

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP094/2023
COMPULSORY BRIEFING SESSION DETAILS:	Site inspection will take place at the DBSA campus situated at 1258 LEVER ROAD, HEADWAYHILL, MIDRAND. Bidders must advise of their attendance by sending an email to tebogoSCM@dbsa.org and tebogoS2@dbsa.org two (2) working days before the site inspection meeting to be invited. 22 March 2023 @10H00 -11H00 ON THE DBSA CAMPUS
CLOSING DATE:	05 April 2023
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN OF THE REFURBISHMENT OF DBSA MAIN BUILDING WING SEGMENTS
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification via e-mail to tebogoSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 3 April 2023 16:00 Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded.

	NB: Electronic submission is encouraged for all bidders interested in this tender Closing date of this RFP094.2023 is 05 April 2023 before 23:55. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: RFP094/2023

DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN OF THE REFURBISHMENT OF DBSA MAIN BUILDING WING SEGMENTS

COMPULSORY BRIEFING AND SITE INSPECTION: 22 March 2023 –

Site inspection will take place at the DBSA campus situated at 1258 LEVER ROAD, HEADWAYHILL, MIDRAND

Time: 10H00 AM - 11;00 AM Johannesburg time (ON THE DBSA CAMPUS)

Closing time for the OneDrive Link requests - on the 3RD of April 2023 at 16;00 (Johannesburg Time)

CLOSING DATE: 05 April 2023

CLOSING TIME: 23H55

Name



Bidder Name

Name



Folder 1_Financial Proposal



Folder 2_Technical Proposal

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.

- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE	YES		NO	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]			
1..1.3	SIGNATURE OF BIDDER				
1..1.4	DATE				
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE				
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]					
IF YES, WHO ISSUED THE CERTIFICATE?					
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]	YES		NO		
CSD REGISTRATION NUMBER					
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER

DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2. TAX COMPLIANCE REQUIREMENTS

2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.

2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.

2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions :

- Tick in the relevant block below;
- Ensure that the following documents are completed and signed where applicable; and
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES **NO**

☐	☐	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
☐	☐	Part A: Invitation to Bid
☐	☐	Part B: Terms and Conditions of Bidding
☐	☐	Part C: Checklist of Compulsory Returnable Schedules and Documents
☐	☐	Part D: Conditions of Tendering and Undertakings by Bidders
☐	☐	Part E: Specifications/Terms of Reference and Project Brief
☐	☐	Annexure A: Price Proposal Requirement
☐	☐	Annexure B: SBD4 Declaration of Interest
☐	☐	Annexure C: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure G: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria. |
| ☐ | ☐ | Annexure J: General Condition of Contract |
| ☐ | ☐ | Annexure K: CSD Tax Compliance Status and Registration Requirements Report |
| ☐ | ☐ | Annexure J: KfW Declaration of Undertaking |

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause **Error! Reference source not found.** (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks

(including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: tebogoSCM@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **22 March 2023** - Site inspection.

Time: 10H00 AM Johannesburg time (**ON THE DBSA CAMPUS**)

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email tebogoSCM@dbsa.org by latest on 3 April 2023 at 16:00 prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission.

CLOSING DATE: **05 April 2023**

CLOSING TIME: 23H55

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

- 6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.

No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to tebogoSCM@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.
- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

- 16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

- 17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;
 - 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

- 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA 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 DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

- 19.1 Bidders must ensure that:
- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be

permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
 - 22.2.1 the Bidder is not engaged to perform under any contract; or
 - 22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
 - 23.1.1 as required by law;
 - 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

A. Tenderers who do not adhere to any of the following criteria listed below as a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria			Prequalifying Criteria	Applicable to this Tender (Y/N)	
1	Adherence in submitting Tender as two-stage folders: Folder 1: Pre-qualifiers and functionality proposal Folder 2: Financial proposal		Pre-Qualifier	Y	
2	Attendance to the Compulsory Briefing and site inspection		Pre-Qualifier	Y	
3	Experience on Similar Scale Projects For Refurbishment of buildings in the past ten (10) years: Bidders are required provide at least five reference letters; accompanied by copies of the appointment letters as well as copies of the Completion Certificates which are signed by the Client.		Pre-Qualifier	Y	
4	Qualification and Competence of Key Staff: Comprehensive CV and certified copies of proof of qualifications must be attached.		Pre-Qualifier	Y	
	<u>Key Resources</u>	<u>Professional Registration and Membership (Minimum Requirement)</u>			<u>Min Years' Experience Post Registration</u>
	Mechanical Engineer	Pr. Eng / Pr. Tech			10 years
	Quantity Surveyor	Pr. QS			10 years
	Structural Engineer	Pr. Eng / Pr. Tech			10 years
	Architect	Pr. Arch/ Pr. SArchT / Pr/ ArchT			10 years
	Construction Health and Safety Agent	SACPCMP			10 years
Fire Engineer	Pr. Eng / Pr. Tech. Eng)	10 years			

	Project Manager (Team leader)	(SACPCMP - PrCPM)	10 years		
	Civil Engineer	Pr. Eng / Pr. Tech. Eng)	10 years		
	Interior Designer	PSID	5 years		
	Electrical Engineer	Pr. Eng / Pr. Tech	10 years		
	PSID : Professional Senior Interior Designer				
	<u>NB: Failure to submit qualifications, cv's and professional memberships of any of the key resources listed above will lead to disqualification.</u>				
5	Cash flow management Demonstrated by the tenderer from bank rating. Letters must be signed by the bank official or stamped by the bank, and it must be within 3 Months of the tender duration. Bank Rating of A, B, C			Pre-Qualifier	Y
4	Provide proof of compensation liability cover (COIDA).			Pre-Qualifier	Y
6	Professional liability cover of 10 million			Pre-Qualifier	Y
7	Bidder to provide project timelines through a project plan or Gantt chart			Pre-Qualifier	Y

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant to do business with the DBSA.	48 hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS	48 hours	Y
5	Valid original/ certified letter of good standing (COIDA).	48 hours	Y
6	3 Years Audited Financial Statements, or Financial Statements signed off by an Accountant.	48 hours	Y

Only those Bidders which satisfy all the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria of the First Stage will not be evaluated further.

Bidders will be assessed on the functional prequalifying criteria (First Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the second Stage.

26.1.2 Second Stage – price

26.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) of the tender process will be eligible to be evaluated on the Second Stage, based on price, in accordance with the PPPFA regulations.

26.1.2.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Second Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

26.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

27. Due Diligence

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

a. Judgements and criminal convictions

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

b. Pending litigation/liquidation/business rescue (distinct from Working Capital)

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

e. Restricted/Blacklisted

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

f. Vetting

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;

- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk
- 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 negotiate to ensure the value for money principle is not compromised.

28. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

29. STATUS OF BID

29.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

29.2 A Bid must not be conditional on:

- 29.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
- 29.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
- 29.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
- 29.2.4 the Bidder obtaining the consent or approval of any third party; or
- 29.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

29.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

29.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

30. CLARIFICATION OF BIDS

30.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

30.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

31. DISCUSSION WITH BIDDERS

31.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

31.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

31.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

31.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

31.4.1 conduct a site visit, if applicable;

31.4.2 provide references or additional information; and/or

31.4.3 make themselves available for panel interviews.

32. SUCCESSFUL BIDS

32.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

32.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

32.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

33. NO OBLIGATION TO ENTER INTO CONTRACT

33.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

33.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

34. BIDDER WARRANTIES

34.1 By submitting a Bid, a Bidder warrants that:

- 34.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- 34.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 34.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 34.1.4 it accepts and will comply with the terms set out in this RFP; and
- 34.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

35. DBSA'S RIGHTS

35.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

- 35.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 35.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 35.1.3 vary or extend any time or date specified in this RFP
- 35.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 35.1.5 require additional information or clarification from any Bidder or any other person;
- 35.1.6 provide additional information or clarification;
- 35.1.7 negotiate with any one or more Bidder;
- 35.1.8 call for new Bid;
- 35.1.9 reject any Bid received after the Closing Time; or
- 35.1.10 reject any Bid that does not comply with the requirements of this RFP.

36. GOVERNING LAWS

- 36.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 36.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 36.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

PART E



Design Brief for Professionals

REFURBISHMENT OF DBSA MAIN BUILDING WING SEGMENTS



Issued By:
Development Bank of Southern Africa
1258 Lever Road
Headway Hill
Midrand

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Copyright Statement

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This proposal should be considered private and confidential and may not be shared with any third party without the prior written permission of the DBSA.

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1. Overview & Project Objective

The DBSA has initiated several projects to enhance the safety, functionality and aesthetics of its main building located on its campus.

The objective of the project is to undertake the design and construction administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items include, inter alia, the following:

- Concept Designs,
- Detailed Design Development,
- Support for procurement of contractors,
- Contract deliverables,
- Special sequencing or phased construction requirements,
- Special hours for construction based on Client programs or building occupancy,
- Security needs, delivery dates of critical and long lead items, utility interruptions or shut down constraints for tie-ins, weather restrictions, and coordination with other project construction activities at the site shall be addressed.

2. Client Group

Client:DBSA

Implementing Agent:DBSA

3. Scope of Professional Services

The Professional Team is to deliver services in accordance with the relevant built environment gazettes and the Framework for Infrastructure Procurement and Delivery Management (FIDPM).

The planned detailed construction related scope of works to be executed is outlined in Annexure 1. A summary of the works to the Premises as required by the DBSA in this Scope of Works namely (not limited to):

- a) Preliminary works (e.g., re-design of all systems in compliance with new layout, indication of changes to as-built data, dismantling works, etc.).
- b) Interior construction and finishing works: floors, ceilings, partitions, doors, fixtures, fittings, glazing, etc.
- c) Mechanical: HVAC, water supply, sewerage, and other works.
- d) Electrical: lighting, power, UPS, and other works.
- e) Obtain all necessary permits, licenses, insurance, etc. necessary for the execution of the works.
- f) Snagging, testing and hand over to the DBSA.

The Core Design Work comprises of Final Design Documentation (with shop drawings) for the following key disciplines:

- Architecture

- Electrical & Light Current/Data Network
- Mechanical (HVAC, water, sewerage)
- Professional Interior Designer

3.1. PROJECT COMMENCEMENT

A pre-design meeting shall be scheduled with the Consultant and the DBSA Project Team members at the commencement of the project to obtain and/or coordinate the following information:

Project Directory:

Develop a project directory that identifies the name and phone number of key designated representatives who may be contacted during the design and construction phases of this project.

Site Access:

Develop procedures to access the project site and provide the names and phone numbers of approved escorts when needed. Obtain copies of special security and policy procedures that must be followed during all work conducted at the facility and include this information of the specification.

Project Coordination:

Review and become familiar with any current and/or future projects at the site that may impact the design, construction, and scheduling requirements of this project. Incorporate all appropriate information and coordination requirements of the specification.

Existing Documentation:

Review any documents and additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. The State does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

All original documentation shall be returned to the provider at the completion of the project.

Project Schedule:

Review and update the project design and construction schedule with the Project Team members.

3.2. BUILDING & SITE INFORMATION

The following information shall be included in the project design documents.

Building Classification:

Provide the building Use Group Classification and Construction Type on the appropriate design drawing.

Building Block:

Provide the site Block on the appropriate design drawing.

Building Site Plan:

Only when the project scope involves site work, or when the design triggers code issues that

require site information to show code compliance, shall a site plan be provided that is drawn in accordance with an accurate boundary line survey. The site plan shall include, but not be limited to, the following as may be applicable:

- The size and location of new and existing buildings and additions as well as other structures.
- The distance between buildings and structures.
- Established and new site grades and contours as well as building finished floor elevations.
- New and existing site utilities, site vehicular and pedestrian roads, walkways and parking areas.

Site Location Map:

Provide a site location map on the drawing cover sheet that identifies the vehicular travel routes from major roadways to the project construction site and the approved access roads to the Contractor's worksite staging area.

3.3. DESIGN MEETINGS & PRESENTATIONS**Design Meetings:**

- Conduct the appropriate number of review meetings with the Project Team members during each design phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables and make changes where appropriate.
- The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed.
- Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material, and equipment delivery dates, etc.
- It shall also be the responsibility of the Consultant to arrange and require all critical Sub-
- Consultants to be in attendance at the design review meetings.
- Record the minutes of each design meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list by the Facilities Manager.

Design Presentations:

The minimum number of design presentations required for each phase of this project is identified below for reference:

- Schematic Design Phase
- Final Design Phase

3.4. PROFESSIONAL STAGES TO BE DELIVERED**STAGE 1: INCEPTION**

Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies

STAGE 2: CONCEPT AND VIABILITY

Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and preliminary programme and viability of the project

STAGE 3: DESIGN DEVELOPMENT

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability, and programme for the project

STAGE 4: DOCUMENTATION AND PROCUREMENT

Prepare the construction and procurement documentation, confirm, and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project

STAGE 5: CONSTRUCTION

Manage, administer and monitor the contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works

STAGE 6: HANDOVER

Fulfil and complete the project handover including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project

STAGE 7: CLOSE-OUT

Fulfil and complete the project close-out including the preparation of the necessary final account/s and close-out files.

4. Timeline

- The construction works are to be award prior to 31 June 2023

5. Site Aerial View



- **Area Designations:**
 - Commercial
- **Local Planning Authority:**
 - City of Johannesburg
- **Existing Reports:**
 - As-built drawings
 - Energy Usage

6. Site Ownership

- DBSA

DESIGN BRIEF

REFURBISHMENT OF DBSA MAIN BUILDING WING SEGMENTS

CONSTRUCTION SCOPE OF WORK TO BE IMPLEMENTED

A. GENERAL

State & Local Statutory Legislation

- All the works, equipment and materials shall be supplied and installed to comply with all state & local legislation including approved codes of practice, good standards of workmanship and manufacturers recommendations.

Training & Documentation

- The Contractor shall provide all the necessary training for appropriate DBSA staff that will operate the systems supplied and installed by the Contractor under this Scope of Works, plus original copies of full technical literature, details of service personnel and any planned maintenance together with a manufacturer and Contractor's warranty and guarantee for at least one (1) year from the date of acceptance.
- Full commissioning data for all services shall be included and handed over to the DBSA as part of the acceptance requirement.

B. PARTITIONING

Gypsum Partitions

- Supply and install high standard partitions comprising of a single (e.g., 12.5 cm internal partition) or double (e.g., 15cm outer wall, meeting room wall, etc.) Gypsum board on steel studs to form the layout in accordance with agreed drawing. The partitions are to be slab to slab as per fit-out plan.
- All non-glass partitions must have rock-wool (or similar) sound insulating material infill to full height.

- They must satisfy the most demanding fire, thermal and acoustic performance requirements (42 dB).

Glass Partitions

- Supply and install double glazed 42dB acoustic internal partitions with acoustic blankets or ceiling baffles above the suspended ceiling (e.g., toughened clear glass partitions with a manifestation film pattern at approximately 1.7m height as a safety precaution to prevent staff from walking into the glass). Work to include all finishes, bottom and top rail details, etc. Place blinds in between glass sheets of meeting room partitions (e.g. dark roller blinds or adjustable horizontal bladed venetian blinds for privacy and presentations).

Acoustic Folding Partitions

- Supply and install Acoustic Folding Partitions in the large meeting room on all the floors as per layout.

Doors

- Supply and install doors (full height) and steel frames of a quality suitable for high class offices. The door fittings and handles are to be made of metal. Each door to be lockable from either side with a minimum three keys provided for each lock.

Skirting & Profiles

- Supply and install skirting and profiles to match the partition work.

C. CEILINGS & FLOORS

Suspended Ceiling/Plasterboard Ceiling

- Install and/or modify the suspended ceiling at appropriate height for window openings and normal office use with exposed white steel grid and 600 x 600 acoustic ceiling tiles (Armstrong or similar) for accommodating the ventilation ductwork, and other building systems (e.g., sprinkler system, lighting, etc.) for each office and usable area in accordance with the fit-out plan.

Raised Floor System

- Modify metallic floor bearing structure with respective floor panels (subject to new reconstructing areas in the premises).
- Supply and install carpet tiles. The carpet is to be fitted after the partitions have been erected.
- The colour is to be determined by DBSA.

Comms Room Floor

- The floor to the Communications Room will be covered in anti-static sheet vinyl or vinyl tiles.
- The colour is to be determined by DBSA.

D. PAINT WORKS

- All walls to be skimmed and emulsion paint finished.
- The colour is to be determined by DBSA.
- The wallpaper will be determined by DBSA

E. HVAC

- Provide air conditioning capable of delivering a space temperature of 21°C (with sufficient ceiling or wall mounted units for each office cell and work area). Whilst 23°C is comfortable and accepted by most people in an office environment it is advisable to be able to achieve 21°C should the need arise. As the air conditioning equipment ages and becomes less efficient the extra capacity will enable 23°C to be maintained.
- The fit-out Contractor will need to calculate the cooling load that is required.

F. ELECTRICAL

Lighting & Luminaries (fittings)

- Supply and install 600 x 600 recessed light fittings (or similar), non-reflective energy saving units, to provide adequate light at desk height throughout (a minimum of 400 lux at desk level). Switching to be separated for each office and useable area in accordance with the fitout plan. Where there is insufficient suspended ceiling to install adequate lighting, additional down lighting is to be provided by low voltage spotlights. The Communications Room (Comms Room) is to have energy saving lighting units capable of providing a minimum light at bench level of 500 Lux.

G. DIGITAL CCTV SYSTEM

- The new Digital Closed Circuit Television (CCTV) System shall be an approved equivalent Digital Video Management System consisting of digitally compressed video and data signals streamed over the existing Development Bank of Southern Africa Local Area Network (LAN). The CCTV System and required systems architecture shall be non-proprietary, including all systems equipment, end of line devices and communication protocols.
- All remote monitoring workstations shall view and control cameras over the hospital IP Network through the Digital Video Management System (DVMS). Remote monitoring stations shall be located in positions as indicated on the drawings.

The CCTV System is to be supplied, installed and commissioned at Development Bank of Southern Africa and shall include:

- i. A networked CCTV data base.
- ii. Video encoders for analogue camera termination at each nominated location.

- iii. Control software located on a Development Bank of Southern Africa supplied workstation at each nominated location.
 - iv. Video Management Software with Random Array Independent Raid (VMS with RAID) to record and store video at each nominated location.
 - v. CCTV cameras and associated equipment such as cameras, lenses, housings, and brackets.
 - vi. Graphical User Interface (GUI) platform for operator interface.
 - vii. CCTV monitors and associated equipment such as mounting brackets and KVM extenders
- The CCTV system shall form a fully integrated system controlled from the Development Bank of Southern Africa Security Office.
 - The equipment shall allow camera control, camera selection, display control and monitoring from the nominated control locations.

System Requirements

The Digital CCTV System shall be capable of connecting any combination and quantity of IP video cameras, IP video encoders, IP video decoders, CCTV monitors (LED), CCTV keyboard controllers, Servers, Graphical User Interface (GUI) workstations, Video Management Software with Random Array Independent Drives (VMS with RAID), alarm inputs and outputs, audio inputs and outputs and provide real time virtual matrix type CCTV functionality.

The CCTV system shall include but not be limited to the following:

- i. Fixed cameras as located on the drawings to view pedestrian entry and exit at movement control locations.
 - ii. Fixed and Pan/Tilt/Zoom (PTZ) cameras as located on the drawings to view pedestrian walkways and provide views for general surveillance purposes.
 - iii. IT supplied CCTV system workstation and server (CPU, monitor, keyboard and mouse) in nominated locations.
 - iv. LED colour monitors to nominated locations.
 - v. Video Management Software with Random Array Independent Raid (VMS with RAID) for recording of selected cameras.
 - vi. Necessary control equipment to provide the control and monitoring of the CCTV system as specified.
- The Video Management Software with Random Array Independent Raid (VMS with RAID) servers and CCTV system workstations shall form a networked partition able system to allow control of any video stream from the Security Operations Room, subject to access restrictions.
 - The architecture of the system shall be completely modular to enable system expansion without the redundancy of installed equipment.

The video surveillance system shall be capable of expansion without limitation of cameras, monitors or workstations including:

- i. Additional IP cameras,
 - ii. Additional video encoders,
 - iii. Additional video decoders,
 - iv. Additional storage devices Video Management Software with Random Array Independent Raid (VMS with RAID)
 - v. Additional CCTV monitors, keyboard controllers and CCTV workstations.
- Access to recorded video shall be transparent and independent of the location of the recording hardware. All such access shall be password controlled and limited by user access privileges. Multiple viewing of time synchronised video frames from multiple cameras shall be possible to assist with the correlation of events from multiple cameras and recorders.
 - The CCTV system shall be capable of connection and operation of major PTZ camera manufactures including but not limited to an approved equivalent brands.
 - The system shall have the ability to incorporate additional video analytics as an additional software licence, or licences, in the future for extended VMD capabilities such as object detection, counting, object introduction, traffic flow detection and the like.

The system shall have the capability to create users, assign passwords and define access rights to the various applications including:

- i. Configuration of networked video storage devices etc.
 - ii. Cameras that can be viewed or controlled.
 - iii. Viewing and control of recording.
 - iv. Restrict areas within the site map.
 - v. Restrict certain menu selections.
- All CCTV system equipment shall be time and date synchronised at all times to maintain the integrity of recordings and consistency of logged data to enable a valid audit trail to be established. This shall include synchronization with the Development Bank of Southern Africa network clock.
 - All video images shall be easily viewable and retrievable via the CCTV workstation and shall provide a quality sufficient enough to be exported as a DVD via a DVD +/- R/W drive. All such export of video data for use by others shall be suitable for viewing via Windows based applications or shall include all viewing software with the exported data to allow off site viewing by others without the need to obtain any additional or unique software. All exported video data shall include watermark authenticity complete with markers to indicate any changes that have been made to the image file.
 - The system configuration data shall be password protected with access to selected data only being accessible via the configuration mode.

- Upon power failure, all system set-ups, sequence information and presents shall be retained for access on power restoration. Battery backed-up memory is not acceptable.
- The system shall support text insertion for camera identification, presenting current date/time and other system/operator status information.
- Video Management Software with Random Array Independent Drives (VMS with RAID)
- Video Management Software with Random Array Independent Drives (VMS with RAID) Servers shall be supplied and installed by the Security Contractor. The Security Contractor shall supply, install and program all Video Management Software with Random Array Independent Drives (VMS with RAID) server software.
- Recording and playback shall be performed simultaneously such that it does not affect the recording from cameras/encoders.
- Video Management Software with Random Array Independent Drives (VMS with RAID) servers shall support synchronized playback of up to 25 cameras/encoders simultaneously to a single CCTV workstation. Playback synchronization shall be guaranteed to within 40ms (1 frame).
- The Video Management Software with Random Array Independent Drives (VMS with RAID) server shall store recorded video on hard disk for the specified number of days being fourteen (30) days.
- Recordings shall be split into one-hour segments.
- The Video Management Software with Random Array Independent Drives (VMS with RAID) server software shall automatically manage free disk space by deleting recordings older than the specified number of days or when a minimum disk space threshold is met.
- Video Management Software with Random Array Independent Drives (VMS with RAID) must allow a video thinning threshold to be set whereby after a specified time, recorded video is thinned down to just I-frames.

The CCTV administrator(s) shall have the ability to schedule recordings as follows:

- i. Start on receipt of an alarm from a camera/encoder for a set duration of time.
- ii. Set to run 24 hours x 7 days x 365 days/year
- iii. Time scheduled using start and stop time at the same time on selected days of the week. By starting at a specific time on a specific day and recording 24 hours every day until a specific stop time on a specific day e.g., Start Monday 09:00 and stop Friday 18:00.

The Video Management Software with Random Array Independent Drives (VMS with RAID) server shall also record alarms as well as video from selected cameras/encoders.

The Video Management Software with Random Array Independent Drives (VMS with RAID) shall act as central storage for alarms so that when one CCTV system operator acknowledges an alarm, all of the other operators will see that it has been acknowledged.

Video Management Software with Random Array Independent Drives (VMS with RAID) shall generate an alarm in the event of the following:

- i. Low disk space i.e., less than 75% of minimum disk space
- ii. Camera(s) not recording
- iii. Hard disk failure

- iv. RAID array failure
- v. Power supply failure
- vi. Video Management Software with Random Array Independent Drives (VMS with RAID) offline
- vii. License expired

It shall be possible to record the same camera/encoder on multiple Video Management Software with Random Array Independent Drives (VMS with RAID) servers.

Primary or backup Video Management Software with Random Array Independent Drives (VMS with RAID) server failures shall be reported to all CCTV workstations.

The administrator shall configure Primary and Backup Video Management Software with Random Array Independent Drives (VMS with RAID) servers for each camera. The recording schedules and alarms must then be synchronized between the Primary and Backup Video Management Software with Random Array Independent Drives (VMS with RAID) server.

In the event of a Primary Video Management Software with Random Array Independent Drives (VMS with RAID) server failure the Video Management Software with Random Array Independent Drives (VMS with RAID) workstations will be switched to playback and use alarms from the Backup Video Management Software with Random Array Independent Raid (VMS with RAID) server. In the event of the Backup Video Management Software with Random Array Independent Drives (VMS with RAID) server failing the Primary Video Management Software with Random Array Independent Drives (VMS with RAID) server will continue to record and manage alarms. The administrator should not be required take any action in this instance.

System Recording Requirement

- Video inputs for each camera/encoder shall be recorded onto the nominated Video Management Software with Random Array Independent Drives (VMS with RAID).
- The system shall be configured to continuously record each camera unless otherwise specified.
- Review of pre-recorded video shall be displayed in various modes including, but not limited to full screen, split screen (4, 9, 12, 16 or combination thereof) as well as sequential.
- All recorded information shall be date time stamped and stored within event files for easy retrieval.
- The system shall be configured, programmed and set-up to record and store all system cameras each at a minimum frame rate of 6 frames per/sec at 4CIF resolution.
- The system shall be configured, in coordination with the Development Bank of Southern Africa and the Facilities: Maintenance Specialist, to provide the minimum recording rates detailed above and store all images for a minimum of fourteen (30) days recording on the hard disk drive.

Database Server

The CCTV Database Server shall be supplied by Development Bank of Southern Africa and shall be connected to the Local Area Network to serve as the system administrator for all the CCTV system components (Video Management Software with Random Array Independent Drives (VMS with RAID, Encoders, Decoders, workstations.) as well as acting as the central repository for alarms. The CCTV database server shall be proven and current software applications to undertake

performance to the minimum CCTV international standards, with all licenses and authorized certifications. The Contractor shall provide details of the minimum hardware specification for this device upon award of this Contract.

The DVMS database server shall, as a minimum, integrate with the following:

- i. The CCTV Graphical User Interface (GUI).
- ii. Video Encoders and Decoders.
- iii. Video Management Software with Random Array Independent Drives (VMS with RAID Conventional Cross Point Matrix)
- iv. Include the logging of all CCTV and NVR System alarms, events and operator actions Server.

The CCTV database system server shall authenticate all security devices and users authorized to connect to the network. The CCTV database server shall manage all communications over the LAN. The CCTV database server shall incorporate on board security to protect it from unauthorized access by supporting the following features:

- i. All network ports not used for normal functionality will be blocked to prevent network hacking.
- ii. Allow password protection to prevent unauthorized administration access.
- iii. A Firewall is to be available on each DVMS server to allow access restriction by individual IP addresses. SSL and other non-IP address specific security measures are deemed insufficient.

• **Digital Video Encoders**

The CCTV system shall consist of Digital IP cameras connected to an encoder. The encoder shall accept a digital (composite) video input and compress the video signal using and stream it over the Local Area Network (LAN).

Once on the network the video signal shall be capable of the following:

- Being viewed on a CCTV system workstation
- Being displayed on a video monitor using an IP decoder
- Being recorded by a Video Management Software with Random Array Independent Drives (VMS with RAID)

Video encoders shall meet the following minimum requirements-

- Each encoder shall support IP independent configurable streams
- Each of the above streams shall support QCIF, 2CIF and 4CIF resolutions and 30 to 60 frames per second (fps). 4CIF at 25 frames per second simultaneously on both streams should also be possible. Configuring any resolution at any frame rate shall be possible, per video stream.
- Allow multiple brands of CCTV Controller Keyboards to be interfaced directly to an encoder/decoder via its serial port.

- Video encoders shall be able to create an alarm in case of Video Motion Detection (VMD) or video loss caused by a defective camera, cable or camera masking.
- Video encoders shall support simultaneous transmission in Point to Point or Point to Multipoint links, to display video on Monitors through Decoders or Management software.
- Video encoders shall be 19-inch rack mounted, unless otherwise specified.

Video Compression

- The Encoder architecture must support either MPEG4 and/or H.264 (ISO 14496-10) video compression. DSP Codec implementations will not be considered due to their inherent performance limitations, which can result in reduced frame rate, reduced video quality, video artefacts and increased bandwidth utilization.
- To guarantee that the video performance of the Encoder is not affected by other functionality, it shall also incorporate a separate host processor, which is only responsible for audio, Video Motion Detection (VMD), Activity Controlled Framerate (ACF), Alarms, Serial (PTZ) and network communication. The host processor must not perform any video operations to ensure that video is unaffected during maximum processor load.

The Encoder shall:

- Be capable of the following resolutions at full frame rate even during high motion levels:
 - CIF Resolution (2560 x 1440)
 - 2CIF Resolution (2560 x 1440)
 - 4CIF Resolution (2560 x 1440)
 - Guarantee full frame rate video (120fps PAL) under high motion at CIF, 2CIF and 4CIF resolutions
- Support three (3) simultaneous streams at CIF and two (2) simultaneous streams at 2SIF resolution and two (2) streams at 4SIF. Each stream must allow independent configuration of bit rate, frame rate, I frame interval, rate control mode and motion data. All streams must still guarantee full frame rate during high motion levels.
- Allow each stream bit rate target to be configurable between 56kbps and 4096kbps.
- Support Capped Bit Rate (CBR) control, which always guarantees full frame rate video and adjusts the quality dependant on the level of motion in the scene.
- Support Activity Controlled Framerate (ACF) to ensure that minimal storage and network capacity is used when no motion takes place in the video scene. During periods of very low motion, the frame rate will drop to 1fps (approximately 60kbps) and when motion occurs the frame rate will return to full frame rate (60fps/60fps) within 100ms. It must be configurable using a Region of Interest (ROI) editor that can select regions of the scene where the motion will be ignored. An activity sensitivity parameter must be configurable to allow the filtering out of very low motion in the scene.

- vi. Stream full frame rate video to any number of live video Decoders with an aggregate video bandwidth of up to 20Mbps using IP connections.
- vii. Support an unlimited number of receivers using IP Multicast regardless of total aggregate bandwidth.

Communications/IT Room (Comms Room)

- The Communications Room will be located in the position as shown on the fit-out plan and will contain a switch board Server Rack), a UPS unit, etc.
- All structural cabling for voice/data will be brought back, terminated, and connected to the patch panels located inside the Server Rack located in the Comms Room.
- Data Cabinet/Server Rack
- The Contractor will supply, mount and test a Cabinet/Server Rack. The Contractor is expected to liaise and co-operate with DBSA appointed IT specialists on how to make the connections.
- Small power socket outlets are to be provided in the Communications Room in the numbers and location, as shown on the detailed layout drawing.
- UPS - The Contractor will supply or reconnect an UPS unit in the Comms room in 11-th floor (According to DBSA specifications, e.g. Single-Phase 220V, 50HZ, 10-15 kVA, 12-20 minutes or similar).
- The Contractor will supply a UPS from a list of DBSA preferred suppliers.
- The Contractor will supply a maintenance free ten-year battery for the UPS which should give 5-7 years of reliable service.
- The UPS must ensure that full integrity of critical systems is maintained even in the event of mains power failure (e.g. computers, etc.). Instructions will be provided by the DBSA
- Clean Earth - The Contractor will provide an isolated and insulated clean earth circuit from the main electrical distribution board of the building to the Comms Room. The cable is to be PVC sheathed in copper cable. It should be terminated to the main earth connection at the main electrical distribution board of the building, and onto an isolated copper strip within the dedicated distribution board in the Comms Room, or onto an isolated and insulated copper strip, at a point adjacent to the distribution board. All UPS earth circuits within this room will be terminated to this copper bar.
- Voice & Data Structural Cabling - The Contractor will install a radial voice and data distribution network from the Comms Room to the RJ45 sockets as indicated on the floor layout plan.
- Cable installation will be distributed from patch panels located inside the Server Rack in the Comms Room, via PVC conduit to each point located on the floor plan, and voice and data cabling will be identical. Each cable will be identified at each end by sequential numbering which will be appropriately marked (1, 2, 3, etc.)
- The cable used will be Unscreened Twisted Pair (UTP), CAT5e or CAT6, cable. The cable used must be clearly stamped as CAT 5e or 6 on the outer sheath.
- Termination is to be double RJ45 sockets immediately adjacent to the 4 power sockets located in the working area (at respective workstations) in compliance with the layout drawings. Connectivity with conductor colour code being consistent on each socket and each cable will be identified at each end by sequential numbering which will be appropriately marked.
- Sufficient spare cable will be allowed on each circuit at the DBSA supplied Sever Rack, in the Comms Room, to allow connections to be made to the patch panels by the Contractor, in accordance with drawings supplied by the DBSA. The Contractor will install RJ45 CAT5e patch panels inside the telecommunication rack and then terminate cabling at the RJ45 jacks on the patch panels.

- All required RJ45 sockets used in the office work area, RJ45 CAT 5e patch panels, industry standard (19" 42U high) Server Rack and CAT 5e cable are to be supplied by the Contractor.
- The Contractor will make all connections of the UPS, voice and data structural cabling, in accordance with DBSA IT Department instructions and specifications.

Cabling Acceptance Test

The Contractor will test each cable connection between RJ45 jacks on patch panel and RJ45

socket installed in the working area. All CAT5e UTP links must be tested in accordance with EIA/TIA568-B and test sheets identifying each circuit and test results must be produced at the end of the contract. Printed results should confirm correct connectivity, resistance, integrity and the length of each circuit. Performed tests should also confirm absence of shorts, grounding, and external voltage. A complete set of test certificates are to be provided to the DBSA's Facilities Manager, prior to practical completion being signed off.

Power & Data Circuit

Small Power Distribution

- Provide a suitable distribution board, located in the Comms Room, with adequate circuit breakers to protect each circuit. The drawing indicates the location of each set of floor boxes.
- Each grouping is to provide four power sockets (one socket is to be connected to the UPS, clearly marked or of different colour e.g. red) and two RJ45 data sockets.
- Additionally, power points are to be provided in the corridor areas for fax, printer, photocopier and vacuum cleaner any other small power requirement in the area.
- In the Comms Room a minimum of 10 power points are to be provided in specific locations.
- The Contractor will supply and install small power points to agreed positions on the partition walls, as per the fit-out plan.
- The Contractor will supply power cable (NHXMH or similar), floor boxes, busbar modules, wiring ducts, cable trays, cable trunks (Legrand or similar) and other accessories necessary for the power distribution network.

Small Power Requirement

- Each workstation must have 4 power sockets (one socket is to be connected to the UPS, clearly marked or of different colour e.g. red) and 2 RJ45 outlets as indicated on the fit-out plan.

TV Aerial Point

- Relocate a TV aerial point in the position marked on the drawing in the Meeting Room(s) connected to a suitable Aerial to receive a clear and strong signal suitable for analogue and digital TV signals that are unobstructed and free from distortion and interference.

H. FIRE & EMERGENCY

- Supply and install sufficient fire detection, smoke detection, sounders and emergency lighting in compliance with state and local regulations.

- Emergency lighting must provide immediate secondary lighting when the power supply to the normal lighting fails e.g., due to a fire. The minimum backup duration of emergency lighting as specified by regulations is generally between 1 and 4 hours.
- Supply and install the international “pictogram” style fire exit signs, identifying the main means of escape. These are to be suspended from the ceiling and to be illuminated where required to comply with state and local legislation.
- Supply and install a sprinkler system in accordance with state and local regulations. No sprinkler system to be installed in the Comms room.
- Supply the necessary firefighting/safety equipment (e.g., fire extinguishers) for the premises.
- An evacuation plan (for both fire and bomb incidents) should be clearly displayed in both English language, detailing escape routes and assembly points.
- Prepare Security, Occupational Health, and Safety (OHS) and Fire Evacuation Plans. To be handed over on completion.

I. KITCHEN ROOMS

- Install kitchen base unit(s) with cupboards, drawers, and work tops to agreed quality and colour.
- The wall units must match the base units. Supply and install under counter industrial class dishwasher, ice machine and refrigerator. Install power socket outlets for fridge, dishwasher, toaster, microwave oven, kettle and two spares. Install wall tiles, as necessary, between the base and wall units.
- Low level power socket to be positioned for water chiller. Positions and specific detail to be agreed with DBSA.
- The utilities and sewerage for the kitchen must be installed in accordance with the technical specifications of the Facilities.
- Provide necessary equipment, fittings, and furniture.

J. SANITARY

- Premises must have two built-in toilets within the demise (men/women) with excellent quality sanitary appliances and fittings.

ANNEXURE A

PRICING INSTRUCTIONS

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work and the relevant statutory body.
2. The bidder must price for services as detailed under below. The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the

Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of the Standard Professional Services Contract and shall not revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies such as, for example, the hourly rates recommended by the South African Council for Project and Construction Management Professionals (SACPCMP) and the Engineering Council of Southern Africa (ECSA) at the time of the extension.

7.1. DBSA reserves the right to negotiate the Professional fees with the successful Bidder due to any circumstances beyond their control, this could result in an increase or decrease of Professional fees that will be agreed to by both parties.

8. The tendered Professional fee or rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.

9. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.

10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account. The prices tendered should be on the basis of a percentage of the Total Professional fees.

11. Tenderers are to note that the planning for this contract is based on a Departmental budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in the Standard Professional Services contract.

12. The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

12. Professional / Technical Services Fees: These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals.

13. Operational Expenses (Subsistence Expenses): These expenses are not applicable to this contract.

14. Printing /Copying Expenses: Where applicable (see 10 above), these expenses shall be reimbursed based on a percentage.

PRICING ASSUMPTIONS

Tenderers are to price each of the attached schedules. Of the price schedules to be submitted by the tenderer, the time-based fees (hourly rates) will be used in the event of changes to the contract price or period of performance (contract term) of the tenderer.

TIME-BASED FEES

N.B –The bidding team should have a list of all professional services as a company or consortium. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

DISCIPLINE / SERVICE: PROJECT MANAGEMENT (TEAM LEADER) (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS) Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: ARCHITECTURAL (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	No. OF YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: QUANTITY SURVEYING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	No. OF YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: CIVIL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: ELECTRICAL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: MECHANICAL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: INTERNAL DESIGNER (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: FIRE ENGINEER (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 5 years' experience)	

DISCIPLINE / SERVICE: FIRE ENGINEER (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: CONSTRUCTION HEALTH AND SAFETY AGENT (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

DISCIPLINE / SERVICE: STRUCTURAL ENGINEER (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered (with more than 10 years' experience)	

DISCIPLINE / SERVICE: STRUCTURAL ENGINEER (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIEN CE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

Discipline:		Project Manager (Team Leader)	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands) Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Mechanical Engineer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands) Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Electrical Engineer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands) Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Structural Engineer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Civil Engineer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R

Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Construction Health and Safety Agent	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R
Discipline:		Internal Designer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R

Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Fire Engineer	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Quantity Surveyor	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R

Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

Discipline:		Architecture	
Project Estimate (Full Estimate) Incl. VAT :			
Discipline Specific Works Estimate Incl. VAT :			
Base Fee (Rands):		R	
Discount Offered (%):		%	
Discounted Fee (Rands)			
Carried to Summary Schedule:		R	
Building Project stages with Stage		Breakdown of Discounted Fee	
		%	Rands
Stage 1	Inception	5.0%	R
Stage 2	Concept and Viability (BOQ, Specifications and Cost Estimates)	10.0%	R
Stage 3	Design Development	20.0%	R
Stage 4	Documentation and Procurement	20.0%	R
Stage 5	Works (Construction - Contract Administration and Inspection)	30.0%	R
Stage 6	Handover	7.5%	R
Stage 7	Close Out	7.5%	R

OPERATING EXPENSES – TRAVELLING COSTS

DISCIPLINE / SERVICE	ESTIMATED KILOMETRE (KM)	RATE /KM (Excl. VAT)	TOTAL TRAVEL COST/ (Excl. VAT)
Professional Management (Team Leader)			
Architectural Services			
Quantity Surveying			
Civil Engineer Services			
Structural Engineer Services			
Electrical Engineer Services			
Mechanical Engineer Services			
Fire Engineer Services			

DISCIPLINE / SERVICE	ESTIMATED KILOMETRE (KM)	RATE /KM (Excl. VAT)	TOTAL TRAVEL COST/ (Excl. VAT)
Internal Designer			
Construction Health and Safety Agent			
TOTAL PROPOSED TRAVELLING COSTS CARRIED OVER TO SUMMARY SCHEDULE (Excl. VAT) QUOTED AS A FIXED AMOUNT			

OPERATING EXPENSES – PRINTING /COPYING/BINDING COSTS

DISCIPLINE / SERVICE	OPERATING EXPENSES AS PERCENTAGE OF PROFESSIONAL FEE (%)	TOTAL ESTIMATED OFFICE EXPENSE COST (RANDS) (Excl. VAT)
Professional Management (Team Leader)		
Architectural Services		
Quantity Surveying		
Civil Engineer Services		
Structural Engineer Services		
Electrical Engineer Services		
Mechanical Engineer Services		
Fire Engineer Services		
Internal Designer		
Construction Health and Safety Agent		
TOTAL PROPOSED PRINTING /COPYING/BINDING COSTS CARRIED OVER TO SUMMARY SCHEDULE (Excl. VAT) QUOTED AS FIXED AMOUNT		

OVERALL COST SUMMARY [FINANCIAL PROPOSAL]

SCHEDULE	DESCRIPTION	TOTAL PROPOSED COST (RANDS) [Excl. VAT]
Professional Fees		
	Time-Based Fees	Not applicable to this section
	Professional Management (Team Leader)	R
	Architectural Services	R
	Quantity Surveying	R
	Civil Engineer Services	R
	Structural Engineer Services	R
	Electrical Engineer Services	R
	Mechanical Engineer Services	R

SCHEDULE	DESCRIPTION	TOTAL PROPOSED COST (RANDS) [Excl. VAT]
	Fire Engineer Services	R
	Internal Designer	R
	Construction Health and Safety Agent	R
Sub-Total Professional Fees		R
Disbursements		
	Operating Expenses – Travelling Costs	R
	Operating Expenses – Printing /Copying/Binding Costs	R
Sub-Total Disbursements		R
SUB TOTAL FEES & DISBURSEMENTS (Excl. VAT)		R
Budgetary Allowance for contingencies @ 10%		R
SUB TOTAL FEES & DISBURSEMENTS INCLUDING contingency (Excl. VAT)		R
VAT @15%		R
TENDER PRICE (CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE)		R

TENDERERS TO NOTE THE FOLLOWING:

PAYMENT MILESTONES ARE APPLICABLE TO THIS ASSIGNMENT

STAGES	PERCENTAGE	Comments
Stage 1	5%	no comment
Stage 2	10%	no comment
Stage 3	20%	no comment
Stage 4	20%	no comment
Stage 5	30%	no comment
Stage 6	7.5%	no comment
Stage 7	7.5%	no comment

- DISBURSEMENTS ARE AN ALLOWANCE ONLY AND WILL BE REIMBURSED STRICTLY IN ACCORDANCE WITH A PRE-APPROVED DISBURSEMENT PLAN & PROVEN COSTS.
- THE CONTINGENCY ALLOWANCE CAN ONLY BE UTILISED BASED ON WRITTEN APPROVAL FROM THE DBSA.

Ensure that each line item is priced for. Items for zero values must be indicated as such or will be presumed to be zero if not completed.

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for

SIGNED ON BEHALF OF TENDERER: Date:.....

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

RFP094/2023: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN OF THE REFURBISHMENT OF DBSA MAIN BUILDING WING SEGMENTS

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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 consultant 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 INCLUSIVE OF ALL TAXES IS

.....
..... (in words); ZAR (in figures),
.....

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 to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer _____
(Name and address of organisation)

Name and
signature of
witness _____ **Date** _____

BIDDER'S DISCLOSURE

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 State institution

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.

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any

interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

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.

.....	
Signature	Date

.....	
Position	Name of bidder

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

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 (namely, BBBEE status level of contributor).

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:

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 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)
1	10	20		
2	9	18		
3	6	14		

4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

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:.....
--

RESTRICTED SUPPLIERS

- 1 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
------	----------	-----	----

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

Annexure D

Bidders are required to include, as Annexure F 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, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

Bidders are required to include, as Annexure I 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

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

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 General Conditions of Contract prescribed by the National Treasury?		

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