

SANRAL

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA
THROUGH BETTER ROADS**

REQUEST FOR PROPOSAL [RFP] No NRA 2024/1308

**FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE
CONSULTING SERVICES FOR THE DEVELOPMENT AND
IMPLEMENTATION OF ENVIRONMENTAL MANAGEMENT SYSTEMS IN
ACCORDANCE WITH ISO14001**

ISSUE DATE:	11 APRIL 2025
BRIEFING SESSION DATE:	17 APRIL 2025 @ 10H00
CLOSING DATE:	2 MAY 2025
CLOSING TIME:	12:00 PM

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

BID NUMBER:	NRA2024/1308	ISSUE DATE:	11/04/2025	CLOSING DATE:	02/05/2025	CLOSING TIME:	12h00
DESCRIPTION	FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO PROVIDE CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF ENVIRONMENTAL MANAGEMENT SYSTEMS IN ACCORDANCE WITH ISO14001						
VALIDITY PERIOD	180 calendar days including the first day and including the last day.						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO							
CONTACT PERSON	Procurement Office						
TELEPHONE NUMBER	N/A						
E-MAIL ADDRESS	ProcurementHO05@sanral.co.za						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?						☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE							

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 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 RFP submissions will close at **12h00** on Friday, **2ND May 2024** and all RFP documentation must be sealed in a clearly marked envelope and placed in the tender box.

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

SANRAL Head Office

48 Tambotie Avenue;

Val de Grace

Pretoria

0184;

GPS Coordinates (25,746454° S, 28,289338° E)

- 1.1.1** Bidders **must submit one original plus one hard copy and electronic copy (e.g. on compact disk or memory stick)**. Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFP envelope must also contain the Bidder's details on the back of the envelope.
- 1.1.2** No bid may be withdrawn after it has been submitted to SANRAL unless the Bidder so requests in writing and such request is received by SANRAL before the scheduled closing date. All bids received by SANRAL on or before the scheduled closing date and time shall be valid and binding for a period of 180 (HUNDRED AND EIGHTY) 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 RFP.
- 1.1.6** Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by SANRAL. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which SANRAL may rely upon in the selection of a preferred Bidder.
- 1.1.7** Bidders must ensure that their bids contain all documents as specified in this RFP.

1.2 Clarification

If a Bidder considers that any of the RFP documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Bidders have any queries regarding this document they may contact SANRAL by **e-mail or fax only** using the contact information stated in the SBD 1 Form.

Enquiries will close at 16h00 on Friday, 25 April 2025. SANRAL will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFP documents shall modify the issued RFP.

1.3 Formal Briefing

A compulsory briefing session will be conducted Virtually on MS Team on the 17 April 2025, at 10H00 for a period of ± 1 hours. Join on your computer, mobile app or room device.

Join: <https://teams.microsoft.com/meet/3396864289818?p=q65lGfp7sJ4UBshKkN>

Meeting ID: 339 686 428 981 8

Passcode: f9FT2E34

Late arrivals (15 Minutes late) will not be allowed to participate in the meeting and their submissions shall be declared non-responsive. A tenderer's representative cannot represent more than one tenderer at the tender briefing meeting.

1.1 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 RFP. Such action will lead to disqualification with no further evaluation of their bid.

1.4 Communication

Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person stated in the SBD 1 Form 5 days before tender closing date. 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 RFP 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 RFP, communicate with the name of delegated individual on any matter relating to its RFP response:

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

1.5 Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such 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 RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to SANRAL.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

1.6 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 RFP and/or its receipt of a Quotation in response to it. Please note that SANRAL reserves the right to:

- modify the RFP'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 RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- 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 not allowed to contact SANRAL employees, consultants or related parties. Bidders must ONLY forward the queries to the email address indicated in SBD1 form. For complaints and escalations, 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. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

1.11 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.

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

TIP-OFFS ANONYMOUS:

0800 204 558

SECTION 3

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The South African National Roads Agency SOC Limited's (SANRAL) core business is the planning, designing, construction, operation, rehabilitation and maintenance of the National Road Network. To achieve this core business SANRAL requires the adoption and implementation of management systems for the efficient and effective running of the business.

2 EXECUTIVE OVERVIEW

SANRAL seek to appoint a Service Provider for the development and implementation of an Environmental Management System in accordance with ISO14001.

3 SCOPE OF WORKS

3.1 GENERAL REQUIREMENTS

3.1.1 Scope

This section covers matters that relate to the project as a whole. Definitions, phrases or wording that would otherwise require repetition in other sections of this document are also covered in this section.

3.1.2 Project Overview

The role expected of the Service Provider covers the complete ambit of the development and implementation of environmental management systems for SANRAL. The goal of the project is to obtain ISO 14001 certification of SANRAL's environmental management system.

The scope of works is given within the context of SANRAL's mandate, which includes, among others the planning, construction, rehabilitation, maintenance, and financing of South Africa's national roads. SANRAL has a staff complement of about 625, distributed between the Head Office and its 4 regional offices soon to be expanded to 9 provincial offices. The staff complement is expected to grow to about 800 with the Organisational Model Review process that is currently underway.

The service provider will among others:

- a) provide awareness training on ISO 14001;
- b) undertake a review and gap analysis of SANRAL's existing environmental management framework and policy, as well as other relevant documentation;
- c) report on shortfalls identified in the gap analysis;
- d) Prepare an implementation plan that provides active guidance and assistance in addressing gaps identified to prepare final certification.
- e) Service provider to perform a pre-certification audit and any further iterations required.
- f) Service provider to procure Independent Auditor to perform the ISO 14001 audit for certification.

Service Provider to submit final Environmental Management System (EMS) Framework for ISO 14001

The service provider should bear in mind when planning and pricing that

- The main environmental aspects and impacts of SANRAL's activities are associated with its core mandate of planning, design, construction, rehabilitation and maintenance of national roads
- SANRAL has a Head Office and 4 regional offices (soon to be expanded to 9 provincial offices), the location of which can be found on the SANRAL website

3.1.3 Project Description

The project is the development and implementation of an Environmental Management System (EMS) for SANRAL, with the aim of obtaining ISO 14001 certification. It is envisaged that the development and implementation of SANRAL's EMS will cover the following:

(a) Project Initiation

Within 5 days of receipt of the Acceptance of Offer, an initial kick off meeting must be held with SANRAL representatives to outline the steps from initiation to EMS Certification. The discussion will include among others:

- Understanding and confirmation of the scope of work;
- expectations in terms of the project roles and responsibilities of both the SANRAL and Service Provider teams;
- information requirements and communication protocols and
- risks and risk management.

The Service Provider is required to keep and share a record of the meeting, clearly noting the agreed way forward prior to proceeding with the next phase.

- The Service Provider is expected to manage the project including:
- Scheduling of progress meetings and reporting as required to the SANRAL EMS Team. The Service Provider shall also keep and disseminate records of progress
- Identify and manage risks to project delivery
- Monthly data capture into SANRAL's Integrated Transportation Information System (ITIS). The ITIS public user registration procedure is explained in the document as attached in Annexure A
- Close out meeting and a handover report on completion of the project.

In addition, the Service Provider is required to **provide 6 hard copies of the ISO standard**, as well as an **electronic version for multiple users across the 10 offices**.

(b) Initial Review/Gap Assessment

This section covers the initial review stage which precedes any design development. Within 3 days of the initial kick off meeting, the Service Provider shall commence with an initial review and a Gap Assessment of the existing approach to environmental management and associated documentation and to recommend measures to bridge the gaps. This will include the following:

- a review of existing information, including SANRAL's Environmental Sustainability Framework, Environmental Policy; legal requirements; relevant processes, and procedures; aspects and impacts as well as existing management practices and controls, including training programs.
- A Gap Analysis of the existing systems and processes in line with ISO 14001 system requirements
- Defining and documenting the appropriate scope of the EMS, in collaboration with the SANRAL team

A Review/Gap Analysis report shall be submitted, with recommendations for measures to bridge the gap between the current and the required system for SANRAL to achieve ISO 14001 certification.

The Service Provider should prepare a specific EMS implementation plan with a time schedule for SANRAL approval. The plan shall be submitted within 5 days of submitting the Gap Analysis Report and must describe in detail what key actions are needed, outline resource requirements and responsibilities, and indicate associated timelines. It shall also consider roles and responsibilities as well as input by the SANRAL EMS Team.

The Service Provider shall provide awareness training, assist the organisation to develop the EMS structure, to set appropriate environmental objectives and targets and to develop required operational controls and procedures, among others. These must also be reflected in the programme.

(c) ISO 14001 System Requirements Awareness training

The service provider must provide EMS Awareness training to SANRAL employees. The Training must cover the following:

- An overview of the purpose and requirements of ISO 14001 as a tool for the management of environmental aspects and impacts
- System requirements and legislative framework relevant to an EMS

- Provision of training material with specific reference to SANRAL road construction and maintenance activities. The costs for the preparation and dissemination of the training material must be incorporated into the tendered rates.

The employee sessions will be held physically at all SANRAL offices. The Service Provider must provide separate physical sessions for Senior Management.

(d) Development and Implementation of the Environmental Management System

The Service Provider must design, develop required documentation, and highlight applicable records and (any) communication requirements.

The Service Provider must thus design and develop the EMS Framework.

(e) Pre-certification Checks and Audit/s

The Service Provider must also conduct pre-certification checks and audits, including Internal EMS Audit and allowing time for review and corrective action as appropriate. The Service Provider must also prepare a certification readiness audit report.

The Service Provider must also **appoint an independent auditor** in line with ISO certification requirements to prepare and execute Stage 1 audit and Stage 2 certification audits, allowing time for any corrective action as may be required.

(f) Submission of final SANRAL EMS Framework

The Service Provider is to submit the final SANRAL Environmental Management System Framework along with required documentation for ISO 14001 certification and maintenance thereof.

(g) Disbursements

This section covers additional items that the Service Provider or SANRAL may require that were not covered by other items. A Provisional Sum has been included in the Pricing Schedule to cover this cost.

3.1.4 Definitions

The following definitions apply to the service:

Environmental Management System (EMS): An environmental management system in accordance with ISO 14001:2015 is a set of processes that ensure a common-sense approach to the management of an organization by integrating the set of interrelated elements to adhere to the policy and objectives to support environmental protection and in line with legal requirements and in balance with socio-economic needs.

The Project: This is the development and implementation of an EMS for SANRAL, in accordance with ISO 14001.

SANRAL: The South African National Roads Agency (SOC) Limited is the same as the Employer, the State-Owned Entity seeking the services of a consultant to develop and implement Environmental Management Systems in accordance with ISO 14001.

Service Provider: is the successful tenderer providing consulting services for the development and implementation of Environmental Management Systems in accordance with ISO 14001.

3.1.5 Role of the Service Provider

Throughout the development and implementation of the EMS, the Service Provider must consult with SANRAL where applicable. This cannot be construed by the Service Provider that liability for his work passes to SANRAL. It shall only mean that SANRAL Team has reviewed the Service Provider's work, considered proposals, engaged in discussion, and provided comment where applicable

3.1.6 SANRAL's Involvement

Project description DEVELOPMENT & IMPLEMENTATION OF AN ENVIRONMENTAL MANAGEMENT SYSTEM

The Service Provider will involve SANRAL as necessary to deliver the project requirements

3.1.7 Project Programme

The Service Provider shall programme its duties in such a manner as to complete its investigations, meetings and submission of reports, etc. so as to ensure the Service Provider complies with the timelines for the various phases of the total project taking into consideration the timing of meetings, training schedules, review and writing of documents/reports, site visits and progress and other meetings among others.

3.1.8 Penalties and delays

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates or is the cause for them not being met. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents require submission to SANRAL in advance of any meetings scheduled for discussion and finalisation thereof. The Service Provider shall thus take such prescribed periods into account in compiling its programme mindful that late delivery shall attract penalties applied at the rate stated in the Contract Data.

Delays attributable to the Service Provider's performance that cause project milestone dates to be missed shall, similarly, attract the daily penalty stated in the Contract Data. If a delay is caused after an award of a contract the Service Provider may be liable for the actual delay damages that SANRAL will incur, calculated as the difference in contract price adjustment had the delay not occurred, plus interest at rates prescribed by Treasury limits. Notwithstanding the different cause of delay, the maximum amount due by the Service Provider shall not exceed the value stated in the Contract Data.

Any delays to the programme that are attributable to SANRAL, or to other approved mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance

3.1.9 Key persons

Key persons required for this project are listed in **Form B1 and B2** provided by the Service Provider.

The Tenderer's proposal of key person/s becomes a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval but does not require a variation order to be submitted. Replacement personnel shall be of same or better competence, experience and equity status as those initially accepted.

3.1.10 Site visits

The Service Provider shall not visit any offices and/or sites for purposes of undertaking any investigation without first approaching SANRAL team who may arrange as appropriate.

3.1.11 Meetings

The Service Provider shall attend progress meetings to explain the progress being made in the development and implementation of the EMS and report on any delays and impediments encountered, their effect on the programmed due dates for the project. The Service Provider shall also produce minutes of the progress meetings. Particular cognisance shall be given to reporting on events that may result in change management (i.e. give rise to delays that will impact on delivery of the project in such a way that variation orders have to be issued sanctioning the change).

Inability of the Service Provider to attend a scheduled meeting that result in the need to reschedule the meeting shall give rise to a claim for delay damages.

The Service Provider may propose other meetings with SANRAL if any are thought necessary and SANRAL shall not unreasonably deny such a request.

3.1.12 Safety

The Service Provider is required to undertake his work in compliance with occupational health and safety (OSH) requirements throughout all phases of the project.

3.1.13 Insurance

The Service Provider shall carry insurance to the provision of the Service. These insurances shall be kept in place for the duration of this contract and proof of currency shall be attached to each interim payment submitted to SANRAL for payment.

3.1.14 Payment

The Service Provider shall, when submitting certificates for payment, use SANRAL's standard forms and formats including registering onto SANRAL's electronic recording and payment system.

Contract price adjustment

Contract price adjustment shall apply to some payment items. Base date shall be the date 28 days prior to the latest date for submission of tenders.

3.1.15 Measurement and payment

Item No.	Description	Unit
01	Provision of the Standard	
	(a) Provision of the Standards	
	(i) Provide hard copies of the Standard	Number
	(ii) Provide electronic copy of the Standard for multiple users	Number

The unit of measurement under pay item 01(a)(i) and pay item 01(a)(ii) shall be number. The rate tendered shall include full compensation for time related costs, materials, printing and all other costs associated with the compilation of the hard copies of the Standards and the labour and resources cost involved in providing electronic copy of the Standards.

Item No.	Description	Unit
02	Initial Review/ Gap Assessment	
	(a) Review of existing information against ISO 14001 requirements	Lump Sum
	(b) Produce Gap Analysis Report	Lump Sum
	(c) Develop EMS Implementation Plan	Lump Sum

The unit of measurement under pay item 02(a) shall be Lump Sum. The lump Sum tendered shall include full compensation for all time related cost associated with the review of existing information against the ISO 14001 requirements including all travel and subsistence cost, the cost of all written, telephonic and electronic communications and all other incidents necessary to read, understand, create and express opinions and decisions from them, regardless of their quantity or complexity.

The unit of measurement under pay item 02(b) shall be Lump Sum. The Lump Sum tendered shall include full compensation for time related cost, materials, printing and all other costs associated with producing the Gap Analysis Report.

The unit of measurement under pay item 02(c) shall be lump Sum. The Lump Sum tendered shall include full compensation for time related cost, materials, printing and all other costs associated with developing and producing the EMS Implementation Plan.

Item No.	Description	Unit
03	ISO 14001 System Requirements Awareness Training	
	(a) Regional Office Sessions	Number
	(b) Management Sessions	Number

The unit of measurement for pay item 03 (a) and (b) shall be Number. The rate tendered shall include full compensation for all time cost and other related cost in presenting ISO 14001 system requirements, awareness training to staff at regional offices and management sessions.

Item No.	Description	Unit
04	Development and Implementation of EMS	
	(a) Guidance and/or Preparation of required documentation	
	i) Project Leader/Lead Implementer	Hour
	ii) Lead Auditor	Hour
	iii) Implementing Team	Hour
	(b) Design and Develop of EMS Framework	Lump Sum
	(c) Additional Services Rendered	Provisional Sum

The unit of measurement for pay item 04 (a) i), ii) and iii) shall be Hour.

The hourly rate is deemed to be inclusive of full compensation for all work related to the provision of active guidance and assistance, including attendance of meeting and development of documents.

The unit of measurement for item 04 (b) shall be Lump Sum. The Lump Sum tendered shall include full compensation for all disbursements, materials, printing, travel, and subsistence and all other costs associated with preparing the required documentation and the design and development of the EMS Manual.

Additional services rendered by the service provider in providing active guidance and assistance towards SANRAL achieving ISO 14 001 certification will be paid under item 04 (c). Time costs will be paid for at the rates tendered in 04 (a).

Item No.	Description	Unit
05	Certification Checks and Audit/s	
(a)	Pre- Certification Check and Audit/s	
	(i) Conduct pre-certification audit	Lump Sum
	(ii) Conduct Internal EMS Audit	Lump Sum
(b)	Readiness Report	
	(i) Prepare Certification readiness report	Lump Sum
(c)	Independent Audits	
	(i) Conduct Stage 1 certification audit	Lump Sum

	(ii) Conduct Stage 2 certification audit	Lump Sum
	(iii) Handling costs i.r.o item (b) (i)	%

The unit of measurement for pay item 05(a)(i) and (ii) shall be the Lump Sum. The Lump Sum tendered shall include for all costs associated with the planning, scheduling, time cost, travel and subsistence cost, the cost of all written, telephonic, and electronic communications and all other incidental cost necessary to conduct the pre-certification audit and internal EMS Audit.

The unit of measurement for pay item 05(b)(i) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for time related cost in reviewing existing systems and include all disbursements, materials, printing and all other associated cost with preparing the certification readiness report.

The unit of measurement for pay item 05(c) (i) and (ii) shall be Lump Sum. The company performing the certification audit must be accredited to perform such audits by a recognised accreditation body. The amount tendered shall be deemed to include all costs related to performing the certification audit, including travel, feedback sessions, providing documentation and any certification costs.

The unit of measurement for pay item 05(c)(iii) shall be the Lump Sum. The Lump Sum tendered shall include for all costs associated with the planning, scheduling, compilation of quotation and/ or tender documentation, issuing of up to 20(twenty) quotation and/ or tender documents in electronic format and evaluation for the procurement and management of the sub-service including administrative cost, handling fees and profit.

Item No.	Description	Unit
06	Submission of final EMS Framework for SANRAL	
	(a) Submission of final EMS Framework for SANRAL	Lump Sum

The unit of measurement for pay item 06(a) shall be the Lump Sum. The Lump Sum tendered shall include full compensation for time related cost, all disbursements, materials, printing, travel and all other associated cost for submission of the final EMS implementation plan for ISO 14001 certification. The tendered shall also include administrative cost, handling fees and profit.

Item No.	Description	Unit	
07	Disbursements (where not covered by other items)		
	(a) Disbursements	Prov. Sum	1
	(b) Handling cost i.r.o item 07 (a) except travel & accommodation*	%	

*Note: Any Travelling and Accommodation Approved by the Employer will be compensated according to the relevant National Treasury Regulations/Instructions applicable at the time of travel. Current policy allows car hire limited to a Group B car, accommodation limited to 3-star accommodation, air travel shall be economy class.

The unit of measurement for pay item 07(a) shall be Provisional Sum. The amount tendered is to cover the costs of additional items unforeseen at time of tender.

The unit of measurement for pay item 07(b) shall be Percentage (%). The rate tendered (%) is for the mark-up on the disbursement cost incurred by the Service Provider.

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 Priced Offer	
• Bidder has attended Compulsory Briefing Session	
• Mandatory Technical Requirement i. <u>Experience on similar projects:</u> ○ the key person (either Lead Implementor Auditor or Project Leader) must have been involved with the satisfactory completion of ISO 14001 certification for a minimum of two (2) institutions. The involvement could be in either the role of assisting the institution to achieve certification or in the role of performing the Certification audits. The number of similar projects can be made up of a combination of these roles.	
Failure to satisfy the eligibility criteria will result in a non-responsive tender.	

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 85 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Evaluation Criteria	Maximum Points
Bidder experience in developing and implementing Environmental Management systems in accordance with ISO14001 (in relevant industry) i. Less than (2) client Reference [0] ii. (2) Client References [10] iii. (3 - 4) Client References [20] iv. Over 4 Client References [25]	25
Bidder's Project Leader / Lead Implementer Auditor must have a certificate of competence in ISO 14001 standard. i) No certification [0] ii) Certificate of competence [25]	25
Bidder's Lead Auditor must have a certificate of competence in ISO 14001 standard <u>and</u> be certified as an ISO 14001 Lead Auditor. i) No certification and/or Certificate of competence only [0] ii) Certificate of Competence [25] and iii) Certification as an ISO 14001 Lead Auditor [25]	50
Total	100

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 Scoringa) **Price and Specific Goal**

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

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

Where:

- Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

Specific goals	Criteria	10 points		20 points	
		Point allocation	Maximum points	Point allocation	Maximum points
B-BBEE Level	Level 1	10.00		20.00	
	Level 2	9.00		18.00	

	Level 3	6.00	10.00	14.00	20.00
	Level 4	5.00		12.00	
	Level 5	4.00		8.00	
	Level 6	3.00		6.00	
	Level 7	2.00		4.00	
	Level 8	1.00		2.00	
	Non-compliant contributor	0.00		0.00	

b) **Specific Goals** [Weighted score 10 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 RFP 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 QUOTATION FORM

All hours are estimated hours and are used for Calculation of price only during evaluation. The Tenderer will not be able to claim for any decrease in number of hours for whatsoever reason.

Notes to Tenderer:

- a) **If the Form of offer is submitted but the Pricing Schedule is omitted**
 - i. **Where rate only items are applicable.**
 - b) **If a signed Form of Offer is submitted with an incomplete pricing schedule (no summary to tender) that does not balance back to the Form of Offer**
 - i. ***Pricing schedule incomplete**
 - c) **If a signed Form of Offer is submitted with an incomplete pricing schedule that does not balance back to the Form of Offer**
 - i. ***Only summary of Pricing Schedule submitted**
- The tender shall be declared a non-responsive tender.**

Item No.	Description	Unit	Quantity	Rate (R)	Amount (R)
01	Provision of the Standard				
	(a)Provision of the Standard				
	(i) Provide hard copies of the ISO Standard	Number	6		
	(ii) Provide electronic copy of the ISO Standard for multiple users at 5 offices	Number	1		
	TOTAL CARRIED FORWARD TO SUMMARY				
02	Initial Review/ Gap Assessment				
	(a) Review of existing information against ISO 14001 requirements	Lump Sum	1		
	(b) Produce Gap Analysis Report	Lump Sum	1		
	(c) Develop EMS Implementation Plan	Lump Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				
03	ISO 14001 System Requirements Awareness Training				
	(a) Office Sessions	Number	5		
	(b) Management Session	Number	2		
	TOTAL CARRIED FORWARD TO SUMMARY				
04	Development and Implementation of EMS				
	(a) Guidance and/or Preparation of required documentation				
	i) Project Leader/Lead Implementer	Hour	1500		

	ii) Lead Auditor	Hour	1500		
	iii) Implementing Team	Hour	1500		
	(b) Design and Develop EMS Framework	Lump Sum	1		
	(c) Additional services rendered	Provisional sum (PS)	Prov sum		R 4,000,000.00
	TOTAL CARRIED FORWARD TO SUMMARY				
05	Certification Checks and Audit/s				
(a)	Pre- Certification Check and Audit/s				
	(i) Conduct pre-certification audit	Lump Sum	1		
	(ii) Conduct Internal EMS Audit	Lump Sum	1		
(b)	Readiness Report				
	(i) Prepare Certification readiness report	Lump Sum	1		
(c)	Independent Certification Audit				
	(i) Conduct Stage 1 certification audit	Lump Sum	1		
	(ii) Conduct Stage 2 certification audit	Lump Sum	1		
	(iii) Handling costs i.r.o item 05 (b) (i) and (ii)	%			
	TOTAL CARRIED FORWARD TO SUMMARY				
06	Submission of final EMS Framework				
	(a) Submission of final EMS Framework for SANRAL	Lump Sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				
07	Disbursements (not covered by other items)				
	(a) Disbursements	Prov. Sum	1	350000	
	*(b) Handling cost i.r.o item 07 (a)	%			
	TOTAL CARRIED FORWARD TO SUMMARY				

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

Notes to Pricing:

4.5.1 All Prices must be quoted in South African Rand, inclusive of VAT

4.5.2 Any disbursement not specifically priced for will not be considered/accepted by SANRAL.

4.5.3 To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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 A17:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A18:	SPECIFIC GOALS POINTS CLAIM FORM	
FORM B1:	PROJECT LEADER/LEAD IMPLEMENTOR'S EXPERIENCE	
FORM B2:	LEAD AUDITOR'S EXPERIENCE	

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 RFP. 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 may be 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.

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

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.

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

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.

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 RFP, 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 RFP 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 RFP, 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 RFP (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 RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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 RFP 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.

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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 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 **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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, 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 .]

EME³	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
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- 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 ✓	QSE ✓
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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
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Signed:.....Date:.....

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

Tenderer:.....

FORM B1: PROJECT LEADER/LEAD IMPLEMENTOR’S EXPERIENCE

- The Project Leader/Lead Implementor must provide proof of the following qualifications:
- i) A certificate of competence in ISO 14001 standard;
 - ii) Satisfactory completion of similar consulting services to at least two (2) institutions;

Bidder shall submit list of projects relevant/similar to this tender scope of work.

Lead Implementor	
Name	
Number of ISO 14001 projects	
Certificate attached?	ISO 14001 (Y / N)

Client Name	Client Contact Person	Client contact details: Email & Phone number	Project Description	Position Held	Start date – End Date

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

FORM B2: LEAD AUDITOR’S EXPERIENCE

The Lead Auditor must provide proof of the following qualifications:

- i) A certificate of competence in ISO 14001 standard;
- ii) Satisfactory completion of similar consulting services to at least two (2) institutions;
- iii) Certification as a Lead Auditor for ISO 14001.

Bidder shall submit list of projects relevant/similar to this tender scope of work.

	Lead Auditor Implementor				
Name					
Number of ISO 14001 projects					
Certificates attached	ISO 14001	Y / N			
	Lead Auditor	Y / N			
Client Name	Client Contact Person	Client contact details: Email & Phone number	Project Description	Position Held	Start date – End Date

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