

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

REQUEST FOR TENDER [RFT] No SANRAL HO 1005/68110/2026/ProvSurvey/01

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.

ISSUE DATE:	11 March 2026
BRIEFING SESSION DATE:	20 March 2026 @ 10H00 am
CLOSING DATE:	01 April 2026
CLOSING TIME:	11:00 AM

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

BID NUMBER:	SANRAL HO 1005/68110/2026/ ProvSURVEY /01	ISSUE DATE:	11 March 2026	CLOSING DATE:	01 April 2026	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.						
VALIDITY PERIOD	90 working days including the first day and including the last day.						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	ProcurementHO14@sanral.co.za						
TELEPHONE NUMBER	N/A						
E-MAIL ADDRESS	ProcurementHO14@sanral.co.za						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRA L SUPPLI ER DATABA SE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?						<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO							
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO							

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐

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 1.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

1.1 Submission of bid

The RFT submissions will close at **11h00 am** on Wednesday, **01 April 2026** 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:

SANRAL: Central Operations Centre (COC)

36 Assegai Wood Road

Rooihuiskraal,

Centurion

Tender Box location: Reception Area

- 1.1.1** Bidders **must submit one original plus one hard copy and electronic copy (e.g. on compact disk or memory stick)**. Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The 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 working days calculated from the last scheduled closing date ("validity period"). During the validity period or any extensions to the validity period, bid prices shall remain firm save only for cost variations as are measurable by the permissible contract price adjustments as set out elsewhere in this document.
- 1.1.3** No telegraphic, e-mailed or faxed bids will be accepted.
- 1.1.5** Properly motivated alternatives may be submitted but will only be considered **if a compliant offer has been submitted**. The alternative shall be approached and priced to the same detail as required by this RFT.
- 1.1.6** Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by Sanral. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which Sanral may rely upon in the selection of a preferred Bidder.
- 1.1.7** Bidders must ensure that their bids contain all documents as specified in this 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 or fax only** using the contact information stated in the SBD 1 Form.

Addendum and 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 Formal Briefing

A compulsory briefing session will be conducted via a virtual platform on Friday **20 March 2026, at 10H00 am** where the project will be presented. Any tender queries must be emailed to the SANRAL contact person indicated in SBD 1 Form. meeting. No bids will be accepted from bidders who did not attend the compulsory briefing meeting. Any bidder arriving late at the briefing meeting will not be permitted to attend the briefing meeting

Compulsory Briefing Session

LINK FOR BRIEFING: Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/35562486919271?p=GVKs2CHk8Tmt96Ls2g>

Meeting ID: 355 624 869 192 71

Passcode: YQ3og6W6

1.1 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.

1.2 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.

1.3 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.

1.4 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. 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.

1.5 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 being project specific) 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.

In the case of a Joint Venture, Lead Bidder must hold not less than 51% share in the JV.

1.6 Legal Compliance

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

1.7 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 Quotation 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 Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation 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 quotation 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.
- ***If there are any queries during the Bid process and any other period after the Bid closure, Bidders are advised to forward the queries to the email address indicated in SBD1 form. If no responses are received, Bidders are requested to send the follow up email to scmcomplaints@sanral.co.za.***

1.8 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.

1.9 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.

1.10 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 quotations 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

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.

1.11 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.

1.12 Eligibility and Evaluation of tenders

Provincial packages will be awarded to the highest scoring bidder in terms of price and preference score up to the maximum number of 3 provinces based on the limitations mentioned below in a manner that provides the best value for SANRAL.

Provincial Packages

In order to be eligible to be awarded more than 1 provincial package, the tenderer must supply separate key resources teams for the number of provincial packages the tenderer want to be evaluated for award. The number of packages awarded will be limited to a maximum of 3 provinces per tenderer. If the tenderer wants to be awarded a maximum number of 3 provincial packages, then the tenderer must provide 3 separate key resource teams for evaluation. Tenderers will only be considered for award for the number of key resources teams that meet the specified criteria up to a maximum of 3.

If a tenderer has been awarded the national tender for tender SANRAL HO 1005/68110/2025/01 for the provision of Property Acquisition and Land Identification Services, then the key resources on the national tender may not be shared / the same as those under the provincial contract. Key personnel resources, survey equipment, vehicles, etc may not be shared between any of the provincial package as each must be able to operate separately so that key resources are always available.

A tenderer may choose to bid on all available provincial survey packages or may choose to only bid on a selection of packages. Packages that are not priced (where the price is equal to R0 (Zero rands) will be considered to have not been Bid on and will not be considered for award to a tenderer.

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

TIP-OFFS ANONYMOUS:

0800 204 558

SECTION 3

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The purpose of the contract for the provision of Property Acquisition and land identification Services.

2 EXECUTIVE OVERVIEW

Sanral seek to appoint a Service Provider for the provision of survey services to enable the Employer to fulfil its mandate in terms of survey, both legal and other surveys in the acquisition of new property for road reserves, and where applicable, rights in property to be able to establish new road infrastructure or improve and widen existing road infrastructure as well as engineering surveys. A further purpose is to effect sub-divisional surveys of properties outside of roads that were either obtained by the Employer and its predecessors or by other governmental entities before it became a requirement to transfer land and to ensure an up-to-date Asset Register for SANRAL.

Interested experienced parties are to provide a full range of Survey Services under any one provincial package or combination of packages subject to 1.12. The services to be provided can broadly be categorised as follows:

1. Survey Related Legal and Other Services
2. Drafting, Maintaining and Updating Documentation
3. Safety Administration
4. Information Sourcing
5. Cadastral Work
6. Legal Aspects of Beacons
7. Staking of Road Reserve Beacons
8. Linking of SG Diagrams and Spatial Data
9. Non-Cadastral Surveys
10. Road Reserve Fence Bending Point Surveys
11. Permanent and Other Survey Control Points
12. Monitoring Surveys
13. Aerial and Drone Surveys
14. Additional Services
15. Audit Surveys
16. Extracting Site Surveys from Spliced Data Sets
17. Splicing Ground Surveys into Lidar Data
18. Jurisdiction Line Feature
19. Service Audit Surveys
20. Road Reserve Boundary Determination
21. Ground Penetrating Radar Surveys
22. Special Report and Map Production

3 SCOPE OF REQUIREMENTS

3.1 Nature of Works

The description of the project contained in this section is merely an outline of the services and shall not limit the work to be carried out by the Service Provider under the various contracts (packages). Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the various Bill of Quantities bound in this volume.

The Service Provider shall be required to attend meetings relating to the project.

3.2 Detailed description of the project

The Service Provider will be required to plan its daily business and operations in accordance with the land acquisition programme (LAC) as well as co-ordinate with each Provincial Head and the Service Provider appointed by the Employer for Property Acquisition and Land Identification Services Contract. This programme, which will be updated monthly and will be discussed in monthly meetings between the Service Provider and the Employer or its appointed service provider for the Property Acquisition and Land Identification Services Contract, provides guidance to the Service Provider as well as offers the Employer a method by which the performance of the Service Provider is able to be measured on a regular basis. It is to be included in PIMS, which the acronym for Integrated Transport Information System and which is the computer interface that the Service Provider is required to use to enter data, generate reports, measure progress and coordinate the various aspects of the Service Provider's work. Each user of the interface will be required to register on the system. Guidance in the use of the system is provided in the ITIS guidelines.

The Service Provider shall be required to adhere to the requirements of Occupational Health and Safety legislation and be especially prudent to maintain safety procedures whenever staff travels and works alongside roads doing valuations and surveys. A specialist in the field must be in the employ of the Service Provider.

The Service Provider must note that any erroneous work produced will be required to be corrected at its own cost.

The Service Provider must note that accuracy of data is paramount, and that work must be carried out within the accuracies and tolerances generally accepted by and adhered to by the members of professional bodies which govern the work disciplines to be involved in the contract including that specified in the Specifications and TMH11.

Payments will be made monthly to the Service Provider upon the presentation of detailed monthly certificates, and where indicated in the specifications, must be supported by copies of invoices of actual expenses incurred. Remuneration will be based on the principle of payment being made for all work done to date, less all previous payments. This method is entirely "self-healing" in the sense that any inaccuracies of measurement are automatically corrected in later claims, without the need for credits and debits to be made, which complicate accounting.

Unless otherwise indicated in the specifications, travelling time is not paid for, but travel and subsistence costs will be paid for.

The Service Provider's attention is drawn to the numerous Acts and Regulations that apply to the various disciplines of work to be carried out. In addition, it must be noted that the Employer is a

State owned enterprise that operates as a Proprietary Limited Company, and as a result is governed by such legislation as the Treasury Regulations, the Preferential Procurement Act and others more fully described in the Specifications, or which may be applicable without reference to them in the Specifications.

The Service Provider shall be required to develop and implement documented procedures as part of its Quality Management system for the approval of the Employer. When approved, these documents shall be deemed to have become part of the Specifications and shall form part of the obligations of the Service Provider. Whilst ITIS is a system that maintains certain checks and balances and is approved of and regarded by the Auditor-General as the definitive record of the Employer's land portfolio, the Service Provider shall maintain adequate skills, training levels, quality management procedures and information technology resources to ensure that by the time data is entered into ITIS, it is of such a quality that it will withstand any enquiry into its reliability as a source of accurate information. The Employer retains the right, at any time, to require of the Service Provider to produce its quality management procedures to provide evidence of its diligence with regard to quality management. In order to be able to deal with audit queries, the Service Provider shall provide the Employer with copies of its quality management system and shall accept that these documents may be used verbatim, or in an adapted form to further enhance the specifications of future contracts.

The Service Provider shall maintain a risk register for the purposes of mitigating any risks identified to potentially affect the business of the Service Provider and that of the Employer.

The Service Provider shall be required to produce regular reports and summaries of work planned, work in progress and work completed. Although most of these reports will be able to be generated by the ITIS system, the Service Provider will be required to produce other reports, such as financial reports and reports of actions taken during the carrying out of its duties from its own records, and make data transfers to the Employer. The Service Provider will also be required to ensure that its planning correlates with the priorities of the Employer as well as the priorities set out by the Provincial Heads and the Service Provider appointed for Property Acquisition and Land Identification Services.

The Service Provider shall be required to manage and fully coordinate the functions performed by the Service Provider in the provision of the survey services envisaged in this contract, to ensure that programmes and workflow are carried out smoothly, that there are no discrepancies in reporting, and that the data entered into the ITIS system is consistent, accurate, valid and verified.

All data collected by the Service Provider belongs to the Employer and shall not be disclosed to third parties without the knowledge and permission of the Employer and may not be used to place the Service Provider in any position of advantage during or after the termination of the contract. Any transgression of this requirement may be adequate reason for the Employer to terminate the contract.

The Service Provider shall be required to maintain high ethical and professional standards in the carrying out of its duties, actively combat any form of fraud or corruption and shall avoid placing the Employer in any embarrassing or untenable position. The Service Provider shall pursue the objectives of creating fair competition in the survey sector, always strive to obtain fair value for money and efficiency and observe the highest levels of corporate governance.

Day to day administration, staffing, offices, office equipment, profit, survey equipment etc, are not measured and paid for separately, as these costs are deemed to be covered by the rates tendered.

The Service Provider must note that certain targets are set in the Specifications for work that must be carried out by subcontractors of the Service Provider. The purpose of these targets is twofold, firstly to provide the Service Provider with a known quantity of work that will keep its employees fully occupied and which will enable peaks in workload to be performed by others and, secondly, to provide for transformation and the engaging of black enterprises and individuals that would otherwise have insufficient resources to tender for and perform the whole of the works. This will require of the Tenderer to sub-contract 30% of all survey services as a minimum. , The Tenderer will also be obliged to perform mentoring and training to enable staff of the Tenderer or its sub-contractors to obtain Professional Status. An overall percentage of a minimum of 30% of subcontracting must be adhered to.

The service provider will be required to provide training, mentoring, quality management and experiential training management as part of its duties under the contract. An important feature of the contract is the management of the improvement of construction site surveying and providing an environment for especially surveying graduates to gain the necessary experience to allow them to register as professionals. The Service Provider is also required to prepare training material and deliver training courses for the various purposes described in the specifications.

A period will follow during which the contractor conducts its business under probation, as described in the Agreement.

Once the Contractor has successfully completed its probationary period, it will be required to fully provide the services described and specified until three months before the termination of the contract.

Within the last three months of the contract, the Service Provider will be required to wind down its operations in accordance with a pre-programmed plan and hand over the services rendered to a new Service Provider that will be appointed after a further tendering process.

Certain registers aimed at tracking the flow of documentation between the Employer and Service Provider must be kept up to date.

Provision is made for the reimbursement of travel and subsistence expenses incurred in the course of carrying out the duties of the Service Provider.

Annual and monthly budgeting and financial record keeping, and control requirements must be adhered to at all times.

Penalties will be imposed on the Service Provider for a variety of failures to conduct its business to the satisfaction of the Employer.

23. Requirements in respect of the use of ITIS

The repository of all property related data shall be the Employer's computer database, accessed through the ITIS interface. The Service Provider shall be furnished, at no cost, with adequate licensed software to enable it to enter data into the Employer's database (Oracle, with spatial cartridge), view it graphically through the GIS system (at present, GeoMedia) and to record documentation into the Employer's document management system (EDMS).

Data is displayed by means of a GIS, which is the best way of identifying data that is spatially incorrect and provides scope for a variety of facilities for viewing data graphically, or in tabular form.

The system is capable of producing numerous reports which have been coded into the system. It is possible for the Service Provider to have other reports suited to its particular needs

programmed into ITIS. Requests for new reports must be discussed with the Employer, who, in its sole discretion, may accede to or refuse any request for a new report.

The Service Provider must note that ITIS shall be available at least 95% of time between 08h00 and 17h00, Monday to Friday and that any problems with the system will be dealt with as soon as is possible by the Employer. Although attention to problems cannot be guaranteed after hours, access to the system will still be possible. The Service Provider shall note that downtime shall only be measured from the time at which any problems are reported to the Employer.

Although ITIS is by no means failproof and will not warn the user of erroneous input in respect of all data, it includes a variety of quality management features that will alert the Service Provider of data that does not meet with data tests defined by the Employer. Quality management, accuracy and quality control shall always remain the ultimate responsibility of the Service Provider.

Upon commencement of the contract, the Service Provider shall be required to attend training on the use of ITIS and familiarise itself with the data that is contained on the database behind the ITIS interface.

The Employer has developed a comprehensive information management tool called ITIS (Integrated Transportation Information System) to address all facets of its strategic and tactical planning, design, construction and maintenance of the entire road network. This provides support for the management tasks of the Employer and to allow the personnel to make technical decisions more quickly and efficiently.

ITIS is an integrated approach to the sharing and inter-relating of technical performance information for the Employer and relies on people following procedures to populate the system with data. ITIS currently consist of the following platforms:

24. **ITIS Web** – Web enabled portal providing online access to various functions, workflows and reports.
25. **ITIS Desktop** – Offline data capture tool enabling the capture of information offline, validation and then synchronisation of data with the ITIS database.
26. **ITIS Mobile** – Application (Android 6 or later) that allows the in-field capture of information using a smart phone or tablet (must have camera and GPS), validation and then synchronisation of data with the ITIS database.

The Employer has several ITIS modules running on any of the above ITIS platforms which affect the Service Provider, who will need to use these modules to perform certain procedures and to provide required information. The current modules applicable to property and their description are as follows:

27. The preparation and submission of drawings,
28. The land Information desktop user guide,
29. The land Information web user guide,
30. Specifications for the land module,
31. Land register user manual.

The Employer is implementing SAP, which may result in new user interfaces being created, and new requirements for the submission of data being required. The Service Provider may be required to assist the Employer to develop these features and will be paid for its time doing so at the tendered rates.

SECTION 4

CRITERIA AND RETURNABLE DOCUMENTS

4.1 STEP ONE: Test for Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	
• Bid received before closing date and Time	
• Bidder has completed SECTION 1: SBD1 Form	
• Bidder has submitted a signed completed Priced Offer	
• Bidder has attended Compulsory Briefing Session	
• The lead bidder or Bidder must be registered in line with geomatic profession Act as a Land Surveyor.	A valid Letter of Good standing must be provided.

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 65 points for Technical Criteria

The test for the Technical and Functional threshold will include the scoring key staff based on the experience, professional registration types as well as the availability of key staff.

The Functionality evaluation scoring matrix is as follows:

DESCRIPTION OF FUNCTIONALITY CRITERIA	Points
Key Persons Key persons shall be used to calculate the technical experience and managerial ability score. Except where indicated otherwise, the tenderer may propose the same candidate for more than 1 (one) position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate Returnable Schedules for each position must be completed. Each proposed candidate shall complete the relevant B3 to B10 forms included in the Returnable Schedules for each province you are tendering for. When a proposed candidate for any position is not in the permanent employ of the tenderer but a contracted person, this must be indicated on form B2 and a signed letter of consent from the candidate must be submitted with the relevant B-forms. The Survey Manager must be in the permanent employment of the company, or one of the JV partners.	
Survey Manager; - Registered Professional Land Surveyor at SAGC years' experience must be post registration as professional – see Forms B4	30
Land surveyor with more than 15 years' experience	30
Land surveyor with more than 10 years' up to 15 years of experience	25
Land surveyor with 5 years, up to 10 years of experience	20
Land surveyor with less than 5 years' experience	10
Deputy survey manager; - Cadastral work: Registered Professional Land Surveyor years' experience must be post registration as professional – see Forms B5	20

Land surveyor with more than 15 years' experience	20	
Land surveyor with more than 8 years' up to 15 years of experience	18	
Land surveyor with 5 years, up to 8 years of experience	15	
Land surveyor with less than 5 years' experience	10	
Deputy survey manager; - Engineering / topographical work: Registered Engineering Surveyor (or Professional Land Surveyor) -years' experience must be post registration. - see Forms B6		20
Professional Engineering surveyor with more than 10 years' experience	20	
Professional Engineering surveyor with more than 8 years' up to 15 years of experience	18	
Professional Engineering surveyor with 5 years, up to 10 years of experience	15	
Professional engineering surveyor with less than 5 years' experience	10	
Additional surveyor 1 - with a minimum of 3 years' experience after registration - - see Forms B7		10
Professional Land surveyor	10	
Professional Engineering surveyor	6	
Registered Engineering Surveyor	4	
Financial manager – registered with CASA, SAIPA, CIMA or equivalent Charter – see Forms B8		10
Financial manager with more than 10 years of experience	10	
Financial manager with more than 5 years' up to 10 years of experience	7	
Financial manager with 3 years, up to 5 years of experience	4	
Financial Manager with less than 3 years of experience	1	
IT manager, - — see Forms B9		10
IT professional or with more than 10 years' equivalent experience	10	
IT professional - with more than 5 years' up to 10 Years of experience	6	
IT professional with less than 5 years of experience	4	
Total Points		100

The minimum number of evaluation points for quality evaluation criteria is not less than **65 points**. The tenderer/s that meet the minimum points will be evaluated further in terms of price and preference points as stated.

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

4.3 STEP THREE: Evaluation and Final Weighted Scoring

a) Price and Specific Goal

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

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

4.4 STEP FOUR: Post Tender Negotiations (if applicable)

- 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).

4.5 STEP FIVE: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation 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), as required per National Treasury Instruction Note 01 of 2015/2016. **[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.

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

The tenderer must complete the following returnable documents:

FORM	LIST OF RETURNABLE DOCUMENTS	STATUS
INVITATION TO BID	SBD 1 FORM	
FORM A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)	
FORM A4:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A6	CERTIFICATE OF FRONTING PRACTICES	
FORM A7	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A8:	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM A9:	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A10:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A11 (SBD4):	BIDDER'S DISCLOSURE	
FORM A12 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A13:	POPIA	
FORM A14:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A15:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A16:	REGISTRATION WITH CIDB	
FORM A17:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A18:	SPECIFIC GOALS POINTS CLAIM FORM	
FORM A19 (SBD6.2):	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	

FORM A20:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	ORGANISATIONAL STRUCTURE	
FORM B3	KEY PERSONEL CONTRIBUTING TO CONTRACT	
FORM B4	SURVEY MANAGER	
FORM B5	DEPUTY SURVEY MANAGER CADASTRAL	
FORM B6	DEPUTY SURVEY MANAGER ENGINEERING	
FORM B7	ADDITIONAL SURVEYOR 1	
FORM B8	FINANCIAL MANAGER	
FORM B9	IT MANAGER	
FORM B10	FORM OF OFFER AND ACCEPTANCE	
FORM B11	FORM OF ACCEPTANCE	
FORM B12	APPENDIX TO FORM OF ACCEPTANCE	

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 A3: JOINT VENTURE AGREEMENT

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

Tenderer:

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

Lead Bidder shall have Majority share certificate.

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

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

Tenderer:.....

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

Notes to tenderer:

- 1. The signatory for the tenderer (as per Form A2) shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.**
- 2. In the event that the tenderer is a Joint Venture, a declaration is required from each member of the Joint Venture.**

I, the undersigned, declare that:

- (i) the tenderer or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

.....
.....
.....
.....

- (ii) the tenderer and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises SANRAL to set off any debts agreed to which is due and payable by the tenderer or any of its Directors/Members in terms of this declaration against any moneys due to the tenderer or any of its Directors/Members.

- (iii) to the best of my knowledge the above information is true and accurate.

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

.....
SIGNATURE

The deponent having:

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

.....
COMMISSIONER OF OATHS

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

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

Tenderer:.....

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

Notes to Tenderer:

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

with registration number 1998/009584/30.

xii. "Senior Management" means the Executive Committee or its individual members.

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

Prominent Influential Persons (PIP's) Reporting Form

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

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

Reporting Person/s:

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

DECLARATION / UNDERTAKING BY THE TENDERER

I, the undersigned,
 declare that:

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

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

FORM A6: CERTIFICATE OF FRONTING PRACTICES**Fronting Practices**

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

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

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

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

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

Responsibility to Report Fronting

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

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;

•	The enterprise displays evidence of circumvention or attempted circumvention;
•	An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
•	An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
•	An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned,

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

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

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

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

Tenderer:.....

FORM A7: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

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

Name of Service Provider:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

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

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

Tenderer:.....

FORM A8: DECLARATION OF TENDERER'S LITIGATION HISTORY**Note to tenderer:**

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

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

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

Tenderer:.....

FORM A9: CERTIFICATES OF TAX COMPLIANCE

The Tenderer shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC
Limited (SANRAL) our tax compliance status.

For this purpose our unique security personal identification number (PIN) is

In the event of a joint venture each member shall comply with the above requirements.

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

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

Tenderer:.....

FORM A10: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

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

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

Tenderer:.....

FORM A11: BIDDER'S DISCLOSURE SBD4**Notes to tenderer:**

- i. Definitions:
 - a) "State" means:
 - any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
 - any Municipality of Municipal Entity;
 - Provincial Legislature;
 - National Assembly or the National Council of Provinces; or
 - Parliament.
 - b) "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- ii. In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.
- iii. If the Form is omitted or blank; or if the tenderer found to have failed to declare conflict or declare false information, The tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated and tenderer will be ultimately restricted from doing business with the State.

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- a. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed

by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

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

YES/NO

If so, furnish particulars:

.....

DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding 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.

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.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE BE FALSE.

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

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

Tenderer:

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

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

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

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

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

FORM 13: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Sanral will process all information by the 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:

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

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

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

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

Tenderer:.....

FORM A14: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

Notes to tenderer

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

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

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

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

.....

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

Tenderer:.....

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

Notes to tenderer:

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

4.1	Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? 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. 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.	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If Yes, furnish particulars:		

CERTIFICATION

I, the undersigned,

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

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

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

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

Tenderer:.....

FORM A16: REGISTRATION WITH CIDB (Not Applicable for this tender)

The tenderer shall provide a pdf copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za. Tenderers whose CIDB registration expires within 21 days after close of tender shall attach proof of their application for re-registration (refer to tender data clause C.2.1.1). In the case of a Joint Venture, a pdf copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Complete the following details of his registration with the Construction Industry Development Board.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Registration expiry date:

In the case of a Joint Venture, Lead Bidder must hold not less than 51% share in the JV.

	CIDB Grading	JV Shareholding %
Lead Bidder:		

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

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

Tenderer:.....

FORM A17: CERTIFICATE OF SINGLE TENDER SUBMISSION

Notes to tenderer:

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

DECLARATION

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

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

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

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

Tenderer:.....

FORM 18: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Sanral shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

(a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, Property acquisition and land identification services

unemployment insurance fund contributions and skills development levies;

- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Sanral to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

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

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

- 3.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder

qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 3.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 3.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

4. BID DECLARATION

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

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

- 5.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

- 6.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		

Any QSE		
---------	--	--

7. DECLARATION WITH REGARD TO COMPANY/FIRM

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

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Sanral reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--	--

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

.....

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

.....

Tenderer:.....

.....

FORM A19 (SBD6.2): DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (INCORPORATING SBD6.2)

BID NUMBER SANRAL HO 1005/68110/2026/PROSURYVEY/01 FOR A PERIOD OF FIVE (5) YEARS.

Note to tenderer:

1. This will be a condition of contract.

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule – Form A3.6) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold

2. Does any portion of the services, works or goods offered have any imported content?

YES		NO		Tick applicable box
------------	--	-----------	--	----------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on .

The relevant rates of exchange information is accessible on <https://www.resbank.co.za>.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (NOT APPLICABLE)
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. SANRAL HO 1005/68110/2026/ProSurvey/01 for A PERIOD OF FIVE (5) YEARS

ISSUED BY: South African National Roads Agency SOC Limited

N.B.:

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned (full names),
do hereby declare, in my capacity as
of (name of bidder entity)
the following:

- (a) the facts contained herein are within my own personal knowledge;
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) the local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declarations D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution restricting the tenderer from tendering.

SIGNATURE:

DATE:

WITNESS No. 1:

WITNESS No. 2:

FORM A20: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)**BID NUMBER SANRAL HO 1005/68110/2026/PROSURVEY/01 FOR A PERIOD OF FIVE (5) YEARS.****Note to tenderer:****This will be a condition of contract.**

C1	Tender No.:								
C2	Tender Description:								
C3	Designated Product(s):								
C4	Tender Authority:								
C5	Tendering Entity Name:								
C6	Tender Exchange Rate:	Pula	P	EU	€	GBP	£	OTHER (specify)	

Note: VAT to be excluded from all calculations

Calculation of Local Content								Tender Summary			
Tender Item No's	List of Items	Tender Price Each (Excl. VAT)	Exempted Import Value	Tender Value Net of Exempted Import Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Import Content	Total Imported Content
❖		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
						(C20) Total Tender Value			R		
						(C21) Total Exempt Imported Content			R		
					(C22) Total Tender value net of exempt imported content				R		
					(C23) Total Imported Content						R
					(C24) Total Local Content						R
					(C25) Average Local Content % of tender						%

Signature of tenderer from Annexure B: (SANS 1286.2017) _____

Date: _____

BID NUMBER SANRAL HO 1005/68110/2026/SURVEY 1 FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS. .

ANNEXURE D: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C

ANNEXURE D: INFORMATION REQUIRED FOR TENDER DOCUMENTS - SUPPORTING SCHEDULE TO ANNEXURE C										
(D1)	Tender No.:									Note: VAT to be excluded from all calculations
(D2)	Tender Description:									
(D3)	Designated Product(s):									
(D4)	Tender Authority:									
(D5)	Tendering Entity Name:									
(D6)	Tender Exchange Rate:	Pula	P	EU	€	GBP	£			

A. Exempted imported content				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item No's	Description of imported content	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party											R0

BID NUMBER SANRAL HO 1005/68110/2026/SURVEY GP/01HO 1005/68110/2026/SURVEY GP/01HO 1005/68110/2026/SURVEY GP/01 FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS. .

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

**Signature of tenderer from Annexure B:
(SATS 1286.2011)**

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date: _____

This total must correspond with Annex C - C 23

BID NUMBER SANRAL HO 1005/68110/2026/ProSurvey/01 for A PERIOD OF FIVE (5) YEARS**ANNEXURE E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C**

(E1)	Tender No.:		Note: VAT to be excluded from all calculation
(E2)	Tender Description:		
(E3)	Designated Product(s):		
(E4)	Tender Authority:		
(E5)	Tendering Entity Name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0
(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annexure B:
(SATS 1286:2011)

Date:

FORM B1: SCHEDULE OF WORK EXPERIENCE

SANRAL HO 1005/68110/2026/PROVSURVEY/01

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.

Bidder shall submit list of projects relevant to this tender scope of work. Attach reference letter/s to this form.

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

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

.....

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

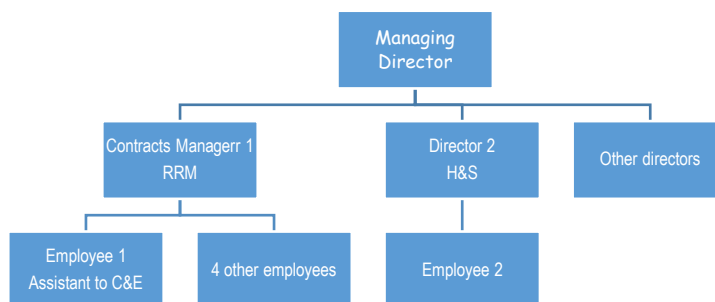
.....

Tenderer:.....

.....

FORM B2: ORGANISATIONAL STRUCTURE**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****Notes to tenderer:**

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure(s). Attach own organogram to this form; do not populate the example diagram below.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key persons within the structure must still be shown. The same person could fill multiple positions.
3. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite offices is required. Do not count offices outside RSA.
5. In the lower table list those who will be involved in priority order of most to least responsibility for the service. Provide details of the key staff and submit the relevant FORM B. The minimum required key person are listed overleaf.
6. The same person may perform multiple roles within a Company; however, the Service Provider's Representative may not occupy the position of another key person.



Head Office: State City/Town. See note 4.	
Other Offices: See note 4	.
Registered Professionals: See note 5	
Estimated Total Employees engaged on project:	
% share in JV agreement: State 100% if no JV	

KEY PERSONS TO BE INCLUDED IN THE ORGANISATIONAL STRUCTURE

1. Survey manager; - Registered Land Surveyor with a minimum of 10 years' experience post registration as professional.
2. Deputy survey manager; - Cadastral work: Registered Land Surveyor with minimum of 10 years' experience post registration as professional.
3. Deputy survey manager; - Engineering / topographical work: Professional Engineering Surveyor (or Professional Land Surveyor) with minimum of 10 years' experience post registration as professional.
4. Additional surveyor 1 - with a minimum of 3 years' experience after registration as professional - do not submit personnel with less than 3 years' experience.
5. Financial manager – registered with CASA, SAIPA, CIMA or equivalent Charter.
6. IT manager, - registered with the Institute of Chartered IT professionals, or proven equivalent - experience as professional.

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

.....

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

.....

Tenderer:.....

.....

FORM B3: KEY PERSONNEL CONTRIBUTION TO CONTRACT**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.**PLEASE PROVIDE THIS FORM FOR EACH
PROVINCE YOU ARE TENDERING FOR

Province:.....

Note to tenderer:

1. Do not include any persons as key personnel if they are not to spend at least 100 working hours monthly on this project.
2. It is to be presumed that a month has 200 working hours.

Name of employee	Position in team	Estimated monthly hours on this contract	Relevant specialist areas of knowledge demonstrating suitability for position
	• Survey Manager		
	• Deputy Survey Manager – Cadastral Work		
	• Deputy Survey Manager – Engineering / Topographical Work		
	• Additional Surveyor 1		
	• Financial Manager		
	• IT Manager		

Maximum number of packages that can be undertaken	No:.....	
Provincial packages that can be undertaken:		Mark with an X
Gauteng		
Limpopo		
Northwest		
Mpumalanga		
Freestate		
Northern Cape		
Eastern Cape		

Western Cape		
Kwazulu Natal		

Notes to tenderer:

1. Indicate the maximum number of provincial packages you can undertake with the listed resources
2. In order to meet the criteria to be awarded a maximum number of 3 provincial packages, the tenderer must supply separate key resources teams for the number of provincial packages the tenderer want to be evaluated on for award (See 3.17 Eligibility and Evaluation of the General Conditions of Contract), subject to the IT Manager and Financial Manager being allowed on more than 1 package.
3. Should this section be left blank it will be deemed that you are able to undertake the maximum number of 3 packages awardable per Tenderer as per 3.17 Eligibility and Evaluation of the General Conditions of Contract.

DECLARATION OF CAPACITY LIMITATIONS

I, (name), acting on behalf of

..... (name of tenderer)

declare that we have the sufficient capacity to complete a maximum of
(words) (..... (numbers)) provincial survey packages

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

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

Tenderer:.....

FORM B4: KEY PERSONNEL EXPERIENCE – SURVEY MANAGER**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

1. The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below.
2. If a professional person, attach proof of registration where applicable. Years of experience must be determined from the date of professional registration.
3. The tenderer must attach a CV which must include details of each of the land invasions and illegal occupations dealt with and explain the role of the key person in each case.

NAME	POSITION IN TEAM	ID NO	HIGHEST QUALIFICATION	PROFESSIONAL REG NO	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	Survey Manager					

Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works) Attach reference letter/s to this form

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

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

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

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

FORM B5: KEY PERSONNEL EXPERIENCE – DEPUTY SURVEY MANAGER – CADASTRAL WORK**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

1. The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below.
2. Proof of registration where applicable must be appended to this form. Years of experience must be determined from the date of professional registration.
3. Attach a CV which must contain details of the lease management experience of the key person, how many leases were managed at one time, and for how long

NAME	POSITION IN TEAM	ID NO	HIGHEST QUALIFICATION	PROFESSIONAL REG NO	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	Deputy Survey Manager : Cadastral					

Experience**(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

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

FORM B6: KEY PERSONNEL EXPERIENCE – DEPUTY SURVEY MANAGER – ENGINEERING / TOPOGRAPHICAL WORK**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

1. The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below.
2. If the person has a qualification, proof must be appended to this form. Years of experience must be determined from the date of qualification.
3. Provide a brief CV which must detail for whom the municipal accounts were managed. Specifically, and especially address the quality criteria and scores covered in item 5.11.9 in the Tender data (the manner in which the tender will be scored for quality)

NAME	POSITION IN TEAM	ID NO	HIGHEST QUALIFICATION	PROFESSIONAL REG NO	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	Deputy Survey Manager : Engineering / Topographical					

Experience**(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

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

FORM B7: KEY PERSONNEL EXPERIENCE – ADDITIONAL SURVEYOR 1**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

- The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below. Proof of registration where applicable must be appended to this form. Years of experience must be determined from the date of professional registration.

NAME	POSITION IN TEAM	ID No	HIGHEST QUALIFICATION	PROFESSIONAL REG No	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	ADDITIONAL SURVEYOR 1					

Experience**(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)**

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

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

.....

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

.....

FORM B8: KEY PERSONNEL EXPERIENCE – FINANCIAL MANAGER**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below. Proof of registration where applicable must be appended to this form. Years of experience must be determined from the date of professional registration.

NAME	POSITION IN TEAM	ID No	HIGHEST QUALIFICATION	PROFESSIONAL REG No	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	FINANCIAL MANAGER					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

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

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

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

FORM B9: KEY PERSONNEL EXPERIENCE – IT MANAGER**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.****PLEASE PROVIDE THIS FORM FOR EACH PROVINCE YOU ARE TENDERING FOR****Province:.....****Note to tenderer:**

The tenderer shall insert details of the key personnel required to be in the employment of the tenderer in order to be considered for award of this contract, in the spaces provided below. Proof of registration where applicable must be appended to this form. Years of experience must be determined from the date of professional registration.

NAME	POSITION IN TEAM	ID No	HIGHEST QUALIFICATION	PROFESSIONAL REG No	REGISTRATION CATEGORY	NO OF YEARS EXPERIENCE
	IT MANAGER					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

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

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

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

FORM B10: FORMS OF OFFER AND ACCEPTANCE

FORM OF OFFER (Incorporating SBD7)

SANRAL HO 1005/68110/2026/PROVSURVEY/01

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS. .

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

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 Service Provider 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 TOTALS OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM THE PRICING SCHEDULE SUMMARY IS

.....
Eastern Cape Province Survey Package: (in words)

(R..... in figures)

Freestate Province Survey Package: (in words)

(R..... in figures)

Gauteng Province Survey Package: (in words)

(R..... in figures)

Kwazulu Natal Province Survey Package: (in words)

(R..... in figures)

Limpopo Province Survey Package:

words)

(in

(R..... in figures)

Mpumalanga Province Survey Package:

words)

(in

(R..... in figures)

Northwest Province Survey Package:

words)

(in

(R..... in figures)

Northern Cape Province Survey Package:

words)

(in

(R..... in figures)

Western Cape Province Survey Package:

words)

(in

(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 B-BBEE contributor status level as per Returnable Schedule Form: Tenderer's B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form D1, the Verification Certificate shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and 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 Service Provider 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 A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

CAPACITY:

Date and minute reference of Board resolution if different from returnable schedule Form A2.1:
Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

.....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

.....

SIGNATURE: DATE:

.....

NAME (IN CAPITALS):

.....

FORM B11: FORM OF ACCEPTANCE (Incorporating SBD7)

SANRAL HO 1005/68110/2026/PROVSURVEY/01

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS. .

(Note to compiler : Form to be printed on SANRAL letterhead)

To *(Name of successful tenderer)*

Dear Sir,

SANRAL HO 1005/68110/2026/PROVSURVEY/01

PROPERTY ACQUISITION AND LAND IDENTIFICATION SERVICES

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the South African National Roads Agency SOC Ltd (the Employer) accepts your *(Note to compiler : select if applicable corrected/corrected)* offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule) for a contract period of months and with a Base date of(28 days prior to the closing date of tender).
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),
Part C2: Pricing Data,
Part C3: Scope of Work and Specifications,
Part C4: Annexures (if any)
4. Deviations and/or qualifications included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
5. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), a proforma of which is attached for your reference, we hereby appoint you to carry out the duties under the contract in terms of the Occupational Health and Safety Act.
6. A SARS compliance check has been done on you and you are found to be (select: "compliant" or "non-compliant"). (Note to compiler: check SARS website for compliance. If not compliant add the following sentence: "Within 7 calendar days of the date of this Form of

Acceptance you shall provide proof that you are TAX compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.”)

7. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
 - (a) Performance Security, a proforma of which is attached for your reference. The 1% calculation shall be based on the accepted contract value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.
 - (b) Proof of insurance in terms of the information provided in the contract data. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
 - (c) Proof that you are registered and in good standing with the compensation fund or with a licensed compensation insurer.
 - (d) A completed Form of Banking Details
 - (e) Proof of registration on the Employer's Project Information Module (ITIS).

Failure to fulfil the obligations (i), (ii) or (iii) above shall constitute a repudiation of this agreement and we may at our discretion apply any rights of remedy including barring you from tendering on any of our future tenders for a period to be determined by us, but not less than twelve (12) months, from the date of tender closure.

8. The effective date of the contract shall be the date of this Form of Acceptance unless you, within four (4) calendar days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
9. The Commencement Date of the Works shall be that on which the hand-over meeting is held, which shall not be later than 28 days following the signature date of this form.
10. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.
11. Mr./Mrs./Ms. act as our agent to fulfil the functions of the project manager in the administration of this contract. Please contact at to make arrangements for the signing of the contract documents and determining of the Commencement Date.

SIGNATURE: DATE:

.....

NAME (IN CAPITALS):

CAPACITY: Provincial Head

EMPLOYER'S NAME AND ADDRESS: **South African National Roads Agency SOC Limited**

.....

.....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

.....

SIGNATURE: DATE:.....

NAME (IN CAPITALS):

AUTHORITY TO ACT: SANRAL's Delegation of Powers 2.4.1.2

Note to compiler: Delegated authority (SANRAL)

FORM B12: APPENDIX TO FORM OF ACCEPTANCE**SANRAL HO 1005/68110/2026/PROVSURVEY/01****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SURVEY SERVICES FOR A PERIOD OF FIVE (5) YEARS.**

Schedule of deviations

1. **The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.**
2. **A tenderer's covering letter shall not be included in the final contract document. Should any such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.**
3. **Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties, becomes an obligation of the contract, shall also be recorded here.**
4. **Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final Contract.**

The deviations listed below constitute agreed deviations/amendments to the tender document negotiated between the tenderer and Employer based on information provided in Form A4: Schedule of Deviations or Qualifications by Tenderer or imposed conditions of award. Addenda issued during the tender period are deemed not to be deviations to the tender.

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the 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 Employer 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.

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

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

.....

Tenderer:.....

.....