REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO SUBMIT A QUOTATION FOR THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
RFQ NUMBER:	**RFQ062/2026**
RFQ ISSUE DATE:	**10 November 2026**
COMPULSORY BRIEFING SESSION:	**18 November 2026 10h00** **On-line via Microsoft Team. Please click on the link below to join the briefing session:** RFQ062/2026 Compulsory On-line Briefing Session Link
CLOSING DATE AND TIME:	**02 December 2026** **23:55 TELKOM TIME**
RFQ VALIDITY PERIOD	**120 days (COMMENCING FROM RFQ CLOSING DATE)**
DESCRIPTION:	**APPOINTMENT OF A CONTRACTOR TO EXECUTE AND COMPLETE THE REMAINING DEFECT WORKS AT ISIHLANGWINI SCHOOL FACILITY IN KWAZULU-NATAL ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE)**
RESPONSES TO THIS RFQ SHOULD BE SUBMITTED TO:	a) Bidders that wish to submit a quotation response must send an e-mail to riviscm@dbsa.org and request 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	**Rivi Kistnasamy: Riviscm@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. **DBSA however reserves the right to clarify any information with any bidder regarding their response to this RFQ.**
4. **Bidders must be registered on the National Treasury Central Supplier Database (CSD).**

NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
CSD MAA NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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	

3. ADDITIONAL CONDITIONS OF TENDER

i. DBSA reserves the right to award one bidder per RFQ in respect of tender **RFQ062/2026.**

ii. Should a bidder be recommended for award in respect of either these RFQ's, and the bidder has bid for all RFQ's, the bidder agrees to withdraw their remaining bid/s if successful in one.

iii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
- Value for Money = Improved total cost.
- Risk Allocation = Considering other awards, including the logistical allocation of other projects.
- Risk Profile = Considering the profiles of entities, such as Procure Check, PEP Checks and Directorship to name a few.

iv. The DBSA reserves the right to not award any bidder that has a cumulative order book totaling to: R60m- Level 6/ R120m- Level 7/ N/A- Level 8-9 (whichever CIDB classification is applicable to this tender).

v. The DBSA reserves the right to not award any bidder that has a total of five (5) active awards/ orders with an outstanding value. If the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the DBSA reserves the right to recommend.

vi. The following will be considered as one award, in the event that a bidder forms part of a Joint Venture/ Consortium: "point iv" based on the JV/ Consortium participation percentage and "point v" based on an award made to the JV/ Consortium.

vii. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers, in line with CIDB prescripts (CIDB Inform Practice Note #5).

viii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

ix. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.

x. 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.

xi. Tenderer is required to adhere to the Pricing Instructions as detailed, failing which will result in offer being deemed non-compliant. Where noted that a cost item was not priced, clarification will be issued to clarify reason, without allowing any costs to be amended or included.

The below conditions *xii* and *xiii* are **NOT APPLICABLE.**

xii. Tenderer may not propose any resources that have been allocated on a project that has been awarded by DBSA and is less than 85% complete.

xiii. The resources tendered will be assessed to verify that they are not offered on another project with less than 85% completion. Should such an occurrence transpire, a clarification will be issued to allow the tenderer to replace the applicable resource/s within 48 hrs, failing which, the bid will be excluded from recommendation.

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& Objective Criteria

4.1 Stage 1: Responsiveness

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

Responsiveness Criteria		Criteria
1	Attendance of **Compulsory *Online* Tender Briefing**	Pre-Qualifier
2	Completed and signed **Declaration of Default and Termination**	Pre-Qualifier
3	The **Form of Offer** must be **signed** and **priced** (signed by Tenderer and price populated as a min. in either Numbers or Words) The DBSA further reserves the right to request the correction or clarification of minor administrative errors that do not affect the substance, validity, or enforceability of the Form of Offer.	Pre-Qualifier
4	Tenderer must have successfully completed a minimum of **one (1) Project** in building in the last 5 years, with a **contract award value** of **R400 000,00** and above. ❖ The tenderer must submit the following documents for completed project: • **Letter of Appointment/Purchase Order** on the relevant project client's letterhead, dated and signed; **AND** • **Completion Certificate/Letter** of the corresponding project (certificate must be dated, signed and emanating from the contract awarded in the corresponding Letter of Appointment). ❖ Alternative tenderer must submit the following documents for completed project: • A **reference letter** on the client's official letterhead, clearly indicating the contract value, signed and dated by the client, and confirming that the contract was successfully executed. (The Project Appointment/ Award Value must be contained in either of the above documents, or may be contained in another supporting document, which is signed by either signatory of the Appointment Letter or Completion Certificate – where the value between the documents differs, the value on the Completion Certificate will be utilized)	Pre-Qualifier

Part 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
1	Adherence to the **Standard Conditions of Tender** as required (No deviations, qualifications and alternatives)	48 hours
2	**Returnable Documents** complete and signed	48 hours
3	Submission of the registration with **National Treasury Central Suppliers Database (CSD) Summary Report** – Bidders must be registered in order to do business with the DBSA	48 hours
4	A **tax pin** issued by SARS	48 hours
5	Valid & Active CIDB Contractor grading designation **2GB or higher** (Application needed if update in progress.	48 hours
6	**Valid letter of good standing (COIDA).**	48 hours
7	Proof of **Letter of Intent** to provide **Public Liability Insurance** cover, or **formal Public Liability Insurance,** from a registered insurance company or financial service provider in an amount of not less than **R1 000 000 (One Million Rand) in respect of each and every claim** during the contract period, with **no limitation** on the number of claims or cumulative value of claims should the Bidder be successful. The Letter of Intent must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).	48 hours
8	Proof of **Letter of Intent** from a **guarantor** for the issuing of a **Performance** or **Construction Guarantee** from any South African Banking Institution that amounts to the **value of 10% of the Contract Sum**. Letter of intent submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of1990).	48 hours
9	Proof of **Letter of Intent** to provide Contract Works Insurance cover, or **formal Contract Works Insurance,** from a registered insurance company or financial service provider in an amount of not less than **R1 000 000 (One Million Rand) in respect of each and every claim** during the contract period, with **no limitation** on the number of claims or cumulative value of claims should the Bidder be successful. The Letter of Intent must be issued by an insurance company or financial service provider duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or the Long-Term Insurance Act, 1998 (Act 52 of 1998).	48 hours

Stage 2: - Financial Offer & Preference

With reference to the PPR 2022, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	**Specific Goals** ☒ B-BBEE Status Level of Contributor ☐ Black Women Ownership ☒ Geographical Localisation with B-BBEE Status Level of Contributor	20
3.	**Total**	**100**

❖ **"Tender to submit the specific evidentiary documentation defined in this tender, in support of its Preference score. SANAS B-BBEE Certificate or Affidavit. (Consortiums, Joint Venture Companies and Partnerships must submit a consolidated B-BBEE Certificate) Bidder will score 0 points for preference if not submitted".**

Pricing Instructions

Bidders are required to price in full and submit the tender Bills of Quantities as appended in the tender.

All prices must be quoted in South African Rand (ZAR).

PLEASE NOTE THAT THE USE AND COMPLETION OF THE DBSA BOQ/Pricing Schedule AS APPENDED IN THE TENDER, IS MANDATORY. FAILURE TO COMPLY WITH THE REQUIREMENTS WILL LEAD TO THE SERVICE PROVIDER BEING DISQUALIFIED.

A. Preference points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Geographic Localisation				
Yes	5	10		
No	0	0		
B-BBEE Status				
Level 1 - 3	5	10		
Level 4 - 8	0	0		
Total Preference Points	10	20		

Refer to the PPR2022 in terms of B-BBEE Certificate and Affidavit requirements. Only certified copies of affidavits will be accepted. SANAS accredited B-BBEE Certificates does not have to be certified. Non-adherence to this will result in the tenderer scoring 0 for preference.

i. "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;

ii. "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;

iii. 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.

iv. Consortiums, Joint Venture Companies and Partnership must submit a **consolidated BBBEE Certificate** and may not submit an Affidavit.

B. Price points

Bidders are required to price in full and submit the tender Price Schedule as imbedded in the tender as mandatory.
Failure to provide this information will invalidate the RFQ response on the basis of incompleteness.
Bidders are also requested to separately provide a detailed cost breakdown of each deliverable as part of their response to this RFQ

All prices must be quoted in South African Rand (ZAR).

The total cost of the RFQ response based on the DBSA Price Schedule should exactly match the total cost of the detailed cost breakdown as additionally provided by the bidder. In the event of any discrepancies, then the higher amount of the 2 amounts will be used as the basis for the price evaluations of this RFQ response.

The following formula will be used to calculate the points for price:
Ps = 80(1-(Pt-Pmin)/Pmin)

Where:
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

Stage 3: - Risk Analysis

a) 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 PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.

- **i.** 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 Complaint 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.** 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
- **v.** 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.
- **vi.** Convicted by a court of law for fraud and corruption.
- **vii.** Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- **viii.** The DBSA reserves the right to make a decision on contract award based solely on the information received in the responses to this RFQ. The DBSA also reserves the right to use relevant information not contained in any tender but which, in the ordinary course of business, is within the knowledge of any employee or Board member of DBSA or its advisors, agents or representatives for the purposes of making its decision.
- **ix.** Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFQ, may at the discretion of the DBSA, be excluded from recommendation for further under this RFQ. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFQ, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- **x.** 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).
- **xi.** Unduly high or unduly low Tendered rates 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 rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk (CIDB Inform Practice Note #5).
- **xii.** PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- **xiii.** Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- **xiv.** The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.
- **xv.** The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.
- **xvi.** A check against any other requirement as stipulated in the **Additional Conditions of Tender**.
- **xvii.** Use of adherence to the stipulated requirement of **Subcontracting** as Objective Criteria.

~~**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: Scope of Works

The purpose is to procure a suitably qualified and experienced contractor to execute and complete the remaining defect works at Isihlangwini School Ablutions Under Safe Programme On Behalf Of The Department Of Basic Education (DBE) – Kwazulu-Natal

The DBSA is seeking to appoint a service provider to perform the below services for the period of 02 Months from the site handover date.

Scope of Works (SOW)

The DBSA intends to procure one (1) contractor to carry out work activities as outlined above.

The primary objective of this MTS is therefore to procure one (1) approved contractor for the pilot phase of the programme.

The scope of works for contractors under this package consists of, but not limited to, the following:
Isihlangwini:

- Pre-cast Concrete
- Masonry
- Waterproofing
- Roof Coverings
- Carpentry & Joinary (Provisional)
- Ironmongery
- Metalwork
- Plastering (Provisional)
- Plumbing & Drainage (Provisional)
- Glazing
- Paintwork

Detailed outstanding items will be outline in the BOQ/Drawings and the snag list to be issued by the PSP upon appointment, however detailed BOQ is attached for pricing purposes.

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. The work in question should be completed and the final closing report submitted within a maximum period of **2 Calendar Months** 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

1.1. Any person (natural or juristic) may make an offer 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2. If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES [ ] NO [ ]**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	**Name of person at institution**	**Nature of the relationship**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?

YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

Registering authority	**Name of related enterprise / company / trust**	**Registration number**	**Description of interest**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

3.1 I have read and understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

1 Includes ‘‘beneficial interest’’ and ‘‘personal financial interest’’ as defined in the Companies Act 71 of 2008
2 Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the institution procuring the required goods or services 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS / MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

ANNEXURE D

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. **) \\The specific goals allocated points in terms of this tender**	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Geographic Localisation				
Yes	5	10		
No	0	0		
B-BBEE Status				
Level 1 - 3	5	10		
Level 4 - 8	0	0		
Total Preference Points	10	20		

The following documents will be accepted as evidence for Domicile in the geographic location.

- rates invoice issued to an Enterprise within two months prior to the bid submission date by a relevant municipality, bearing the name and address of the bidder or bidder member of an unincorporated joint enterprise or consortium (if applicable.);
- copy of the title deed in the name of the Enterprise;
- CIPC Registration documents
- Proof of address sworn affidavit; or
- other documentation acceptable to DBSA, provided it demonstrates established and ongoing business operations in the relevant province and is objectively verifiable, such as a lease agreement concluded at least six months before the applicable invitation to bid was published, evidencing established business operations in the relevant province.

The following documents will be accepted as evidence of Black Women Ownership:

- Valid B-BBEE certificate issued by a SANAS-accredited B-BBEE verification agency / sworn affidavit in terms of section 9 of the B-BBEE Act / CIPC affidavit.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

Annexure E – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD6.2)

LOCAL CONTENT & Applicable Annexures C, D & E

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

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

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

Item No.	Description of services, works or goods	As per BOQ	Stipulated minimum threshold %
1.	Cement	As per BOQ requirements	100%
2.	Doors	As per BOQ requirements	100%
3.	Mirrors	As per BOQ requirements	100%
4.	Paint	As per BOQ requirements	100%
5.	Ironmongery	As per BOQ requirements	100%
6.	Plaster sand	As per BOQ requirements	100%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. RFQ008/2025

ISSUED BY: (Procurement Authority / Name of Institution): **DEVELOPMENT OF SOUTHERN AFRICA (DBSA)**

NB :

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

(f)

SIGNATURE: _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

ANNEXURE F

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 G

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 H

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 ACQUANTED WITH THE RIGHTS AND OBLIGATIONS SET OUT THEREIN.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUINTED 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 I

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

ANNEXURE J

DECLARATION OF DEFAULT AND TERMINATION

It is a condition of this tender that bidders declare all project, default and/ or terminations in full with the DBSA within the last 5 years.

This declaration MUST be signed, whether any declaration is applicable or not.

If no declaration is applicable, tenderers MUST either strikethrough or indicate Not Applicable.

The DBSA will disqualify the tenderers bid, should this declaration prove to be false.

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED DEFAULT AND/ OR TERMINATION

- Bidders may recreate the above table and submit if insufficient space is available

(This Declaration must however be signed in full).

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and confirm that the information provided is accurate and complete.

_____ _____

(Signature)

(Date)

PART C1: AGREEMENTS & CONTRACT DATA

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

Document reference	Title	No of pages
	This cover page	
C1.1	Form of Offer & Acceptance	
C1.2	Contract Data	
	Total number of pages	

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:

RFQ062/2026: APPOINTMENT OF A CONTRACTOR TO EXECUTE AND COMPLETE THE REMAINING DEFECT WORKS AT ISIHLANGWINI SCHOOL FACILITY IN KWAZULU-NATAL ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE)

The tenderer, identified in the Offer signature block, has

either	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.
~~*Or*~~	~~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)	

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 tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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 witness .....

Date .....

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	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
On behalf of	.....	.....
	.....	.....
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 Contract Data

The Conditions of Contract are the JBCC Series 2000 Minor Works Agreement (Edition 5.1, dated March 2014) prepared and published by the Joint Building Contracts Committee, amended as hereinafter described. 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.

JBCC Minor Works Agreement

Between **The Development Bank of Southern Africa Limited**

(Reg No. 16/000157/00)

and **……**
[insert contractor details]

(Reg No. _____)

for

RFQ062/2026: APPOINTMENT OF A CONTRACTOR TO EXECUTE AND COMPLETE THE REMAINING DEFECT WORKS AT ISIHLANGWINI SCHOOL FACILITY IN KWAZULU-NATAL ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE)

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

RFQ062/2026: APPOINTMENT OF A CONTRACTOR TO EXECUTE AND COMPLETE THE REMAINING DEFECT WORKS AT ISIHLANGWINI SCHOOL FACILITY IN KWAZULU-NATAL ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE)

A2 Works description

Refer Clause 1.3 in the Scope of Works

The scope of works for contractors under this package consists of, but not limited to, the following:

- Pre-cast Concrete
- Alteration
- Masonry
- Waterproofing
- Roof Coverings
- Carpentry & Joinery (Provisional)
- Ironmongery
- Metalwork
- Plastering (Provisional)
- Plumbing & Drainage (Provisional)
- Glazing
- Paintwork

detailed outstanding items will be outline-d in the BOQ/Drawing and the snag list to be issued by the PSP upon appointment

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	Republic of South Africa

4 Contract documents

4.1	Signed **contract documents** held by the **employer**		
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		

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
Not Applicable				

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 plus 10%
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**		**1 000 000.00**
Supplementary Insurance (incl CWI extensions)		N/A	
Removal of Lateral Support Insurance	employer	**R**	Value of damage
Other: 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: 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?	Remedial and work not completed

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	To be pointed out on site
	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	TBA	
11.2.6	Start work within **working days** after given access to **site**	3	Working days

		Notice to inspect w-Days	Date for practical completion yyyymmdd	Penalty Currency	Penalty Amount / calendar day
18.2	**Practical completion** of the **works** as a whole	3	1 month	**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, tested and test results provided 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:	**R**			
19.2	Issue of regular payment certificates on	date@month	25th	Or…day of week	N/A
19.3.2	**Materials and goods** off **site** - paid subject to ...	**Security for Advance Payment provided**			No

22.0 Dispute resolution

22.2	Alternative dispute resolution organisation	Association of Arbitrators (Southern Africa)

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: *“The original signed contract documents shall be held by the **employer**.”*
Clause 5.6	Amend the clause to read as follows: *“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.”*
Clause 6.1.8	Amend this clause to read as follows: “*With the approval of the **employe**r, adjust the contract value and prepare final account*.”
Clause 8.1	

	Add at the beginning of the first sentence of clause 8.1 the following: "*To the extent that the risk is not attributable to the **contractor**…"*
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: "*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*"
Clause 8.7	Amend clause 8.7 to read as follows: "*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*".
Clause 9.1	Amend this clause to read as follows: "*The **contractor** shall where required provide **security**. There shall be no requirement or* *obligation on the **employer** to provide any security*."
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 from 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
	This cover page	
C2.1	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 10400:2011, Preliminary and General 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 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, Annexure D.

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 PDF and Excel format 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
	This cover page	
C3.1	*Employer*'s Works Information	
C3.2	*Contractor's* Works Information	
	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**
National Building Regulations (NRB)	SANS 10400 (SABS 0400) Code of Practice for the Application of the National Building Regulations
Civil Works	SANS 1200 – Standardized 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 DBSA intends to procure one (1) contractor to carry out work activities as outlined above.

The contractor will be appointed by DBSA on behalf of the Department of Basic Education (DBE) and will report to the DBSA (Employer) and its appointed professional service provider. The contractor will also be responsible for compliance with occupational health and safety regulations, building standards regulations, quality control and assurance, risk management.

The scope of **works** to be executed by the **contractor** under this package consists of, but not limited to, the following:

- Pre-cast Concrete
- Masonry
- Waterproofing
- Roof Coverings
- Carpentry & Joinary (Provisional)
- Ironmongery
- Metalwork
- Plastering (Provisional)
- Plumbing & Drainage (Provisional)
- Glazing
- Paintwork

Detailed outstanding items will be outline-d in the BOQ/Drawing and the snag list to be issued by the PSP upon appointment

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. The work in question should be completed and the final closing report submitted within a maximum period of 02 Calendar Months 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 Section20(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

- Occupational Health and Safety Act, 85 of 1993, (latest edition), Construction Regulation 2014 and other Regulations.
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A - DBSA Occupational Health and Safety Baseline specification
- Annexure B - DBSA Baseline Risk Assessment
- Annexure C - Safety, Health, Environment and Quality Policy.

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 Isihlangwini in the Kwazulu Natal province 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
	This cover page	
C4.1	*Locality Plan*	
	Total number of pages	

C4.1: LOCALITY PLAN

PROJECT	LATTITUDE	LONGITUDE
ISIHLANGWINI	**-26,9773**	**32,18712**