



City of Johannesburg  
Johannesburg Roads Agency

66 Pixley Ka Isaka Seme Street  
Cnr. Rahima Moosa Street  
Johannesburg  
2001

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Braamfontein  
South Africa  
2017

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**REQUEST FOR QUOTATION FOR THE PROVISION OF CLEANING SERVICES FOR A PERIOD OF THREE (3) MONTHS AT THE JOHANNESBURG ROADS AGENCY**

The Johannesburg Roads Agency requests your quotation on the goods and/or services listed hereunder and /or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted

RFQ NO	035/2018
RFQ ISSUE DATE:	07 SEPTEMBER 2017
CLOSING DATE AND TIME:	15 SEPTEMBER 2017 AT 10:00 AM
COMPULSORY BRIEFING SESSION	12 SEPTEMBER 2017 JRA HEAD OFFICE (66 Pixley Ka Isaka Seme Street Cnr. Rahima Moosa Street Johannesburg) AT 13H00
RFQ VALIDITY PERIOD	90 days (COMMENCING FROM THE RFQ CLOSING DATE)
RESPONSES TO THIS RFQ SHOULD BE FORWARDED TO:	Hand Delivery : 66 Pixley Ka Isaka Seme Street Cnr. Rahima Moosa Street Johannesburg
ENQUIRIES	Nomzamo Buyana : Tel (011)491-5733 (SCM) E-mail:nbuyana@jra.org.za

This RFQ will be evaluated on the 80:20 point systems as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000) & JRA's Supply Chain Management Policies and Procedures.

BIDDER: \_\_\_\_\_

TEL: \_\_\_\_\_

FAX: \_\_\_\_\_

CELL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

REQUEST FOR QUOTATION	
RFQ NUMBER	RFQ DATE
035/2018	07 SEPTEMBER 2017
CONTACT PERSON	
NAME:	Nomzamo Buyana
TEL NO	011 491-5733

Chairman: S Tshabalala,  
Executive Directors: Managing Director - Vacant, G Mbatha - Chief Financial Officer  
Non-Executive Directors: L Mashamaite, Q Buthelezi, S Thunzi, P Govender, T Magerman, K Sihlali, A Torres  
Company Secretary: K Mills

Registration No. 2000/028993/07

OFFICE USE ONLY:  
PRICE/S TO BE VAT EXCLUSIVE

**CONDITONS:**

1. All goods or services procured will be subjected to JRA Policies and Procedures. A copy of said conditions is available from Procurement office.
2. It is a responsibility of the bidder to ensure that the relevant office/institution is in possession of a valid Tax Clearance Certificate. The onus rests with the bidder to ensure that the relevant office /institution receive a valid Tax Certificate as soon as the validity of the said certificate expires. Where the relevant office /institution do not have a valid Tax Clearance Certificate, an Original Tax Clearance Certificate must be submitted with this RFQ. Failure to do so may invalidate the bid submitted in terms of the RFQ.
3. All purchases will be made through an official order form. Therefore, no goods must be delivered or services rendered before an official order has been received.
4. All INVOICES SUBMITTED FOR PAYMENT MUST HAVE JRA'S (VAT NUMBER 4370192314 AS PER SEC 20 OF THE VAT ACT).
5. I certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the bid.
6. I hereby agree that should I be awarded this RFQ, and fail to deliver or perform on the award; the JRA will have the right to enforce Regulation 13 of the Preferential Procurement Regulations.
7. This RFQ is subject to the provisions made in the General Conditions of Contract, as issued by National treasury, including revisions.
8. I hereby agree that the JRA may restrict me from business if my company does not perform or deliver on appointments received.
9. I hereby agree that the onus is on the supplier not to accept orders or make deliveries that will result in over-spending on the amount awarded on this RFQ. I also accept that I will not be paid by the JRA for any over-expenditure.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

## SCOPE OF WORK

### 1. PURPOSE

The purpose of the Request for Quotations is to appoint a service provider/supplier for the Provision of Cleaning Services for a period of Three (3) months at the Johannesburg Roads Agency

### 2. SCOPE OF WORK –SPECIFICATION BACKGROUND

The Johannesburg Roads Agency intends to outsource the Cleaning Services, to a Service Provider, at its Head Office at Pixley Ka Isaka Seme Street. JRA intends to enter into a Service Level Agreement with a Service Provider who is able provide the required services at the JRA property.

3. JRA's core business hours are from **7:30 to 16:00** Head Office.

### 4. SCOPE AND STRATEGY

1. The JRA requires services of a service provider for a period of three months (3 months), to provide Cleaning services at its Head Office.
2. The service provider will need to provide a management and delivery structure for the required Cleaning services
3. The specific Cleaning services required by the JRA are detailed below, but are not limited to the following:

#### 4.3.1 Cleaning

4.3.1.1 The following areas within the JRA Head office are to be cleaned on all floors of the building:

- **Offices, public and lounge areas**
  - Offices
  - Storerooms
  - Generator room (Head Office)
  - Reception areas
  - Pause areas
  - Foyers
  - Security areas
  - Passages
  - Balconies
  - Stairs (emergency, walkways)
  - Floors (carpets, tiles, wooden)
  - Lifts

- Any glass and/or metal structured areas
- Parking (general and basement)

- **Boardrooms**

- Boardrooms
- Conference rooms
- Meeting rooms

- **Ablution facilities**

- Toilets
- Basins
- Urinals
- Showers

- **Kitchens**

4.3.1.2 Cleaning of the areas must be done in the following order of preference (general cleaning activities):

- **Ablution facilities**

- Toilets and urinals must be cleaned three times a day (times to be agreed with JRA upon appointment)
- Ensure usability and replenish consumables.
- Wash seat and lid, cistern and pipes
- Wash basins and taps
- Wipe floors, doors, walls and partitions (inclusive of showers)
- Disinfect all components
- Remove mineral deposits from gullies and drain

- **Boardrooms**

- Clean boardrooms in the morning and after every meeting
- Wash bottles, cutlery and utensils after every meeting.
- Provide clean cold water and hot water after every meeting
- Vacuum boardrooms ones a week and/or as and when required
- Empty and clean dustbins/waste containers twice a day

- **Kitchens**

- Clean Kitchens three times a day (times to be agreed with JRA upon appointment)
- Wash dish cloths and other consumables
- Clean appliances (microwave, fridge, etc.)

- **Offices, public and lounge areas**

- Dust surfaces such as desks, telephones, filing cabinets, chairs etc.

- Remove spots from carpets (excluding deep cleaning)
- Spot mop any spillages
- Clean windows, walls and glass areas
- Dust light fittings and blinds/curtains
- Dust, sweep, mop floors
- All dustbins/waste containers must be emptied and cleaned, two times a day
- A dash of air-freshener must be sprayed in all areas of high traffic

4.3.1.3 The following specific cleaning activities are to be conducted for the above-mentioned areas within the JRA Head office on all floors:

<b>Cleaning activity required</b>	<b>Frequency</b>
Clean, disinfect and sanitize all toilets, urinals, basins (mirrors and showers minimum at least once a day)	Three times a day
Replenish consumables in ablution areas/facilities	Three times a day
Empty and clean all dustbins/waste containers from all areas and remove all waste to a specified area	Two times a day
Provide hot water in the Boardrooms and clean the crockery and cutlery after each meeting	Daily
Sweep and scrub floors of the lifts and clean mirrors and cart doors	Daily
Sweep and damp mop all floors with disinfectant including entrances, reception areas, ablution facilities, boardrooms, kitchens, etc.	Daily
Dust and clean all skirting, windowsills, window ledges, doors and equipment	Daily
Dust, clean and polish furniture and horizontal surfaces (low levels)	Daily
Dust all ornaments below 2m	Daily
Clean, wipe and disinfect telephone instruments	Daily
Clean doormats and wash steps at all entrances and reception areas	Daily
Spot clean all low surfaces (glass, walls, doors and light switches) in all areas	Daily
Clean mirrors, all metal fittings and spot clean walls, doors, and partitions of ablution areas	Daily
Wipe all silver	Daily
Remove spots on carpets	Daily
Vacuum clean heavy traffic areas	Daily
Vacuum clean medium traffic areas	Every second day
Vacuum clean light traffic areas	Twice a week
Sweep and mop balconies	Twice a week

Dust all high ledges and fitting	Weekly
Dust all vertical surfaces (walls, cabinets, etc.)	Weekly
Clean and polish bright metal fittings	Weekly
Clean and disinfect the walls of the ablution areas	Weekly
Machine burnish/scrub floors	Monthly
Vacuum cloth covered furniture	Monthly
Clean windows on the inside	Monthly
Spring clean parking areas	Monthly
Deep cleaning of toilets, urinals, basins and showers	Monthly
Strip and seal floors in walkways	Quarterly
Move furniture and clean under couches	Quarterly
Fumigation of the building	Quarterly
Remove gum on all floors	As and when required
Wash covered furniture	As and when required
Deep cleaning of carpets	As and when required
Exterior window cleaning	As and when required

OFFICE	PHYSICAL ADDRESS
Head Office	66 Pixley Ka Isaka Seme Street, JRA Building, Rahima Moosa, Johannesburg

## 5 ACCREDITATION & CERTIFICATION

5.1 Comprehensive CV's of each of the team members/individuals proposed must be attached to the RFQ.

## 6 COMPANY PROFILE

6.1 The service provider must provide a detailed description of the main field of expertise/area of operation of company

6.2 The details must include the complete range of services offered relating to this RFQ.

6.3 In addition, a complete list of all the employees to be deployed for the project must be completed providing the following details:

- Full name including personal details
- Qualifications, certifications, accreditations
- Working experience in number of years

- Working experience in number of years with the company
- Indicate whether their CV is attached to the RFQ

## **7 CONSUMABLES, MATERIALS AND EQUIPMENT**

7.1 All required Cleaning consumables, materials, equipment and chemicals are to be supplied by the service provider. This encompasses all Cleaning consumables, materials and equipment required to render and ensure an effective cleaning service and an acceptable quality that is to the satisfaction of the JRA daily.

7.2 As a minimum, the Cleaning consumables, materials and equipment that are to be supplied when executing scope are listed below but not limited to the following:

### **7.2.1 Equipment**

- Low noise industrial vacuum cleaners
- Industrial cleaning machines carpets
- Industrial scrubbing machine with buffing accessories
- High pressure cleaners
- Mops (to be colour coded)
- Brooms (hard and soft / inside and outside)
- Brushes (furniture, toilet, walls, floors)
- Buckets (single and double)
- Janitorial trolleys
- Ladders (long and short)
- Dust pan sets
- Spray bottles (for all liquid and/or aerosols)
- Cloths (colour coded microfiber)
- Electrical extensions
- Wet floor/Caution sign

7.2.2 The service provider must indicate all the equipment to be used to execute scope requirements in addition and including those listed above, if any.

7.2.3 It is the responsibility of the bidder to ensure that all details as requested are completed, accurate and comprehensive as this will determine whether the service provider has the capacity available during the site visit/inspection is conducted

7.2.4 The service provider shall be responsible for the maintenance of all equipment.

7.2.5 The service provider must ensure that defective equipment will either be replaced or repaired within 12 hours from the time that such defective equipment is reported by JRA and/or the Service Providers staff

### 7.2.6 Consumables and materials

7.2.6.1 The following table indicates the general Cleaning consumables and materials that are to be used when executing scope:

Type	Description	Area of use
General Purpose Cleaner	Universal neutral cleaning concentrate for removing dirt and from all washable surfaces	Floors, walls, doors, glass, ornaments, Ablution facilities – basins and showers, appliances
Toilet Bowl Cleaner (Disinfectant)	Liquid cleaners and sanitizers	Ablution facilities – Toilets and urinals
Heavy Duty Stripper	Floor stripper for extremely soiled floor surfaces	Stripping tiled areas
Floor Sealer	Hard wearing high acrylic floor dressing	Sealing tiled areas
Air freshener	Non-marking cherry air accented air freshener	All areas to freshen the air
Carpet cleaner	Water based carpet cleaner and spot remover	All carpeted areas
Window cleaner	General window and glass cleaner	Windows, doors (glass)
Dishwasher	General purpose crockery and cutlery cleaner	Kitchen
Furniture cleaner	Liquid furniture polish	All wooden furniture

7.2.6.2 A more specific list of Cleaning consumables and materials are listed in the table below:

<b>CLEANING CONSUMABLES AND MATERIALS</b>
ANTI WAX
BLEACH
COLOUR CODING CLOTH
DEEP CLEANING LIQUID
DISH CLOTH
DISHWASHING LIQUID
DISINFECTANT MULTIPURPOSE CLEANER
DISINFECTANT TOILET CLEANER
FLOOR POLISH / TOP COAT POLISH
FLOOR STRIPPER / AMMONIA STRIPPER

FURNITURE POLISH
GREASE BUSTER
HANDY ANDY
KITCHEN TOWEL
MENTHYLATED SPIRITS
MUTTON CLOTH
PAPER TOWEL – STANDARD
PAPER TOWEL FOR PAPER TOWEL UNIT
PARAFFIN
PINE GEL
POWDER SCOURING
REFUSE BAGS FOR WALL AND FLOOR BINS
SANIGEL
SANITIZING TOWLES FOR TOILET SEAT HYGIENE UNITS
TOILET BOWL CLEANER (CALETIN)
TOILET BRUSH
TOILET PAPER
URINAL CLEANER – LIQUID
WINDOW CLEANER

- 7.2.7 The JRA reserves the right to approve the Cleaning consumables, materials and chemicals prior to the use thereof. The Cleaning consumables, materials and chemicals to be supplied and utilized by the service provider must ensure conformity to the applicable SABS standard where such a standard exists.
- 7.2.8 SABS standards to be complied with notwithstanding any further standards to be disclosed by the bidder/supplier to the JRA.
- 7.2.9 All Cleaning and Hygiene consumables and materials supplied must comply with the following SABS standards.
- 7.2.10 It is the responsibility of the service provider to ensure that the consumables and materials supplied and utilized, conforms to the specifications provided as in the table above and is appropriate or else will be rejected
- 7.2.11 The service provider must ensure that enough back-up Cleaning consumables, material and equipment specifically essential items are kept on site in case of sudden shortage (methods are to be included within the contingency section of the Work plan to be provided).

## **8 ADMINISTRATIVE ARRANGEMENTS**

8.1 It must be noted that JRA will provide service provider with the following:

- 8.1.1 A lock up facility. This will be made available for the safekeeping of the stock and equipment
- 8.1.2 Instructions for all predetermined requirements including special arrangements
- 8.1.3 Required times for all meetings, reports and arrangements etc.

8.2 All of these arrangements will be provided to the service provider either telephonically, email or in person. The best method of communication is to be discussed and finalized upon appointment of successful bidder.

8.3 The successful bidder shall not be entitled to store or leave goods or articles on the floors and offices, for example at the entrances, corridors, passages, hallways or the steps other than in the lock up facility.

8.4 The service provider and staff may use the facilities on the property e.g. toilets, rest rooms, electrical plugs, lighting and water for the purpose of this contract subject to the rules and policy of the JRA as applicable.

8.5 The JRA will not be held responsible in any way for any damages, losses, theft of equipment or any valuables of the service provider or injury of his/her employees while on site or in the execution of their duties.

8.6 The service provider will be held responsible for damages of items caused by them at the JRA Offices

## **9 APPROACH AND METHODOLOGY**

9.1 There will be clear instructions provided by the JRA to the service provider regarding the Cleaning and hygiene services required (in addition to those stated in this bid) as well as reporting structures to be followed. These are to be discussed upon appointment of successful bidder

9.2 Due to the range of Offices that the JRA requires the Cleaning and hygiene services at, the above mentioned instructions will be reaching a vast number of service provider employees with many avenues of information flow and execution of scope.

9.3 With the above mentioned and in order to ensure that the service provider will be able to provide a world class and satisfying service to the JRA, it is required that bidders must provide a detailed work plan in which, amongst others, the following detail should be indicated (An example of the work plan must be attached to the bid:

- The number of cleaners per floor (as per the number of individuals/team members in the pricing schedule)
- The number of supervisors who will be appointed and how many Offices each will be responsible for
- An operation schedule – daily, weekly and monthly cleaning schedule and identified timeframes/milestones including the times that are to be agreed between the service provider and the JRA for daily tasks, etc.
- Proposed work methodology that will be followed for the execution of the contract

- The daily operations i.e., what the operating model will be including reporting structures, work management, milestone identification, roster management, cost management, feedback to the JRA, escalation processes, and contingency plans and/or mitigation processes to be followed.
- Standards operating procedures e.g., Colour coded cleaning for equipment to be used and implemented.
- Safety procedures to be followed for different scenarios, etc.
- Contingencies such as back-up stock, equipment, emergencies, etc.
- The work plan is to be used as a tracker by the JRA in order to assess progress on Cleaning services provided and those still to be provided over the period of the contract

## **10 PERFORMANCE REQUIREMENTS**

10.1 The Service provider will need to conduct the required Cleaning services as stipulated within the scope. The Service provider must ensure that:

- 10.1.1 The service provider shall be available to the JRA at all times for the duration of the contract including both during normal working hours as well as after hours as and when required
- 10.1.2 For the duration of the contract, the service provider shall at the request of the JRA, arrange for meetings, reports and/or feedback as agreed with the JRA
- 10.1.3 The elements of scope and other required services (provision of reports, feedback, etc.) shall prescribe to the formats held within the JRA Standard Documentation and/or any instructions, examples, samples provided by the authorized JRA official. There may be at short notice the need for certain functions to be different to those mentioned above and these will be discussed with the relevant JRA officials as and when required.
- 10.1.4 They must liaise with the JRA at all times and maintain strong ethical standards at all times in its work.
- 10.1.5 They work closely and engage with the JRA officials and/or employees for all accounts of information, knowledge and understanding of the JRA Cleaning and Hygiene requirements/context for use in conjunction with their own specific material so as to enable the most accurate method of service provision, reporting and project deliverables as per scope.
- 10.1.6 A complete breakdown of all costs per Cleaning and Hygiene service requirement is provided as an underlying contributor to the prices quoted on the pricing schedule
- 10.1.7 They provide a detailed approach and methodology as stated under Clause 8 (above).
- 10.1.8 All of the Cleaning and Hygiene services requested and required by the JRA are achieved in terms of the efficiency, effectiveness, service delivery, standards and/or other requirements on or before the required times
- 10.1.9 No information is disclosed to any unauthorized persons, and remains the property of the JRA and is maintained between themselves and the JRA at all times
- 10.1.10 A safety file detailing the company's safety procedures and processes is provided upon appointment and that all employees are aware of these. The service provider must comply with health and Safety Act and provide evidence thereof. It is also required that the service provider team members/individuals executing the required scope under the contract are aware of the safety protocols at the office.
- 10.1.11 The work plan is used to track service provision where it will be used to track and monitor each service executed on a daily basis which will feed into the weekly reports that feed into the monthly reports

- 10.1.12 Provision of all required reports, dashboards and other required feedback as stated and requested by the JRA within the given time periods for the duration of the contract
- 10.1.13 Any changes to service team and/or any other administration will be communicated and documented to the JRA
- 10.2 There are specific skills to ensure quality that is required from the service provider team members in order to effectively deliver on and execute the scope requirements
- 10.3 The team members/individuals must display the following skills and qualities in executing the required scope, as a minimum requirement in the daily services provision:
  - 10.3.1 Problem escalation
  - 10.3.2 Utilization of knowledge, process knowledge skills, problem resolution skills, and communication skills to promptly assess a problem situation
  - 10.3.3 Uses the service provider company knowledge to determine the appropriate support to escalate to for resolution
  - 10.3.4 Consistent tracking of progress made on problem resolution
  - 10.3.5 Problem management and resolution:
    - Quickly and accurately identifies and manages issues/problems
    - Accepts ownership and responsibility for issues/problems
    - Proactively seeks out and implements appropriate resolution
    - Clearly and concisely communicates resolution status
    - Ensures rapid resolution of issues/problems so that the JRA down time is minimized

## **11 PROJECT OUTPUT AND DELIVERABLES**

- 11.1 Delivery/provision of all the JRA Cleaning service requirements as per scope, as stipulated by the JRA for the period of the contract (i.e., three (3) months)
- 11.2 Providing a clean, presentable, healthy and hygienic working environment at JRA Head Office.
- 11.3 Consistent, accurate and timely execution of all aspects of required scope
- 11.4 Consistent and dedicated availability for meetings, as and when required with the relevant JRA authorized officials.
- 11.5 Delivery of all original invoices to the JRA offices on a monthly basis (as detailed in the Delivery clause below).
- 11.6 Production and delivery of weekly reports for the office covered by the specific service provider team supervisor, to JRA detailing the Cleaning services completed/executed and what is in the pipeline for the remainder of the period as discussed with the JRA. The report is to also include the overall health status of the office and provide action items / advice on how it is possible to improve functionality, operations to enhance efficiency.
- 11.7 Production and delivery of overall monthly reports detailing the outcomes of the Cleaning and Hygiene services executed, solutions provided, any issues, concerns, action items, costs, etc.
- 11.8 Ensure that all Cleaning and Hygiene needs and requirements of the JRA are met within the given timelines and to the specifications provided by the JRA (if any)

## **12. SPECIAL CONDITION**

- The provision of (2) two male cleaners should be allocated.

## **13. Contract period**

The successful service provider will be appointed for a period of three (3) months.

## **14. Monitoring progress of deliverables**

Adherence to Service Level Agreements will be monitored in the following way:

- Monthly reports
- Monthly reports providing details of the work done during that month.
- Three months' performance review
- Regular meetings

## **15. Competency and expertise requirements**

- The bidder should have the necessary expertise, capacity and previous experience in cleaning services.
- The successful bidder **will be required** to have a public liability of R50 000.

**EVALUATION CRITERIA AND METHODOLOGY**

The Functional / Technical criterion that will be utilized to test the capability of service providers was set as follows:  
 Technical / Functionality will be evaluated against the following detailed requirements:

**Technical Requirements**

<b>Sub-Criteria</b>	<b>Description</b>	<b>Weightings</b>
<b>Proposal including Project plan</b>	The service provider must provide JRA with the project implementation and rollout plan for cleaning services.	<b>30%</b>
<b>Track record and Experience</b>	<ul style="list-style-type: none"> <li>• The service provider must provide evidence of good quality work done before,</li> <li>• Three references of cleaning services done within the last three years.</li> </ul> Please provide three (3) references, to include company name, contact person and contact details (telephone number and e-mail)	<b>20%</b>
<b>Delivery Capacity</b>	<ul style="list-style-type: none"> <li>• The service provider must demonstrate if they have the necessary capacity to provide the required service, this may include but not limited to the following.                             <ul style="list-style-type: none"> <li>○ Resources e.g. equipment, staff, etc.</li> </ul> </li> </ul>	<b>25%</b>
<b>Compliance to standards</b>	Demonstrate how the service provider would adhere to the applicable standards and legislation. E.g.health and safety act	<b>25%</b>
<b>Total</b>		<b>100%</b>

- Bidders will be evaluated based on functionality.
- The minimum threshold for functionality is 70% by totaling the number of weighting points scored of the total weighting points available and only bidders who score 70% will be considered further.

### Pricing Schedule

Item	Description	Quantity	UOM	Unit Cost (Exclusive of VAT)	Total Cost
1.	Provision of Cleaning Services for a period of Three (3) months	3	Per Month	R	R
2.	Safety File	1	EA	R	R
				<b>SUB-TOTAL</b>	R
				<b>VAT</b>	R
				<b>TOTAL</b>	R

**NB: PRICE SHOULD INCLUDE COSTS OF ALL SERVICES**

Please note that this quotation must be valid for Ninety (90) days. The JRA will consider this pricing schedule only. Suppliers that submit quotations printed on their letterheads and own terms and conditions will be disqualified as these quotations will be considered as being conditional.

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

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

## GENERAL

- 3.1 All RFQ responses must be sent to the physical address only. It is the responsibility of the service provider to ensure that its quotation reaches JRA on or before the closing date and time of the RFQ.
- 2.2 All prices must be quoted in South African Rand (ZAR).
- 3.3 All prices should be inclusive of Value Added Tax (VAT) if entity is VAT registered.
- 3.4 Prices must be quoted as per the attached Pricing Schedule Annexure "A"
- 3.5 Annexure "B": Certificate of Independent Bid Determination must be completed in full and signed by the bidder (MBD9).
- 3.6 Annexure "C": Declaration of bidders' past Supply Chain Practices must be completed in full and signed by the bidder.
- 3.7 Annexure "D": Declaration of Interest must be completed in full and signed by the bidder.
- 3.8 Annexure "E": Preferential Point Form.
- 3.9 This RFQ is issued in terms of the Government Procurement: General Conditions of Contract (GCC). The bidder must familiarize itself with these conditions of contract, which are available on request.

## 4 MINIMUM REQUIREMENTS (these must be submitted with your RFQ response, failure will lead to disqualification)

- **JRA quotation page must be fully completed and signed**
- Original or Certified Copy of BBBEE Certificate issued by a verification agency accredited by the South African National Accreditation (SANAS), or in the case of an Exempted Micro Enterprise or Qualifying Small enterprise, a sworn affidavit on the relevant form obtained from the DTI website.
- Municipal Rates and Tax Account not older than 90 days/ Valid Lease Agreement for entity/ Affidavit ( confirming the relationship between the owner of the property and the entity) if the entity does not own any property
- Municipal Rates and Tax Accounts for all directors not older than 90 days/ Valid Lease Agreement /Affidavit (confirming the relationship between the owner of the property and the director) if the directors do not own any properties
- All attached forms must be completed and signed
- Copies of Company Registration Documents (CIPC)
- Certified ID copies of all directors
- **Only service providers that are registered with the Central Supplier Database may make submissions on the RFQ's**
- **Note: Valid Original Tax Clearance Certificate/ New Tax Clearance Certificate and SARS Pin**
- Company Profile

From 1 November 2014, the paper-based tax clearance certificates (TCC) issued by SARS will be gradually phased out and replaced with an electronic Tax Compliance Status (TCS) system. The system allows for the online real-time verification of a person's compliance status. From 1 April 2015 SARS will no longer issue paper based tax clearance certificates. tax

Any person who requires his r her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.

Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.

The Government institution or department must use the PIN referred to above (after implementation of the new system) to verify a person's tax compliance status with SARS. Remember that bids that are submitted in the transitional period may be accompanied by a valid original paper based tax clearance certificate, however successful bidders who are awarded contracts on a paper based TCC must warrant that they will, on request by the Government institution or department, provide a PIN for the Government institution or department to verify their tax compliance status.

<b>Full name of bidder:</b>	<b>Electronic Tax Compliance Status System PIN No:</b>
	<b>National Treasury Central Database Supplier No</b>

**CHECKLIST FOR MANDATORY DOCUMENTS/REQUIREMENTS**

<b>NO</b>	<b>DOCUMENT SUBMITTED</b>	<b>YES / NO</b>	<b>IF NO – GIVE REASON</b>
1	Original Valid Tax clearance Certificate		
2	Original or certified valid BEE Certificate		
3	Copy of Company Registration documents (CIPC)		
4	Copies of Rates and Tax or Water and Lights accounts for <b>entity</b> . (Not older than three months)		
5	Copies of Rates and Tax or Water and Lights accounts for <b>all directors</b> . (Not older than three months)		

I HEREBY CONFIRM THAT I HAVE SUBMITTED ALL THE DOCUMENTS LISTED IN THE TABLE ABOVE:

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**5. COMPANY AND DIRECTORS INFORMATION – PLEASE LIST DETAILS FOR COMPANY AND ALL DIRECTORS**

No	Name of Company / Director	Physical Address
1		
2		
3		
4		

Please indicate if the company is doing business from home, and if so what is the physical address of such home:

**YES / NO**

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.....  
**Signature**

**Annex B: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**(MBD)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;  
could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>3</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.

**Annex C: DECLARATION OF BIDDERS PAST SUPPLY CHAIN PRACTICES**

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- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It 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 of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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 so, furnish particulars:		
4.4	Was any contract between the bidder 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 so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

**Annex D: DECLARATION OF INTEREST**

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- 1. No bid will be accepted from persons in the service of the state\*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
  
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

\_\_\_\_\_

\* MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –  
    (i) any municipal council;  
    (ii) any provincial legislature; or  
    (iii) the national Assembly or the national Council of provinces;  
  
(b) a member of the board of directors of any municipal entity;  
(c) an official of any municipality or municipal entity;

3.6.1 If so, furnish particulars.

.....  
.....

3.7 Have you been in the service of the state for the past twelve months?

**YES / NO**

3.7.1 If so, furnish particulars.

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

- 
- (d) an employee of 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);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

.....

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**BANK DETAILS**

**(To be completed by the Bidder)**

**ELECTRONIC PAYMENT INTO BANK ACCOUNT**

- 1. To enable the Johannesburg Roads Agency (Pty) Ltd to comply with JRA cash management decision that payment, to suppliers and services providers be done electronically, the particulars of bank accounts of suppliers and services providers must be made known to the Department’s Accountant.
- 2. It would thus be appreciated if the particulars of bank account can be entered hereunder and on a letterhead of the bank or a cancelled cheque and returned with your price quotation or Bid. It is advised that the information will be treated as confidential. However, if you have already received payment electronically, this is to be indicated below.
- 3. Payment has previously been received electronically (mark with a cross):

↑	<input type="checkbox"/>	YES	Particulars already known
↑	<input type="checkbox"/>	NO	See particulars below / on letterhead

- 4. If the answer is No, the following particulars of the bank account must be reproduced on letterhead of firm:

<b>Topic</b>	<b>Answer</b>
Name of Bidder	
Bank	
Branch name	
Account number	
Name of account holder	

- 5. I, the undersigned, certify that the above information is correct and can be used for the purpose of electronic payment in accordance with the National Treasury’s decision.
- 6. I undertake to notify your Department of any changes to banking details in writing.

SIGNATURE .....

DATE .....

NAME .....

CAPACITY .....

SIGNED AT .....

ON THIS DAY OF .....

WITNESS 1 FULL NAME .....

SIGNATURE .....

WITNESS 2 FULL NAME .....

SIGNATURE .....

**Annex E: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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**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 requirement with a Rand Value over R50 000 000 (all applicable taes included)

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

**POINTS**

1.3.1.1 **PRICE**

.....

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION** .....

**Total points for Price and B-BBEE must not exceed** **100**

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or in case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a sworn affidavit (general) on the relevant form obtained from the DTI website, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 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**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“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;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional

discounts that can be utilized have been taken into consideration;

- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**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;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

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

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

**80/20**

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

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

## 5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor	0
---------------------------	---

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit (general) on the relevant form obtained from the DTI website or a Verification Agency accredited by SANAS
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 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.
- 5.7 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.
- 5.8 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.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS.

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm ..... :

9.2 VAT registration number :

9.3 Company registration number .....  
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 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-BBE status level of contribution indicated in paragraph 7 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 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

--

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....  
ADDRESS:.....  
.....  
.....