

# **SANRAL**

SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



Reg.No.1998/009584/30

**BUILDING SOUTH AFRICA  
THROUGH BETTER ROADS**

**REQUEST FOR TENDER [RFT] No 66111/1007/2026/01**

**SCM REF NUMBER: NRA 2026/0115**

**FOR ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THREE (3)  
YEARS**

<b>ISSUE DATE:</b>	<b>11 JUNE 2026</b>
<b>BRIEFING SESSION DATE:</b>	<b>18 JUNE 2026 @ 10H00</b>
<b>CLOSING DATE:</b>	<b>08 JULY 2026</b>
<b>CLOSING TIME:</b>	<b>12:00 PM</b>

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

BID NUMBER:	<b>66111/1007/2026/01</b>	ISSUE DATE:	<b>11 JUNE 2026</b>	CLOSING DATE:	<b>08 JULY 2026</b>	CLOSING TIME:	<b>12:00PM</b>
DESCRIPTION	FOR ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THREE (3) YEARS						
VALIDITY PERIOD	90 calendar days including the first day and including the last day.						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	Procurement						
TELEPHONE NUMBER	012-426-6200						
E-MAIL ADDRESS	ProcurementNR1@sanral.co.za						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>							
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					[IF YES, ANSWER QUESTIONNAIRE BELOW ]		
<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?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>							

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

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### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Submission of bid

The RFP submissions will close at **12h00** on Wednesday, **08<sup>TH</sup> July 2026** and all RFP documentation must be sealed in a clearly marked envelope and placed in the tender box.

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

**SANRAL: Address: 38 Ida Street**

**Menlo Park**

**Pretoria**

**Tender Box location: Tender Office**

**Reception Area**

- 1.1.1** Bidders **must submit one original plus one hard copy and electronic copy (e.g. on compact disk or memory stick)**. Additional supporting information can be provided in a separate file and cross-referenced in the main submission. The RFP envelope must also contain the Bidder's details on the back of the envelope.
- 1.1.2** No bid may be withdrawn after it has been submitted to Sanral unless the Bidder so requests in writing and such request is received by Sanral before the scheduled closing date. All bids received by Sanral on or before the scheduled closing date and time shall be valid and binding for a period **of 90 (ninety) working days** calculated from the last scheduled closing date ("validity period"). During the validity period or any extensions to the validity period, bid prices shall remain firm save only for cost variations as are measurable by the permissible contract price adjustments as set out elsewhere in this document.
- 1.1.3** No telegraphic, e-mailed or faxed bids will be accepted.
- 1.1.5** Properly motivated alternatives may be submitted but will only be considered **if a compliant offer has been submitted**. The alternative shall be approached and priced to the same detail as required by this RFP.
- 1.1.6** Bidders will be judged on the basis of the information submitted by the due date as well as additional information as may have been requested by Sanral. A Bidder will be disqualified for the furnishing of, misleading or incorrect information, which Sanral may rely upon in the selection of a preferred Bidder.
- 1.1.7** Bidders must ensure that their bids contain all documents as specified in this RFP.

#### 1.2 Clarification

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

**Enquiries will close at 16h00 on 24 June 2026.** Sanral will not be obliged to respond to any queries received after this date. No unauthorised alteration, addition or note entered by the Bidder in the RFT documents shall modify the issued RFT.

### **1.3 Formal Briefing**

A compulsory briefing session will be conducted Virtually on the **18 June 2026, at 10H00** for a period of  $\pm$  2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of respondents arriving late.

Bidders must send an email to the contact person to request for link to join the meeting, closing date for the request is 2 days prior to the Briefing Session.

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

### **1.4 Conflicts of Interest**

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to SANRAL. Bidders should contact SANRAL for clarity on whether a conflict of interest actually exists or not. The existence of a conflict of interest, or a failure by a bidder timeously to disclose any such conflict or part conflict of interest, may result in the bidder's bid being disqualified.

### **1.5 Participation in More than One Bid**

No bidder or any member of the bidder's consortium may participate or have an interest (whether direct or indirect) in any other bidder or in any member of any other bidder's consortium for purposes of submitting a bid.

### **1.6 Collusion with others**

Bidders may not negatively engage or collude with any Service Providers, whether local or international, for purposes of submission of bids in response to the RFP. Such action will lead to disqualification with no further evaluation of their bid.

### **1.7 Communication**

Specific queries relating to this RFP before the closing date of the RFP should be submitted to the contact person stated in the SBD 1 Form 5 days before tender closing date. In the interest of fairness and transparency SANRAL's response to such a query will then be made available to other bidders.

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of SANRAL in respect of this RFP between the closing date and the date of the award of the business.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

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

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

### **1.8 Joint Ventures or Consortiums**

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

signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by SANRAL through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to SANRAL.

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

## **1.9 Legal Compliance**

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

## **1.10 Disclaimers**

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

- modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFP's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider should it at SANRAL's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to SANRAL to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be

requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.

- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.
- ***If there are any queries during the Bid process and any other period after the Bid closure, Bidders are advised to forward the queries to the email address indicated in SBD1 form. If no responses are received, Bidders are requested to send the follow up email to [scmcomplaints@sanral.co.za](mailto:scmcomplaints@sanral.co.za).***

#### **1.11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

#### **1.12 Johannesburg Stock Exchange Debt Listing Requirements**

SANRAL may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

#### **1.13 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SANRAL is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

#### **1.14 Tax Compliance**

Respondents must be compliant when submitting a proposal to SANRAL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

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

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

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

**TIP-OFFS ANONYMOUS:**

**0800 204 558**

## SECTION 3

### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. OVERVIEW

The South African National Roads Agency SOC Limited is soliciting proposals from Service Provider/s that will offer Advertising and Marketing Services. The agreement will be for a period of three (3) years.

#### 2. BACKGROUND

The South African National Roads Agency SOC Limited, generally known as SANRAL, is an independent, statutory company registered in terms of the Companies Act. The South African government, represented by the Minister of Transport, is the shareholder representative of government.

SANRAL operates in terms of its founding legislation, the South African National Roads Agency Limited and the National Roads Act (Act No. 7, 1998).

SANRAL has a distinct mandate – to finance, improve, manage and maintain the national road network (the “economic arteries” of South Africa). SANRAL introduced and consolidated the concept of Public Private Partnerships that culminated in the internationally acclaimed Maputo Development Corridor.

SANRAL is committed to carry out its mandate by protecting and preserving the environment through context-sensitive solutions.

SANRAL will continue to support the development of South Africa’s human capital through tertiary institutions and cooperative governance.

SANRAL has two primary sources of income. Non-toll roads are funded from allocations made by the National Treasury. Toll roads are funded from borrowings on the capital and money markets – bonds issued on the Bond Exchange of South Africa (BESA) in the name of the South African National Roads Agency Limited, or through the concessioning of roads to private sector consortia.

SANRAL actively participates in communities across South Africa. SANRAL has a Head Office in Val-de-Grace, Pretoria and 9 provincial offices across the country.

#### **BROAD SCOPE OF WORKS:**

The broad scope of work includes strategic planning, sustaining and improving brand positioning, creative planning and development for television, radio, print, digital media and other avenues like out-of-home, including stadium and wall mural advertising. Revising and ensuring alignment of advertising and marketing strategies, campaigns and implementation plans with corporate objectives and strategies.

Includes integrated strategy and implementation plans for advertising, and marketing services linked to brand management and enhancement of the SANRAL brand. It will include:

- Collaboration with SANRAL communications team to keep the public informed about the SANRAL’s pillars and projects and to help educate the public about what SANRAL does, using advertising and marketing together with profiling SANRAL HO and all provinces.
- Branding and promoting SANRAL HO and all provincial offices.

It is the responsibility of the successful agency to initiate, develop and maintain the synergy for advertising implementation and cohesiveness with other successful service providers. The successful agency should gain an in-depth understanding of SANRAL, the brand, corporate identity and the audiences that need to be considered.

#### **DEFINING OF KEY CONCEPTS**

- ***Campaign brief***

The Campaign Brief is the creative baseline that the successful agency needs to work from and is developed from SANRAL’s input and Corporate Identity manual. The Corporate Identity manual may need to be reviewed during this contract and updated where necessary. It includes fonts, imagery, logos, personas, taglines, brand strategy, brand positioning and competitive detail. The Brief for all campaigns will be created early in the campaign cycle and will be updated throughout the campaign as necessary.

Project description : Advertising and marketing

- **Tactical creative brief**

The considerations for the campaign's creative development include messaging, campaign objectives and target audience.

- **Creative units**

Provide the conception and development, copywriting, mechanicals, storyboards, scripts, resizing and editing of all communication to be advertised on various mediums. All material must be converted to the required formats for various media houses (for example, print, online, broadcast and out-of-home (OOH) media).

- **Media Brief**

The successful agency's recommendations for campaign media development, including the media budget, flighting, messaging parameters and target audience(s).

**Key Metrics**

- Established with SANRAL and ensures that all metrics are known and measured when required. It includes:
  - Review of industry data.
  - Implementation of learning from focus groups and/or research.
  - Goal delivery of brand awareness growth, key measures that include brand linkage, amongst others.

**SANRAL's Team**

SANRAL Communications' team remains the primary communications point for the successful agency. The relevant SANRAL authorised personnel will provide final sign-off on all cost estimates, invoices, draft creatives, final creatives, strategies, implementation plans, as well as the execution thereof.

**Technical Envelope:**

**A. SPECIFICATIONS FOR STRATEGIC AND CREATIVE ADVERTISING AND MARKETING:**

**A1 The scope of works includes:**

- A1.1 Provide a team for non-toll and toll advertising.
- A1.2 Provide a dedicated senior strategist for the account.
- A1.3 Provide strategic brand insight and direction pertaining to advertising and marketing communications at a corporate and product level, as well as from an integrated viewpoint.
- A1.4 Develop an overall advertising, marketing and brand strategy and a creative plan to positively profile the SANRAL brand as well as create awareness, educate and call for action campaigns for the public on what SANRAL does for each pillar of operations. Also includes strategies and plans for SANRAL's projects.
- A1.5 Review and update SANRAL's style guide and corporate identity manual for the brand, its products and/or sub-brands.
- A1.6 Carry out necessary research before a corporate/brand/pillar/project campaigns, including integrated campaigns, as well as research during or post the campaigns as an assessment of work to ensure return on investment (ROI).
- A1.7 Perform brand reviews and ensure involvement in key research initiatives such as brand awareness and tracking, and research to determine communications effectiveness.
- A1.8 Obtain and verify client creative briefs through job cards, for each project that describes the strategy, specific goals and message of each project.
- A1.9 Manage all ongoing projects and ensure cost estimates are issued before work commences.
- A1.10 Monitor selected campaigns as well as provide analysis of the feedback about the impact of the brand and creative campaigns.
- A1.11 Monitor annual trends and ongoing analysis of consumer attitudes and behaviour.
- A1.12 Manage and coordinate the successful bidder's teams across disciplines and geographic areas in fulfilling the obligations listed herein.
- A1.13 Ensure proper collaboration with the other successful service providers, resulting in an integrated advertising and marketing approach and integrated strategies, plans and campaigns for SANRAL.

- A1.14 Study and analyse the advertising markets and audiences related to SANRAL's business and provide reports to SANRAL, when needed.
- A1.15 Develop creatives showing an understanding of SANRAL's operating environment in relation to advertising and marketing activities.
- A1.16 Contribute to and advise SANRAL on the development and implementation of advertising and marketing plans, including marketing communications, advertising, strategies and account planning, and research for the contract. All information must meet specified deadlines.
- A1.17 Create, prepare, and submit for SANRAL's approval, marketing and advertising strategies, plans, concepts, rough layouts, scripts for radio adverts, rough storyboards, including all related work and plans for the development and execution thereof.
- A1.18 Execute and implement marketing communications and advertising in finished form, only after obtaining SANRAL's timely prior approval, and cost estimate approvals, and forward finished approved work to the relevant service providers or media houses.
- A1.19 Traffic manage all necessary materials to media suppliers, media buyers and all other third parties (including other successful service providers) needed to accomplish SANRAL's approved marketing communications, advertising ideas, programmes, campaigns and integrated plans.
- A1.20 Update and develop strategic point-of-views and marketing plans for new initiatives, as well as develop (in conjunction with the communications team) presentations to senior management.
- A1.21 Develop a target audience list for all core target markets for campaigns when needed.
- A1.22 Arrange, procure, book and manage the full process for photo/video shoots for print and television campaigns as and when required, including the procurement for the full services (film company; director, producer and crew, location scouts, locations, models, venues, catering, postproduction, sound, voice over artists, etc. for the shoots).
- A1.23 Arrange, procure, book and manage recording of radio adverts as well as dramas as and when required, including the procurement for the full services (voice over artists, studio bookings, sound, etc. for the recordings).
- A1.24 Resize, edit, and ensure materials are in the required formats for the media houses, including ad hoc placements and OOH.
- A1.25 Develop marketing campaigns, conception, information architecture, creative design, copywriting, graphical design and resizing, as final mechanics required for the campaign.
- A1.26 Edit and proofread all copy, including copy approved by SANRAL, and ensure that all such materials approved have been reviewed and approved through SANRAL's internal review process.
- A1.27 SANRAL makes use of all official local and foreign languages depending on the area in which we are working, hence the successful service provider must be able to translate all work into the required languages and ensure work is proofread as well as quality checked.
- A1.28 Provide creative and marketing consulting, sharing with SANRAL the best practices expertise for brand advocacy, education, and call-to-action campaigns to ensure creative continuity.
- A1.29 The bidder shall develop and implement the strategy and creative for all traditional and community media, for example. television, radio, print, social and digital media networks, OOH, including billboards and wall murals, as well as any new platforms that may be introduced for approval.
- A1.30 Develop concept design and produce television and audiovisual (including dramas and documentaries), radio (including dramas), digital and OOH adverts for all SANRAL pillars of operations and projects.
- A1.31 Develop concept design and production of radio ads – ongoing according to programmes, including all pillars of operations and SANRAL traffic alerts and road closure ads.
- A1.32 Develop concept design and production of print adverts of different sizes to meet all SANRAL requirements.
- A1.33 Develop digital advertising material – including for social media channels – adverts of different sizes and other online advertising opportunities.
- A1.34 Develop creatives for all types of media executions, including those for new platforms that may be introduced.
- A1.35 All campaigns must be scheduled into a calendar for the year, monitored and evaluated after implementation. Implementation plans to be adjusted as required.

- A1.36 SANRAL reserves the right to utilise its own employees and/or its service providers in its adverts.
- A1.37 The successful bidder may be required to conduct/implement an integrated communications campaign outside of South Africa's borders.

## **A2 Media Optimisation and Creative Attunement**

- A2.1 Monitor all reporting systems to ensure campaigns are running correctly.
- A2.2 Manage and deliver data and performance reports of the campaigns and activities to SANRAL.
- A2.3 Design at least 3 creative concepts per strategy, per project and/or campaign (including ad hoc campaigns).
- A2.4 Translation into all South African official languages as well as foreign languages where required.
- A2.5 Copywriting of all languages and proofreading.
- A2.6 Design and layout of all adverts and templates for publications.
- A2.7 Resizing per the specification of publications.
- A2.8 Turnaround times and processes must meet the deadline of at least a day, as some project turnarounds are immediate.
- A2.9 Provide storyboards or higher equivalent for TV, OOH and social and digital campaigns.
- A2.10 Provide laid-out copy and design for any print or OOH campaigns for approval.
- A2.11 Provide draft scripts of radio adverts for approval.
- A2.12 All work must be quality checked by the successful service provider.

## **B. OTHER TENDER SPECIFICATIONS AND REQUIREMENTS**

### ***B1. Programme administration***

- B1.1 Participate in daily update calls with the SANRAL team and attend a weekly status meeting at least once a week.
- B1.2 Prepare reports for weekly status, monthly executive and budget meetings.
- B1.3 Prepare a monthly report of accomplishments and expenditures due by the third week of the following month.
- B1.4 Participate in a weekly or monthly strategy meeting with the SANRAL team to assess accomplishments and financial status and to adjust plans for the coming month.
- B1.5 Attend SANRAL-related meetings (e.g. project-specific meetings.)
- B1.6 Take all reasonable precautions to guard against any loss to SANRAL through the failure of suppliers to execute their commitments properly.
- B1.7 No work of whatsoever nature shall be actioned without obtaining prior approval of SANRAL.
- B1.8 The successful providers must participate in weekly inter-agency meetings.

### ***B2 Account Management and Workflow***

- B2.1 Issue status reports as and when needed for all projects, including but not limited to project number, description, current status, next steps, timelines and due dates.
- B2.2 Screen and quality check work before presentation to SANRAL.
- B2.3 Submit work timeously for approval by SANRAL.
- B2.4 Prepare and submit cost estimates timeously prior to work being carried out.
- B2.5 Follow SANRAL's transformation objectives.
- B2.6 Prepare, consult and submit campaign timing plans.
- B2.7 Prepare, consult and submit a yearly calendar of activities together with media buying.
- B2.8 Obtain sign-off from authorised Client representative.
- B2.9 Issue invoices and statements timeously as directed by SANRAL.
- B2.10 Manage and resolve financial queries with third parties.
- B2.11 Manage third-party suppliers.
- B2.12 Develop, collaborate, and project manage all advertising projects/campaigns.
- B2.13 Oversee the application of and adherence to Corporate Identity.
- B2.14 Provide a hard drive to SANRAL of all work done for SANRAL. This information is to be provided twice a year for the duration of the contract.
- B2.15 Issue financial reports highlighting projects completed and/or invoiced, and other costs and committed budgets.

- B2.16 Ensure that status reports are timeously updated and distributed prior to the weekly meetings.
- B2.17 Ensure that all reports are timeously updated on a monthly basis or as required.
- B2.18 Ensure that all cost estimates are submitted with a job card number issued by relevant SANRAL personnel.
- B2.19 The following financial accounting is required:
- Forecast yearly and update monthly expenditure
  - Maintain a cost estimate and invoice register
  - Monthly billing must be on time
  - Monthly reconciliations and statements
  - Maintain a job card register
  - Monthly reporting on budget spent to date and remainder with separated by rate per hour worked and any third-party procurement.
  - Accurately manage and track spend any production, providing accurate and timely monthly invoices.
  - Prepare and submit cost estimates (CEs timeously with the relevant job card number.
  - Invoices must include all quotations and signed CEs and works authorisation (WA).
- B2.20 Finance personnel must attend the monthly finance meeting.

**Important Note for Prospective Bidders**

1. **Commencement of Work**  
Work may only begin once the successful bidder has received a signed **Cost Estimate (CE)** and **Works Authorisation (WA)** from SANRAL. No work is to be carried out before this.
2. **No Upfront Payments**  
SANRAL will not make any advance or upfront payments under this contract. The successful bidder must bear all costs associated with the work until the work has been completed and formally approved by SANRAL.
3. **Invoicing and Payment**
  - Only after the work has been approved by SANRAL may the bidder submit an invoice.
  - The invoice must be dated the same day it is submitted to SANRAL.
  - Provided the invoice is submitted timeously, SANRAL will make payment within 30 days from the invoice date.

## C. SUBCONTRACTING REQUIREMENTS

### Executive Overview

It is a requirement of this project that the successful tenderer sub-contract a minimum of 30% (thirty percent) of the work/services by the end of the contract to Targeted Enterprises as defined in Clause 19.2 of the Conditions of Contract.

### Scope of Requirement

#### Sub-contracting

#### 1. Objectives of sub-contracting Targeted Enterprises

1.1 Amongst others, the key objectives of Government are to extend economic opportunities and build entrepreneurial capacity in rural and underdeveloped areas and townships by:

- c) optimising the utilisation of local resources in the Project Area;
- c) developing these local resources in the execution of the project; and
- c) maximising the amount of funds retained within the Project Area.

1.2 To give effect to these objectives the Service Provider shall, over the full duration of the contract:

- ii) subcontract Targeted Enterprises as stated in the Conditions of Contract Clause 19.2; and
- ii) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s).

#### 2. Monitoring sub-contractor performance and payments

- To ensure that the sub-contractor programme achieves its goals, the Services Provider is required to involve its sub-contractors in status and other critical meetings meant to enhance delivery of services to SANRAL.
- To minimise disputes and ensure transparency, SANRAL requires the Service Provider to table a report on a monthly basis of it's spend on sub-contracting work. During the ranking of such a report, the attendance of the sub-contractor(s) is encouraged.
- The Service Provider is expected to periodically assess the performance of its sub-contractors, ensuring that the right metrics are being monitored and reports compiled. SANRAL may from time to time ask for such reports.

**SECTION 4**  
**CRITERIA AND RETURNABLE DOCUMENTS**

**4.1 STEP ONE: Test for Responsiveness**

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>	
• Bid received before closing date and Time	
• Bidder has completed SECTION 1: SBD1 Form	
• Bidder has submitted a Priced Offer	
• Bidder has attended Compulsory Briefing Session	
• Latest audited financial statements or signed management accounts with bank statements	
• Subcontract a minimum 30% to a Targeted Enterprise	

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

**4.2 STEP TWO: Minimum Threshold (42 Points for Phase 1, 45 points for Phase 2) points for Technical Criteria**

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

**PART B: TECHNICAL EVALUATION CRITERIA**

The minimum evaluation points required to qualify from Phase 1: Technical and suitability evaluation phase to Phase 2: Case Study phase is **42 points**. The minimum points required in Phase 2: Case Study is **45 points** to qualify for the pricing and preference evaluation Phase 3. Note points do not carry over from Phase 1 to Phase 2. SANRAL reserves the right to carry out presentations for clarity of the case studies.

**PHASE 1:**

**EVALUATION OF TECHNICAL PROPOSAL:**

1. CAPABILITY: Infrastructure of Company, experience and capacity (Attach supporting documents after this section)						Tenderer's Score
<b>Organisational experience and capabilities</b> List the companies you have worked for in the form of a spreadsheet. For each company, include three television adverts, three print adverts, three radio adverts, three OOH. The adverts must have been created in the last 5 years. Please do not include any recruitment and notice adverts as it will not be considered. A minimum of 3 public sector entities with creatives mentioned are required.	Did not supply relevant company information	>=1<=2 companies	>=3<=5 companies	>= 6<= 8 companies	>=9 companies	
	0	2	3	4	5	
<b>Testimonials</b> Provide testimonials (not older than 5 years) from companies or clients	0	>=1<=3 testimonials	>=4<=6 testimonials	>=7<=9 testimonials	>=10 testimonials	

<p>where similar services were provided for the public sector. Each testimonial must be on a client (i.e. company) letterhead and include and not be limited to:                  -A brief description of services rendered                  - Quality of service                  -duration of service                  -Work within budget                  -Kindly provide contact details for verification                  A minimum of 4 testimonials is required.</p>	0	4	7	8	10	
<p><b>Qualifications and competence of key staff:</b> Provide an organogram of the staff that will manage the account with the staff titles listed below. <b>Please submit a CV of a maximum of 3 pages for each person who will fulfil the following roles. Please ensure that the communications, marketing, and/or advertising qualifications and experience are detailed.</b></p>						
<p>Experience of senior marketing and advertising strategist (minimum 10 years in the role with relevant communications, marketing and/or advertising qualifications)</p>	Did not supply CV	>=1<=6 Years	>=7<=9Years	>=10<=14 Years	>=15Years	
	0	3	7	8	10	
<p>Experience of senior creative designer (minimum 7 years in the role with relevant communications, marketing and/or advertising qualifications)</p>	Did not supply CV	>=1<=6 Years	>=7<=9 Years	>=10<=12 Years	>=13 Years	
	0	1	3	4	5	
<p>Experience of advertising and marketing Lead director for the non-toll team (minimum 7 years in the role with relevant communications, marketing</p>	Did not supply CV	>=1<=6 Years	>=7<=9 Years	>=10<=12 Years	>=13 Years	

and/or advertising qualifications)						
	0	2	3	4	5	
Experience of advertising and marketing Lead director for the toll team (minimum 6 years in the role with relevant communications, marketing and/or advertising qualifications)	Did not supply CV	>=1<=5 Years	>=6<=8	>=9<=11 Years	>=12 Years	
	0	2	3	4	5	
<b>Sub-total Capability</b> <b>Maximum: 40</b> <b>Minimum: 27</b>						

<b>2. SUITABILITY: Evaluation based on the quality of the response, feasibility, quality and content (Attach supporting documents)</b>						<b>Bid Evaluation Committee Score (For SANRAL Use)</b>
<p><b>Technical experience in comparable projects</b> The bidder must demonstrate proven experience in executing integrated advertising campaigns by providing detailed examples of work of <b>multi-channel, high-complexity campaigns</b> delivered within the last five (5) years. These examples should illustrate your capacity to manage campaigns of a <b>significant scale</b>, involving strategic planning, creative development, and execution across multiple major channels simultaneously. Provide examples of past productions within that range (budgets, scale, deliverables, client names if permissible).</p> <p><b>Submission Requirements</b> <b>For each campaign, provide:</b></p> <ol style="list-style-type: none"> <li>1. Client Name   Campaign Objective   Timeline   Measurable Outcomes (e.g., reach, ROI).</li> <li>2. Multichannel Proof (at least 4/5 channels per campaign):                             <ul style="list-style-type: none"> <li>o TV: link/Recording (1 per campaign) with the storyboard and script.</li> </ul> </li> </ol>	0 campaigns	≥1≤3 campaigns	≥4≤7 campaigns	≥8≤10 campaigns	≥11 campaigns	
	0	6	12	13	15	

<ul style="list-style-type: none"> <li>○ Print: 2 examples (e.g., newspaper clippings, PDFs).</li> <li>○ Radio: 1 audio sample with script</li> <li>○ OOH: 2 examples (e.g., billboard photos, transit ads and/or wall murals).</li> <li>○ Digital: 2 samples (e.g., screenshot links, analytics).</li> </ul> <p>Exclusions: recruitment advertisements, retail store promotions, and classified advertisements will not be considered. (A minimum of 4 campaigns)</p>						
<p><b>Experience in brand reviews and research</b> Proven experience conducting brand reviews/research (minimum of 3 projects in the last five years).</p> <p><b>Submission Format</b> For each project, submit a one-page summary (max) with the following sections:</p> <ol style="list-style-type: none"> <li>1. Client/Brand Name</li> <li>2. Objectives (e.g., repositioning, audience insights, competitive analysis).</li> <li>3. Methodology (e.g., surveys, focus groups, market data).</li> <li>4. Key Findings and Recommendations (bullet points). Supporting Evidence</li> </ol>	Not supplied	>=1<=2 reviews/ research	>=3<=4 reviews/ research	>=5<=6 reviews/ research	>= 7 reviews/ research	
	0	1	3	4	5	

<p>Include three letters from independent research companies confirming results of your work. These should highlight measurable outcomes (brand awareness improvement, consumer/user perception shifts, etc).</p> <p>5. Impact/Outcome (e.g., strategy adopted, performance uplift).</p>					
<p><b>Sub-total Suitability</b>  <b>Maximum: 20</b>  <b>Minimum: 15</b></p>					
<p><b>Sub-total Phase 1 Capability and Suitability: 60 points</b></p>					
<p><b>Minimum score to qualify for Phase 2 Case Study: 42 points</b></p>					

<b>Phase 2: Adjudication Category for Case Study</b>		
<p>Suitability: Case Study specifications:</p> <ul style="list-style-type: none"> <li>– all case studies should not be older than 7 years.</li> <li>– all case studies should be of public-sector based organisations.</li> <li>– each of the case studies must be of different campaigns and not a repetition of the same campaign.</li> <li>– a minimum of 45 points is required to move from Phase 2 to qualify for the pricing and preference evaluation phase.</li> </ul> <p>- Note that recruitment, retail stores and classified advertising experience is not acceptable.</p>		
<p>Case Study 1: Submit a detailed case study of a large-scale, integrated advertising campaign (executed in the last 7 years).</p> <p>Focus:</p> <ul style="list-style-type: none"> <li>• This case study should demonstrate your agency's ability to manage a complex, multi-faceted project from strategy through to execution and measurement.</li> <li>• Provide an example of past productions of a large-scale campaign (budgets, scale, deliverables, client name if permissible).</li> <li>• Include documented proof (e.g. invoices, contracts, letters of confirmation, or financial summaries) to substantiate the figures.</li> </ul> <p>:</p> <ul style="list-style-type: none"> <li>○ Executive Summary – Brief campaign overview (goals, approach, results).</li> <li>○ Client Overview – Company background &amp; verifiable references.</li> <li>○ Campaign Strategy – Objectives, target audience, insights, and alignment with business goals.</li> <li>○ Creative Development – Samples of ads across all platforms.</li> <li>○ Results &amp; Impact – Measurable outcomes (e.g., brand awareness, engagement).</li> <li>○ Challenges &amp; Learnings – Key obstacles, solutions, and takeaways.</li> <li>○ Conclusion &amp; Recommendations – Insights for future campaigns.</li> </ul>		
Questions Evaluating Case Study 1	Score - 30	Weighting
<p>Question 1: Executive Summary and Client Overview (6 marks total)</p> <p>a) Does the executive summary concisely capture the campaign's complexity, scope, objectives, and outcomes? (3 marks)</p> <p>b) Does the case include a clear client overview and verifiable references? (3 marks)</p>	<p>a) Does the executive summary concisely capture the campaign's complexity, scope, objectives, and outcomes? (3 marks)</p> <p>0 = No summary or vague overview 1 = Some relevant details, but lacks clarity or scope 2 = Clear summary with adequate coverage 3 = Concise and insightful summary capturing scope, objectives, and key outcomes</p> <p>b) Does the case include a clear client overview and verifiable references? (3 marks)</p> <p>0 = No client details or references 1 = Basic client mention, no contact 2 = Client background included, limited referencing 3 = Comprehensive overview with contactable references</p>	
<p>Question 2: Campaign Strategy and Objectives (7 marks total)</p> <p>a) Are the campaign objectives clearly defined and measurable? (2 marks)</p> <p>b) Is there clear alignment between campaign objectives and the client's business goals? (2 marks)</p>	<p>a) Are the campaign objectives clearly defined and measurable? (2 marks)</p> <p>0 = Objectives unclear or missing 1 = Objectives stated but not measurable 2 = Clear and measurable objectives</p> <p>b) Is there clear alignment between campaign objectives and the client's business goals? (2 marks)</p> <p>0 = No alignment mentioned 1 = Weak or indirect alignment 2 = Strong and well-articulated alignment</p>	

<p>c) Was the target audience well-defined and relevant to the strategy? (1 mark)                  d) Was the overall campaign approach strategically sound? (2 marks)</p>	<p>c) Was the target audience well-defined and relevant to the strategy? (1 mark)                  0 = Vague or missing                  1 = Clearly defined and aligned                  d) Was the overall campaign approach strategically sound? (2 marks)                  0 = Lacks coherence or rationale                  1 = General approach explained                  2 = Strong rationale with clear strategic choices</p>	
<p>Question 3: Creative Development and Platform Execution (7 marks total)                  a) Did the creative execution effectively adapt across all required platforms (TV, radio, print, OOH, social/digital)? (3 marks)                  b) Are creative samples provided, and do they demonstrate originality and audience relevance? (2 marks)                  c) Was the use of insights evident in shaping the creative approach? (2 marks)</p>	<p>a) Did the creative execution effectively adapt across all required platforms (TV, radio, print, OOH, social/digital)? (3 marks)                  0 = One or no platforms shown                  1 = Some platforms covered                  2 = Most platforms adequately shown                  3 = All platforms clearly demonstrated with coherence                  b) Are creative samples provided, and do they demonstrate originality and audience relevance? (2 marks)                  0 = No or irrelevant samples                  1 = Adequate creativity shown                  2 = Strong creative expression, aligned with the audience                  c) Was the use of insights evident in shaping the creative approach? (2 marks)                  0 = No insights used                  1 = Some linkage to insights                  2 = Strong insight-based creativity</p>	
<p>Question 4: Outcomes and Effectiveness (5 marks total)                  a) Are measurable outcomes of the campaign provided (e.g. brand awareness uplift, engagement, conversion)? (3 marks)                  b) Are campaign value and impact discussed in a meaningful way? Include documented proof (e.g. invoices, contracts, letters of confirmation, or financial summaries) to substantiate the figures. (2 marks)</p>	<p>a) Are measurable outcomes of the campaign provided (e.g. brand awareness uplift, engagement, conversion)? (3 marks)                  0 = No measurable outcomes                  1 = General outcomes, no data                  2 = Some metrics or data used                  3 = Strong use of specific, relevant metrics                  b) Are campaign value and impact discussed in a meaningful way with evidence provided? (2 marks)                  0 = Not mentioned                  1 = General value described                  2 = Clear evidence of value creation (invoices, contracts, financial summaries, ROI, reach, perception change, etc.)</p>	
<p>Question 5: Challenges, Learnings and Recommendations (5 marks total)                  a) Were there challenges during the campaign, and how were they addressed and discussed? (2 marks)                  b) Are key lessons learned clearly articulated? (2 marks)                  c) Are relevant conclusions and actionable recommendations included? (1 mark)</p>	<p>a) Are challenges during the campaign and how they were addressed discussed? (2 marks)                  0 = Not mentioned                  1 = Superficial or vague                  2 = Clear challenges and resolution strategies                  b) Are key lessons learned clearly articulated? (2 marks)                  0 = Not addressed                  1 = General reflection                  2 = Thoughtful and applicable lessons                  c) Are relevant conclusions and actionable recommendations included? (1 mark)                  0 = None                  1 = Clear and relevant</p>	

Sub-total		
Case Study 1: Total 30, minimum 22		
Case Study 2: Submit a detailed case study of a brand review and research project conducted within the last 7 years.		
<ul style="list-style-type: none"> <li>• Showcase notable campaigns or projects where you have conducted comprehensive brand reviews.</li> <li>• Supporting Evidence Include letters from independent research companies confirming the results of your work. These should highlight measurable outcomes (brand awareness improvement, consumer/user perception shifts, etc).</li> </ul> <ol style="list-style-type: none"> <li>1. Client background (industry, challenges, objectives) Showcase notable campaigns or projects where you have conducted comprehensive brand reviews.</li> <li>2. Research methodology (qualitative/quantitative, tools used)</li> <li>3. Key insights &amp; findings</li> <li>4. Strategic recommendations</li> <li>5. Impact &amp; measurable outcomes (e.g., brand perception shift, business growth)</li> <li>6. Challenges and Lessons Learned</li> </ol>		
Questions Evaluating Case Study 2	Score - 30	Weighting
1. Client Overview & Project Background <ul style="list-style-type: none"> <li>• Were the client's industry, challenges, and objectives clearly explained?</li> <li>• Were verifiable references provided?</li> <li>• Showcase notable campaigns or projects where you have conducted comprehensive brand reviews.</li> </ul>	0 = No client details or references provided 1 = Basic industry/challenge mentioned (no objectives) 2 = Objectives stated but vague, no contactable reference 3 = Clear industry/challenge/objectives; unverified reference 4 = Fully detailed + verifiable client contact (email/phone)	
2. Research Methodology <ul style="list-style-type: none"> <li>• Was the research approach (qual/quant) well-defined?</li> <li>• Were data collection tools (surveys, focus groups, etc.) appropriate?</li> </ul>	0 = No methodology described 2 = Only qualitative or quantitative mentioned (no tools) 3 = Both qual/quant stated + 1 tool (e.g., "surveys") 4 = Detailed methods (e.g., "500-person survey + 5 focus groups") 5 = Robust justification for tools/sample sizes + data integrity noted	
3. Key Insights & Findings <ul style="list-style-type: none"> <li>• Were the research findings relevant and actionable?</li> <li>• Were data visualisations (charts, graphs) used effectively?</li> </ul> Supporting Evidence Include three letters from independent research companies confirming the results of your work. These should highlight measurable outcomes (brand awareness improvement, consumer/user perception shifts, etc).	0 = No insights or irrelevant findings 2 = 1-2 generic insights (no data support) 3-4 = 3 letters from independent research companies' insights/results with some data (e.g., "30% of respondents...") 5 = Insights linked to visuals (charts/graphs) 6 = Actionable insights + professional visuals (e.g., infographics)	
4. Strategic Recommendations <ul style="list-style-type: none"> <li>• Were recommendations aligned with research findings?</li> </ul>	0 = No recommendations or unrelated to findings 1 = Generic suggestions (e.g., "improve brand awareness")	

<ul style="list-style-type: none"> <li>• Were they practical and measurable?</li> </ul>	3 = 2 recommendations tied to insights 4 = Recommendations include implementation steps 5 = Measurable KPIs attached (e.g., "Launch rebrand by Q3 to achieve 15% perception lift")	
5. Impact & Measurable Outcomes <ul style="list-style-type: none"> <li>• Were post-research results (e.g., brand lift, sales growth) quantified?</li> <li>• Was the business impact clearly demonstrated?</li> </ul>	0 = No outcomes provided 2 = Anecdotal results (e.g., "client was satisfied") 4 = 2-3 metrics (e.g., "10% brand lift") without baseline 5 = Metrics with before/after comparison (e.g., "Awareness rose from 40% → 52%") 6 = Business impact proven (e.g., "Drove R200 000 in sales post-implementation")	
6. Challenges & Lessons Learned <ul style="list-style-type: none"> <li>• Were obstacles and solutions discussed?</li> <li>• Were key takeaways for future projects identified?</li> </ul>	0 = Not mentioned 1 = 1 challenge stated (no solution) 2 = 1 challenge and solution 3 = 2 challenges and solutions 4 = Lessons framed as actionable guidelines (e.g., "Conduct pilot tests before full rollout")	
Sub-total		
Case Study 2: Total 30, minimum 23		
Total Case Study 1 and 2	60	
Minimum	45	

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

#### 4.3 STEP THREE: Evaluation and Final Weighted Scoring

a) **Price and Specific Goal**

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Or

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

Where:

*Ps* = Score for the Bid under consideration

*Pt* = Price of Bid under consideration

*Pmin* = Price of lowest acceptable Bid

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

- b) **Specific Goals** [Weighted score 10 or 20 point]
- Specific goals preference points claim form
  - Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in the specific goals Claim Form.

#### **4.4 STEP FOUR: Post Tender Negotiations (if applicable)**

- Respondents are to note that Sanral may not award a contract if the price offered is not market-related. In this regard, Sanral reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Sanral conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Sanral based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **4.5 STEP FIVE: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

Respondents are to note that, on award of business, Sanral is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016. **[This is not applicable if RFP was not advertised on National Treasury e-Tender Publication Portal]**

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Sanral is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

**SECTION****PRICING SCHEDULE****PRICING RULES:****1. 1. GENERAL**

- a) Where no price or where a R0-00 price is entered against any and/or all payment items under the three categories of staff, SANRAL shall regard such service as either being included elsewhere under other payment item/s or provided free of charge. The entering of R0-00 shall not absolve the service provider from performing its obligation under the payment item/s.
- b) If the service provider does not wish to price under any column, please insert R0-00. Do not leave any column, row and/or any combination thereof open.
- c) Do not qualify or write words in the pricing schedule. Any qualification and/or amendments must be incorporated into the form provided.
- d) Do not give an alternative pricing unless the postulated pricing schedule is filled in and submitted.
- e) Prices and totals must be equal to the product of the service providers' tendered hourly rates and quantities.
- f) Quantities are estimates only and are used for purposes of evaluation only and do not reflect any guarantee of work. The service provider will not be entitled to claim any quantities provided in this schedule, nor will the tenderer have any claim against SANRAL for any reduction of the quantities or costs.
- g) SANRAL makes allowance for production costs to execute work commissioned. The production cost is merely an estimate for bidding purposes, and SANRAL reserves the right not to utilise the full amount of the production cost for the duration of the contract.

**2. DISCOUNTS:**

- a) Any discounts that are provided unconditionally will be taken into account for evaluation purposes.
- b) Discounts provided on condition will not be taken into account.
- c) Discounts must be indicated separately to the price tendered under a separate heading itemised **DISCOUNTS**.

**3. RETAINERS:**

- a) No retainers will be allowed or paid out; only the cost for actual work done will be paid.

**4. MARK UPS:**

- a) Mark-ups will only be allowed for the production of all outsourced adverts and any related third-party costs for advertising and marketing. However, it must be tendered in the pricing schedule.
- b) Markups must not exceed what the industry prescribes.

**5. PRICING:**

- Please use the table below to show the structure of the tendered fees.
- Write the rate per hour per staff designation.
- PART A – Pricing Schedule: PROFESSIONAL FEES
- Calculate the cost per designated level of staff hours and write the figures in the relevant fields provided.

- The total tendered amount will be calculated as follows:
  - Add up all three levels of staff hours individually.
  - Thereafter, add these sub-totals of these three staff levels as the price tendered as per the Professional fees pricing schedule for 2026/7.
  - Price tendered as per the Professional fees pricing schedule plus estimated CPI increase on previous calculations, representing pricing for the following year (also known as year 2 or financial year 2027/2028)
  - The Price tendered as per the pricing schedule for year 2 above, plus estimated CPI increase representing pricing for year 3 (also known as financial year 2028/2029).
  - Add the three-year pricing and write down the sub-total.
  - Calculate VAT for the sub-total calculated.
  - Add the sub-total and VAT to come to a Total amount. Write the total in figures and words as directed in the fields provided.
  
- PART B – Pricing Schedule: PRODUCTION AND MARK-UP
  - The estimated production cost is presented.
  - Write the mark-up percentage to be charged for third-party costs for the duration of the contract.
  
- PART C: Pricing Schedule
  - Once PART A - Pricing per staff is completed, use this information to populate the table under PART C.
  - Write in the amount for the three years excl. VAT for the Professional Fee in PART C – Pricing schedule, in the field provided.
  - Write in the VAT calculated in PART A .
  - Write in the Total for professional fee as calculated in PART A.
  - Finally add up each column and write in the amount in the row Grand total to get the figures for Total tendered price excl. VAT, VAT and Total Price .

**RATE PER HOUR:**

1. Please indicate the rate per hour for the following designated staff who will be working on the account for which the costs are reflected in the services table below.

Designation of staff	Rate per hour 2026/27
Senior	
Middle	
Junior	

**PART A- PRICING SCHEDULE: PROFESSIONAL FEES**

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
<b>A</b>	<b>ADVERTISING AND MARKETING</b>								
<b>A1</b>	<b>SCOPE OF WORKS INCLUDES</b>								
1.3 1.20 1.21 1.37	Provide strategic brand insight and direction.	Per brief	2000 hours						
1.4	Develop an advertising and brand strategy and a creative plan.	Per brief	2000 hours						
1.5	Review and update the style guide.	Per brief	500 hours						
1.6	Carry out necessary research prior to or post campaigns.	Per brief	1000 hours						
1.7	Perform brand reviews and ensure involvement in key research initiatives.	Ad hoc	800 hours						
1.8	Obtain and verify client creative briefs.	Ongoing	800 hours						
1.9	Manage all ongoing projects and the costs.	Ongoing	2000 hours						
1.10	Monitor campaigns as well as provide analysis of the feedback.	Ongoing	1800 hours						
1.11	Monitoring of annual trends and consumer behaviour.	Annual	800 hours						
1.12	Manage and coordinate teams across disciplines.	Ongoing	600 hours						

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
1.13	Ensure proper collaboration with other SANRAL service providers.	Ongoing	800 hours						
1.14	Study and analyse the market related to the SANRAL business and report.	Ongoing	500 hours						
1.15	Develop creatives showing an understanding of SANRAL's operating environment.	Ongoing	2000 hours						
1.16	Contribute to and advise SANRAL on the development and implementation of the marketing plan.	Ongoing	1200 hours						
1.17	Create, prepare and submit marketing and advertising strategies for SANRAL's approval. Update and develop strategic marketing plans. Target market list	Ongoing	2500 hours						
1.18	Execute and implement marketing communications and advertising in finished forms.	Ongoing	1800 hours						
1.19	Traffic and disperse all necessary materials to all third parties needed to accomplish SANRAL's approved marketing and advertising campaigns.	Ongoing	1800 hours						
1.22	Arrange, procure, book and manage full photo/video shoots when required.	Per brief	1000 hours						

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
1.23	Arrange, procure, book and manage full radio shoots when required.	Per brief	1000 hours						
1.24	Resize and edit material according to the media plan.	Per brief	1000 hours						
1.25	Develop campaigns, concepts, designs, and final mechanicals	Ongoing	1000 hours						
1.26	Edit and proofread all copy and copy approved by SANRAL.	Ongoing	1200 hours						
1.27	Translation in official languages	Per brief	1000 hours						
1.28	Provide creative consulting.	Ongoing	1000 hours						
1.29	Prepare the complete strategy and creative for all mass media.	Per brief	800 hours						
1.30	Develop concept design and production of TV ads.	Per brief	2000 hours						
1.31	Develop concept design and production of radio ads.	Per brief	2000 hours						
1.32	Develop concept design and production of print ads.	Per brief	2000 hours						
1.33	Digital advertising material.	Per brief	2000 hours						
1.34	Develop creatives for all media executions.	Per brief	2000 hours						
1.35	Monitoring and evaluation after implementation	Per brief	1000 hours						
<b>A2</b>	<b>MEDIA OPTIMISATION AND CREATIVE ATTUNEMENT</b>								
2.1	Monitor all reporting systems.		1000 hours						

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
2.2	Manage and deliver data and performance reports.	Per month	300 hours						
<b>B</b>	<b>OTHER TENDER SPECIFICATIONS AND REQUIREMENTS</b>								
<b>B1</b>	<b>PROGRAMME ADMINISTRATION</b>								
1.1.	Daily update calls	Ongoing	200 hours						
1.2	Weekly status report	ongoing	500 hours						
1.3	Prepare a monthly report	Monthly	1000 hours						
1.4	Weekly/ Monthly strategic meetings	Ongoing	500 hours						
1.5	Attend SANRAL-related meetings	As and when needed	250 hours						
<b>B2</b>	<b>ACCOUNT MANAGEMENT AND WORKFLOW</b>								
2.1	Issue status reports for all projects that include, but are not limited to, project number, description, current status, next steps, timeline and due date	Weekly / project-based	500 hours						
2.2	Screen and quality check work before presentation to Client (on brief and strategy)	Per brief	500 hours						
2.3	Prepare, consult and submit campaign timing plans	Per brief	200 hours						
2.4	Prepare, consult, submit and update the yearly calendar	Monthly	300 hours						
2.5	Issue invoices and statements	Monthly	300 hours						
2.6	Manage and resolve financial queries	Ongoing	200 hours						
2.7	Manage third-party suppliers	Per brief	300 hours						

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
2.8	Coordinate and project manage all media buying projects	Ongoing	500 hours						
2.9	Oversee the application of and adherence to Corporate Identity	Ongoing	500 hours						
2.10	Provide a hard drive of all work done for SANRAL twice a year for the duration of the contract	Ongoing	50 hours						
2.11	Issue financial reports highlighting projects completed	Quarterly	300 hours						
2.12	Issue financial reconciliations indicating the difference between third-party amounts and actual third-party costs.	Quarterly	300 hours						
2.13	Ensure all report timeously updated and submitted	Monthly	300 hours						
2.14	Ensure all CEs are submitted with the relevant job card	Ongoing	300 hours						
2.15	Full financial accounting as stated	Ongoing	300 hours						
2.16	Finance personnel to attend the monthly meeting	Ongoing	100 hours						
<b>TOTALS PER LEVEL OF SENIORITY</b>				<b>R</b>		<b>R</b>		<b>R</b>	
<b>TOTAL (SENIOR + MIDDLE + JUNIOR) 2026/27</b>								<b>R</b>	
<b>TOTAL FOR (SENIOR + MIDDLE + JUNIOR) 2027/28 PLUS CPI</b>						<b>CPI _____%</b>		<b>R</b>	

Project description : Advertising and marketing

No	SERVICE REQUIRED	Frequency	Quantity	Senior Amount (R)	% of work split	Middle Amount (R)	% of work split	Junior Amount (R)	% of work split
<b>TOTAL FOR (SENIOR + MIDDLE + JUNIOR) 2028/29 PLUS CPI</b>						CPI _____%		R	
<b>SUB-TOTAL</b>									
<b>VAT</b>								R	
<b>TOTAL PROFESSIONAL FEES FOR THREE YEARS (SENIOR + MIDDLE + JUNIOR)</b>								R	
<b>PROFESSIONAL FEES TENDERED AMOUNT FOR THREE YEARS IN WORDS</b>									

**NOTE:** Professional fees for each year of the contract will increase by CPI on a yearly basis on the anniversary of the awarded contract, with a maximum industry standard rate % per annum.

**NOTE:** The quantities listed above are estimates for evaluation purposes and for the duration of the contract.

**NOTE:** Also, the production cost listed below is merely an estimate for bidding purposes, and SANRAL reserves the right not to utilise the full amount of the production cost for the duration of the contract.

**MARK UP:**

Please provide a mark-up proposal not exceeding what the industry prescribes.

**PART B -PRICING SCHEDULE: PRODUCTION AND MARKUP**

**MARK UPS:**

**(B) MARK UP FOR RELATED THIRD-PARTY COSTS FOR ADVERTISING AND MARKETING**

DESCRIPTION	AMOUNT
PRODUCTION COST FOR ADVERTISING AND MARKETING COSTS AND DISBURSEMENTS FOR 3 YEARS INCLUDING VAT	<b>R223 434 027</b>
MARK-UP% ON THIRD PARTY COSTS	_____ %

**PART C: FINAL PRICING SCHEDULE**

**NOTE:** Bidders must ensure that the Total tendered amount for Part A captured in the table below is for the full three years.

Categories	Total Tendered Price ex VAT	VAT	Total Price
Total Professional Fees for Part A For Three Years			
<b>TOTAL Production For Three Years</b>	<b>R194 290 458.26</b>	<b>R29 143 568.74</b>	<b>R223 434 027</b>
<b>Grand Total</b>			

**TRAVEL AND ACCOMMODATION**

Disbursement related to Travel and Accommodation are subject to National Treasury's cost containment measures Instruction note 1 and 1A of 2024/2025 and any subsequent Treasury updates during the duration of the contract.

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

**Notes to Pricing:**

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

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

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

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

The tenderer must complete the following returnable documents:

<b>FORM</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>STATUS</b>
<b>INVITATION TO BID</b>	<b>SBD 1 FORM</b>	
FORM A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
FORM A3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)	
FORM A4:	DECLARATION OF TENDERER'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL	
FORM A5:	DECLARATION FORM - MANAGEMENT OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS	
FORM A6	CERTIFICATE OF FRONTING PRACTICES	
FORM A7	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM A8:	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM A9:	CERTIFICATE OF TAX COMPLIANCE STATUS	
FORM A10:	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	
FORM A11 (SBD4):	BIDDER'S DISCLOSURE	
FORM A12 (SBD6.1):	PREFERENCING SCHEDULE - TENDERER'S B-BBEE VERIFICATION	
FORM A13:	POPIA	
FORM A14:	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	
FORM A15:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
FORM A17:	CERTIFICATE OF SINGLE TENDER SUBMISSION	
FORM A18:	SPECIFIC GOALS POINTS CLAIM FORM	
FORM B1:	SCHEDULE OF WORK EXPERIENCE	
FORM B2:	KEY PERSONNEL EXPERIENCE	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Sanral with such renewals as and when they become due, Sanral shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Sanral may have for damages against the Respondent.

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

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

Tenderer:.....

**FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Notes to tenderer:

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

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

Mr/Ms \_\_\_\_\_ whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. **FOR ADVERTISING AND MARKETING SERVICES FOR A PERIOD OF THREE (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)

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

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

Tenderer:.....

**FORM A3: JOINT VENTURE AGREEMENT**

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

**Tenderer:**

In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement  
 Lead Bidder shall have Majority share certificate.

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

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

Tenderer:.....

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

**Notes to tenderer:**

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

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

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

.....

.....

.....

.....

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

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

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

..... 20.....

.....  
SIGNATURE

The deponent having:

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

.....  
COMMISSIONER OF OATHS

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

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

Tenderer:.....

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

Notes to Tenderer:

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on the Employer's website: [www.nra.co.za](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				

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

Reporting Person/s:

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

**DECLARATION / UNDERTAKING BY THE TENDERER**

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

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

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

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

Tenderer:.....

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

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

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

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

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

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

**Responsibility to Report Fronting**

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

**Fronting Indicators**

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

<ul style="list-style-type: none"> <li>• The enterprise displays evidence of circumvention or attempted circumvention;</li> </ul>
<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.

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

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

Tenderer:.....

**FORM A7: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

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

Name of Service Provider: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

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

**FORM A8: DECLARATION OF TENDERER’S LITIGATION HISTORY**

**Note to tenderer:**

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

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

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

Tenderer:.....

**FORM A9: CERTIFICATES OF TAX COMPLIANCE**

The Tenderer shall complete the declaration below.

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

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

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

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

**FORM A10: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

PAGE	DESCRIPTION

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

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

Tenderer:.....

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

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

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- a. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

Full Name	Identity Number	Name of State institution
-----------	-----------------	---------------------------

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


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

Do any

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

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

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

**DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

<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.

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE BE FALSE.

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

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

Tenderer: .....

**FORM A12:TENDERER’S B-BBEE VERIFICATION CERTIFICATE (INCORPORATING SBD 6.1)**

**Notes to Tenderer:**

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

A notated affidavit is given below. this indicates critical information that is required., as well as formats and conventions that must be adhered to.  
 Please use appropriate affidavit linked to your Sector code; where applicable.

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

**FORM 13: PROTECTION OF PERSONAL INFORMATION**

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Sanral will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Sanral" and the Data subject is the "Respondent". Sanral will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Sanral reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Sanral.
5. In responding to this bid, Sanral acknowledges that it will obtain and have access to personal information of the Respondent. Sanral agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Sanral further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Sanral and/or its authorised appointed third parties.
7. Furthermore, Sanral will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Sanral requires the Respondent to process any personal information disclosed by Sanral in the bidding process in the same manner.
8. Sanral shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

- 9. Sanral shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Respondent may, in writing, request Sanral to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Sanral correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Sanral’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES	NO
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- 12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Sanral against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
- 13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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

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

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

Tenderer:.....

**FORM A14: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

Notes to tenderer

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

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

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

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

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

Tenderer:.....

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

### Notes to tenderer:

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

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

4.4.1	If Yes, furnish particulars:
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**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.

**FORM A17: CERTIFICATE OF SINGLE TENDER SUBMISSION**

**Notes to tenderer:**

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

**DECLARATION**

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

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

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

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

Tenderer:.....

**FORM 18: SPECIFIC GOALS POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

- 3.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 3.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**4. BID DECLARATION**

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

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

5.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**6. SUB-CONTRACTING**

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

( *Tick applicable box* )

<input type="checkbox"/> YES	<input type="checkbox"/>	<input type="checkbox"/> NO	<input type="checkbox"/>
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6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME ✓</b>	<b>QSE ✓</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

- 7.1 Name of company/firm:.....
- 7.2 VAT registration number:.....
- 7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**7.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Sanral reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS

.....

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

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

Tenderer:.....

**FORM B1: SCHEDULE OF WORK EXPERIENCE**

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

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

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

**FORM B2: KEY PERSONNEL EXPERIENCE**

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

<b>Contracts Manager</b>			
Name			
Position on the organogram for the SANRAL tender			
Number of years of experience in similar roles			
Professional Registration			
Professional Registration Number			
Highest Qualification			
NQF Level			
Work Experience: Name of company	Position	Start and end Date	Detailed description of experience

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

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

Tenderer:.....