.

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

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

20. LEGAL ASPECTS

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

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

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

21. QUOTATION RULES ARE BINDING

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

22. LANGUAGE OF THE AGREEMENT

22.1. The quotation documents have been drafted in English. Each Agreement that originates from the acceptance of the quotation will be interpreted and construed in English.

23. DELEGATION OF AUTHORITY BY SANRAL

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

FORM J: CONDITIONS OF CONTRACT

3.1 AGREEMENT

- 3.1.1 Upon acceptance of its quotation the successful Supplier shall enter into a contract agreement with SANRAL by completing and signing the Form of Contract Agreement.

3.2 DEFINITIONS

- 3.2.1 In the Agreement (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise:
- 3.2.1.1 "Agreement" shall mean this agreement including all annexures and appendices thereto and any written supplementary agreements which may be validly concluded between the parties thereto.
- 3.2.1.2 "Contractor" means the person or persons, partnership, company, or firm whose quotation has been accepted for the execution of the contract work as specified in this contract and includes the Contractor's legally appointed representatives, heirs, successors, assignees, executors, administrators, trustees or sureties of such person, persons, partnership, company or firm.
- 3.2.1.3 "SANRAL" means The South African National Roads Agency (SOC) Limited instituted in terms of the South African National Roads Agency Limited and National Roads Act (Act No 7 of 1998) or a person delegated by the South African National Roads Agency Limited to act on its behalf.
- 3.2.1.4 "Site" shall refer to one of the 5 SANRAL offices located in Cape Town, Pretoria (2), Port Elizabeth and Pietermaritzburg.
- 3.2.1.5 "Works", "Supply Contract", or "Contract" shall mean the works described and specified in the Agreement.
- 3.2.2 All references to days shall mean days of 24 (twenty-four) hours duration commencing at midnight (00.00) and which shall include non-working days unless otherwise stated.
- 3.2.3 The headings of clauses in the Agreement are for reference purposes only and shall not be taken into account in construing the context thereof.
- 3.2.4 In the Agreement unless inconsistent with the context, the words "notice", "notify", "notification", "certification" and "issue" shall connote an act to be carried out in writing.
- 3.2.5 In the Agreement, unless inconsistent with the context, the masculine includes the other gender, the singular includes the plural and vice versa, and persons shall include bodies corporate.
- 3.2.6 Any document or notice sent by a party in terms of the Agreement by prepaid registered post addressed to the other party at his domicilium citandi et executandi shall be deemed to have reached the other party within 7 (seven) days from date of posting.
- 3.2.7
- 3.2.8 The Agreement constitutes the whole agreement between the parties and no variation, amendment or addition to any of the terms and conditions shall have any force or effect unless reduced to writing and signed by both the parties.
- 3.2.9 The law applicable to this agreement is the law of the Republic of South Africa.
- 3.2.10 The quotation document has been drafted in English, which language shall apply to this Agreement.

3.3 GENERAL

- 3.3.1 The supplier holds harmless and indemnifies SANRAL from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform obligations or to fulfil liabilities and, without

limiting the generality of the foregoing, the Contractor holds harmless and indemnifies SANRAL from and against:

- 3.3.2 Materials, faulty workmanship or failure of the goods if and where the goods were manufactured and/or supplied by the supplier.
- 3.3.3 Any claims from the aforesaid.

3.4 WARRANTIES AND REPRESENTATIONS

3.4.1 The Supplier warrants and represents that:

- 3.4.1.1 the Supplier has full capacity and authority and all necessary licences, permits and consents (including but not limited to, where its circumstances and procedures so require, the consent of its Parent Company) to enter into and to perform this Agreement;
- 3.4.1.2 this Agreement is executed by a duly authorised representative of the Supplier;
- 3.4.1.3 the provision of the Services and SANRAL's use thereof shall not infringe on any Intellectual Property Rights of any third party and indemnifies SANRAL in respect of any claim arising out of SANRAL's use thereof;
- 3.4.1.4 the product supplied satisfy the Specifications and Performance Criteria and all components and Equipment supplied shall operate in accordance with their technical specifications;
- 3.4.1.5 all equipment supplied is new and unused;
- 3.4.1.6 all statements and representations made to SANRAL are, to the best of its knowledge, information and belief, true and accurate and that it will advise SANRAL of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading.

3.5 LIMITATION OF LIABILITY

- 3.5.1 Each party hereby indemnifies the other party against any loss or damages of whatsoever nature arising out of the use of the product.
 - 3.5.1.1 provided that neither party shall be responsible for consequential damages of whatsoever nature and howsoever arising; and
- 3.5.2 The limitations and exclusions of liability in clause 3.5 do not apply to and shall not in any way limit or exclude any claims based on the death or injury suffered by any individual.

3.6 ASSIGNMENT AND SUBLETTING

- 3.6.1 The supplier shall not cede or delegate his rights or obligations in respect of the whole or any part of this Agreement.
- 3.6.2 The supplier shall not sublet the whole or any part of the Works without the prior written consent of SANRAL.

3.7 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 3.7.1 The supplier shall indemnify SANRAL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and Agency scale), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the supplier to SANRAL.

- 3.7.2 The supplier shall promptly notify SANRAL if any claim or demand is made or action brought against the supplier for infringement or alleged infringement of any Intellectual Property Right.

3.8 TERMINATION RIGHTS

- 3.8.1 Notwithstanding anything else contained herein, this Contract may be terminated:

- 3.8.1.1 by the supplier forthwith on giving notice in writing to SANRAL, if SANRAL shall fail to pay any sum due under the terms of this Contract (otherwise than as a consequence of any Default on the part of the supplier) and such sum remains unpaid for 14 (fourteen) calendar days after written notice from the supplier that such sum has not been paid (such notice to contain a warning of the supplier's intention to terminate); or
- 3.8.1.2 by either party forthwith on giving notice in writing to the other if the other commits any breach of any term or condition of this Contract.
- 3.8.1.3 by either party forthwith on giving notice in writing to the other if the other party shall have a receiver or Administrator appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or
- 3.8.2 Termination in accordance with this Clause 3.8 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 3.8.3 This Contract may be cancelled by SANRAL, after giving 7 (seven) calendar days' notice in writing to the supplier, if in his opinion the supplier:
- 3.8.3.1 has abandoned the Contract, or
- 3.8.3.2 without reasonable excuse has failed to commence the works, or failed to supply the goods required has failed to proceed with the works with due diligence, or
- 3.8.4 has, to the detriment of good workmanship or in defiance of SANRAL's instructions to the contrary, sublet any part of the Contract, or
- 3.8.5 anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of SANRAL a gratuity or reward or commission, or
- 3.8.6 furnished inaccurate information in his tender, inter alia as regards his previous experience or the equipment at his disposal for the works, or any other important information.

3.9 CONSEQUENCES OF TERMINATION

- 3.9.1 In the event that this Contract is terminated as provided for herein:

- 3.9.1.1 the supplier shall repay forthwith to SANRAL all monies with interest paid up to and including such date of termination other than monies in respect of any works or part thereof properly performed in accordance with the Contract;

3.10 CONFIDENTIALITY

- 3.10.1 SANRAL:

- 3.10.1.1 shall treat as confidential all Material & Information obtained from the supplier, and
- 3.10.1.2 shall not subject to Clause 3.10.5 disclose to any third party without the prior written consent of the Contractor any Material & Information obtained from the supplier.

- 3.10.2 The provisions of Clauses and 3.10.1 shall not apply to any Material & Information which:
- 3.10.2.1 is or becomes public knowledge other than by breach of this Clause 3.10; or
 - 3.10.2.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - 3.10.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 3.10.2.4 is independently developed without access to the Material & Information.

3.11 PUBLICITY

- 3.11.1 Neither party shall use the name or any other material and Information of the other in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party.
- 3.11.2 Both parties shall take all reasonable steps to ensure the observance of the provisions of this Clause 3.11 by all their employees, agents, Sub-Contractors, and Service Providers.
- 3.11.3 Notwithstanding the provisions of Clause 3.11.1 above, SANRAL shall be entitled to publicise the Agreement in accordance with any legal or quasi-legal obligation upon SANRAL.

3.12 GIFTS AND PAYMENTS OF COMMISSION

- 3.12.1 The supplier shall not:
 - 3.12.1.1 Offer or give or agree to give any person of SANRAL or Agency any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other Agreement with SANRAL
 - 3.12.1.2 or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor
 - 3.12.1.3 Enter into this Agreement if in connection with it commission has been paid or agreed to be paid to any person of SANRAL or Agency by the supplier or on the supplier's behalf or to the supplier's knowledge,
 - 3.12.1.4 In the event of any breach of Clause 3.11.1 by the supplier or by anyone employed by the supplier or acting on the supplier's behalf in relation to this Agreement or any other contract with SANRAL, SANRAL may summarily terminate this Agreement by notice in writing to the supplier and withhold all payments due to the supplier for completed work.
 - 3.12.1.5 The decision of SANRAL shall be final and conclusive in any dispute, difference or question arising in respect of:
 - 3.12.1.6 The interpretation of this Clause (except insofar as the same may relate to the amount recoverable from the Supplier under Clause 3.12.1.4 in respect of any loss resulting from such termination of this Agreement); and/or
 - 3.12.1.7 The right of SANRAL under Clause 3.11.3 to terminate this Agreement; and/or
 - 3.12.1.8 The amount of value of any such gift, consideration, or commission.
 - 3.12.1.9 In the event that any gift, consideration or commission was solicited by any employee of SANRAL or Agency, this shall immediately be disclosed in writing to SANRAL.

3.13 FORCE MAJEURE

- 3.13.1 For the purpose of this Agreement the expression "Force Majeure" shall mean a cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) acts of God, fire, flood, or any disaster, governmental regulations, war, rebellion or other military action. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect, or failure to take reasonable precautions of the effected party, its employees, agents, Sub-Contractors, or Service Providers.
- 3.13.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume performance of such obligations hereunder for the duration of such Force Majeure event.
- 3.13.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part, it shall forthwith notify the other by the most expeditious method available and shall inform the other of the period which it is estimated that failure or delay shall continue.
- 3.13.4 It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any such contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or subcontract or otherwise as a result of circumstances of Force Majeure.
- 3.13.5 If a party fails to inform the other party of the Force Majeure event concerned as set out in this Clause, then such party shall thereafter not be entitled to refer to or rely on such Force Majeure as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a Force Majeure event is known by both parties or the party is unable to inform the other party due to the Force Majeure event.
- 3.13.6 If the Force Majeure continues for more than 90 (ninety) days, either party shall have the right to terminate this Contract with immediate effect.

3.14 COMMENCEMENT AND PROGRAMME

- 3.14.1 The Contractor shall commence the Works as specified herein and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by SANRAL or be completed beyond the control of the supplier.

3.15 TIME FOR COMPLETION

- 3.15.1 The goods shall be delivered by the date specified herein or such extended time as may be provided for in terms of the Agreement.

3.16 DISPUTE RESOLUTION

- 3.16.1 In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of this agreement, the Representatives will meet forthwith after a request by either Party's Representative to do so, to attempt to settle such dispute or difference, and failing such settlement within a period of 14 days the following provisions shall apply:

- 3.16.1.1 The matter will be referred to the Parties' respective Managing Directors or their nominated authorised representatives. The Parties record that it is their intention that the said Managing Directors or their nominated authorised

representatives will use their best endeavours to settle or resolve the issue in question as expeditiously as possible, but in any event within a period of 14 days of the matter being referred to them;

3.16.1.2 Should the Parties' Managing Directors or their nominated authorised representatives fail to resolve such dispute or difference within the aforesaid period or such longer period as the Parties may agree such dispute or difference shall be finally resolved by arbitration. Such arbitration shall be held in Johannesburg, South Africa unless otherwise agreed between the Parties and shall be held in a summary manner with a view to it being completed as soon as possible.

3.16.2 There shall be one arbitrator who shall be, if the question in issue is:

3.16.2.1 Primarily an accounting matter, an independent chartered accountant with no fewer than 10 (ten) years' experience as a chartered accountant.

3.16.2.2 Primarily a legal matter, a practising Senior Counsel or, alternatively, a practising attorney with no fewer than 10 (ten) years' experience as an attorney.

3.16.2.3 Primarily a technical matter, a suitably qualified person; and

3.16.2.4 Any other matter, a suitably qualified person.

3.16.3 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement between them within a period of 14 (fourteen) days after the arbitration has been demanded, either of the Parties shall be entitled to request the Chairman for the time being of the Arbitration Foundation of Southern Africa to make the appointment who, in making his appointment, shall have regard to the nature of the dispute.

3.16.4 Subject to the other provisions of this clause, each arbitration shall be held in accordance with the Rules of the Arbitration Foundation of Southern Africa, save where the Parties agree otherwise in writing.

3.16.5 The arbitrator shall be obliged to give in writing the reasons for any decision made by him in the course of the arbitration.

3.16.6 The Parties agree that any interim or final award by an arbitrator in terms of this clause 3.16 shall be final and binding on the Parties and may be made an order of any court of competent jurisdiction in accordance with the provisions of clause 34. Each of the Parties hereby submits itself to the jurisdiction of the Witwatersrand Local Division of the High Court of South Africa should the other Party wish to make such a decision of the arbitrator an order of that Court. The provisions of this clause shall survive any termination of this Agreement.

3.16.7 Nothing in this clause shall preclude either Party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause. Each of the Parties hereby submits itself to the jurisdiction of the Witwatersrand Local Division of the High Court of South Africa for this purpose; provided that the Party seeking interim relief may approach any other competent Court having jurisdiction in order to obtain interim relief.

3.16.8 For the purpose of Clauses above the parties that choose as their domicilia citandi et executandi for all purposes arising out or in connection with this Agreement the following addresses:

3.16.8.1 For SANRAL:

The South African National Roads Agency Limited

PHYSICAL
48 Tamboe Ave
Val de Grace
0184

POSTAL
PO Box 415
Pretoria
0001
South Africa

Marked for the attention of:
.....
Telephone.....; Facsimile.....

3.16.8.2 For the Contractor:

Service Provider Name

PHYSICAL POSTAL

.....

.....

.....

.....

Marked for the attention of:

Telephone; Facsimile

3.16.9 Either party may change its domicilium citandi et executandi as referred to in Clause 3.16.8 to another physical address within the Republic of South Africa by notice as provided in this Clause.

4. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal, unlawful, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, SANRAL and the Contractor shall agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by mutual agreement by way of variation of the Agreement.

4.1 SUCCESSION

1.1.1 This Agreement shall be binding on the successors in title, assignees, administrators, executors, and heirs of either party.

4.2 GOVERNING LAW

1.1.2 This Agreement will be governed in all respects by and will be construed in accordance with the laws of the Republic of South Africa.