

REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO SUBMIT A QUOTATION FOR THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
RFQ NUMBER:	RFQ062/2022
RFQ ISSUE DATE:	09 November 2022
NON-COMPULSORY BRIEFING SESSION:	On-line via Teams Link 14 November 2022 10h30am Click here to join the meeting
CLOSING DATE AND TIME:	22 November 2022 23:55 TELKOM TIME
RFQ VALIDITY PERIOD	60 days (COMMENCING FROM RFQ CLOSING DATE)
DESCRIPTION:	APPOINTMENT OF A CONTRACTOR TO CARRY OUT WORK PACKAGE 1: TREE FELLING AND SITE CLEARANCE FOR THE COJ BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG
RESPONSES TO THIS RFQ SHOULD BE SUBMITTED TO:	<ul style="list-style-type: none"> a) Bidders that wish to submit a quotation response must send an e-mail to Ziphoscm@dbsa.org for a link to submit. (Please do not email your tender submission) b) This must be done before the stipulated closing date. c) Closing time for the OneDrive Link submissions - 23h55 (Telkom Time) on the day of the stipulated dates shown Above)
ENQUIRY	Zipho Moselakgomo: Ziphoscm@dbsa.org

Bidders must acknowledge receipt of this RFQ on the above contact details.

1. NB: All enquiries regarding this RFQ must be forwarded to the stated email address above.
2. No enquiries from bidders will be entertained after the closing date of this RFQ and during the subsequent evaluation processes.
3. All documents must be certified. E.g., B-BBEE Certificate, CIPC documents etc. with your tender submission (**B-BBEE Certificate/Affidavit must be Certified**).
4. DBSA however reserves the right to clarify any information with any bidder regarding their response to this RFQ.
5. **Bidders must be registered on the National Treasury Central Supplier Database (CSD).**

BIDDER: _____

COMPANY REGISTRATION NUMBER: _____

ADDRESS: _____

CONTACT PERSON: _____

TEL: _____

E-MAIL: _____

FAX: _____

1. TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

- i. DBSA's General conditions of purchase shall apply to any subsequent purchase order.
- ii. DBSA will enter into a Service Level Agreement with the successful Service Provider.
- iii. Late and incomplete submissions will not be accepted.
- iv. Any bidder who has reasons to believe that the RFQ specification is based on any specific brand must inform DBSA in writing before the RFQ closing date. It should however be noted that DBSA reserves the right to issue brand specific specifications / requirements tender.

2. TAX COMPLIANCE REQUIREMENTS

- i. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the invalidation/ disqualification of the tender submission as per stipulated Responsiveness Evaluation.
- ii. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.

Tax Compliance Status Pin number	
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3. ADDITIONAL CONDITIONS OF TENDER

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers.
- iii. The subsequent Appointment/ Contract if successful, will be the full & final offer with option to increase after award.
- iv. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- v. The decision to award will be based on best commercial offer and value for money principle for the DBSA.
- vi. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- vii. All subcontractors will need to be from the Local area i.e Gauteng Province, to be sourced through a localised procurement process post award. Such subcontractors must be in line with the Preferential Procurement Regulations 2017, Regulation 6(5), 7(5) and 12(3);

- viii. SMMEs locality must be prioritized from the immediate locality of the project i.e ward/village, expanding to the local municipality, to district and then to province.
- ix. SMMEs need to be construction entities preferable registered on CIDB and not suppliers

4. EVALUATION CRITERIA

Tenders will be evaluated in terms of the following stages, namely:

- Stage 1: Responsiveness
- Stage 2: Financial Offer and Preference Evaluation
- Stage 3: Risk Analysis

Stage 1: - Responsiveness

A. Tenderers who do not adhering to those criteria listed as **PRE-QUALIFIER**, will be **disqualified immediately**:

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Fully completed and signed Price Schedule and Form of Offer.	Pre-Qualifier	Y
2	Valid & Active CIDB contractor grading designation of 2CE or higher . (CIDB application needed if update in progress).	Pre-Qualifier	Y
3	Valid Working At Heights Certification for all Key Personnel.	Pre-Qualifier	Y

B. Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer **will be deemed non-responsive** and not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
4	Standard conditions of tender as required.	48 hours	Y
5	Returnable documents completed and signed.	48 hours	Y
6	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: Bidder must be fully registered & compliant in order to do business with the DBSA.	7 days	Y
7	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
8	Valid original/ certified letter of good standing (COIDA).	48 hours	Y
9	Original or original certified BBBEE Certificate	48 hours	Y
10	Proof of Public Liability Insurance to be effected by the contractor for the sum of R10,000,000.00 (Ten Million Rand), or more, per event , with a deductible in an amount that the contractor deems appropriate.	48 hours	Y
11	Proof of Contract Works Insurance to be effected by the contractor for the sum of (Contract Sum) per event or the value of damage, with a deductible in an amount that the contractor deems appropriate. (CAR)	48 hours	Y
12	Proof of a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association, to be effected by the contractor for the sum of (Contract Sum) per event or the value of damage. (SASRIA)	48 hours	Y
13	Latest 2 Years (3-year view) Audited Financial Statements or Financial Statements signed off by an Accountant.	48 hours	Y

Stage 2: - Financial Offer & Preference

This RFQ will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations 2017 as amended. The allocation of points will be as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Broad Based Black Economic Empowerment (BBBEE)	20
Total		100

Refer to the PPR2017 in terms of B-BBEE Certificate and Affidavit requirements. Only Original or Original Certified Certificates/ Affidavits will be accepted. Non-adherence to this will result in the tenderer scoring 0 for preference.

- a. **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- b. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
 - With the exception of EMEs and QSEs who are required to submit certified sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the DTI from time to time.
- d. All prices must be quoted in South African Rand (ZAR).
- e. See Annexure B for further Pricing Instructions.

Bidders are also requested to separately provide a detailed cost breakdown of each deliverable (if applicable) as part of their response to this RFQ. Failure to provide this information will invalidate the RFQ response on the basis of incompleteness.

The total cost of the RFQ response based on the DBSA cost template / model should exactly match the total cost of the detailed cost breakdown. In the event of any discrepancies, then the higher amount of the 2 documents will be used as basis for the price evaluations of this RFQ response.

Stage 3: - Risk Analysis

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as **“Other Objective Criteria”** in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.
 - i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Compliant Pin issued by the South African Revenue Services.
 - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
 - iii) No misrepresentation in the tender information submitted.
 - iv) Any non-performance on DBSA, or DBSA client projects.
 - v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially

compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

- vii) Convicted by a court of law for fraud and/or corruption.
- viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- ix) Financial health of the bidder may be assessed if deemed necessary, to ensure that the Service Provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x) Unduly low Tendered fees in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered fees are found to be distorted.
- xi) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.
- xii) PEP Check and Procure Check to be initiated and if negative, may result in exclusion
- xiii) As per the **Additional Conditions of Tender**

b) Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:

- I. The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.

5. ORAL PRESENTATIONS

Bidders who submit bids in response to this RFQ may be required to give an oral presentation. This provides an opportunity for the bidder to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. DBSA shall schedule the time and location of these presentations. **Oral presentations are an option of DBSA and may or may not be conducted. If such presentations are required, then the cost to set up these sessions will be borne by the bidder. It should also be noted that where a bidder can only facilitate such presentation and demonstration sessions abroad or even beyond the provincial borders of Gauteng, then any associated Subsistence and Travelling cost of the DBSA Bid Evaluation Team, will be for the account of the bidder.**

6. REASONS FOR DISQUALIFICATION

DBSA reserves the right to disqualify any bidder which does any one or more of the following,

- i. bidders who submitted incomplete information and documentation according to the requirements of this RFQ;
- ii. bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
- iii. bidders who received information not available to other vendors through fraudulent means; and/or
- iv. bidders who do not comply with any other *requirements* as stipulated in this RFQ document.
- v. bidders who are not registered on the National Treasury Central Supplier Database.
- vi. bidders who submit response after the stipulated submission date and time.

7. Bidders are required to register on the National Treasury Central Supplier Database (CSD) prior to tender and the DBSA supplier database if the contract is awarded. Kindly ensure a complete Supplier Information Form along with the other required documentation are ready, as this will be requested from the awarded bidder.

DBSA reserves the right to; cancel or reject any quote and not to award the RFQ to the lowest bidder or award parts of the RFQ to different bidders, or not to award the RFQ at all.

DECLARATION BY BIDDER

I, the undersigned (NAME).....certify that :

- i. I have read, understood and unconditionally accept the conditions of this RFQ.
- ii. I have supplied the required information and the information submitted as part of this RFQ is true and correct.

.....

Signature

.....

Date

Capacity:.....

Annexure A: Terms of Reference

PLEASE NOTE THAT THE COSTING MODEL IS MANDATORY. FAILURE TO COMPLY WITH THE REQUIREMENTS MAY LEAD TO THE SERVICE PROVIDER BEING DISQUALIFIED

The purpose of this submission is for SCM to embark on a RFQ process to procure a suitably qualified and experienced contractor to carry out tree felling, de-stumping, ground rehabilitation and disposal for a Biogas Plant at Robinson Deep (Work Package 1).

The DBSA is seeking to appoint a service provider to perform the below services for the period **8 weeks** from the site handover date.

2. Scope of Works

The Client wishes to procure a suitably qualified and experienced contractor to carry out tree felling, de-stumping, ground rehabilitation and disposal for a Biogas Plant at Robinson Deep (Work Package 1).

The City of Johannesburg is in the process of rehabilitating a site at Robinson Deep landfill for a renewable energy project. The site currently has several old trees on it that have caused lifting of foundations and pavement. They also pose a risk to new infrastructure that is to be built in the area due to falling branches, attracting lightning and further foundation damage. The trees are of the Eucalyptus variety and are therefore not indigenous. The site used to house an incinerator, but it has been abandoned. This site is adjacent to the Pikitup offices on site and is planned to house a new Biomethane Plant.

The work covered under this contract shall consist of removing trees and stumps from the Biomethane Plant area at the Robinson Deep landfill. The Contractor shall use special care to protect public and private property. The Contractor shall take special care so as not to damage any utilities and structures in the process of cutting and removing the trees. The Contractor shall maintain proper barricades and watchpersons to prevent other site users to come close during the cutting and removal of trees. Some of the trees are up to 25 m high and will require limb removal and careful trimming to safely fell the trees without damage to surrounding buildings. Contractors would therefore require adequate safe working procedures, rigging and harness equipment and relevant safety certifications.

High Level Activities to be undertaken by the Contractor, not limited to the below:

- Overall Project Management, Coordination & Reporting.
- Compilation & submission of Project Implementation Plan.
- Risk Management & reporting.
- Execution of the works.
- SHEQ on site.
- Working at heights safety gear and permitting.
- Waste & material removal.
- Permits (WML for decommissioning is already in place).
- No damage to structures and infrastructure outside the scope of work.
- Scaffolding and cranes if required.
- Provision of necessary mobile equipment and tools, e.g. TLB, excavator or suitable earthmoving, loading, de-stumping equipment, chainsaws, etc.
- Own electricity supply generator.
- Own security.
- Cleaning of any spillages and suitable disposal.
- Removal of waste from site and disposal thereof appropriately.
- Community liaison.

- Compilation, Submission and Approval of Occupational Health and Safety Plan and Environmental Management Plan.
- Conduct statutory inspections.
- Occupational Health and Safety Consultant (Inclusive of Monthly Occupational Health and Safety Compliance Reports, as applicable).
- Monthly consultation & reporting with the Client & other relevant stakeholders, as applicable.
- Monthly monitoring and reporting of Milestones & Labour Issues, as applicable.
- Compilation and Submission of Project Close out Report.

The contractor shall be responsible for:

1. Felling of approximately 40 large trees (mainly Eucalyptus) and some smaller bushes.
2. De-stumping by excavation of felled tree roots, complete including filling in holes.
3. Wood size reduction (for firewood production) and removal. Then tonnage of firewood produced should be reported to the Employer.
4. Removal and disposal of unusable waste pieces to Robinson Deep landfill (onsite).
5. Levelling of pavement and holes where stumps are excavated.
6. Cleaning of site after operations.

The specific primary objective is to procure the services of a suitably qualified and experienced contractor to carry out the work as per scope of work detailed above. The contractor will be responsible for the Health and Safety compliance, building regulations standards compliance, quality control and assurance, etc., as detailed in the Tender Scope.

Timeline

It is intended to appoint the successful Contractor (fully compliant with the stated project requirements as indicated) within the shortest possible time (**max 5 working days**) of having advertised this Request for Quotation. The work in question should be completed and the final closing report submitted within a maximum period of **4 weeks (working days)** starting the day after site handover date, but the earliest possible delivery shall be highly appreciated.

Annexure B: Pricing Information

Refer to PART C2: PRICING DATA for the Pricing Information Schedule (Bill of Quantities).

Annexure C:

BIDDER'S DISCLOSURE – SBD4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

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

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

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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.

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);
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and
- Either the 80/20 or 90/10 preference point system will be applicable to this tender and the lowest tender will determine which system will be used.

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic

empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 1. B-BBEE Status level certificate issued by an authorized 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;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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 price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 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.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

- Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 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 contributor indicated in paragraphs 1.4 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 paragraphs 1.4 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) 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD-8

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 Date

.....
Position Name of Bidder

.....
Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 ~~———— This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *per 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:~~

¹Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

SBD-9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(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;
- (b) _____ 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 consortium³ 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.~~

~~³ 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~~

.....
Signature _____ Date _____

.....
Position _____ Name of Bidder _____

Js914w 2

ANNEXURE D

Bidders are required to include, as annexure D to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

ANNEXURE E

Bidders are required to include, as Annexure E to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

ANNEXURE F

Conditions of Contract

THE CONDITIONS OF CONTRACT APPLICABLE TO THIS REQUEST FOR QUOTATION ARE THE JBCC MINOR WORKS AGREEMENT, EDITION 5.1, MARCH 2014, AS AMENDED, OR A SERVICE LEVEL AGREEMENT, TO BE CONCLUDED WITH THE SUCCESSFUL BIDDER UPON AWARD, TOGETHER WITH CONTRACT DATA CONTAINED HEREIN

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE TERMS AND CONDITIONS OF THE WORKS CONTRACT TO ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS SET OUT THEREIN.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (***Tick applicable box***) below:

Item	YES	NO
Is the Bidder familiar with the WORKS CONTRACT?		

ANNEXURE G

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E-FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:	
--------------------------	--



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

RFQ062/2022 APPOINTMENT OF A CONTRACTOR TO CARRY OUT WORK PACKAGE 1: TREE FELLING AND SITE CLEARANCE FOR THE COJ BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG.

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>Or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

If Option E or G apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tender
er:**

(Insert name and address of organisation)

Name &

signature of Date witness

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Insert name and address of organisation)

Name &
signature of Date witness

.....
Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

	For the tenderer	For the Employer
Signature
Name
Capacity
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness
Date

C1.2 Contract Data

JBCC Minor Works Agreement

Between The Development Bank of Southern Africa

(Reg No. 16/000157/00)

and
[insert contractor details]

(Reg No. _____)

for

**RFQ062/2022– APPOINTMENT OF A CONTRACTOR
TO CARRY OUT WORK PACKAGE 1: TREE FELLING
AND SITE CLEARANCE FOR THE COJ
BIODIGESTER PILOT PLANT AT ROBINSON DEEP
LANDFILL SITE, JOHANNESBURG**

CONTRACT DATA

The Conditions of Contract are the JBCC Series 2000 Minor Works Agreement (Edition 5.1, dated March 2014) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

The Contract Data -as amended form an integral part of this agreement.

The **Model Preambles for Trades (2008 Edition)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

CONTRACT DATA

used in conjunction with the
JBCC® Minor Works Agreement
Edition 5.1- published March 2014

Preface

JBCC® Constituents

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experiences to the compilation of JBCC® documents. JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk. The constituents are:

- Association of Construction Project Managers
- Association of South African Quantity Surveyors
- Consulting Engineers South Africa
- Master Builders South Africa
- South African Black Technical and Allied Careers Organisation
- South African Institute of Architects
- South African Property Owners Association
- Specialist Engineering Contractors Committee

Application of JBCC® Contract Documents

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text shall bear the meaning assigned to it in the definitions of such Agreement. Where a word or phrase is not in bold type it shall bear the meaning consistent with the context of its use

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Minor Works Agreement. The information provided in this document by the principal agent is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Minor Works Agreement are shown in [square brackets] in this contract data e.g. [3.2.1]. Spaces requiring information must be filled in or marked as 'not applicable' but not left blank. This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning

The JBCC® Minor Works Agreement Edition 5.1 and the Contract Data Edition 5.1 have been coordinated with JBCC® Certificates and other support documents. Forms from previous editions or the JBCC® Principal Building Agreement and/or JBCC® N/S Subcontract Agreement edition 6.1 are not compatible with the MWA Edition 5.1

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A TENDER INFORMATION

A1 Project name

APPOINTMENT OF A CONTRACTOR TO CARRY OUT WORK PACKAGE 1: TREE FELLING AND SITE CLEARANCE FOR THE COJ BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG

A2 Works description

Refer Clause 1.3 in the Scope of Works

A3 Site description

Erf No /Township	As per Part C4 – Site Information
Local Authority	
Street address	

A4 Employer

Name	Development Bank of Southern Africa		
Business-e.g.: public company			
Business registration number		VAT/GST	
Contact person			
Personal ID Number		Mobile	
E-mail			
Registered street address	1258 Lever Road Headway Hill Midrand, Johannesburg		
Postal address			Code
Telephone	(011) 313 3911	Fax	

A5 Principal agent

Name	Insert name of Project manager		
Practice registration number		VAT/GST	
Contact person			
Personal ID Number		Mobile	
E-mail			
Registered street address			
Postal address			Code
Telephone		Fax	

A6 Specialist agent

Name			
Practice registration number		VAT/GST	
Contact person			
Personal ID Number		Mobile	
E-mail			
Registered street address			
Postal address			Code
Telephone		Fax	

B CONTRACT DATA

Clause references apply to the JBCC® Minor Works Agreement Edition 5.1 (MWA) published March 2014.
Only clauses in the MWA requiring the provision of information [CD] are quoted below.

2.0 Law, regulations and notices

2.4/19.13 **Law** of the country applicable to the project

4 Contract documents

4.1 Signed **contract documents** held by the **principal agent**, or

4.3 Number of copies of documents issued free to the **contractor**

	Copies
--	--------

Priced documents

Lump sum priced document, or	yes / no?	No
Priced bills of quantities (BoQ)	yes / no?	Yes
System/method of measurement	<input type="text"/>	

Contract documents comprising ...

Description	Marked ?	Notes
JBCC® Minor Works Agreement Ed 5.1 - March 2014	A	Not included
JBCC® MWA Contract Data Ed 5.1 - March 2014	B	

Contract drawings - description

	Date	Marked	Number	Rev

NOTE: If insufficient space, please see annexure ..

5.0 Employer's agents

5.3	Description of interests of agents in the project other than professional services, if applicable	
-----	--	--

8.3 Insurances by the contractor

	Obligation	Currency	Insured amount
Contract Works Insurance (CWI) (including materials and goods , temporary works)		R	contract sum
Allowance for professional fees and escalation of the insured value at		%	None
Free issue material at new replacement value, added to CWI, where applicable		R	None
Employer owned surrounding property (care, custody, control or worked on)		R	Value of damage
Public Liability Insurance (each and <u>every claim</u>)	Every claim:	R	10 million
Supplementary Insurance (incl CWI extensions)		R	contract sum
Removal of Lateral Support Insurance	employer	R	Value of damage
Other: <input type="text" value="None"/>		R	
Policy deductibles		Currency	Amount
- Works / free issue	contractor	R	contractor
- Employer owned surrounding properties	contractor	R	contractor
- Public Liability	contractor	R	contractor
- Supplementary Insurance	contractor	R	contractor
- Removal of Lateral Support	contractor	R	contractor
- Other: <input type="text" value="None"/>	contractor	R	

10.0 The employer

10.1.13	Description of free issue by employer (Attach separate page for multiple items)	None
---------	---	------

10.0 Site information

10.1.3	Premises occupied - yes/no? identify area?	No
--------	--	----

10.1.4	Relevant natural features to be retained / relocated / removed	Refer Bills of Quantities
--------	--	---------------------------

10.1.5	Utilities connections provided?	No
--------	---------------------------------	----

10.1.6	Areas the contractor may not occupy?	As demarcated in drawing.
--------	---	---------------------------

--

NOTE: If insufficient space, please see annexure ...	
--	--

13.0 Direct contractors

13.1.1 **Employer** to define extent of work by a **direct contractor**

13.1.2 Specialisation:

None

13.1.2 Specialisation:

None

NOTE: If insufficient space, please see annexure ...	
--	--

15/18 Practical completion / penalty for late completion

10.1.7 Possession of the **site**- intended date

Due date / yyyymmdd	
TBA	
1	Working days

11.2.6 Start work within? **working days** after given access to **site**

18.2 **Practical completion** of the **works** as a whole

Notice to inspect ? w-Days	Date for practical completion yyyymmdd	Currency	Amount
	TBA	R	

15.0 Practical completion

15.1.1 Items that do not have to be complete to achieve **practical completion**

None, all work completed as per the Scope of Works, Bills of Quantities and works specification.
--

Criteria to achieve **practical** completion

15.1.1 All work completed as per the Scope of Works, Bills of Quantities and works specification.

All work completed as per the Scope of Works, Bills of Quantities and works specification.
--

NOTE: If insufficient space, please see annexure ...	
--	--

19.0 Payment

- 19.0 Currency:
- 19.2 Issue of regular payment certificates on
- 19.3.2 **Materials and goods off site** - paid subject to ...

R			
date@month	25 th	Or...day of week	N/A
Security provided?	for Advance Payment		No

22.0 Dispute resolution

- 22.2 Alternative dispute resolution organisation

Arbitration

SPECIAL CONDITIONS OF CONTRACT

Clause 1.2	Add the following clauses:
1.2.6	References containing terms such as "best endeavours" when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.
1.2.7	If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
1.2.8	Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;
1.2.9	The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
1.2.10	The rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply."
Clause 4.1	Amend the last sentence to read: <i>"The original signed contract documents shall be held by the Employer."</i>
Clause 5.6	Amend the clause to read as follows: <i>"The principal agent and/or agent shall in the execution of his duties exercise fair and reasonable judgement when performing their obligations in terms of the contract."</i>
Clause 6.1.8	Amend this clause to read as follows: <i>"With the approval of the employer, adjust the contract value and prepare final account."</i>
Clause 8.1	Add at the beginning of the first sentence of clause 8.1 the following: <i>"To the extent that the risk is not attributable to the contractor..."</i>
Clause 8.3	Amend clause 8.3 to read as follows: "The contractor shall effect and keep in force in the joint names of the parties the following insurance policies from handover of the site until the contractor's responsibility has ended:
Clause 8.5	Amend clause 8.5 to read as follows: "The contractor shall notify the insurers of any relevant changes in respect of this agreement."
Clause 8.6	Amend clause 8.6 to read as follows: <i>"The contractor shall be responsible for the policy deductibles [CD] in respect of the insurances arranged by it where an action or inaction by contractor is the cause of a claim"</i>
Clause 8.7	Amend clause 8.7 to read as follows:

RFQ062/2022: APPOINTMENT OF A CONTRACTOR TO CARRY OUT WORK PACKAGE 1: TREE FELLING AND SITE CLEARANCE FOR THE COJ BIODIGESTER PILOT PLANT AT ROBINSON DEEP LANDFILL SITE, JOHANNESBURG.

	<i>“Should any incident or event occur which could give rise to a potential claim in terms of the insurances arranged by the contractor, the contractor shall give notice to the employer and the principal agent within 2 working days”.</i>
Clause 9.1	Amend this clause to read as follows: <i>“The contractor shall where required provide security. There shall be no requirement or obligation on the employer to provide any security.”</i>
Clause 9.1.1 and 9.1.2	This clause is amended by deleting all references to the “other party” and replacing it with the “employer”. This clause is further amended by deleting all references to “the Parties” and replacing it with “the Contractor”.
Clause 9.3.	Amend clause to read as follows: “The contractor shall provide the security required by the employer.”
Clause 9.3.1	Delete the word “variable” replace it with “fixed”
Clause 9.3.2	Deleted
Clauses 9.4, 9.5	No applicable /Deleted
Clause 20.1	Without derogating to the provision of this clause, the employer retains authority to adjust the contract value and price based on the principal agent’s recommendation.
Clause 21.8.1	Deleted
Clause 21.8.6	Deleted

PART C2: PRICING DATA

JBCC MINOR WORKS AGREEMENT, EDITION 5.1, MARCH 2014, issued by the Joint Building Contracts Committee Inc. (including amendments).

Document reference	Title	No of pages
C2.1	This cover page Bill of Quantities	
	Total number of pages	

C2.1 PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999.
2. The agreement is based on the JBCC Series 2000 Minor Works Agreement, prepared by the Joint Building Contracts Committee, Edition 5.1, March 2014.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories will apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution

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of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

C2.2 BILL OF QUANTITIES

Refer to Bill of Quantities attached.

Use this page as a cover page to the *Contractor's Bill of Quantities*.

- 1) Tenderers are to ensure that adequate provision for the health and safety measures have been and provided detailed breakdown in the *Bill of Quantities*, as required by the Department of Labour.
- 2) The PDF/ original format *Bill of Quantities* must be populated by hand in black ink and will be the document used for evaluation purposes.
- 3) Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This will be used to support verification of pricing errors.

I, _____ of _____,

(Authorised Signatory)

(Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

(Signature)

(Date)

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	
C3.2	<i>Employer's Works Information</i>	
	<i>Contractor's Works Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S WORKS INFORMATION

1. Description of the works

1.1 Employer's Objective

The contractor is required to provide the services stated in the works information.

1.2 Scope of work

The Scope of Work is stated without being exhaustive under C3.1 [SCOPE OF WORKS], which forms part of the contract.

The relevant standards and any other documentation pertaining to the works must be studied and all principles in this regard must be applied to all practices and procedures. Standards as listed, but not limited to the below.

Area	Reference
Civil Works	SANS 1200 – Standardised Specification for Civil Engineering Construction
Quality	SANS 9001/150 9001 – Quality Management Standard
Quality	Standard for Quality Management Systems (ISO) 9001:2015
Environmental	National Environmental Management Act No 107 of 2008 (NEMA)
Safety	Occupational Health and Safety Act, Act Nr 85 of 1993 including the following Regulations:
Health	National Norms and Standards relating to Environmental Health in terms of National Health Act, 2003 (Act Nr 61 of 2003)

C3.2: CONTRACTOR'S WORKS INFORMATION

Scope of Work

The Client wishes to procure a suitably qualified and experienced contractor to carry out tree felling, de-stumping, ground rehabilitation and disposal for a Biogas Plant at Robinson Deep (Work Package 1).

The City of Johannesburg is in the process of rehabilitating a site at Robinson Deep landfill for a renewable energy project. The site currently has several old trees on it that have caused lifting of foundations and pavement. They also pose a risk to new infrastructure that is to be built in the area due to falling branches, attracting lightning and further foundation damage. The trees are of the Eucalyptus variety and are therefore not indigenous. The site used to house an incinerator, but it has been abandoned. This site is adjacent to the Pikitup offices on site and is planned to house a new Biomethane Plant.

The work covered under this contract shall consist of removing trees and stumps from the Biomethane Plant area at the Robinson Deep landfill. The Contractor shall use special care to protect public and private property. The Contractor shall take special care so as not to damage any utilities and structures in the process of cutting and removing the trees. The Contractor shall maintain proper barricades and watchpersons to prevent other site users to come close during the cutting and removal of trees. Some of the trees are up to 25 m high and will require limb removal and careful trimming to safely fell the trees without damage to surrounding buildings. Contractors would therefore require adequate safe working procedures, rigging and harness equipment and relevant safety certifications.

High Level Activities to be undertaken by the Contractor, not limited to the below:

- Overall Project Management, Coordination & Reporting.
- Compilation & submission of Project Implementation Plan.
- Risk Management & reporting.
- Execution of the works.
- SHEQ on site.
- Working at heights safety gear and permitting.
- Waste & material removal.
- Permits (WML for decommissioning is already in place).
- No damage to structures and infrastructure outside the scope of work.
- Scaffolding and crange if required.
- Provision of necessary mobile equipment and tools, e.g. TLB, excavator or suitable earthmoving, loading, de-stumping equipment, chainsaws, etc.
- Own electricity supply generator.
- Own security.
- Cleaning of any spillages and suitable disposal.
- Removal of waste from site and disposal thereof appropriately.
- Community liaison.
- Compilation, Submission and Approval of Occupational Health and Safety Plan and Environmental Management Plan.
- Conduct statutory inspections.
- Occupational Health and Safety Consultant (Inclusive of Monthly Occupational Health and Safety Compliance Reports, as applicable).
- Monthly consultation & reporting with the Client & other relevant stakeholders, as applicable.
- Monthly monitoring and reporting of Milestones & Labour Issues, as applicable.
- Compilation and Submission of Project Close out Report.

The contractor shall be responsible for:

1. Felling of approximately 40 large trees (mainly Eucalyptus) and some smaller bushes.
2. De-stumping by excavation of felled tree roots, complete including filling in holes.
3. Wood size reduction (for firewood production) and removal. Then tonnage of firewood produced should be reported to the Employer.

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4. Removal and disposal of unusable waste pieces to Robinson Deep landfill (onsite).
5. Levelling of pavement and holes where stumps are excavated.
6. Cleaning of site after operations.

The specific primary objective is to procure the services of a suitably qualified and experienced contractor to carry out the work as per scope of work detailed above. The contractor will be responsible for the Health and Safety compliance, building regulations standards compliance, quality control and assurance, etc., as detailed in the Tender Scope.

Timeline

It is intended to appoint the successful Contractor (fully compliant with the stated project requirements as indicated) within the shortest possible time (**max 5 working days**) of having advertised this Request for Quotation. The work in question should be completed and the final closing report submitted within a maximum period of **4 weeks (working days)** starting the day after site handover date, but the earliest possible delivery shall be highly appreciated.

1. General Guide on how the Contractor Provides the Services.

a. Provision of bonds and guarantees (If Applicable)

- The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2. Invoicing and payment

- The *Contractor* ensures that the requirement in terms of Section 20(4)© of the Value Added Tax Act, No. 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)©, is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement
- The following details shall be shown on or attached to each Invoice to show how the amount due has been assessed:

The Contractor shall address the tax invoice to:

The Development Bank Of
Southern Africa
1258 Lever Road, Headway Hill,
Midrand.
1685

Attention: Financial Accounting (AP) and include on it the following information:

- a. Name and address of the *Contractor* and the *Project Manager*;
- b. The contract number and title;
- c. *Contractor's* VAT registration number;
- d. The *Employer's* VAT registration number 426 012 6711
- e. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- f. The date of the invoice
- g. An Invoice number
- h. Reference to Contract and/Invoice/Purchase Order number
- i. A descriptive title of the service covered by the invoice and/or the Contract's Assessment

- number
- j. A copy of the Assessment Certificate/ Signed Task instruction
- To enable payment against each applicable invoice the *Project Manager* and the *Contractor* signs next to each line acceptance of the service, materials or Goods delivered on the applicable invoice. The signed copy of this invoice is forwarded (faxed or hand delivered) to the Contracts Administration Section on site at +27 11 313 3911.
- The original invoices will go directly to DBSA Project Manager and/or DBSA Finance Department. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

3. Quality management

a. System requirements

- The *Contractor* shall operate a quality management system as stated in the Scope.

b. Information in the quality plan

- The *Contractor* shall provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

4. Health and safety

- The Contractor acts in accordance with the Occupational health and safety requirements stated in the Scope.
- The Contractor shall at all times comply with the health and safety requirements prescribed by law, regulations, standards, guidelines, and Covid-19 requirements as they may apply to the works.

5. Environment (as applicable)

- The Contractor ensures that all services and works supplied in terms of this contract conform to all applicable environmental legislation requirements.

6. Working on the *Employer's* property

a. Location of the site:

- The site is located at Robinson Deep Landfill, Turffontein Road, Stafford, Johannesburg; Coordinates: Biomethane Plant - 26°13'47.84"S; 28° 2'31.80"E. Please refer to **Part C4**.
- Contractor's personnel to comply with site entry and security requirements.

7. Conduct

a. Laws and regulations to be complied with

- The *Contractor* shall at its own expense comply with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the works and as amended or replaced.
- The Contractor shall at its own expense comply with the Basic Conditions of Employment Act No.75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor's* transgression of the Act.

b. Ethics

- The Employer is committed to the highest standard of ethical behaviour and principles and expects the same from the Contractor. Non-adherence from the Contractor personnel results in dismissal.

PART C4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page <i>Locality Plan</i>	
	Total number of pages	

C4.1: LOCALITY PLAN

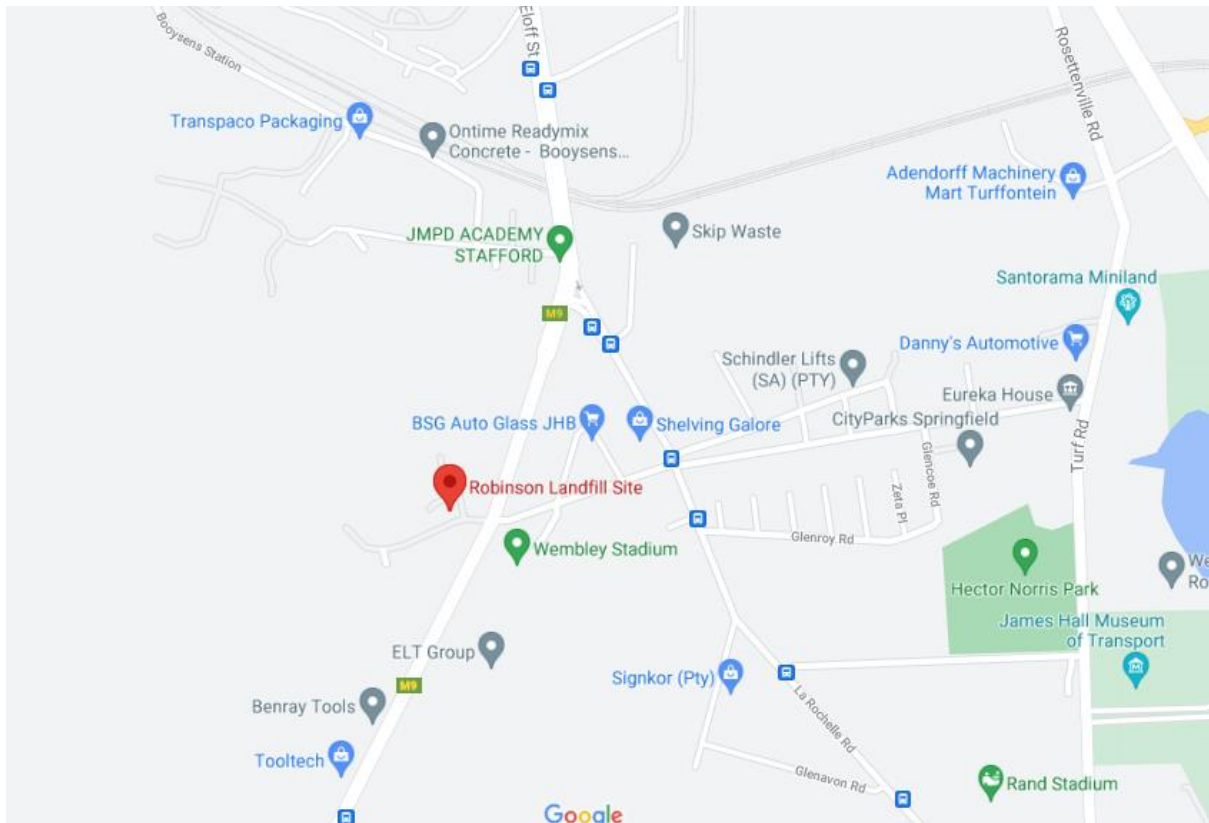


Figure 1 & 2: Robinson Deep Landfill, Johannesburg, Locality Map
Site Coordinates: - 26°13'47.84"S; 28° 2'31.80"E