

**SANRAL**  
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS

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

**CONTRACT SANRAL HO  
1027/65210/2023/01R**

**REQUEST FOR TENDER: Appointment of a  
service provider to Develop and Implement  
Leadership and Change Management  
Training for Middle Management for a  
period of 3 years.**

TENDER DOCUMENT

**CHIEF EXECUTIVE OFFICER  
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED  
48 TAMBOTIE AVENUE  
VAL DE GRACE  
PRETORIA  
0184**

**NAME OF TENDERER: .....**



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

**CONTRACT SANRAL HO 1027/65210/2023/01R**

**REQUEST FOR TENDER: Appointment of a service provider to Develop and Implement Leadership and Change Management Training for Middle Management for a period of 3 years.**

THIS DOCUMENT COMPILED BY:

The South African National Roads Agency SOC Ltd  
**48 TAMBOTIE AVENUE**  
**VAL DE GRACE**  
**PRETORIA**  
**0184**

**26 FEBRUARY 2024**



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**PART T1: TENDERING PROCEDURES**

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## SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

The South African National Roads Agency SOC Limited (SANRAL) invites tenders for the Appointment of a service provider to Develop and Implement Leadership and Change Management Training for Middle Management for a period of 3 years.

Only tenderers who are registered on the CSD at the tender closing date and meet the mandatory technical requirement stated in clause 4.1.1 of the Tender Data are eligible to tender.

There is no sub-contracting to Designated groups requirements for this project.

### **TENDER DOCUMENTS**

Tender documents are available from 26 February 2024 at no cost in electronic format downloadable from the SANRAL's website by following the link [https://www.nra.co.za/sanral-tenders/status?region\\_id=national](https://www.nra.co.za/sanral-tenders/status?region_id=national) Tenderers must have access to Microsoft © Office 2013 and Acrobat Adobe © 9.0 or similar compatible software.

Tenderers must submit, via email, the duly completed Form A2 Certificate of Intention to Submit a Tender prior to 05 March 2024. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive, if "any material amendment/s" contained in the addenda or additional information is not included in the tender offer/submission.

### **TENDERER'S MEETING**

#### **Non-compulsory clarification meeting**

A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link [https://www.nra.co.za/sanral-tenders/status?region\\_id=national](https://www.nra.co.za/sanral-tenders/status?region_id=national)

A non- compulsory clarification briefing meeting will be held via a virtual platform on 13 March 2024 at 11h00 am where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A2).

### **CLOSING TIME AND DATE, COMPLETION AND DELIVERY OF TENDERS**

The closing time for receipt of tenders is 11:00 on 04 April 2024.

Telegraphic, telephonic, telex, e-mail, facsimile, and late tenders will not be accepted.

Tenders may only be submitted in the format as stated in the Tender Data.

Requirements for completing, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Queries relating to issues arising from these documents may be addressed to the Procurement Office:

e-mail: [ProcurementHO12@sanral.co.za](mailto:ProcurementHO12@sanral.co.za)

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

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RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

## **T1.2 CONDITIONS OF TENDER**

**Note to tenderer:**

The Conditions of Tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015 Edition 1.

SANS 10845-3:2015 Edition 1 is obtainable from:  
SABS Standards Division  
1 Dr Lategan Road  
Groenkloof

or

Private Bag X191  
Pretoria  
0001

Tel: +27 12 428 7911  
Fax: +27 12 344 1568  
website: [www.sabs.co.za](http://www.sabs.co.za).



	<p><b>Part C2: Pricing data</b> 9. C2.1 Pricing instructions 10. C2.2 Pricing Schedules / Bills of Quantities</p> <p><b>Part C3: Scope of work</b> 11. C3 Scope of work</p> <p><b>Part C4: Annexure</b></p>
3.4	<p>The Employer's Agent is the Procurement Officer, and they can be contacted at <a href="mailto:ProcurementHO12@sanral.co.za">ProcurementHO12@sanral.co.za</a></p> <p>The language for communications is English.</p>
3.5	<p>The tender process may be cancelled if:</p> <ol style="list-style-type: none"> <li>Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation.</li> <li>Funds are no longer available to cover the total envisaged expenditure.</li> <li>No acceptable tender is received; or</li> <li>There is a material irregularity in the tender process.</li> </ol> <p>The period of 6 (six) months is not applicable.</p>
4.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li>Registered on National Treasury Central Supplier Database at the closing of tender.  Tenderers, or in the event of a Joint Venture or a Designated group, each member of the Joint Venture or Designated group, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. If not registered as verified online at tender closing; the tender will be declared non-responsive.</li> <li>Mandatory Technical Requirement <ol style="list-style-type: none"> <li>All privately owned tenderers must provide proof of registration from Department of Higher Education and Training (DHET) with a registration number - (This requirement is not applicable if the tenderer is a state-owned University)</li> </ol> </li> </ol> <p>Failure to satisfy the eligibility criteria will result in a non-responsive tender.</p>
4.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.7	<p><b>Non-compulsory clarification meeting</b></p> <p>A tender clarification briefing presentation is available to be downloaded from the SANRAL website by the following link <a href="https://www.nra.co.za/sanral-tenders/status?region_id=national">https://www.nra.co.za/sanral-tenders/status?region_id=national</a> A non- compulsory clarification briefing meeting will be held via a virtual platform on Microsoft Teams on 13 March 2024 at 11h00 where the project will be presented. A link to the clarification briefing meeting will be sent to tenderers who complete and submit a Certificate of Intention to Submit a Tender (Form A2).</p>
4.8	<p>Request clarifications at least 12 (twelve) working days before the closing date.</p>
4.9	<p>No insurance is provided by the Employer.</p>
4.10	<p>Tenderers are required to state the rates and currencies in Rand.</p>
4.12	<p>Acceptable alternative offers will only be considered from a tenderer with the highest number of evaluation points for the main offer.</p>

4.13.1	<p>If a tenderer, including key persons, a joint venture partner or a Designated Group, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.</p> <p>The returnable documents shall be electronically completed in their entirety, submitted on the issued software format or fully compatible format, unless otherwise specified.</p> <p>Submission in the tender box</p> <p>Submit the tender offer as a printed and bound hard copy and electronically on flash drive.</p>
4.13.4	<p>Submission in the tender box</p> <p>The tenderer is required to upload all certificates as listed in the List of Returnable Schedules as scanned copies, in .pdf format on the flash drive and as a printed and bound hard copy.</p>
4.13.5	<p>Submit only the signed original tender offer.</p> <p><i>(Note to compiler: confirm submission option with Procurement Office and delete wording for the option not selected)</i></p> <p><b>Submission in the tender box</b></p> <p><i>A one-envelope procedure will apply as follows:</i></p> <ol style="list-style-type: none"> <li><i>a. Ensure that all returnable schedules listed in T2.1 List of Returnable Schedules are completed. Wherever it is a requirement to attach certificates or letters to the returnable schedules, these should be submitted.</i></li> <li><i>b. Upload the A-Forms (pdf.), B-Forms (pdf), C-Forms and certificates or letters (pdf.) on the flash drive.</i></li> <li><i>c. Insert the printed and bound hard copy and electronically completed flash drive in an envelope 3. The envelope shall state on the outside the Employer's address, contract number and title as well as the Tenderer's name, authorised representative's name, postal address, and contact telephone numbers.</i></li> <li><i>d. Seal the envelope in an outer envelope with the words "TENDER" clearly marked and bearing the Employer's name, contract number and description as well as the Tenderer's authorised representative's name, postal address, and contact details.</i></li> </ol> <p><i>SANRAL will not be held liable where the tenderer submits an electronic tender that cannot be accessed. The tenderer will be declared non-responsive if a tenderer submits nonresponsive if the electronic file cannot be accessed and a hard copy is not submitted.</i></p>
4.15.1	<p><b>Submission in Tender box:</b></p> <p>Electronic submissions will not be accepted. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are.</p> <p>Location of tender box:           <b>SANRAL Northern Regional Offices</b></p> <p>Physical address:</p> <p>38 Ida Street, Menlo Park, Pretoria (GPS dms (WGS84) 25° 46' 39.9" S and 28° 16' 29.4" E)</p> <p>Identification details:   Place the signed original tender offer in a package marked. TENDER SANRAL HO 1027/65210/2023/01R: Appointment of a service provider to Develop and Implement Leadership and Change Management Training for Middle Management for a period of 3 years.</p>

	<p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.</p> <p>It is the tenderer's responsibility to ensure that the tender is submitted before tender closing date and time. SANRAL will not take responsibility for late submissions caused by system errors and or busy networks.</p>
4.15.2	The closing time for submission of tender offers is 11:00 on 04 April 2024.
4.16.1	The tender offer validity period is 180 days.
4.16.2	Should the tenderer not accept the validity extension or if the tenderer does not withdraw a condition attached to a conditional acceptance, this shall result in a non-responsive tender, or the tenderer is considered to have made an election to exclude itself from the tender process.
4.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>(a) withdraws his tender.</p> <p>(b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>(c) fails to comply with a request made in terms of 4.17, 4.18, 5.9 or 5.13.</p> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. This sanction does not apply to tenders under evaluation where a request for extension for the validity period was not accepted by the tenderer. The Employer may fully or partly exempt a tenderer from the provisions of this conditions if he is of the opinion that the circumstances justify the exemption.</p>
4.17	Any clarification requested under this clause must be provided within 2 (two) working day of date of request.
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
5.1	The Employer shall respond to clarifications received up to 12 (twelve) working days before tender closing date.
5.2	The Employer shall issue addenda until 10 (ten) working days before tender closing date.
5.4	<p>The tender offers will be opened via live streaming as follows:</p> <p>Time: 11h00 on 04 April 2024</p> <p>Location: <i>live streaming link will be provided by the Procurement Office</i></p>
5.7	<p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>
5.8	A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.

	<p>Amongst reasons for tender cancellation, SANRAL will cancel the tender should all tenders be non-responsive in terms of Clause 3.5 and no negotiations will be conducted.</p>
5.9	<p><b>Arithmetical errors, omissions, discrepancies, and imbalanced unit rates</b></p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>(a) the gross misplacement of the decimal point in any unit rate.</li> <li>(b) omissions made in completing the Pricing Schedule or Bills of Quantities; or</li> <li>(c) arithmetic errors in: <ul style="list-style-type: none"> <li>(i) line-item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> <li>(d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions, or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>(a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted and the unit rate shall be corrected.</li> <li>(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>(c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer will be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4.</p> <ul style="list-style-type: none"> <li>i. Scoring Quality <p>Score each tender in respect of the quality evaluation criteria in accordance with the provisions of 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the clause 5.11.9.</p> </li> <li>ii. Scoring financial offers and preference <ul style="list-style-type: none"> <li>a) score each tender in respect of the financial offer made and the preference claimed in accordance with the provisions of 5.11.7 and 5.11.8 respectively.</li> <li>b) calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math display="block">TEV = NFO + NP</math> <p>NFO / Ps = Number of evaluation points for financial offers (5.11.7)  NP = Number of evaluation points for preference (5.11.8)</p> </li> </ul> </li> </ul>
5.11.7	<p>Scoring Financial offers:</p>

**1. 80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million**

The following formula will be used to calculate three points out of 80 for price:

$$P_s = 80(1 - (P_t - P_m) / P_m)$$

Where:

- $P_s$  is the points scored for price of tender under consideration.
- $P_t$  is the price of the tender under consideration; and
- $P_m$  is the price of the lowest acceptable tender.

In the event that the calculated value is negative, the allocated score shall be 0 (zero).

5.11.8

Scoring preference (Specific Goals):

Points for specific goals will be awarded according to the table below:

Specific goals	Criteria	20 points	
		Point allocation	Maximum points
B-BBEE Level	Level 1	20	20.00
	Level 2	18	
	Level 3	14	
	Level 4	12	
	Level 5	8	
	Level 6	6	
	Level 7	4	
	Level 8	2	
	Non-compliant contributor	0	

*A valid B-BBEE verification certificate must be submitted.*

1. The 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 or
  - The Amended Specialised Generic Scorecard issued in terms of government gazette No. 38766, issued on 6 May 2015.
- ii) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A14; and
- iii) 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
- iv) A valid BBEE Certificates shall contain:
  - Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - Value-Added Tax number, where applicable.

- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE verification certificate.
- Have a date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
- Financial period which was used to issue the B-BBEE Verification Certificate

- v) 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.

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.

- Commissioner of Oath cannot be an employee or ex officio of the enterprise.

**Criteria for breaking deadlock**

If two or more tenders score the same number of points and these tenders are also the highest ranked tenders, the tender with the highest preference points will be recommended for award.

If functionality is part of the evaluation process and two or more tenders score equal total points and equal preference points, the tender that scored the highest points for functionality will be recommended for award.

If two or more tenders score the same number of financial points and preference points and these tenders are also the highest ranked tenders, the tenderer to be recommended for award will be decided by the drawing of lots.

5.11.9

**Scoring quality**

The quality evaluation criteria and maximum score in respect of each of the criteria are as follows:

No.	Evaluation Criteria	Points on a sliding scale	Maximum points
1	<b>COMPANY EXPERIENCE (FORM B1.1)</b>		
1.1	The tenderer should have experience in conducting middle management programmes and leadership development training.  The tenderer should submit formal reference letters from clients where it has previously delivered middle	1 Reference Letter = 5 points	25
		2 Reference Letters = 10 points	
		3 Reference letters = 15 points	

	management and or leadership development training.  - Be on the client's letterhead, - Be signed - Indicate the type of training done	4 Reference letter = 20 points  5 or more References letters = 25 points	
<b>2</b>	<b>COMPANY EXPERIENCE (NQF ACCREDITATION LEVEL) (FORM B1.2)</b>		
2.1	The tenderer should have experience in offering leadership training at a variety of National Qualification Framework (NQF) levels.  The tenderer should submit supporting documents in a form of accredited statements reflecting the NQF level provided by the institution.  Should the tenderer be accredited on more than 1 NQF level then the highest NQF level will be considered for evaluation purposes.	Level 6 = 5 points Level 7 = 10 points Level 8 = 15 points Level 9 = 20 points  Level 10 = 25 points	<b>25</b>
<b>3</b>	<b>KEY RESOURCE (PROJECT MANAGER) QUALIFICATION AND EXPERIENCE (FORM B2.1)</b>		
3.1	The <b>Project Manager</b> of the organisation / entity should have experience in project management in corporate leadership programmes.  The Project Manager should have a Project Management qualification at least NQF level 6 and project management experience. The qualification should be submitted, before the experience will be considered. Should the qualification not be submitted, the experience of the Project Manager will NOT be considered	1 – 2 years' experience in corporate programmes = 5 points 3 - 4 years' experience in corporate programmes = 10 points 5 – 6 years' experience in corporate programmes = 15 points More than 7 years' experience in corporate programmes = 20 points	<b>20</b>
<b>4</b>	<b>KEY RESOURCE (TRAINING FACILITATOR) QUALIFICATION, EXPERIENCE AND CERTIFICATION (FORM B2.2)</b>		
4.1	The <b>Training Facilitator</b> of the organisation / entity should have facilitation experience in corporate leadership programmes.  The Training Facilitator should have a relevant qualification at least NQF level 8 and proof of experience in training facilitation. The qualification should be submitted, before the experience will be considered. Should the qualification not be submitted, the experience of the Training Facilitator will NOT be considered or taken into account.	1 – 2 years' experience in corporate programmes = 5 points 3 - 4 years' experience in corporate programmes = 10 points 5 – 6 years' experience in corporate programmes = 15 points More than 7 years' experience in corporate programmes = 20 points	<b>20</b>
	Bidders must submit a copy of certificate in Facilitation for the Training Facilitator	Certificate in Facilitation = 10 points	<b>10</b>
<b>Total</b>			<b>100</b>
The minimum number of evaluation points for quality evaluation criteria is not less than <b>60 points</b> . The tenderer/s that meet the minimum points will be evaluated further in terms of price and preference points as stated in in Clause 5.8.11.			
5.13	The conditions stated in clauses 5.13(a) to (f) of the Conditions of Tender as well as the following additional clauses 5.13(g) to (j) shall be applied as objective criteria in terms of		

	<p>section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 and as compelling and justifiable reasons in terms of Conditions of Tender clause 5.11:</p> <ul style="list-style-type: none"> <li>g) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>h) the tenderer has not abused the Employer's supply chain management system; and</li> <li>i) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</li> <li>j) The tenderer is tax compliant. The recommended tenderer who becomes non-compliant prior to award shall be notified and must become compliant within 7 (seven) working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 (seven) working days of being notified shall be declared non-responsive.</li> </ul> <p>k) <b>Negotiations</b></p> <ol style="list-style-type: none"> <li>1. If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.</li> <li>2. The organs of state may – <ul style="list-style-type: none"> <li>i. Negotiate a market related price with the tender scoring the highest points or cancel the contract;</li> <li>ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender;</li> <li>iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender;</li> </ul> </li> <li>3. If a market related price is not agreed as envisaged in paragraph 2(iii), the organ of state must cancel the tender.</li> </ol> <p>In addition to the requirements under paragraph (b) of the Conditions of Tender, in the event that a due diligence is performed as part of the tender evaluation, the due diligence report will be used to evaluate the tenderer's ability to perform the contract as stated in sub-clause (b).</p> <p>The due diligence will evaluate the overall risk associated with the tender. The due diligence will take into consideration the following:</p> <ul style="list-style-type: none"> <li>• Assessment of financial statements to assess the financial position of the tenderer and its ability to obtain the necessary guarantees or insurances;</li> <li>• Evaluation of managerial and technical ability and available resources in relation to the proposed tender;</li> <li>• Integrity risk evaluation;</li> <li>• Operations, activities, locations and key customers;</li> <li>• Reference checks from previous clients; and</li> <li>• Risk rating (i.e. high risk, medium to high risk, medium risk or low risk) of the tenderer.</li> </ul>
5.16	SANRAL will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in clause 5.19.
5.17	The Employer will provide 1 (one) signed contract document to the Service Provider.
5.19	All requests shall be in writing.
Additional conditions of tender clauses:	
3.7	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>

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**PART T2:      RETURNABLE SCHEDULES**

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RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

## **T2.1 LIST OF RETURNABLE SCHEDULES**

### **Notes to tenderer:**

1. **Returnable schedules have been based on the tender requirements and incorporates National Treasury requirements. Returnable schedules are separated into the following categories:**
  - i) **Forms, certificates, and schedules for completion by the tenderer for use in the evaluation of the tender A and B.**
  - ii) **A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).**
2. **Failure to fully complete the relevant returnable documents shall render such a tender offer to be declared non-responsive.**
3. **Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**
4. **Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 22 to terminate the contract.**

## T.2.1 LIST OF RETURNABLE SCHEDULES

### Notes to tenderer:

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.
2. The electronic format for the submission of the relevant forms is indicated in the schedule below.

FORM NO	FORM DESCRIPTION	INITIAL IF COMPLETED
A1	TENDERER'S BRIEFING MEETING	*1
A2	CERTIFICATE OF INTENTION TO SUBMIT A TENDER	*1
A3	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A4	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	*1 & *2
A5	CERTIFICATE OF SINGLE TENDER SUBMISSION	*1 & *2
A6	CERTIFICATE OF FRONTING PRACTICES	*1 & *2
A7	DECLARATION – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS	*1 & *2
A8	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	*1 & *2
A9	BIDDER'S DISCLOSURE	*1 & *2
A10	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	*1 & *2
A11	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	*1 & *2
A12	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1
A13	CERTIFICATES OF TAX COMPLIANCE	*1
A14	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*1 & *2
A15	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1
A16	JOINT VENTURE AGREEMENT (IF APPLICABLE)	*1&*2
A17	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	*1 & *2
A18	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (INCORPORATING SBD6.2) NOT APPLICABLE	*1 & *2
A19	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C), NOT APPLICABLE	*1 & *2
A20	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1 & *2
B1.1	TENDERER'S EXPERIENCE – COMPANY EXPERIENCE	*1
B1.2	TENDERER'S EXPERIENCE - (NQF ACCREDITATION LEVEL)	*1
B2.1	KEY RESOURCE'S EXPERIENCE- PROJECT MANAGER	*1
B2.2	KEY RESOURCE'S EXPERIENCE – TRAINING FACILITATOR	*1
B3	PROOF OF REGISTRATION FROM DHET WITH A REGISTRATION NUMBER	*1
C1.1.1/S BD7	FORM OF OFFER	*2
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2/ SBD3	PRICING SCHEDULE	*1 & *2
C2.3	SUMMARY OF PRICING SCHEDULE	*1 & *2

NOTES:

- \*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- \*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

## T.2.2 RETURNABLE SCHEDULES

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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FORM A2:	CERTIFICATE OF INTENTION TO SUBMIT A TENDER .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
FORM A3:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	<b>ERROR! BOOKMARK NOT DEFINED.</b>
FORM A4:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
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SBD4		<b>ERROR! BOOKMARK NOT DEFINED.</b>
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FORM A13:	CERTIFICATES OF TAX COMPLIANCE .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
FORM A15:	DECLARATION OF TENDERER'S LITIGATION HISTORY ...	<b>ERROR! BOOKMARK NOT DEFINED.</b>
FORM A16:	JOINT VENTURE AGREEMENT.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
FORM A17:	SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING ..	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
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FORM A19:	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C) N/A	<b>ERROR!</b>

**BOOKMARK NOT DEFINED.**

FORM A20: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
..... **ERROR! BOOKMARK NOT DEFINED.**

FORM B1.1: TENDERER'S EXPERIENCE – COMPANY EXPERIENCE .....4

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**FORM A1: CERTIFICATE OF TENDERER'S BRIEFING**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to Tenderer:**

- 1. Read the tender presentation presented by the Employer online.**

This is to certify that I, .....

representative of (insert name of tenderer) .....

.....

of (address).....

.....

.....

telephone number .....

fax number .....

e-mail .....

read the tender presentation presented by the Employer online.

TENDERER'S REPRESENTATIVE (Signature) .....

**FORM A2: CERTIFICATE OF INTENTION TO SUBMIT A TENDER**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to Tenderer:**

1. The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender prior to 05 March 2024. Failure to submit the certificate of intention to tender within the required period may render the tenderer non-responsive and SANRAL does not accept responsibility for any communication not received by the tenderer timeously.
2. Failure to submit this certificate would result in the tenderer not receiving addenda or additional issued information and may result in the tenderer being non-responsive if “any material amendment/s” contained in the addenda or additional information is not included in the tender offer/submission.
3. Late notification of intention to tender by a prospective tenderer will not necessarily result in the tender closing date being extended.
4. Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in T1.1 of this tender document.
5. The Employer shall send all correspondences, including Addenda, only to the Tenderer’s email address as provided herein; in addition, the Employer shall upload all correspondences on SANRAL website and National Treasury eTender Portal.

This is to certify that I, .....

.....

representative of (insert name of tenderer) .....

of (address)

.....

.....

telephone number .....

fax number .....

e-mail .....

intends to submit a tender in response to the tender notice and invitation for tender this contract.

TENDERER'S REPRESENTATIVE .....  
(Signature)

Date .....

**FORM A3: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to tenderer:**

1. **The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Submit a copy of the resolution on printed and bound hard copy and flash drive.**
2. **In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:**
  - **authority for signatory,**
  - **undertaking to formally enter into a joint venture contract should an award be made to the joint venture,**
3. **The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.**
4. **In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.**

By resolution of the board of directors/partners passed at a meeting held on .....

Mr/Ms .....

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. SANRAL HO 1027/65210/2023/01R - RFT: Appointment of a service provider to Develop and Implement Leadership and Change Management Training for Middle Management for a period of 3 years

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

and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*) .....

SIGNED ON BEHALF OF THE COMPANY: .....  
.....

IN HIS/HER CAPACITY AS:.....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: .....  
SIGNATURE

.....  
SIGNATURE

.....  
NAME (print)

.....  
NAME (print)

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

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to tenderer:**

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

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

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

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

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

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

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

..... 20.....

.....  
SIGNATURE

The deponent having:

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

.....  
COMMISSIONER OF OATHS

**FORM A5: CERTIFICATE OF SINGLE TENDER SUBMISSION**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**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 member participate in more than 1 (one) tender.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A6: CERTIFICATE OF FRONTING PRACTICES**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**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;

<ul style="list-style-type: none"> <li>• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;</li> </ul>
<ul style="list-style-type: none"> <li>• 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</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>

**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.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**FORM A7: DECLARATION – MANAGEMENT OF PROMINENT INFLUENTIAL PERSONS**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to Tenderer:**

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

- viii. "Foreign Prominent Public Official" means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
  - ix. "FPPO" means a Foreign Prominent Public Official.
  - x. "Improper influence" means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
  - xi. "The Employer" means the South African National Roads Agency SOC Limited (SANRAL) with registration number 1998/009584/30.
  - xii. "Senior Management" means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIIP, FPPO and FIN. In the event that the tenderer is a Joint Venture (JV), a separate declaration from each DPIIP, 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 DPIIP	a FPPO	a FIN	Family member or Close Associate of a DPIIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				
4				
5				
6				
7				
8				
9				
10				

**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.

SIGNATURE: .....

NAME: .....

POSITION: .....

DATE: .....

NAME OF TENDERER:.....

**FORM A8: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to tenderer**

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

I, ..... (name),  
the undersigned in my capacity as .....  
..... (position), on behalf of  
.....  
..... (name of company),  
herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due diligence investigation on .....  
..... (name of company)  
to evaluate our ability to perform the contract as stipulated in the Standard Conditions of Tender, Clause 5.13(b).

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

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A9: BIDDER'S DISCLOSURE  
SBD4**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to tenderer:**

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

---

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**
- 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.

---

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

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

of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**FORM A10: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

The tenderer shall provide a copy supplier registration from the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Tender Data, Clause 4.1.1). 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: .....

**FORM A11: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

<b>PAGE</b>	<b>DESCRIPTION</b>

**FORM A12: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**Note to tenderers:**

1. **The tender will be declared non-responsive, if an addendum containing material amendments is not incorporated into the tender offer.**

**FORM A13: CERTIFICATES OF TAX COMPLIANCE**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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.

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A14: TENDERER'S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD 6.1)**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to Tenderer:**

- i) A tenderers' scorecard shall be a B-BBEE Verification Certificate issued in accordance with the:
- The Amended Generic Codes of Good Practice issued in terms of government gazette No. 42496, issued on 31 May 2019 or
  - The Amended Specialised Generic Scorecard issued in terms of government gazette No. 38766, issued on 6 May 2015.
  -
- ii) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form A14; and  
The certificate shall:
- iii) Be valid at the closing date; and
- a. Have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
  - b. 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
  - c. Have a date of issue less than 12 (twelve) months prior to the tender closing date (see Tender Data 4.15); and
- iv) A valid B-BBEE Certificates shall contain:
- a. Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - b. Value-Added Tax number, where applicable.
  - c. 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.
  - d. B-BBEE status with corresponding procurement recognition level.
  - e. The relevant Codes used to issue the B-BBEE verification certificate.
  - f. 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.
  - g. Financial period which was used to issue the B-BBEE Verification Certificate.
- v) A valid Sworn Affidavit must contain the following:
- a. Name/s of deponent as they appear in the identity document and the identity number.
  - b. 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.
  - c. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - d. Percentage black ownership, black female ownership and whether they fall within a designated group.
  - e. Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts.
  - f. 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.
  - g. B-BBEE status level. An enterprise can only have one status level.
  - h. Date deponent signed and date of Commissioner of Oath must be the same.
  - i. 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.
- vi) In an event of an un-incorporated Joint Venture (JV), a valid project specific (must contain SANRAL project name and number) consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

Select one of the designations.

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

3. I hereby declare under Oath that:

- The Enterprise is  % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is  % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is  % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

Indicate %

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

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

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of  (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

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

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

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

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

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

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

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

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

- a) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

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

third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

#### **80/20**

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

Where?

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### **4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Specific goals	Criteria	20 points	
		Point allocation	Maximum points
B-BBEE Level	Level 1	20	20.00
	Level 2	18	
	Level 3	14	
	Level 4	12	
	Level 5	8	
	Level 6	6	
	Level 7	4	
	Level 8	2	
	Non-compliant contributor	0	

*A valid B-BBEE verification certificate must be submitted*

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

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

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**FORM A15: DECLARATION OF TENDERER'S LITIGATION HISTORY**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**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

**FORM A16: JOINT VENTURE AGREEMENT**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to Tenderer:**

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

**FORM A17: SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CONTRACT SANRAL HO 1027/65210/2023/01R	CLOSING DATE:	04 April 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SANRAL Northern Regional Offices</b>					
38 Ida Street Menlo Park Pretoria					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Procurement Office		CONTACT PERSON	Procurement Office	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:ProcurementHO12@sanral.co.za">ProcurementHO12@sanral.co.za</a>		E-MAIL ADDRESS	<a href="mailto:ProcurementHO12@sanral.co.za">ProcurementHO12@sanral.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

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

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

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

**PART B TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**FORM A18: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (INCORPORATING SBD6.2)**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to tenderer:**

**1. This will be a condition of contract.**

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

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

**1. General Conditions**

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

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

Where:

x is the imported content in Rand.

y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

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

Description of services, works or goods	Stipulated minimum threshold

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

<b>YES</b>		<b>NO</b>		<i>Tick applicable box</i>
------------	--	-----------	--	----------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

IN RESPECT OF BID NO.

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

ISSUED BY: South African National Roads Agency SOC Limited

N.B.:

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

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

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

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

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

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

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/Institution restricting the tenderer from tendering.

SIGNATURE: .....

DATE: .....

WITNESS No. 1: .....

WITNESS No. 2: .....

NOT APPLICABLE

**FORM A19: LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE (ANNEXURE C)**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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

Calculation of Local Content								Tender Summary			
Tender Item No's	List of Items	Tender Price Each (Excl. VAT)	Exempted Imported Value	Tender Value Net of Exempted Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Tender Qty	Total Tender Value	Total Exempted Imported Content	Total Imported Content
		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total Tender Value R

(C21) Total Exempt Imported Content R

(C22) Total Tender value net of exempt imported content R

(C23) Total Imported Content R

(C24) Total Local Content R

(C25) Average Local Content % of tender %

Signature of tenderer from Annexure B:  
(SANS 1286.2017)

\_\_\_\_\_

Date:

---

NOT APPLICABLE

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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

(D1)	Tender No.:										
(D2)	Tender Description:										
(D3)	Designated Product(s):										
(D4)	Tender Authority:										
(D5)	Tendering Entity Name:										
(D6)	Tender Exchange Rate:	Pula	P		EU	€		GBP	£		

Note: VAT to be excluded from all calculations

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

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



Signature of tenderer from Annexure B:  
(SATS 1286.2011)

\_\_\_\_\_

Date:

\_\_\_\_\_

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

**This total must correspond with Annex C - C 23**

NOT APPLICABLE

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**ANNEXURE E: IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEXURE C**

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

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

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

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

**FORM A20: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If Yes, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury website (( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> )) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If Yes, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If Yes, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of State terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If Yes, furnish particulars:		

**CERTIFICATION**

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

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

Signature: .....

Name: .....

Position: .....

**FORM B1.1: TENDERER'S PREVIOUS EXPERIENCE**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Notes to Tenderer:**

- A. Attach Reference letters on client's letterhead.**
- B. Failure to submit a completed form B1.1 will result in 0 (zero) points for experience on the project except in the case that it is an eligibility requirement then it will lead to disqualification.**

<b>Previous client</b>	<b>(Type of Training conducted)</b>	<b>Year work/services rendered</b>	<b>Contact details Name, surname, and contact number</b>

**FORM B1.2: TENDERERS EXPERIENCE (NQF ACCREDITATION LEVEL)**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to tenderer:**

- A. The tenderer should submit supporting documents in a form of accredited statements reflecting the NQF level provided by the institution.**
- B. Failure to submit a completed form B1.2 will result in 0 (zero) points for accreditation except in the case that it is an eligibility requirement then it will lead to disqualification.**
- C. Should the tenderer be accredited on more than 1 NQF level then the highest NQF level will be considered for evaluation purposes?**

NO.	NQF LEVEL
1.	

**FORM B2.1: KEY RESOURCE’S EXPERIENCE AND QUALIFICATION – PROJECT MANAGER**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to tenderer:**

- **Attach a copy of Curriculum Vitae (CV) for the Project Manager.**
- **Attach a copy of Qualification for the Project Manager**
- **Failure to submit a completed form B2.1 will result in 0 (zero) points for key person’s experience on the project except in the case that it is an eligibility requirement then it will lead to disqualification.**

NAME AND SURNAME	PROPOSED POSITION
	PROJECT MANAGER

Key resource experience

BRIEF DESCRIPTION OF WORK EXPERIENCE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	POSITION HELD	QUALIFICATION/S

Comments:

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**FORM B2.2 : KEY RESOURCE'S EXPERIENCE,QUALIFICATION AND CERTIFICATE – TRAINING FACILITATOR**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to tenderer:**

- **Attach a copy of Curriculum Vitae (CV) for the Training Facilitator.**
- **Attach a copy of Qualification for the Training Facilitator**
- **Attach a copy of a certification for the Training Facilitator**
- **Failure to submit a completed form B2.2 will result in 0 (zero) points for key person's experience on the project except in the case that it is an eligibility requirement then it will lead to disqualification.**

NAME AND SURNAME	PROPOSED POSITION
	<i>TRAINING FACILITATOR</i>

Key resource experience

BRIEF DESCRIPTION OF WORK EXPERIENCE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	POSITION HELD	QUALIFICATION/S AND CERTIFICATION

Comments:

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**FORM B3 : PROOF OF REGISTRATION FROM DHET WITH A REGISTRATION NUMBERS**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to tenderer:**

- **The tenderer must provide proof of registration from DHET with a registration numbers - (This requirement is not applicable if the tenderer is a State-Owned University)**

<b>NO</b>	<b>DHET REGISTRATION NUMBER</b>
1.	

---

**PART C1:    AGREEMENTS & CONTRACT DATA**

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RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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**Notes to tenderer**

- 1. Should a tenderer wish to offer a different period of completion than that specified by the Employer, it shall be submitted as an alternative offer on a separate Form of Offer.**
- 2. If more than one alternative tender is submitted each shall be numbered and submitted on a separate Form of Offer duly completed and signed.**

**C1.1 FORMS OF OFFER AND ACCEPTANCE**

**C1.1.1 FORM OF OFFER (Incorporating SBD7)**

The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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

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

**A. PRICE OFFERED**

**THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C2.3: PRICING SCHEDULE SUMMARY IS**

.....  
..... (in words)

(R..... in figures)

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

**B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form A14: Tenderer’s B-BBEE Verification Certificate subject to Tender Data 5.11.8. In the event of any difference between the above stated status level and the Verification Certificate attached to Form A, the Verification Certificate shall apply.

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

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

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

NAME AND ADDRESS OF ORGANISATION:.....  
.....

NAME AND SIGNATURE OF WITNESSES:

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

NAME (IN CAPITALS): .....

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

NAME (IN CAPITALS): .....

**C1.1.2 FORM OF ACCEPTANCE** (Incorporating SBD7)

To *(Name of successful tenderer)*  
The South African National Roads Agency SOC Limited  
PO Box 415  
PRETORIA  
0001

Sir,

CONTRACT SANRAL HO 1027/65210/2023/01R

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

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

**A. PRICE OFFERED**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM SECTION C2.3: PRICING SCHEDULE SUMMARY IS.....

.....  
..... (In words)

(R ..... in figures)

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

**B. PREFERENCE CLAIMED**

I/we claim the following B-BBEE contributor status level ..... as per Returnable Schedule Form A14: Tenderer’s B-BBEE Verification Certificate subject to Tender Data. In the event of any difference between the above stated status level and the Verification Certificate attached to Form C1, the Verification Certificate shall apply.

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

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A4: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption, and misrepresentation.

Yours faithfully

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

NAME (IN CAPITALS): .....

CAPACITY: .....

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

Certificate of Authority for signature .....

NAME AND ADDRESS OF ORGANISATION:.....

.....

NAME AND SIGNATURE OF WITNESSES:

**WITNESS 1:**

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

NAME (IN CAPITALS): .....

**WITNESS 2:**

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

NAME (IN CAPITALS): .....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: ..... DATE: .....  
NAME (IN CAPITALS): .....

SIGNATURE: ..... DATE: .....  
NAME (IN CAPITALS): .....

AUTHORITY TO ACT: SANRAL's Delegation of Powers 2.4.1.2

**C1.1.3 APPENDIX TO FORM OF ACCEPTANCE**

Schedule of deviations.

**Notes:**

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

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

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

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

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

#### **C1.1.4 FORM OF BANKING DETAILS**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

##### **Notes to Tenderer**

- 1. The Employer applies an Electronic Funds Transfer system for all payments.**
- 2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.**
- 3. If you are not registered as a vendor with the Employer, you are required to supply:**
  - a completed SANRAL Vendor Application Form (a copy of the Application Form is provided below).**



**APPLICATION FOR VENDOR  
REGISTRATION**

**Vat Reg: 4220186250**

**Vendor Name as per Company Registration**

.....

.....

<b>Joint Venture (JV)</b>	Yes	NO	*If yes provide JV agreement
---------------------------	-----	----	------------------------------

<b>Business Physical Address</b>  Town/City Country: South Africa Postal Code:	<b>Business Postal Address</b>  Town/City Country: South Africa Postal Code:
--	--

<b>Tel No.</b>		<b>Fax No.</b>	
----------------	--	----------------	--

<b>Company Registration number</b>	<b>BBBEE Status Level</b>

<b>Income Tax Number</b>	<b>Vat Registration number</b>

<b>CSD Registration number</b>	<b>CSD unique code</b>

**THIS SECTION MUST BE COMPLETED FOR ALL ELECTRONIC PAYMENTS**

**Name of bank**

<b>Account number</b>	<b>Account Type</b>
	Current

<b>Branch name</b>	<b>Branch Code</b>

**Applicant's Authorisation Officer: PRINT NAME**

**Applicant's Authorisation Officer: SIGNATURE**

--

**The following documentation must be submitted with this form:**

1. Full Central Supplier Database (CSD) Report.
2. If a Joint Venture is registered, provide all JV partners CSD Reports.
3. If a Joint Venture is registered, provide the JV agreement.
4. An indemnity letter on your letterhead stating your bank details as per CSD Report (use the proforma supplied), in case of a Joint Venture (JV) confirmation of the Leading Partner bank detail or the JV bank detail.
5. B-BBEE Certificate.

**All of the above should be emailed to the appropriate office as indicated:**

<input type="checkbox"/>	Head Office:
<input type="checkbox"/>	Northern Region
<input type="checkbox"/>	Eastern Region
<input type="checkbox"/>	Southern Region
<input type="checkbox"/>	Western Region

<b>OFFICIAL USE ONLY</b>
--------------------------

**Region:**

<b>HO</b>	<b>NR</b>	<b>ER</b>	<b>SR</b>	<b>WR X</b>
-----------	-----------	-----------	-----------	-----------------

**Type of vendor:**

<b>CONTRACT</b>	<b>SUNDRY</b>	<b>PERSONNEL</b>
-----------------	---------------	------------------

**Status of vendor:**

<b>NEW</b>	<b>CHANGE</b>	<b>BLOCK</b>	<b>UNBLOCK: REASON</b>
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**AUTHORISING OFFICER REGION:**

**AUTHORISING OFFICER HO:**

--	--

**VENDOR NUMBER ALLOCATED:**

**REFER TO EXISTING  
VENDOR NUMBER**

--

--

**SERVICE PROVIDER'S  
LETTER HEAD AND  
ADDRESS**

Date: .....

The South African National Roads Agency SOC Limited  
P O BOX 415  
PRETORIA  
0001

Attention: Chief Financial Officer

Dear Madam

In consideration of your request to furnish your company with our banking details, we hereby undertake and agree to indemnify SANRAL in full against all consequences, liabilities of any kind whatsoever directly arising from or relating to the said request. This shall include but not limited to any incorrect information/ details provided by us.

We further confirm that the below are ..... 's correct bank account details, as per the attached CSD Report:

Account Name: .....  
Bank: .....  
Branch Name: .....  
Branch Code: .....  
Account No: .....

Please note that the undersigned is an authorised signatory of the company.

Kind Regards

.....  
Signature

Name:  
Designation:  
ID number:

**C1.1.5 TAX COMPLIANCE PERMISSION DECLARATION**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**Note to Tenderer:**

**In terms of National Treasury Instruction, No 3 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Service Provider and sub-contractors are required to provide the employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) system to verify and continuously track the tax compliance status of all persons conducting business with the State.**

The Service Provider 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 on an ongoing basis for the contract term.

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

In addition, the Service Provider shall obtain written consent from each of its sub-contractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term disclose the sub-contractors' tax compliance status to the Employer. For this purpose, the Service Provider shall provide the Employer with the unique security personal identification number (PIN) for each of its sub-contractors, undisclosed principals and partners involved in this contract.

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

.....  
**SIGNATURE**

.....  
**DATE**

**C1.2 CONTRACT DATA**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**C1.2.1 CONDITIONS OF CONTRACT**

## GENERAL CONDITION OF CONTRACT

### NOTES

The purpose of this document is to:

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

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## 1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16. "Project site," where applicable, means the place indicated in bidding documents, contract, or purchase, where the goods or services will be delivered or rendered.
- 1.17. "Purchaser / Employer" means the organization purchasing the goods or services, and in this instance means South African National Roads Agency Limited ("SANRAL").
- 1.18. "Republic" means the Republic of South Africa.
- 1.19. "SCC" means the Special Conditions of Contract.
- 1.20. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, provision of professional expertise, and other such obligations of the supplier covered under the contract.
- 1.21. "Service Provider or Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified services and supply the required and specified goods.
- 1.22. "Tort" means in breach of contract.
- 1.23. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. Standards**

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

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

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

## **5. Patent rights**

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

## **6. Performance security**

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

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

- 7.1. All pre-bidding testing will be for the account of the bidder.
- 7.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser.
- 7.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 7.4. If the inspections, tests, and analyses referred to in clauses 7.2 and 7.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5. Where the supplies or services referred to in clauses 7.2 and 7.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 7.6. Supplies and services which are referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7. Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the

substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

7.8. The provisions of clauses 7.4 to 7.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 23 of GCC.

## **8. Packing**

8.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **9. Delivery and documents**

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

9.2. Documents to be submitted by the supplier are specified in SCC.

## **10. Insurance**

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

## **11. Transportation**

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

## **12. Incidental services**

12.1. The supplier may, where applicable, be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 12.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### **13. Spare parts**

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

### **14. Warranty**

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

### **15. Payment**

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

15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**16. Prices**

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

**17. Contract amendments**

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

**18. Assignment**

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

**19. Subcontracts**

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

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

20.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

20.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

20.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

20.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

20.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar Functionality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **21. Penalties**

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

## **22. Termination for default**

22.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 20.1.
- b. if the Supplier fails to perform any other obligation(s) under the contract; or
- c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

## **24. Force Majeure**

24.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

24.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**25. Termination for insolvency**

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

**26. Settlement of Disputes**

26.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

26.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

26.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

26.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

26.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. the purchaser shall pay the supplier any monies due the supplier for goods delivered and /or services rendered according to the prescripts of the contract.

**27. Limitation of liability**

27.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

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

**28. Governing language**

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

**29. Applicable law**

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

**30. Notices**

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

**31. Taxes and duties**

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must verify that the tax matters of the successful bidder are in order. The successful bidder must submit the tax compliance status pin or the Central Supplier Database Master Registration Number which the purchaser will use to confirm the tax status of the successful bidder.

**32. Transfer of contracts**

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

**33. Amendment of contracts**

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

**34. Prohibition of restricted practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a supplier(s) was /were in collusive bidding.
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has /have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competitive Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or supplier(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered, and / or terminate the contract in whole or part, and /or restrict the bidder(s) or supplier(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or supplier(s) concerned.

**C1.2.2 SPECIAL CONDITIONS OF CONTRACT / CONTRACT DATA**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

**INFORMATION PROVIDED BY THE EMPLOYER**

Clause No	SCC/ Contract Data
4	<p>4.5. Neither party shall use the name or any other material and Information of the other in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party.</p> <p>4.6. The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 4.5 by all their employees, agents, Sub-Service Providers, and its Suppliers.</p> <p>4.7. Notwithstanding the provisions of Clause 4.5 above, SANRAL shall be entitled to publicize the Agreement in accordance with any legal or quasi-legal obligation upon SANRAL.</p>
5	<p>5.1.1 The Supplier shall indemnify SANRAL against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and SANRAL scale), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South Africa of any Intellectual Property Right arising out of or consequent upon the services rendered by the Supplier to SANRAL.</p> <p>5.2. The Supplier shall promptly notify SANRAL if any claim or demand is made, or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right.</p> <p>5.3. If a claim or demand is made or action brought to which Clause 5.2 may apply or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier shall at its own expense either:</p> <p>5.3.1. Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to SANRAL, who will not unreasonably withhold such acceptance; or</p> <p>5.3.2. Procure a royalty free licence to use the service on terms which are acceptable to SANRAL.</p> <p>5.4. Each of the Suppliers employees (and where applicable, subcontractors or independent contractors) working on this project shall be required to sign a SANRAL Non-Disclosure Agreement (NDA) before commencing any work on this project.</p> <p>5.5. The Parties shall prevent disclosure of the Confidential Information, except as may be required by law.</p> <p>5.6. Within thirty (30) days after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples, or excerpts thereof.</p> <p>5.7. It is recorded that the following information will, for the purpose of this Agreement, not be considered to be Confidential Information:</p> <p>5.7.1. information known to either of the Parties prior to the date that it was received from the other Party; or</p> <p>5.7.2. information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or</p>

	<p>5.7.3. information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or</p> <p>5.7.4. information which either of the Parties, in writing, authorises the other to disclose.</p> <p>5.8. The Supplier shall not, during the currency of this Agreement, or after the termination of the Agreement, be entitled whether for its own benefit or that of others, to make use or avail itself, of or derive profit from any information or knowledge specifically related to the business or affairs of SANRAL, which it shall or may have acquired by reason of its position in or association with the business of SANRAL.</p> <p>5.9. For the avoidance of doubt, no provision of this Agreement should be construed in such a way that SANRAL is deemed to have granted its consent to the Supplier to disclose the whole or any part of the Confidential Information in the event that the Supplier receives a request for the whole or any part of such Confidential Information to be divulged in terms of the provisions of the Promotion to Access to Information Act, No 2 of 2000, as amended. The Supplier shall be obliged to notify SANRAL immediately when it receives such a request to enable SANRAL to object and approach a court of competent jurisdiction, if necessary, to protect its interests.</p> <p>5.10. The Supplier acknowledges and accepts that all intellectual property relating to the Confidential Information, belongs to SANRAL and such Confidential Information and such intellectual property may not be used or reproduced for any purpose whatsoever other than the permitted purpose under this Agreement.</p> <p>5.11. Should the Supplier ("the Defaulting Party") commit a breach of any of the provisions of this Clause, then SANRAL ("the Aggrieved Party") shall be entitled to:</p> <p>5.11.1. claim specific performance by the Defaulting Party of all the Defaulting Party's obligations, in either event without prejudice to the Aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law.</p> <p>5.11.2. Terminate this agreement with immediate effect.</p> <p>5.12. The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution and management of this Agreement.</p>
<b>6.1</b>	No Performance Security is required for this contract.
<b>15</b>	<p>15.1 The Employer shall pay the Supplier the Contract Price in accordance with the provisions of the Contract.</p> <p>15.2 When submitting an invoice for payment the Supplier shall use the Employer's standard forms and formats. No payment can be made before the Supplier is registered as a vendor on the Employer's system.</p> <p>15.3 The Supplier shall submit invoices for all work rendered / goods delivered in the Employer's financial year within that specific year.</p> <p>15.3. For the Services rendered / goods delivered by the Supplier in terms hereof, SANRAL shall pay the Supplier, within thirty (30) calendar days of the date of receipt of the Supplier's valid invoice and statement therefore, by direct transfer into the bank account advised in writing by the Supplier from time to time.</p> <p>15.4. If any sum payable under this Agreement, with the exception of any payment under dispute, is not paid within 30 (thirty) calendar days after the due date then (without prejudice to the Supplier's other rights and remedies) the Supplier shall be entitled to receive interest compounded monthly on the amount owing during the period of delay. Interest shall be calculated at the prime rate charged by the Employer's bank at the time.</p> <p>15.5. The contract price shall be the prices submitted during tender by the Bidder.</p>
<b>16</b>	16.1 Contract price adjustment – the rates will be increased yearly on the anniversary of the contract by the average of the Consumer Price Index (CPIX) of the preceding twelve months.
<b>19</b>	19.2 If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the status level that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract and the value of the work is below the EME threshold.

22.1	d. In the event that its director/s of the supplier are found guilty by a Court of Law on the counts of fraud charges against them, SANRAL reserves the right to terminate the contract and to assert all legal recourse available to it.
26	<p>26.4.1 an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.</p> <p>26.4.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion, and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.</p> <p>26.4.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of 90 (ninety) days from entering into the mediation process, no resolution has been achieved.</p> <p>26.4.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.</p> <p>In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the Law Society of the Northern Province.</p>
29	<p>29.1.1. The law applicable to this agreement is the law of the Republic of South Africa with the High Court as the court of jurisdiction.</p> <p>29.1.2. Notwithstanding any provision contained in this Agreement or any right or obligations arising there from:</p> <p>29.1.2.1. SANRAL does not renounce any of its statutory powers; and</p> <p>29.1.2.2. both parties record SANRAL's power to act in accordance with the existing or future Acts of Parliament or regulations made by virtue thereof and that this Agreement shall not affect such powers in any way whatsoever;</p>
35	<p><b>Publicity and publication</b></p> <p>35.12 Unless otherwise agreed, the Supplier shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld.</p> <p>35.2. The Supplier may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.</p>
36	<p><b>SUPPLIER'S PERSONNEL</b></p> <p>36.1 <b>Provision of Personnel</b></p> <p>36.1.1 The Supplier shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications, and estimated periods of engagement on the performance of the Services in the Personnel Schedule.</p> <p>36.1.2 The Services shall be performed by the Personnel submitted by the Supplier after award for the duration of the contract.</p> <p>36.1.3 The Supplier shall:</p> <p style="padding-left: 40px;">a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel, and a timetable for the placement of Personnel.</p>

	<p>b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.</p> <p>c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.</p> <p>36.1.4. This Agreement shall not render the Supplier an employee, partner, agent, or joint venture of SANRAL for any purpose. The Supplier, it's employees and contractors are and will remain independent contractors in their relationship to SANRAL. The Supplier shall have no claim against SANRAL hereunder or otherwise for employee's tax, vacation pay, sick leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.</p> <p>36.1.5 It is specifically agreed between the Parties that they will not directly or indirectly employ (whether on a contractual basis, permanent basis or by secondment) or solicit for employment, nor contract or offer to contract with, any employee or contractor of any other Party, whilst such person is employed by either Party or within 6 (Six) months of such person ceasing to be an employee of either Party, unless the hiring Party obtains the written consent of such other Party.</p> <p><b>36.2 Staff and equipment</b></p> <p>36.2.1 The Supplier shall employ and provide all qualified and experienced personnel required to perform the Services.</p> <p>36.2.2 Where required in terms of the Contract, the Supplier shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Supplier may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.</p> <p>36.2.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.</p> <p>36.2.4 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Supplier shall bear all additional costs arising out of or incidental to such replacement.</p> <p>36.2.5 The Supplier shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.</p> <p><b>36.3 Working hours, overtime, and leave.</b></p> <p>36.3.1 Where the fee for the Services is time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 36.1 are to be as stated in the Contract Data, or, if not stated, to be determined by the Supplier. The Employer will not be responsible for overtime payments to Personnel unless so specifically provided for in the Pricing Schedule.</p> <p>36.3.2 The working hours and holiday for staff are as applicable in the Basic Conditions of Employment Act</p>
<p><b>37</b></p>	<p><b>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</b></p> <p>37.1 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Supplier, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Supplier's permission to copy for such use. Where copyright is vested in the Employer, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.</p> <p>37.2 The ownership of data and factual information collected by the Supplier and paid for by the Employer shall, after payment by the Employer, lie with the Employer. This shall</p>

include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.

37.3 The Employer shall have no right to use any documents prepared by the Supplier whilst the payment of any fees and expenses due to the Supplier in terms of the Contract is overdue.

35.4. The parties acknowledge that any and all of the pre-existing intellectual property rights developed prior to this Agreement, will remain the ownership of the relevant party (Pre-existing Intellectual Property).

37.5. In the event of the Supplier's pre-existing intellectual property being incorporated into the results, or deliverables in terms of this Agreement, the Supplier hereby irrevocably grants SANRAL a perpetual, royalty-free and worldwide, transferable, and non-exclusive license to use such pre-existing intellectual property.

37.5 The Supplier undertakes to obtain, on behalf and for the cost of SANRAL a perpetual and royalty free licenses to use any third party's intellectual property, which has been incorporated by the Supplier into the results or deliverables in terms of this Agreement.

37.6. The Supplier shall ensure that in terms of their own internal policies they impose an obligation upon their employees (and where applicable, sub-contractors or independent contractors) working on this project to promptly disclose in writing to them any registerable Intellectual Property reasonably believed to have been developed and/or created by any of them during the course of this Agreement.

37.7. The Supplier hereby irrevocably cedes, assigns, and transfers to SANRAL all right, title and interest in and to all intellectual property resulting directly from the performance of the Services / delivery of goods under this Agreement.

37.8. The Supplier hereby irrevocably cedes, assigns, and transfers to SANRAL all right, title and interest in and to all copyright in all works which are or may become eligible for copyright under the laws of the Republic of South Africa and which arises directly from the Services provided by the Supplier in terms of this Agreement.

37.9. The Supplier hereby irrevocably grants to SANRAL the sole and exclusive right to alter and adapt the copyrighted work for its own purposes.

37.10. The Supplier warrants that his results or deliverables in terms of this Agreement shall not infringe the intellectual property rights including, but not limited to, copyright, patents, and registered designs of any other party.

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

37.12. In the event that SANRAL becomes aware of any such litigation or threatened litigation:

37.12.1. SANRAL shall immediately notify the Supplier thereof.

37.12.2. The Supplier shall conduct the proceedings on SANRAL's behalf as if it were a party to the proceedings, in consultation with SANRAL, and at its own cost.

37.12.3. Neither party shall make any admissions or settle, compromise, or accept any liability in the matter without the other party's express written permission.

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

37.14. If a claim or demand is made or action brought or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier shall at its own expense either:

37.14.1. Modify any or all of the services without reducing the performance and functionality, or substitute alternative services of equivalent or superior performance and functionality for any or all of the services, so as to avoid the infringement or the alleged infringement, provided that the terms of this Agreement shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to SANRAL, who will not unreasonably withhold such acceptance; or

37.14.2. Procure a royalty free license to use the service on terms which are acceptable to SANRAL.

**C1.3 OTHER STANDARD FORMS**

**C1.3.1 FORM OF GUARANTEE (if applicable)**

**Note to tenderer:**

**This proforma guarantee is included for information purposes only. Where required in terms of the Contract, a separate form of Guarantee will be issued to the successful tenderer for completion and signature?**

TO: The South African National Roads Agency SOC Limited  
PO Box 415  
Pretoria  
0001

CONTRACT SANRAL ..... CONTRACT SANRAL HO 1027/65210/2023/01R

1. I/We, the undersigned,

..... and .....

in our capacity as

..... and .....

and as such duly authorised to represent: .....

.....

.....

(Hereinafter referred to as "the Guarantor") (in the case of a company a Resolution to be attached) do hereby hold at your disposal the amount of

.....  
(R.....) (the "guaranteed amount") for the due fulfilment by (*insert the name of Service Provider*) (hereinafter referred to as "the Service Provider") of its obligations to The South African National Roads Agency SOC Limited (hereinafter referred to as "SANRAL") in terms of the above stated contract between the Service Provider and SANRAL.

2. We hereby renounce the benefits of the exceptions *non numeratae pecuniae, non causa debiti, excussionis* and *divisionis*, the meanings and effect whereof we declare ourselves to be fully conversant.

1. We undertake and agree to pay to SANRAL the said guaranteed amount or such portion as may be demanded on receipt of a written demand from SANRAL, which demand may be made by SANRAL, if in your opinion and at your sole discretion, the said Service Provider fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the condition of contract, or if he fails or neglects to refund to SANRAL any amount found to be due and payable to SANRAL, or if his estate is sequestered or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.

4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.

5. The said guaranteed amount or such portion as may be demanded may be retained by SANRAL on condition that after completion of the service as stipulated in the contract, SANRAL shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and
- (a) must be surrendered to us at the time when SANRAL accounts to the Guarantor in terms of clause 5 above, or
  - (b) shall lapse upon the issue of the Taking-Over Certificate for the construction Works of the project, and
  - (c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT ..... ON THIS .....DAY OF  
 ..... 20 .....

GUARANTOR: .....

NAME (IN CAPITALS) .....

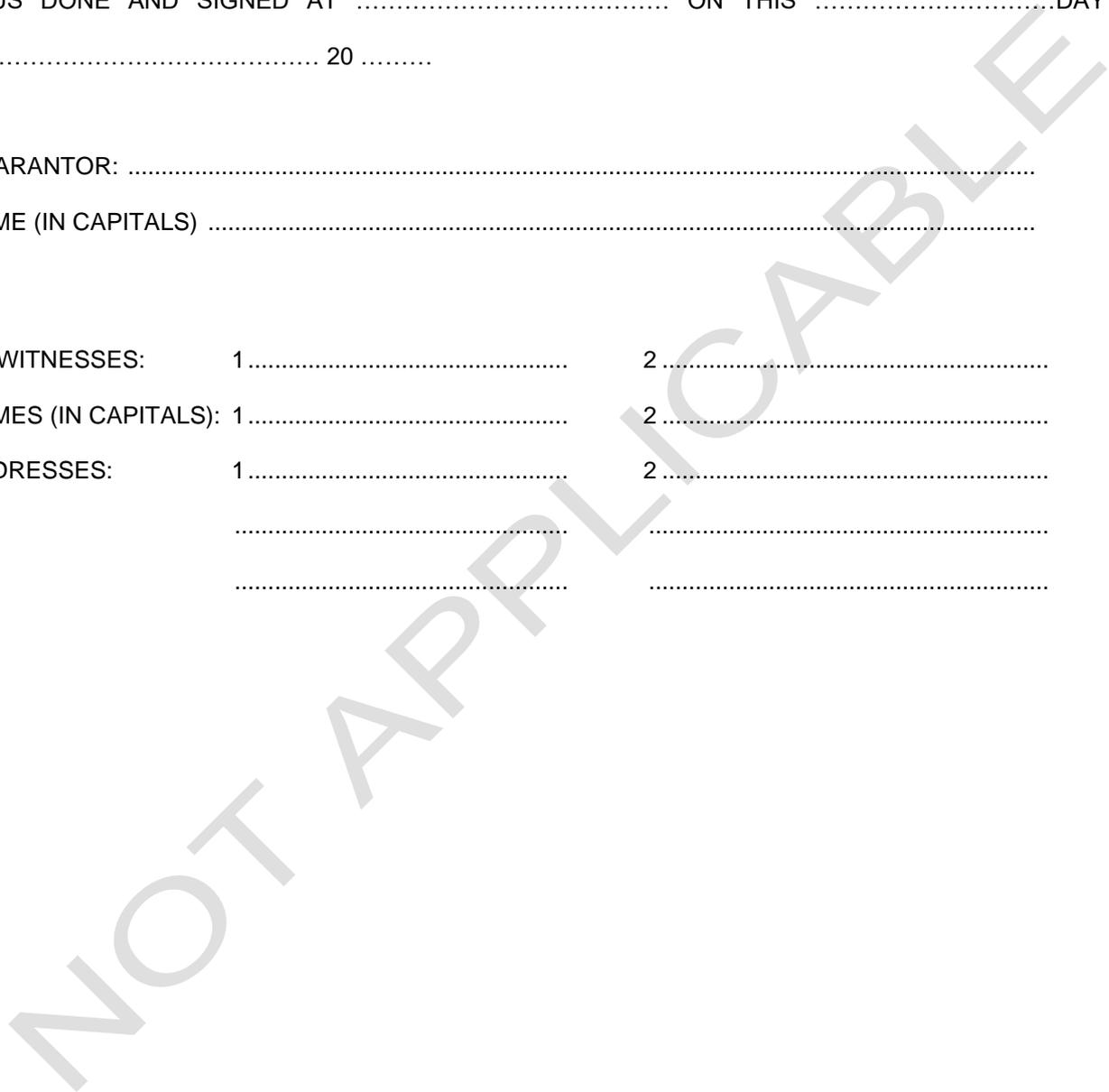
AS WITNESSES: 1 ..... 2 .....

NAMES (IN CAPITALS): 1 ..... 2 .....

ADDRESSES: 1 ..... 2 .....

.....

.....





**PART C2: PRICING DATA**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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## C2.1 PRICING INSTRUCTIONS

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision, and liability costs in providing the item or services.

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

- C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
  - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
  - Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

- C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

- C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies, or services to which the Sum relates, as the Employer shall have instructed.

For each Sum, the Employer may instruct plant, materials, or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

- C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions, and the tender sum.
- C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents.
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

## C2.2 PRICING SCHEDULE

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

- a) Disbursement related to Travel and Accommodation are subject to National Treasury's cost containment measures Instruction Note No.07 of 2022/2023.

YEAR OF ACTIVITY	TASKS	UOM	QUANTITY	UNIT PRICE RATE	AMOUNT
Year 1	DESIGN AND PROGRAMME DEVELOPMENT	Lump Sum	1		
Year 1 to Year 3	INTAKE: TRAINING IMPLEMENTATION	Annual	3		
Year 1	Training	Number	80		
Year 2	Training	Number	80		
Year 3	Training	Number	80		
Year 1	PSYCHOMETRIC TESTING	Number	80		
Year 2	PSYCHOMETRIC TESTING	Number	80		
Year 3	PSYCHOMETRIC TESTING	Number	80		
Year 1 to Year 3	PROGRAMME INCEPTION REPORT (IN TESTING)	Annual	3		
Year 1 to Year 3	MID PROGRAMME STRESS AND MOTIVATION TESTING	Annual	3		
Year 1 to Year 3	PROGRAMME CONCLUSION	Annual	3		
Year 1 to Year 3	REPORTING	Monthly	36		
Year 1 to Year 3	REPORTING	Quarterly	12		

Year 1 to Year 3	PROGRAM CONCLUSION REPORT	<b>Annual</b>	3		
Year 1 to Year 3	VENUE AND REFRESHMENTS	<b>Provisional Sum</b>	1	R130,000.00	R 130 000.00
Year 1 to Year 3	TRAVEL, ACCOMMODATION AND SUBSISTENCE DISBURSEMENT	<b>Provisional Sum</b>	1	R250,000.00	R 250 000.00
Year 1 to Year 3	GUEST SPEAKER/S	<b>Provisional Sum</b>	1	R90,000.00	R 90 000.00
<b>SUB-TOTAL</b>					
<b>VAT</b>					
<b>GRAND TOTAL TO BE TRANSFERED TO THE FORMS OF OFFER AND ACCEPTANCE (C1.1)</b>					

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**PART C3: SCOPE OF WORK**

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**PART C3: SCOPE OF WORK**

CONTRACT SANRAL HO 1027/65210/2023/01R

RFT: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AND IMPLEMENT LEADERSHIP AND CHANGE MANAGEMENT TRAINING FOR MIDDLE MANAGEMENT FOR A PERIOD OF 3 YEARS

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### C3 SCOPE OF WORKS / SERVICES

#### C3.1 GENERAL REQUIREMENTS

##### C3.1.1 Scope

The leadership development program must be coupled with mentoring programs designed to create influential and adaptable leaders. The approach needs to be a practical and immersive allowing leaders to gain the confidence to motivate teams, influence stakeholders and adapt to the leadership challenges of the future. middle managers.

##### C3.1.2 Location of the Project

The training will be following a blended learning approach where 70% is **physical place-based classroom** and 30% **online**. Below are SANRAL Offices in South Africa, Training to occur in and around the areas for classroom-based learning.

Office	Location
SANRAL Head Office (HO)	48 Tambotie Avenue Val de Grace, Pretoria
SANRAL Northern Region (NR)	38 Ida Street Menlo Park, Pretoria
SANRAL Southern Region (SR)	20 Shoreward Drive Bay West, Port Elizabeth
SANRAL Eastern Region (ER)	58 Van Eck Place Mkondeni, Pietermaritzburg
SANRAL Western Region (WR)	1 Havenga Street Oakdale, Bellville, Cape Town

##### C3.1.3 Description of the Project

The leadership development program must be coupled with mentoring programs designed to create influential and adaptable leaders. The approach needs to be a practical and immersive allowing leader's to gain the confidence to motivate teams, influence stakeholders and adapt to the leadership challenges of the future. middle managers should be exposed to:

- Transformational Leader program where they will develop resilience and agility as a leader.
- Learn the skills to lead performance through change.
- Learn how to design and implement key strategic concepts in the workplace.
- Ensuring an impact on personal and organizational goals.
- Improve core analytical skills required for approaching business challenges holistically and making better executive decisions.
- Develop greater awareness of the individual's leadership style and how it's perceived by others.
- Apply design thinking principles to solve business problems — learn effective ways of designing teams, business operations, change management initiatives, and organizational structures and culture.
- Tools and capabilities complemented with relevant psychological principles needed to create high-performance teams and increase employee motivation.
- Develop leadership and management skills.
- Give a clear understanding of the current and emerging methods for evaluating organisational performance.
- Build management effectiveness in the operational management of the organisation operating in the new economy and or structure.
- Better equip middle managers to work with and through their people as individuals and teams (very important for senior and middle managers).
- Understand how to optimise their use of information and knowledge to sustain performance.
- Enable middle managers to unlock their creativity in the process of bringing about change in the organisation, teams, and individuals.
- The learning methodology of the leadership development program should uphold the definition of Action Learning: Action learning is a systemic learning journey, aimed at resolving business and leadership challenges, which manifests through deep questioning, team collaboration and reflective practices to create sustainable learning organisations.

The overall objectives for the Leadership Development Programme are:

- To deliver a bespoke learning experience to SANRAL leadership and managers.
- Understanding and then embedding purpose driven decision making in alignment with our organisation's mission and vision.
- To build trust within SANRAL, enabling leaders to work more collaboratively, efficiently, and effectively and become a trusted and respected leadership group.
- To work in a more collaborative way across the organisation, thinking from an organisation wide perspective first as well as a team and/or department perspective.
- To equip leaders with skills to ensure staff feel trusted, empowered, and listened to and enable them to both support and challenge their teams.
- Transformational Leader program where they will develop resilience and agility as a leader; enable managers to unlock their creativity in the process of bringing about change in the organization, teams, and individuals.
- SANRAL has to train 300 staff members by 2027.
- Number of personnel to be trained per region.

HEAD OFFICE		50
NR		60
ER		40
SR		50
WR		40
TOTAL FOR 2023		240
TOTAL FOR 2027	300	

Training to be conducted

YEAR 1.

HEAD OFFICE 17  
 NORTHERN REGION 20  
 EASTERN REGION 13  
 SOUTHERN REGION 17  
 WESTERN REGION 13  
 TOTAL 80 ANNUALLY

YEAR 2

HEAD OFFICE 17  
 NORTHERN REGION 20  
 EASTERN REGION 13  
 SOUTHERN REGION 17  
 WESTERN REGION 13  
 TOTAL 80 ANNUALLY

YEAR 3

HEAD OFFICE 17  
 NORTHERN REGION 20  
 EASTERN REGION 13  
 SOUTHERN REGION 17  
 WESTERN REGION 13  
 TOTAL 80 ANNUALLY

#### C3.1.3.1 Deliverables of the Project

The deliverables need to be a practical and not limited to the below:

- The service provider should provide practical training implementation plan.
- The service provider should conduct psychometric Testing to SANRAL employees.
- The service provider should conduct training to SANRAL employees as per the number of personnel per region.
- The service provider should provide monthly and quarterly reports for the duration of the contract.
- Testing of the below concepts should cover and map out the questions at hand.
  - Programme Inception Testing: Who Am I?
  - Mid Programme Stress and Motivation Testing: How Am I Doing
  - Programme Conclusion: How Are We Doing?

#### C3.1.4 Contract period

- The contract period is for 3 years from the date of appointment.
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#### C3.1.5 Resources

Additional resources to execute the project will be in line with the tenderer's operational management and the discretion. SANRAL will not be covering additional business operating expenses.

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**PART C5: ANNEXURES**

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N/A