

#### **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: COMPULSORY BRIEFING SESSION DETAILS:	RFP062/2023         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.			
	29 March 2023 @11H00 ON THE DBSA CAMPUS			
CLOSING DATE:	14 April 2023			
CLOSING TIME:	23H55 (Midnight)			
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE	120 days			
DESCRIPTION OF BID:	THE SERVICE FOR THE WATERPROOFING CONCRETE ROOFS, WIDE GUTTERS, CONCRETE COLUMNS, AND INSULATED ROOFS FOR ALL THE DBSA CAMPUS BUILDINGS			
BID DOCUMENTS ELECTRONIC SUBMISSION:	<ol> <li>ELECTRONIC SUBMISSIONS         INSTRUCTIONS:         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 I submission day.         Bidders will thereafter receive a OneDrive Link to upload their s submission documents electronically.         Written requests for clarification will be considered up to and including 11 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.     </li> </ol>			

	<ul> <li>NB: Electronic submission is encouraged for all bidders interested in this tender.</li> <li>Closing date of this RFP062.2022 is 14 April 2023 before 23:55. No physical bids will be received or accepted at the DBSA offices</li> </ul>
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: RFP062/2023

DESCRIPTION: THE SERVICE FOR THE WATERPROOFING CONCRETE ROOFS, WIDE GUTTERS, CONCRETE COLUMNS, AND INSULATED ROOFS FOR ALL THE DBSA CAMPUS BUILDINGS

COMPULSORY BRIEFING: 29 March 2023 - Site inspection.

Time: 11H00 AM Johannesburg time (ON THE DBSA CAMPUS)

Closing time for the OneDrive Link requests - on the 11<sup>th</sup> of April 2023 at 16;00 (Telkom Time)

CLOSING DATE:	14 April 2023
CLOSING TIME:	23H55
Name	
Bidder Name	
Name	
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	

11.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS				
	/SERVICES/WORKS		[IF YES ENCLOSE PROOF]		
11.2	ARE YOU A FOREI	N BASED	□Yes	No	
1	SUPPLIER FOR TH	E GOODS	[IF YES ANS\	WER PART B:3 BELO	W ]
11.3	SIGNATURE OF BIDE	DER			
11.4	DATE				
11.5	FULL NAME OF AU REPRESENTATIVE	THORISED			
11.6	CAPACITY UNDER W BID IS SIGNED	HICH THIS			
	(Attach proof of an sign this bid; e.g. re				
	directors, etc.)	solution of			
STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?					
[TICK APPLICABLE BOX]					
IF YES, WHO ISSUED THE					
	CERTIFICATE?				
REGISTERED WITH THE YES NATIONAL TREASURY			NO		
CSD					
[TICK APPLICABLE BOX]					
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.
	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.
<b>2.</b> 2.1	TAX COMPLIANCE REQUIREMENTS 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)?
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
OB THI	THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO TAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM E SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 OVE.

# 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
		<b>Annexure F:</b> 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.

<b>Annexure I:</b> 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 (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 f ound.** of this Part C.
- 1.19 Price and Preferential Points Assessment means the process described in clause Error! R eference 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 <u>www.dbsa.org</u>

#### 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: <u>tebogoSCM@dbsa.org</u> No questions will be answered telephonically.

#### 4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 29 March 2023 - Site inspection.

#### DBSA campus situated at 1258 LEVER ROAD, HEADWAYHILL, MIDRAND.

Time: 11H00 – 12H00 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 <u>tebogoSCM@dbsa.org</u> by latest on 11 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:	14 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 <a href="mailto:tebogoSCM@dbsa.org">tebogoSCM@dbsa.org</a>
- 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, (<u>tenders@dbsa.org</u>)
- 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)
	Adherence in submitting Tender as two-stage folders:		
1	Folder 1: Pre-qualifiers and functionality proposal	Pre-Qualifier	Y
	Folder 2: Financial proposal		
2	Attendance to the Compulsory Briefing and site inspection	Pre-Qualifier	Y
3	CIDB 6 GB and above	Pre-Qualifier	Y
4	Experience on Similar Scale Projects For Refurbishment and Waterproofing in the past three (3) years: Bidders are required provide three reference letters; three copies of the appointment letter accompanied by copies of the Completion Certificates which are signed by the Client. The project must be within three years of the Tender.	Pre-Qualifier	Y
5	Qualification and Competence of Key Staff: Comprehensive CV and certified copies of proof of qualifications must be attached. Key Staff	Pre-Qualifier	Y

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	Project Manager - Degree/ National Diploma in Built Environment or Equivalent and with Active SACPCMP plus 10 years' experience.		
	Site Agent – Degree/ National Diploma in Built Environment or Equivalent with 10 years' experience.		
	Site Forman – Trade test Certificate with10 years' experience in Built Environment		
	Availability of Plant and Equipment		
6	Availability of key required plant and equipment for the project in consideration (Bidders to provider either proof of rental of the vehicles or proof of ownership must be attached bearing the company name on the registration certificates from (eNatis) National Traffic Information System) 8 Ton truck, 4Ton Truck, Bomag Compactor and TLB all Registered under the Companies name or rented entity	Pre-Qualifier	Y
7	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

## 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
7	Proof of liability cover – R3 million	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

## DEVELOPMENT BANK OF SOUTHERN AFRICA

## **Terms of Reference**

## THE APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF WATERPROOFING FOR THE WHOLE DBSA CAMPUS BUILDINGS

#### 1. INTRODUCTION

The Development Bank of Southern Africa (DBSA) is one of Africa's leading Development Finance Institutions (DFIs) in infrastructure financing, planning, project preparation and institutional development for municipal infrastructure. Owned by the Government of South Africa, the DBSA seeks to support the shareholder's social and economic development imperatives partnering with both the public and the private sectors.

#### 2. BACKGROUND

In keeping with the DBSA Facility Management agenda and provision of world class facilities services, the DBSA seeks to The work comprises of three workgroups, namely:

- a) Concrete flat roofs to be waterproofed, with waterproofing of stone cladding joints,
- b) Pitched corrugated metal roofs to be waterproofed, and gutters replaced.
- c) Tiled roofs to be sealed and painted.
- d) Roof skylights
- e) Gutters and Downpipes
- f) Concrete Columns
- g) Concrete Façade

All necessary safety measures as required by the OHSA are to be included and provided.

#### 3. SCOPE OF WORKS

The project comprises the following three main work groups:

- Temporary access scaffolding and safety structures,
- Treatment of the concrete flat roofs and related elements,
- Treatment of the metal pitched roofs and related elements.

#### **CONCRETE ROOFS**

- a) The scope of work for this work group comprises the following:
- b) Erect safety measures as required,
- c) Strip existing torched-on waterproofing and dispose,
- d) Demolish screeds where falls are insufficient,
- e) Apply new screeds to improved falls,
- f) Clear all full-bore drains, and of blocked, inspect by camera for repairs,
- g) Apply new spray-on waterproofing coating with adequate side laps,
- h) Strip existing joint seals and grout from parapet copings and stone cladding, and reseal with correct waterproof grout
- i) Remove redundant brackets and fixings from walls and roof slab, and seal the holes,
- j) Scratch open plaster cracks, clean and seal cracks, apply waterproofing membrane and repaint walls,
- k) Seal around all roof skylights.
- I) Maintain the lightning conductor on all parapets, test and certify upon completion by specialist subcontractor.

#### SHEET METAL ROOFS

The scope of work for this work group comprises the following:

- a) Erect safety measures as required, including all approvals from local council if using pedestrian walkway space,
- b) Strip existing waterproofing seals and coatings, and dispose,
- c) Remove and dispose all gutters and downpipes,
- d) Clean, inspect, repaint, and seal existing metal sheeting,
- e) Replace all loose screws and fixings,
- f) Seal all valleys, hips, and ridges,
- g) Install new profile rolled aluminium gutters and downpipes,
- h) Reinstate lightning conductors in place where applicable.

#### FLAT SLAB ROOF

The plant room area where the rooftop chillers and other mechanical equipment is positioned is considered confined, with difficult accessible sections. Therefor an elastic spray-on product is required to ensure proper coverage throughout around the chiller areas.

- Strip and dispose of existing waterproofing material.
- Remove all oils, grease, or other contaminants by scrubbing, rinsing, and cleaning to produce a water break-free surface. Abrade surfaces where necessary by etching, blasting, or grinding.
- Inspect roof falls for proper drainage and identify areas where screeds must be modified.
- Apply new screed to minimum 1% falls to outlets, with crystalline add-mixture to supplier's application. Internal corners should be coved to 50mm and external corners radiused to 25mm. All exposed brickwork, where the waterproofing is to be terminated, must be plastered to a smooth and true finish.
- Apply a polyurea-polyurethane spray-on application waterproofing membrane, Stoncor Stonechem 441 or Bitumproof Inopaz H2O or similar approved.
- Existing torch-on membrane must be washed and scrubbed well, as to remove all contaminants from the surfaces.
- A full and thorough inspection of existing membrane must be done. Any areas of existing membranes deemed to have delaminated from the surface, or that has become brittle from UV exposure and the elements, are to be removed completely. If these areas exceed 20% or more of existing areas, then it is recommended to remove all existing membranes in a specific area.
- Replace and patch all areas where existing membrane has been removed with a single (or double) layer of Prostruct 1001 x 4mm plain, after priming with Prostruct 201. 7
- All overlaps, penetrations and outlets on existing waterproofing are to be checked and resealed to ensure a watertight seal, should there be any visible signs of delaminating.
- All previously coated aluminum coatings are to be removed by heating up the surface, and mechanically removal thereof means before placing new waterproofing membranes.
- Internal corners should be coved to 50mm and external corners radiused to 25mm. All
  exposed brickwork, where the waterproofing membrane is to be terminated, must be
  plastered to a smooth and true finish. A minimum surface tensile strength of the substrate
  of at least 1.5 MPa and a minimum moisture content of 5% is required.

#### TEMPERATURE:

 Apply all waterproofing products only in fair weather when air and surface temperature are above +5°C.

#### PRIMING:

Prime all prepared surfaces to be waterproofed with Pro-Struct 201 Bituminous Primer, including all verges, and around outlets and protrusions at a coverage rate of 3 to 5m<sup>2</sup>/litre. Allow the primer to dry until tack free, ensuring all solvents have evaporated. Extremely porous surfaces should be re-primed.

- Prime only the area which will be covered with membrane in the same working day.
- Areas not covered with membrane in 24 hours must be re-primed.

#### MEMBRANE APPLICATION:

- Apply a 300mm wide gusset strip of Pro-Struct 1001 4mm Plain, centrally at all floor screed and wall junctions.
- Dress all full-bore outlets with a single layer of Pro-Struct 1001 4mm Plain.
- Seal the entire full-bore outlet with Pro-Struct 203 Rubberised Bitumen Emulsion Reinforced with Pro-Struct 599 reinforcing membrane (as per the Technical Data Sheet for Pro-Struct 203).
- Apply a the First layer of Pro-Struct 1001 4mm Plain, dual reinforced with a non-woven polyester membrane and a woven glass mesh composite.
- Fully bond the membrane, by heat fusion, onto the primed area.
- Side laps of 75mm shall be carefully sealed by heat fusion, allowing a small bead of molten bitumen to become visible at the exposed edge of the sheet.
   Seal these edges with a roller while the bitumen is still wet in a molten state.
- Do not seal these laps with a heated trowel or other tool, it does more harm than good.
- Apply a the Second layer of Pro-Struct 1001 4mm Plain, dual reinforced with a non-woven polyester membrane and a woven glass mesh composite.
- Fully bond the membrane, by heat fusion, onto the primed area.
- Side laps of 75mm shall be carefully sealed by heat fusion, allowing a small bead of molten bitumen to become visible at the exposed edge of the sheet.
   Seal these edges with a roller while the bitumen is still wet in a molten state.
- Do not seal these laps with a heated trowel or other tool, it does more harm than good.
- For end laps, the underlying membrane must be heated to form a 100mm wide strip of molten bitumen. The underside of the upper sheet is also heated, laid into the molten bitumen and sealed with a roller. Do not use a heated trowel to seal these end laps.
- Extend and fully bond the Pro-Struct 1001 4mm Plain 200mm up all vertical surfaces.

#### VERTICAL TERMINATION:

Counter-flash all vertical terminations with a 200mm wide strip of Pro-Struct 203 Rubberised Bitumen Flashing Liquid reinforced with Pro-Struct 599 membrane (as per the Technical Data Sheet of Pro-Struct 203). It is recommended that the top leading edge of the counterflashing be terminated in either a Reglet of the substrate (Minimum of 6x6mm joint), or a brickwork joint.

#### ALUMINIUM COATING:

Apply two coats of Pro-Struct 202 Bituminous Aluminium Coating to the waterproofed areas at a coverage rate of 6m<sup>2</sup>/litre/coat.

Lap all sides to suppliers' directions along all balustrades, upstands and plinths.

**Counter flash** all vertical terminations with a 100mm wide strip of Pro-Struct 680 Acrylic Flashing Liquid reinforced with Pro- Struct 599 membrane (as per the Technical Data Sheet of Pro-Struct 680). The top leading edge of the counter flashing will be terminated in either a Reglet of the substrate (Minimum of 6 x 6mm joint), or a brickwork joint.

#### Flood Test and Thermal Camera inspection: On completion of the waterproofing

obtained from the main contractor establishing that the waterproofing treatment was handed over in a watertight and workmanlike manner.

#### SHEET METAL ROOFS

This section covers all corrugate metal roofs and sheeting, other than the sheeting under the clay tiles.

- Remove the existing waterproofing strips and membranes.
- Clean the metal substrate thoroughly ensuring all dust, loose debris and other contaminants are removed
- Inspect the roof for loose or missing screws and replace and repair as necessary.
- Seal all joints, fixings, and other potential areas of water ingress of Pro-Struct 203, reinforcing it with Pro-Struct 200 Membrane, alternatively Bitumproof BP-3000 & Paz poly membrane.
- Apply primer to specifications.
- Apply Stoncor Alumanation 301 or Bitumproof Acrylpaz Super over ENTIRE surface.
- Refit new gutters and downpipes.

#### Balustrade cladding & copings.

- Strip all existing membranes and seals from joints.
- Clean stone cladding by grit blasting to remove traces of old waterproofing and paint.
- Scratch out old grout between joints.
- Seal joints with TREMCO PU515 low modulus polyurethane elastomeric sealant to suppliers' directions.

#### Exterior walls

- Scrape loose paint and remove.
- All cracks wider than 0.3mm are to be raked out to a width of no less than 6mm and patched with Pro-Struct 684/1.
- Clean the prepared substrate thoroughly, ensuring all loose debris, dust, existing coatings and contaminants are removed.
- Apply Pro-Struct 506 to all prepared surfaces, in strict accordance with the attached product data sheet.

• Repaint the walls to original colours.

#### DRAWINGS

No formal drawings are available on the project.

The contractor must submit sketches of their proposed access and safety system for approval by the Facilities Representative prior to commencing work.

#### HEALTH AND SAFETY

Safety during construction is paramount, and the Contractor must adhere to the statutory construction regulations and other regulatory requirements. The following serves as a guideline to the access and safety scaffolding:

- One point of entry will be allowed from street level. No access is allowed from inside the building.
- All roof structures must be inspected prior to erection of working platforms or scaffolding onto roof structures. Any discrepancies must be reported to the Facilities Representative for assessment.
- Stacking of materials may only be done on roof sections able to withstand the load safely and must be restricted to limit concentrated loads on the structure.

#### A secure means of entry and exit is essential.

A general access scaffold or tower scaffold (preferably of the stairway design) will be required to provide suitable access. A properly secured ladder is the minimum requirement for short term access.

#### **Permanent security**

guards or lockable gates will be required at the access point. Access to the site must be controlled and always limited.

**Edge Protection Barriers:** All exposed roof edges to be enclosed with an edge protection barrier. Edge protection should include or be equivalent to:

- a main guard rail at least 950 mm above the edge;
- a toe board and brick guard where there is risk of objects being kicked off the edge of the platform; and • a suitable number of intermediate guard rails or suitable alternatives positioned so that there is no gap more than 470 mm.
- Roof parapets may provide equivalent protection but if it does not, extra protection will be required as described above.

**Crawl boards and Roof ladders:** On sloping roofs, roof workers should not work directly on tiles, as they do not provide a safe footing, particularly when they are wet. Use roof ladders and proprietary staging to enable safe passage across a roof. It must be designed for the purpose, of good construction, properly supported, and, if used on a sloping roof, securely fixed by means of a ridge hook placed over the ridge, bearing on the opposite roof or other support. It should be used in addition to eaves-level edge protection. *Gutters should not be used to support any ladder*.

**Work platforms:** Adequate and secure work platforms from which to carry out the work are required where necessary.

**Fall mitigation:** Providing adequate platforms and edge protection may not always be possible or reasonably practicable. If so, safety nets, soft landing systems, or other measures may be necessary to minimise the consequences of any potential injury. If nets are used it must be properly installed by competent riggers as close under the work surface as possible to minimise the distance fallen.

**Personal fall arrest systems:** Devices such as harnesses with a sufficiently strong anchorage points are necessary throughout, the contractor must determine where the anchorage points should be, and clearly indicate it on site. The contractor will be responsible to monitor user discipline and active monitoring for compliance.

**Falling material:** A tidy site must be maintained to prevent material which could fall from accumulating. Material may never be thrown from a roof or scaffold, and enclosed rubbish chutes are to be used if lowering material to the ground in containers is not possible. Rubbish chutes must discharge into skips to dispose of spoil material to spoil level.

**Public safety** must be maintained throughout, and all scaffolding and pedestrian walkways must be barricaded to prevent accidental or unauthorised access. Where necessary, the contractor must obtain permission from council to barricade sidewalks.

#### Work requirement

- The contractor shall not use DBSA Facilities without permission.
- The contractor shall not conduct any works that is beyond the TOR.

- The contractor shall provide construction personnel, equipment, material, tools and supervision as needed to complete the services that meets the technical requirements in this statement of work as per Tor.
- The contractor shall identify a site agent or supervisor who shall be responsible for the overall management of the project and shall represent the contractor on site during work as per Tor.
- Demarcation and housekeeping play a major role in maintaining DBSA safety standards and it should be noted that the contractor is responsible for site demarcation, keeping a clean and tidy site and the daily removal of rubble, redundant equipment to the appropriate designated area within the DBSA campus and debris, etc. (to be discussed with facilities before project kick off).
- Any additional work carried out without the express instruction of the project owner will not be paid for under the term on this contract and will be for the account of the contractor.
- Service provider shall dispose all the rubbles
- DBSA does not have storage facility therefore service provider must provide own office and storage facility for new equipment and their tools.
- Contractor shall mount all logbook shelf on the wall. NB: facilities to advice.
- Contractor will be required to register all personnel with DBSA security before commencing with the service.

#### Warrantees and Guarantees

• The Service Provider must provide a 10 year guarantee on the waterproofing from the Original Equipment Manufacturer except malicious damage or poor workmanship.

#### Safety requirements

- The contractor shall comply to DBSA Health and Safety procedures.
- Compile and submit health and safety plan on appointment.
- Compile and submit Baseline risk assessment on appointment.
- Submit Health and safety file after appointment for approval before commencing with the project.
- Applicable legal appointments letters (contractor) and agreement in terms of Section 37(2) of the OHS-Act.
- Attend OHS induction prior work commencement.
- Submit a valid Letter of Good Standing.
- DBSA will not be responsible for any loss/damaged of tools on site of the Service Provider.

#### On site vendor requirements

- Provide proof of identification documents for workers before entering the DBSA campus.
- Site agent must report to facilities daily before project starts.
- Only personnel registered at the security will be allowed to work within the permitters of the building.
- It is a definite requirement that a contractor shall only employ personnel fully conversant with the required service as per terms of reference.

#### **Evaluation Criteria**

The tenders will be evaluated on the following criteria:

a) Standard commercial compliance as per the Procurement Policy (submission of required statutory documentation, etc).

- b) Schedule of Quantities:
  - All line items to be priced,
  - No alterations to quantities,
  - Arithmetic correctness,
  - Comparison of individual rates to check for unusual outliers,
  - Check for omissions.
- c) Technical experience and competency of tenderer.

#### 1. Reservations

#### The DBSA expressly reserves the following rights:

- To waive any or all irregularities in the proposal submitted.
- To negotiate price with the selected service provider.

## 2. BOQ

ITEM NO	DESCRIPTION	Unit	Qty	Rate	Amount
			- Cety	nato	Anoun
	SECTION NO 1 - PRELIMINARIES				
	BILL NO 1				
	PRELIMINARIES AND GENERALS				
	NOTES				
	The agreement is to be a remedial work contract agreement that will be				
	signed between the Employer (DBSA) and Contractor upon acceptance of the tender offer				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	Temporary works and plant				
	The contractor shall protect, uphold and maintain all public				
	utilities and services and shall not interfere with their operation				
	without the consent of the service authorities and the principal				
	agent. The contractor shall notify the Principal Agent of any				
	damage to such services and shall make good same at his own				
	cost to the satisfaction of the service authorities				
	Fuel, power and water for commissioning of mechanical and				
	other specialised equipment shall also include for the cost of all				
	necessary reticulation and connections thereto				
	The contractor shall provide noise and dust control to the				

approval of the Principal Agent The contractor shall maintain the access roads, paths, buildings, etc, adjacent to the construction area etc, during the period of the works in a clean and rubble free condition

#### Identity of employees

All employees of the contractor and his sub contractors shall be identifiable at all times by means of ID cards, company name and logos imprinted on overalls. Any person found on site not complying with the abovementioned conditions the contractor shall be requested by Principal Agent, to remove such person from the site

#### Health and Safety

The contractor is to comply with all requirements of the Health and Safety Specification

Housekeeping and compliance with Principal agent site rules The contractor will be responsible for a high standard of housekeeping in his site establishment, delivery of materials and goods and removal of rubble, debris, etc, storage areas and construction working areas to the approval of the Principal Agent

#### Working Hours

Should the contractor wish to work outside normal working hours or at weekends in order to maintain his building programme, he shall notify and obtain the approval from the Principal Agent before doing so. The cost of this overtime will be for the contractor's account

1	Provision for contractor's all risk insurance	Item	1		
2	Provision for all health and safety requirements in cluding a qualified OHS officer.	ltem	1		
3	Management of the works, programming for the works, progress meetings, technical meetings, etc	ltem	1		
4	Telecommunication allowance	Item	1		
5	Plant Hire allowance	Item	1		
6	Storange shed allowance	Item	1		
7	Scaffolding allowance	Item	1		
8	Ablution Facilities allowance	Item	1		
9	Office facilities	Item	1		
10	Hoarding of site and all signage applicable	Item	1		
11	Provision Project Management	Item	1		
12	Health and Safety Manager allowance	Item	1		
13	Fire fighting equipment allowance	Item	1		
14	Provision for site Supervision	Item	1		
15	House keeping on site	Item	1		

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16	Fixed cost charges	Item	1		
	CARRIED TO SUMMARY				
	SECTION NO. 2 - VULINDLELA - FLAT ROOF				
	BILL NO 1 - ALTERATIONS				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	SUPPLEMENTARY PREAMBLES				
	<u>View site</u>				
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
	<u>General</u>				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent				

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or revarnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

Items described as to be re-used or to be handed over to the Client are to be carefully dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense

	Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the client. Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the client and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the client <b>REMOVAL OF EXISTING WORK</b>			
	Hacking up/off and removing granolithic, screeds, plaster, waterproofing, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, waterproofing, etc			
17	Remove concrete stones on roof and cart away	М3	22	
18	Remove and cart away waterproofing membrane of roof slab	M <sup>2</sup>	2285	
19	Remove all screed and prepare to lay new screed to fall	M <sup>2</sup>	2284	
20	Allow for preasure washing of roof slab	M <sup>2</sup>	2285	
	BILL NO 2 - WATERPROOFING			
	SUPPLEMENTARY PREAMBLES			
	Waterproofing			
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs. Tenderer must attach manufacturer's specification for their waterproofing system			

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	The contractor shall provide a written Ten (10) years warranty for workmanship, materials and installation from the date of certified completion. WATERPROOFING TO ROOFS, BASEMENTS, ETC Waterproofing shall be laid in a torch fussion method and in double carrier 4mm and 4mm respectively Lay new screed to fall using StoncorAfrica (Versaspeed LS100 Rapid Hardening repair motar) laid at 50mm according to manufacture			
	specification			
21	On flat roofs	M <sup>2</sup>	2285	
22	On top of parapet walls	M <sup>2</sup>	220	
	Cementious waterproofing system (Stoncor) comprising patching defects with polymer modified flexible (Pro-stuct610) waterproofing slurry and three full coats waterproofing slurry applied with a brush to a final dry film thickness of 2 to 3mm or similar approved			
23	On flat roofs	M <sup>2</sup>	2285	
24	Apply one (1) coat of bituminous primer (Pro-Struct 201)	M <sup>2</sup>	2285	
	Lay one layer 4mm fully (Pro-Struct 1001) bonded waterproof membrane comprising two bitumen layers reinforced with woven spunbonded polyester fabric and coated with polyethelene film for heat bonding, laid with 100mm side and 150mm end laps			
25	On flat roof	M <sup>2</sup>	2285	
26	On top of parapet walls	M <sup>2</sup>	220	

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	Lay second layer 4mm fully (Pro-Struct 1001) bonded waterproof membrane comprising two bitumen layers reinforced with woven spunbonded polyester fabric and coated with polyethelene film for heat bonding, laid with 100mm side and 150mm end laps				
27	On flat roof	M <sup>2</sup>	2285		
28	On top of parapet walls	M <sup>2</sup>	2285		
	PROTECTIVE ROOFING PAINT				
	Two coats Pro-Struct202 bituminous aluminium paint				
29	- On waterproofing to flat roofs	M <sup>2</sup>	2285		
30	On waterproofing to parapet walls	M <sup>2</sup>	220		
	CARRIED TO SUMMARY				
	SECTION NO 3 VULINDLELA PITCHED ROOF				
	BILL NO 1 - ALTERATIONS				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
	SUPPLEMENTARY PREAMBLES				
	<u>View site</u>				

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

#### **General**

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or revarnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary				
The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)				
Items described as to be re-used or to be handed over to the Client are to be carefully dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense				
Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the client.				
Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the client and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the client				
Remove damaged tiles and replace with new	M <sup>2</sup>	396		
Remove old gutters	m	945.5		
BILL NO 2 - WATERPROOFING				
The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)				
WATERPROOFING TO ROOFS, BASEMENTS, ETC				

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33	Water proofing of roof ridges with fiber paint	m	456		
34	Water proofing of valleys with Bituminous compound and membrane	m	580		
35	Apply two(2) coats of carbolineum on roof rafters protruding at 500mm	m	1250		
36	BILL NO 3 - METALWORK Replace the cutters and the down pipes with industrial and same material Gutters	m	945.50		
	CARRIED TO SUMMARY				
	<u>-</u> SECTION NO 4 - VULINDLELA IBR ROOF				
	BILL NO 1				
	PAINTWORK, ETC TO PREVIOUSLY PAINTEDWORK				
	SUPPLEMENTARY PREAMBLES				
	PREPARATORY WORK TO EXISTING WORK				
	Previously painted plastered surfaces				
	Surfaces shall be thoroughly washed down with a "Sugar Soap Solution"and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth <u>Previously painted metal surfaces</u>				

	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or			
	peeling paint shall be completely removed down to bare metal			
	Previously painted wood surfaces			
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth			
	Painting of existing Vulindlela Dome brick wall			
37	Prepare, Repair and Apply two(2) coats of Plascon or Dulux wall and all paint to existing	M <sup>2</sup>	320	
	Painting of IBR roof Vulindlela			
38	Clean IBR roof by means of preasurerised water with a good cleaning solvent ( Dome Area)	M²	560	
39	Apply DC4 rust inherbitor or any other suitable product for rust treatment (Dome Area)	M <sup>2</sup>	560	
40	Apply bitumious compound sealant with membrane (Dome Area)	M <sup>2</sup>	560	
41	Apply two(2) coats of Plascon cream whiteRoof paint on IBR roof ( Dome Area)	M <sup>2</sup>	560	
42	Apply two(2) caots of plascon enamel eggshell on Gutters and down pipes at Vulindlela Area and canteen Area	lm	1491	
43	Clean IBR roof by means of preasurerised water with a good cleaning solvent ( Canopy Area)	M²	84	
44	Apply DC4 rust inherbitor or any other suitable product for rust treatment (Canopy Area)	M <sup>2</sup>	84	

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45	Apply two(2) coats of Plascon cream whiteRoof paint on IBR roof ( Canopy Area)	M <sup>2</sup>	84		
46	Apply DC4 rust inherbitor or any other suitable product for rust treatment Steel work at Canopy Area)	M²	61		
47	Apply two(2) coats of Plascon enamel eggshell	M <sup>2</sup>	61		
	CARRIED TO SUMMARY				
	SECTION NO 5 - VULINDLELA SKYLIGHT ROOF				
	BILL NO 1				
	ALTERATIONS				
	SUPPLEMENTARY PREAMBLES				
	<u>View site</u>				
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
	<u>General</u>				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent				

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Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

Items described as to be re-used or to be handed over to the Client are to be carefully dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense

	Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the client. Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the client and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the client				
	Replacement of leaking skylight roof Vulundlela				
48	Remove damaged or cracked glass panes on skylight and set aside for reuse. Panel 1.1m x1.1m	No	66		
49	Remove and replace worn out rubbers between glass and skylight frames. Panel 1.1m x1.1m	No	66		
50	Supply and install flashing between wall and skylight	m	92		
	CARRIED TO SUMMARY				
	SECTION NO 6 - BASEMENT STORE ROOM CONCRETE SLAB				
	BILL NO 1				
	ALTERATIONS				
	SUPPLEMENTARY PREAMBLES				
	<u>View site</u>				

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

#### <u>General</u>

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

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With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

I		l	I	I	1	
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary					
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)					
	Items described as to be re-used or to be handed over to the Client are to be carefully dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense					
	Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the client.					
	Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the client and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the client					
	Uplifting of paving blocks and set aside for re-use	M <sup>2</sup>	55			
	Excavation to expose concrete slab. Excavated material to be stock pilled on site for re-instatement	m3	26			
	Uplift old water proofing	M <sup>2</sup>	324			
	Hack off and remove old screed	M <sup>2</sup>	324			
	Re Instate stock pilled excavate material and compact	M <sup>2</sup>	30			

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56	Re instate paving blocks	M <sup>2</sup>	55	
	BILL NO 2 - WATERPROOFING			
	SUPPLEMENTARY PREAMBLES			
	Waterproofing			
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs. Tenderer must attach manufacturer's specification for their waterproofing system			
	The contractor shall provide a written Ten (10) years warranty for workmanship, materials and installation from the date of certified completion.			
	WATERPROOFING TO ROOFS, BASEMENTS, ETC			
57	Lay new screed to fall using StoncorAfrica (Versaspeed LS100 Rapid Hardening repair motar) laid at 50mm according to manufacture specification	M²	324	
58	Cementious waterproofing system (Stoncor) comprising patching defects with polymer modified flexible (Pro-stuct610) waterproofing slurry and three full coats waterproofing slurry applied with a brush to a final dry film thickness of 2 to 3mm or similar approved	M²	366	
59	Apply one (1) coat of bituminous primer (Pro-Struct 201)	M²	324	

	Lay one layer 4mm fully (Pro-Struct 1001) bonded waterproof membrane comprising two bitumen layers reinforced with woven spunbonded polyester fabric and coated with polyethelene film for heat bonding, laid with 100mm side and 150mm end laps				
60	On flat roof	M <sup>2</sup>	366		
61	On over laps	M <sup>2</sup>	82		
	Lay second layer 4mm fully (Pro-Struct 1001) bonded waterproof membrane comprising two bitumen layers reinforced with woven spunbonded polyester fabric and coated with polyethelene film for heat bonding, laid with 100mm side and 150mm end laps				
62	On flat roof	M <sup>2</sup>	366		
63	On over laps	M <sup>2</sup>	82		
64	Lay 40mm polistyrene boards	M <sup>2</sup>	366		
	CARRIED TO SUMMARY				
	SECTION NO 7 - PAINTWORK				
	BILL NO 1				
	PAINTWORK, ETC TO NEW WORK (PROVISIONAL)				
	The Tenderer is referred to the relevant Clauses in the separate document General Preambles for Trades (2017 Edition)				
	SUPPLEMENTARY PREAMBLES				
	ON CONCRETE				

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I		I		I
	Prepare and Apply two(2) coats of Plascon or Dulux wall and all paint			
65	Painting of precast concrete walkways	M <sup>2</sup>	1046.4	
66	Square columns	M <sup>2</sup>	879.074	
67	Circular colums	M <sup>2</sup>	277.92	
68	Slab	M <sup>2</sup>	1046.4	
69	Concrete gutter	M <sup>2</sup>	958.32	
70	Beams	M <sup>2</sup>	1368.34	
71	Soffits	M <sup>2</sup>	377.364	
72	Downpipes	M <sup>2</sup>	98.938	
73	Façade	M <sup>2</sup>	417.325	
74	Wall	M <sup>2</sup>	36.96	
	<u>ON METAL</u>			
	One coat self-etching primer, one undercoat and ? coat/coats "?" alkyd enamel paint on galvanised steel			
75	Balustrade	M <sup>2</sup>	76.32	
76	Steel Gutter	M <sup>2</sup>	212.14	
77	Square Downpipes	M <sup>2</sup>	58.926	
		I	l l	I

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78	Circular downpipes	M <sup>2</sup>	46.8305		
79	Columns	M <sup>2</sup>	35.856		
80	Beams	M <sup>2</sup>	36.9		
81	Perforated panels	M <sup>2</sup>	27		
82	On metal sheet roofs	M²	522.70		
	ON ROOF TILES				
83	On roof tiles	M <sup>2</sup>	9,928.56		
	ON WATERPROOFING				
84	- On waterproofing	M <sup>2</sup>	2,073.16		
	CARRIED TO SUMMARY				
	FINAL SUMMARY SECTION NO. 1: PRELIMINARIES SECTION NO. 2 - VULINDLELA - FLAT ROOF SECTION NO 3 VULINDLELA PITCHED ROOF SECTION NO 4 - VULINDLELA IBR ROOF				

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SECTION NO 5 - VULINDLELA SKYLIGHT ROOF			
SECTION NO 6 - BASEMENT STORE ROOM CONCRETE SLAB			
SECTION NO 7 - PAINTWORK			
SUB-TOTAL			
ADD: CONTINGENCY 10% TO THE SUB-TOTAL ABOVE			
SUB-TOTAL			
ADD: VAT @ 15% OF THE SUB-TOTAL ABOVE			
TOTAL			

#### Annexure A

#### 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:

# RFP062/2023: THE SERVICE FOR THE WATERPROOFING CONCRETE ROOFS, WIDE GUTTERS, CONCRETE COLUMNS, AND INSULATED ROOFS FOR ALL THE DBSA CAMPUS BUILDINGS

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 <i>Tenderer</i>	the		
		(Name and address of organisa	tion)
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.

- 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

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

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	80
SPECIFIC GOALS	20

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Total points for Price and SPECIFIC GOALS

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- *(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "**the Act**" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10  

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

## 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		

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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 BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

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

## .....

## 4.5. TYPE OF COMPANY/ FIRM

- Dertnership/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:	
ADDRESS:	

#### **RESTRICTED SUPPLIERS**

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

Yes

No

Item Question

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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

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

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.

#### [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 ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

Item	YES	NO
Is the Bidder familiar with the 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