REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>RFP137/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-COMPULSORY BRIEFING SESSION DETAILS:</td>
<td>Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to <a href="mailto:vusiSCM@dbsa.org">vusiSCM@dbsa.org</a> three (3) working days before the briefing meeting so as to be invited. 17 August 2020 @11H00</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>31 August 2020</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>00H00</td>
</tr>
<tr>
<td>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</td>
<td>120 days</td>
</tr>
<tr>
<td>DESCRIPTION OF BID:</td>
<td>Transaction Advisory Services for a technical, economic, financial, institutional and legal assessment for the modernisation of the Mpulungu Port in Zambia and to provide last mile assistance to bring the Project to financial close.</td>
</tr>
<tr>
<td>BID DOCUMENTS DELIVERY ADDRESS:</td>
<td>1. ELECTRONIC SUBMISSIONS</td>
</tr>
</tbody>
</table>

INSTRUCTIONS:

➢ Bidders are required to issue Tender Submission Link requests and all enquiries to vusiSCM@dbsa.org ONLY;
➢ No – Tender Submission Link requests will be accepted after 16h00 on the 28th of August 2020. Any requests after the stipulated date and time will be disregarded.
➢ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.

NB: Electronic submission is encouraged for all bidders interest in this tender bid

Closing date 31 August 2020 before 00:00 all bids must be in on the 31st of August 2020
| NAME OF BIDDER: |  |
| CONTACT PERSON: |  |
| EMAIL ADDRESS: |  |
| TELEPHONE NUMBER: |  |
| FAX NUMBER: |  |
| BIDDER’S STAMP OR SIGNATURE |  |
PART A
INVITATION TO BID

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

BID NUMBER: RFP137/2020

DESCRIPTION:

Transaction Advisory Services for a technical, economic, financial, institutional and legal assessment for the modernisation of the Mpulungu Port in Zambia and to provide last mile assistance to bring the Project to financial close.

NON-COMPULSORY BRIEFING: 17 August 2020 - Tender briefing will be done online via Microsoft teams. Bidders must advise of their interest to participate in this tender by sending an email to vusiSCM@dbsa.org three (3) working days before the briefing meeting so as to be invited.

LINK REQUESTS: No – Tender Submission Link requests will be accepted after 16h00 on the 28th of August 2020. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: 31 August 2020
CLOSING TIME: 00H00

The successful Bidder will be required to conclude a service level agreement with the DBSA

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

#### 1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) 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) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMLY: (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 TO BIDDING INSTITUTION.

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

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 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 APPLICATION 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 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.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

NB: Should all of 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 Folder 2 - Price / Financial Proposal – Electronic submission

☐ ☐ Part A: Invitation to Bid

☐ ☐ Part B: Terms and Conditions of Bidding

☐ ☐ Part C: Checklist of Compulsory Returnable Schedules and Documents

☐ ☐ Part D: Conditions of Tendering and Undertakings by Bidders

☐ ☐ Part E: Specifications/Terms of Reference and Project Brief

☐ ☐ Annexure A: Price Proposal Requirement

☐ ☐ Annexure B: SBD4 Declaration of Interest

☐ ☐ Annexure C: SBD6.1 and B-BBEE status level certificate

☐ ☐ Annexure D: SBD8: Declaration of Bidder’s Past Supply Chain Practices

☐ ☐ Annexure E: SBD9: Certificate of Independent Bid Determination

☐ ☐ Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
Annexure G: Certified copies of latest share certificates, in case of a company.

Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report
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, 2017.

1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.

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 4 (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 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.

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.

1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.

1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.

1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22 **SARS** means the South African Revenue Service.

1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24 **SLA** means service level agreement.

1.25 **SOE** means State Owned Enterprise, as defined by the Companies’ Act.

1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA’s requirements contained in this RFP.

1.27 **State** means the Republic of South Africa.

1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

2. **INTERPRETATIONS**

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

   2.1 “includes” or “including” means includes or including without limitation; and

   2.2 “USD” or “US Dollar” is a reference to the lawful currency of this RFP.

3. **TENDER TECHNICAL AND GENERAL QUERIES**

   Queries pertaining to this tender must be directed to:

   DBSA Supply Chain Management Unit

   Email: vusiSCM@dbsa.org
No questions will be answered telephonically.

4. **BID TIMETABLE**

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of tender</td>
<td>04 / 08 / 2020</td>
</tr>
<tr>
<td>RFP document available</td>
<td>04 / 08 / 2020</td>
</tr>
<tr>
<td>Closing date for tender enquiries</td>
<td>26 / 08 / 2020</td>
</tr>
<tr>
<td>Link requests</td>
<td>28 / 08 / 2020 by 16h00</td>
</tr>
<tr>
<td>Closing date and time</td>
<td>31 / 08 / 2020 at 00h00</td>
</tr>
<tr>
<td>Intended completion of evaluation of tenders</td>
<td>TBA</td>
</tr>
<tr>
<td>Intended formal notification of successful Bidder(s)</td>
<td>TBA</td>
</tr>
<tr>
<td>Signing of Service Level Agreement</td>
<td>TBA</td>
</tr>
<tr>
<td>Effective date</td>
<td>TBA</td>
</tr>
</tbody>
</table>

5. **SUBMISSION OF TENDERS**

**Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to vusiSCM@dbsa.org ONLY;
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 28th of August 2020**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

**NB:** No Physical submission will be accepted for this bid. Bidders must ensure that they follow the instructions for the electronic submission.
6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

6.4 The rules contained in this RFP Part C apply to:
   6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
   6.4.2 the Tendering Process; and
   6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

7.1 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.

8. ACCURACY OF REQUEST FOR PROPOSAL

8.1 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.

8.2 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).

8.3 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.

9. ADDITIONS AND AMENDMENTS TO THE RFP

9.1 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.

9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. 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 into between the DBSA and the successful Bidder.

11. CONFIDENTIALITY

11.1 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.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

12.2 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 vusiSCM@dbsa.org

12.3 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).

12.4 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.
12.5 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.

12.6 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).

12.7 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.

13. UNAUTHORISED COMMUNICATIONS

13.1 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 13 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.

13.2 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.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT

15.1 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:

- 15.1.1 the preparation or lodgement of their Bid
- 15.1.2 the evaluation and clarification of their Bid; and
- 15.1.3 the conduct of negotiations with the DBSA.
15.2 For the purposes of this clause 15, 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.

15.3 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.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

16.1 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, (vusiSCM@dbsa.org)

16.2 The written complaint must set out:

   16.2.1 the basis for the complaint, specifying the issues involved;
   16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
   16.2.3 any relevant background information; and
   16.2.4 the outcome desired by the person or organisation making the complaint.

16.3 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.

17. CONFLICT OF INTEREST

17.1 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.

17.2 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.

17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.
18. **LATE BIDS**

18.1 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.

18.2 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.

18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, 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.

19. **BIDDER’S RESPONSIBILITIES**

19.1 Bidders are responsible for:

19.1.1 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;

19.1.2 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;

19.1.3 ensuring that their Bids are accurate and complete;

19.1.4 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;

19.1.5 ensuring that they comply with all applicable laws in regards 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

19.1.6 submitting all Compulsory Documents.
19.2 Bidders with annual total revenue of R10 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.

19.3 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.

19.4 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.

19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

20.1 Bidders must ensure that:

20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

20.3 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.

20.4 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.

20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

21.2 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.
21.3 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.

22. 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.

23. RESPONSIBILITY FOR BIDDING COSTS
23.1 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.

23.2 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:
   23.2.1 the Bidder is not engaged to perform under any contract; or
   23.2.2 the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION
24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
   24.1.1 as required by law;
   24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
   24.1.3 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.
25. **USE OF BIDS**

25.1 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.

25.2 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.

26. **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.

27. **EVALUATION PROCESS**

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 **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 those criteria listed a PRE-QUALIFIER, will be disqualified immediately.**

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Prequalifying Criteria</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adherence in submitting Tender as two stage Folders. One folder (1) for Technical plus / and compliance documents and a separate folder (2) for Pricing.</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Clarification Time</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Standard conditions of tender as required.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>4 Returnable documents completed and signed.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
</tbody>
</table>

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

27.1.2 **Second Stage – Functional criteria**

27.1.1 Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the next stage.

27.1.2 **Third Stage – price and preferential points**

27.1.2.1 Those Bidders which have passed the initial and first stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

27.1.2.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27.2 **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.**
27.3 **Qualification: Pre-Qualifying Criteria**

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

**Note:** A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above.

27.4 **Second Stage: Functional Criteria**

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of 70 points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

Bidders will be evaluated according to the technical evaluation criteria described below. Bidders with a minimum score of Technical score of 70% will be evaluated further.

1..1.7 **Company Experience**

The Bidder must have successfully completed similar or related projects in the last 5 years. Assignments or projects. The Bidders must submit, as part of its proposal, the following:
Table 1: Company experience evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
</table>
| Details of similar and/or relevant assignments or projects completed in the last 5 years. Please refer to ANNEXURE A of this document for the format in which the required information must be provided.  
Note: the following scoring matrix will be used to evaluate this criterion: |       | 30     |
| 5 or more relevant projects with signed letter of references; | 5 = 30 points |        |
| 4 relevant projects; | 4 = 21 points |        |
| 3 relevant projects; | 3 = 15 points |        |
| 2 relevant projects; | 2 = 10 points |        |
| 1 relevant project. | 1 = 7 points |        |

1.1.8 Team Leader experience

The Bidder’s assigned project Team Leader must have extensive and relevant qualifications, skills and experience in related studies including leading transaction advisory services and relevant experience in maritime and port’s projects (see Section 5.2.1). The Bidder must submit a comprehensive CV of the Team Leader providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C. Submission of Proof of Registration with the relevant professional registering body or institution.

Table 2: Team leader evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree (Master’s degree) and with relevant professional registration</td>
<td>2 = 5 points</td>
<td></td>
</tr>
<tr>
<td>Degree or diploma with relevant professional registration</td>
<td>1 = 3 points</td>
<td></td>
</tr>
<tr>
<td><strong>Skills and experience</strong></td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>The Project Manager with relevant experience exceeding 15 years</td>
<td>3 = 10 points</td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant experience of between 8 and 14 years</td>
<td>2 = 7 points</td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant experience of lower than 8 years</td>
<td>1 = 5 points</td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant experience of between 0 and 1 year</td>
<td>0 = 0 points</td>
<td></td>
</tr>
</tbody>
</table>

1.1.9 Financial Specialist/ Expert

The Financial specialist/expert must have extensive and relevant qualifications, skills and experience in relevant discipline including proven records of project finance and corporate finance. 
experience until financial closure and successful contract award (see Section 5.2.2). The Bidder must submit a detailed CV of the Financial Expert (maximum 5 pages) providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C.

Table 3: Financial specialist evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree in finance or any relevant discipline (Commerce or relevant financial qualifications in Actuarial Science or Accounting and any other qualifications accompanied by experience in the field). Submission of Proof of Registration with the relevant professional registering body or institution.</td>
<td>2 = 2 points</td>
<td>2</td>
</tr>
<tr>
<td>Degree or Diploma with relevant qualification</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td><strong>Skills and experience</strong></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>The Financial Expert with relevant experience exceeding 10 years</td>
<td>3 = 3 points</td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant experience of between 6 and 9 years</td>
<td>2 = 2 points</td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant experience of lower than 6 years</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant experience of between 0 and 1 year</td>
<td>0 = 0 point</td>
<td></td>
</tr>
</tbody>
</table>

1..1.10 Legal and regulatory expert

The Legal expert must have appropriate qualification(s), with at least 10 years of relevant legal and regulatory experience in the port and maritime sector with proven experience in drafting and negotiating Service Level Agreements, port terminal service agreements, etc. (see Section 5.2.3). The Bidder must submit a detailed CV of the Legal Expert (maximum 5 pages) providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C.
Table 4: Legal expert evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree in Legal or any relevant discipline</td>
<td>2 = 2 points</td>
<td></td>
</tr>
<tr>
<td>Degree or Diploma with relevant professional registration</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td><strong>Skills and experience</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience exceeding 10 years</td>
<td>3 = 3 points</td>
<td>5</td>
</tr>
<tr>
<td>Experience in regulatory sector of Zambia is considered an advantage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of between 6 and 9 years</td>
<td>2 = 2 points</td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of lower than 6 years</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of between 0 and 1 year</td>
<td>0 = 0 point</td>
<td></td>
</tr>
</tbody>
</table>

1.1.11 Technical expert

The technical expert must have appropriate qualification(s), a minimum of 10 years of demonstrable experience in structural engineering (design / construction / supervision / appraisal of large (above 15 million Euro equivalent) transport infrastructure projects) with strong preference for port and maritime development and transport logistic platforms (preferably within ports) as well as conducting feasibility studies (See Section 5.2.4).

The technical team to include Traffic/Transport specialist, Structural Engineer and Environmental specialist. Specialists CVs to be included in the submission a maximum of 5 page for the Technical Expert, and 3 pages for support team (See ANNEXURE C).

Table 5: Technical evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree in Civil engineering/ maritime structure or any relevant discipline with relevant professional registration</td>
<td>2 = 2 points</td>
<td></td>
</tr>
<tr>
<td>Degree or Diploma with relevant professional registration</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td><strong>Skills and experience</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Technical expert with relevant experience exceeding 15 years with port and maritime development and transport logistic platforms</td>
<td>3 = 3 points</td>
<td>5</td>
</tr>
<tr>
<td>The Technical expert with relevant experience of between 8 and 14 years</td>
<td>2 = 2 points</td>
<td></td>
</tr>
<tr>
<td>The Technical expert with relevant experience of lower than 8 years</td>
<td>1 = 1 point</td>
<td></td>
</tr>
<tr>
<td>The Technical expert with relevant experience of between 0 and 1 year</td>
<td>0 = 0 point</td>
<td></td>
</tr>
</tbody>
</table>
1.1.12 Approach and methodology

The Bidder must demonstrate thorough understanding of the objectives and deliverables of this Assignment by providing a comprehensive approach/methodology to be utilised for the execution of this Study. The critical aspects that must be addressed by the methodology includes the gap analysis of the previous study, negotiation of SLAs, port terminal services agreements and updated financial model based on financing structure and work plan. Scores for this criterion will be positively affected by familiarity with the current situation in the Zambian transport market industry.

Note: the following scoring matrix will be used to evaluate this criterion.

Table 6: Methodology evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent and comprehensive methodology/approach adequately addressing critical</td>
<td>5 =</td>
<td>25</td>
</tr>
<tr>
<td>aspects of the scope of work and project;</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Good/ average Generic methodology/approach addressing some critical aspects of the</td>
<td>3 =</td>
<td></td>
</tr>
<tr>
<td>scope of work and project;</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Poor and generic methodology/approach not addressing critical aspects of the scope</td>
<td>1 =</td>
<td></td>
</tr>
<tr>
<td>of work and project.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1.13 Work plan

The Bidder must demonstrate understanding of the objectives and deliverables of this Assignment by providing a detailed schedule of performance that describes all activities and tasks within the Work Plan, including reporting or review points and other Project milestones. Proposed work plan will include timeline for completion and shall demonstrate that the timeline is achievable at a high-quality standard. Scores for this criterion will be positively affected by faster completion of the Assignment.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including reporting or review points and other Project milestones.

Based on the Work Plan, and previous Project experience, describe any support that the Bidder will require from the Client. Detail the amount of staff time required by the Client and any work space or facilities needed to complete the Assignment.

Table 7: Work Plan criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must demonstrate competency in the planning and execution of projects or</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>assignments. The Bidder must <strong>provide</strong> a comprehensive execution plan or programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>outlining the project schedule, critical milestones and reporting plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive execution plan adequately addressing critical aspects</td>
<td>5 =</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Generic execution plan addressing some critical aspects</td>
<td>3 =</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Generic execution plan not addressing critical aspects</td>
<td>1 =</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

27.5 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point’s
evaluation. Bidders that do not score 70 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.6 **Third Stage: Price and Preferential Points Assessment**

27.6.1 the second stage of evaluation of the Bids will be in respect of price.

28. **STATUS OF BID**

28.1 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.

28.2 A Bid must not be conditional on:

28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

28.2.4 the Bidder obtaining the consent or approval of any third party; or

28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

28.3 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).

28.4 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.

29. **CLARIFICATION OF BIDS**

29.1 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 had 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.

29.2 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.

30. **DISCUSSION WITH BIDDERS**
30.1 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.

30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

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

30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
   30.4.1 conduct a site visit, if applicable;
   30.4.2 provide references or additional information; and/or
   30.4.3 make themselves available for panel interviews.

31. **SUCCESSFUL BIDS**

31.1 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.

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

31.3 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.

32. **NO OBLIGATION TO ENTER INTO CONTRACT**

32.1 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.

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

33. **BIDDER WARRANTIES**

33.1 By submitting a Bid, a Bidder warrants that:
33.1.1 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;

33.1.2 it did not use the improper assistance of DBSA’s employees or information unlawfully obtained from them in compiling its Bid;

33.1.3 it is responsible for all costs and expenses related to the preparation and lodging of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

33.1.4 it accepts and will comply with the terms set out in this RFP; and

33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA’S RIGHTS

34.1 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:

34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

34.1.3 vary or extend any time or date specified in this RFP;

34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;

34.1.5 require additional information or clarification from any Bidder or any other person;

34.1.6 provide additional information or clarification;

34.1.7 negotiate with any one or more Bidder;

34.1.8 call for new Bid;

34.1.9 reject any Bid received after the Closing Time; or

34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

35.3 All Bids must be completed using the English language and all costing must be in US Dollar.
36. **MANDATORY QUESTIONS**

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

**NOTE:** It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

### 36.1.1

<table>
<thead>
<tr>
<th>This Bid is subject to the General Conditions of Contract stipulated in this RFP document.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

### 36.1.2

<table>
<thead>
<tr>
<th>The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
</table>

### 36.1.3

<table>
<thead>
<tr>
<th>The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected.</th>
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### 36.1.4

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<th>The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.</th>
<th>Comply/Accept</th>
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### 36.1.5
In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and US Dollar value.

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36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.

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36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.

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36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.

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36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.

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36.1.10
Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.  

**36.1.11**  
The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.  

**Comply/Accept**  
**Do not comply/Do not accept**  

**36.1.12**  
Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.  

**Comply/Accept**  
**Do not comply/Do not accept**  

**36.1.13**  
The Bidder should not qualify the proposal with own conditions.  
**Caution:** If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.  

**Comply/Accept**  
**Do not comply/Do not accept**  

**36.1.14**  
Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.  

**Comply/Accept**  
**Do not comply/Do not accept**  

**36.1.15**
Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.

Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.

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36.1.16

In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.

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36.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.

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36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s

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right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.

### 36.1.19

**Bidders who make use of subcontractors:**

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1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.

2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.

3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.

4. Subcontracting must not contradict any Regulation or Legislation.

5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

### 36.1.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.

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### 36.1.21
No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.

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<th>36.1.22</th>
<th>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP.</th>
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<th>36.1.23</th>
<th>If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.</th>
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<th>36.1.24</th>
<th>The Bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.</th>
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<th>36.1.25</th>
<th>Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.</th>
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| 36.1.26 | | | |
Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.

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36.1.27

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.

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36.1.28

**Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.**

This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.

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36.1.29

**Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.**

This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.

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36.1.30
The following will be grounds for disqualification:

- Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or
- The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or
- The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or
- The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or
- Bids received after the stipulated closure time will be immediately disqualified; and/or
- Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services.

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Signature(s) of Bidder or assignee(s)  Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)
Telephone Number: ...........................................

FAX number: ...................................................

Cell Number: ...................................................

Email Address: ....................................................
PART E

TERMS OF REFERENCE & PROJECT BRIEF
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Section 1  Introduction

1.1  Background

Mpulungu port (the “Port”) is situated on the southern tip of Lake Tanganyika, in the Northern Province of Zambia. The Port was built in 1930 before Zambia gained its independence and was mainly operated as a fishing berth. Post-independence, the Port was used mainly as an alternative storage facility for fuel imported through East Africa and supplied to the Northern part of Zambia. In 1977, the Port started handling exports to the Great Lakes Region.

The Port is the only water-based port in Zambia which enjoys strategic advantages from its proximity and direct access to the Republic of Tanzania on the Eastern side, the Democratic Republic of Congo the Western side, and Burundi on the Northern side (see Figure 1-1 to Figure 1-4). Furthermore, the Lake Tanganyika corridor is considered to be a priority in the African Union’s Program Infrastructure Development in Africa (“PIDA”), in the regional transport facilitation program of the East African Community (EAC) and for the Common Market for Eastern and Southern Africa (COMESA).

M pulungu Harbour Corporation Limited (MHCL or the “Sponsor” or the “Client”) was established in November 1988 to (i) acquire, maintain and operate the Mpulungu Harbour, and (ii) to provide services such as passengers carriers, cargo shipping, etc. The port was formerly operated under the Ministry of Communications and Transport until November 1998 when it was incorporated into a limited liability company. MHCL is now 100% owned by the Industrial Development Corporation of Zambia.

Figure 1-1: Mpulungu Port geographical position
1.2 Rationale for the Project

The political instability that plagued the region for many years, a lack of investment and poor transport infrastructure maintenance have contributed to a significant increase in the cost of cargo transport in the landlocked countries and impeding inter-regional trade for many years.

However, with the restoration of peace in the region, and the anticipated economic development, the port of Mpulungu is expected to play its role as a transport hub. It is located at the crossroads between the Central and North transport corridors. Zambia is also part of the COMESA as well as of the Southern African Development Community (SADC), both of which promote cross border trade in this region.

It is in this context that the Sponsor sought to modernize the port of Mpulungu in Zambia (the “Project”). It is envisaged that the Project will enhance the efficiency and throughput of the Port, which will lead to higher levels of trade between Zambia and the Great Lakes Region through the Lake Tanganyika corridor.

In the recent years, there has been growing interests from development financial institutions (“DFIs”) such as the African Development Bank (AfDB) to develop the ports on the Lake Tanganyika. As a result, preliminary assessments of the Mpulungu port and Bujumbura port were carried out in 2011. Feasibility Studies for the Port were subsequently conducted in 2018 by Artelia Eau & Environment (“ARTELIA”) through NEPAD – IPPF grant financing.

The feasibility studies (the “ARTELIA Study”) entailed (i) Investigating and determining the technical and economic feasibility, and the environmental and social impacts of the rehabilitation and modernisation of Mpulungu Port, which is necessary to increase the capacity and efficiency of the port under a long-term development vision for MHCL; and (ii) Preparing preliminary engineering design based on the results of the feasibility studies, as well as standard pre-
qualification and bidding documents suitable for international competitive bidding. The main objectives of the feasibility study were to define measures and developments to be undertaken at Mpulungu port, to assess their viability, to formulate the investment plan which shall be suitable with respect to the financing of the Project.

The Sponsor is in the process of securing funding from the Netherlands Enterprise Agency (“RVO”), AfDB and the Development Bank of Southern Africa (DBSA) (the “Lenders”) for the implementation of the Project. However, additional works are required in order to reach bankability and subsequently financial close. The DBSA was approached to provide additional finance and appoint a service provider to execute the tasks in Section 3 below.

1.3 Objective of the assignment

The DBSA, in collaboration with MHCL, issues this Request for Proposals (“RFP”) to invite suitably qualified Legal, Technical and Financial Transaction Advisors (the “LTFTAs” or the “Consultant” or the “Bidder”) to conduct a due diligence on the Port and provide last mile assistance to bring the Project to financial close (the “Study” or the “Assignment”). The Study will assess the technical, economic, financial, institutional and legal aspects of the Project in order to make the Project bankable as well as reaching financial close.

1.4 Expected deliverables

As part of the Assignment, the Consultant is expected to meet the deliverable requirements as listed in Section 3.7 of the ToR.
Section 2  Proposal format

To expedite Proposal review and evaluation, and to facilitate consistency in evaluation of the Proposals, all Proposals must follow the structure described in this section. Proposal sections and pages shall be appropriately numbered, and the proposal shall include a table of contents. Bidders are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Client reserves the right to include any part of the selected Proposal in the Contract.

Each Proposal must include the following:

(i) Technical Proposal:
   - Transmittal Letter;
   - Cover/Title Page;
   - Table of Contents;
   - Executive Summary;
   - Firm’s Background Information;
   - Organizational Structure, Management Plan and Key Personnel;
   - Technical Approach/Methodology and Work Plan;
   - Relevant experience and qualifications of the Bidder and subcontractors; and
   - Returnable documents.

(ii) Financial Proposal
   - Financial Offer;
   - Forms; and
   - Payment schedule.

Detailed requirements and directions for the preparation of the Proposal are presented below.

2.1  Executive Summary

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Bidder desires to make. Bidders are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

2.2  Firm’s background Information and experience

Present (i) the firm or consortium brief profiles; (ii) highlights of the firm’s/consortium recent relevant experience focusing on the specific requirements of this Assignment as many as possible
but not more than six (6) relevant and verifiable Project references must be provided for each firm in the consortium, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and email address),
- Period of contract,
- Description of services provided,
- Dollar amount of contract, and
- Status of the project (such as “completed”; “ongoing”; etc. and necessary comments.

(See ANNEXURE A for template)

2.3 Organisational Structure, Management Plan and Key Personnel

The Proposal shall:

(a) Describe the Bidder's proposed Project organizational structure;

(b) Discuss how the Project will be managed including the principal and key staff for this Assignment;

(c) Identify the Project Team Leader who will be the individual responsible for this Project. The Team Leader shall have the responsibility and authority to act on behalf of the Bidder in all matters related to the Assignment.

(d) Provide a listing of personnel (including subcontractors) to be engaged in the Project, with the following information for key staff:

- position in the Project;
- appropriate experience;
- relevant qualification/s, professional registration and Project Management Professional certifications (qualifications must be attached);
- curriculum vitae;

If subcontractors are to be used, the Bidder shall describe the organizational relationship, if any, between the Bidder and the subcontractor.

(e) Provide an overall typical Gantt Chart depicting the critical path of the project; dependencies; timeframes and resources etc.;

(f) Provide a detailed manpower schedule and the level of effort for the Project period, by activities and tasks, as detailed under the Technical Approach and Work Plan;

(g) A statement confirming the availability of the proposed Team Leader and key staff over the duration of the Project must be included in the proposal.
2.4 **Technical Approach/Methodology and Work Plan**

Describe in detail the proposed Technical Approach and Work Plan (the “Work Plan”). Discuss the Bidder’s methodology for completing the Project requirements. Include a brief narrative of the Bidder’s methodology for completing the tasks within each activity series. Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including reporting or review points and other Project milestones. Based on the Work Plan, and previous Project experience, describe any support that the Bidder will require from the Client. Detail the amount of staff time required by the Client or other participating agencies and any work space or facilities needed to complete the Assignment.

2.5 **Experience and Qualifications**

Present the Bidder's experience and qualifications that are relevant to the objectives and ToR for the Assignment. The Bidder shall provide information with respect to relevant experience and qualifications of key staff proposed. The Bidder shall include letters of commitment from the individuals proposed confirming their availability for contract performance.
Section 3 Terms of Reference (ToR)

3.1 Objectives

The purpose of this Study is to provide a technical, financial, economic, institutional and legal assessment of the Project based primarily on the Zambian market requirements but also taking account of potential regional market requirements and maritime developments on Lake Tanganyika. The Assignment shall utilise the findings of the ARTELIA Study, and the Overseas Coastal Area Development Institute of Japan (OCDI) assessment of the ARTELIA study in ANNEXURE B., as well as the MHCL aspirations as reflected in the 2020-2024 strategic plan. The Study to be conducted by the appointed Consultant shall be at a standard and quality that provides clear recommendations that meet the requirements for bankable feasibility studies of commercial lending institutions and development financing institutions.

The Terms of Reference for the Assignment are described in detail in this section. In carrying out the Assignment, the Consultant shall address all issues related to the Project including (a) a verification of the projected volumes and commercial viability assumptions, (b) and interrogation of the information received, which includes a business plan, customer contracts, financial assumptions, projections, etc.

3.2 ToR 1 – Review of information and gap analysis

A kick-off meeting shall be held shortly after the contract signature. The LTFTA shall submit to the Client a list of data that he requires for the Assignment. The LTFTA shall also benchmark the study findings with the developments on other ports in the region, especially the development of the Bujumbura port, Kigoma Port and Democratic Republic of Congo-DRC, as the financial projections involve traffic flows with corresponding ports on Lake Tanganyika and the development of different transport corridors.

The LTFTA shall guide the Client, as early as possible, with the collection of data that are needed to confirm the business case for the Lenders as described in the ToR.

The LTFTA shall conduct a gap analysis of the technical, commercial, financial and legal components of the Project and shall cover the following:

- Review and comment on the existing documentation to be provided by MHCL, but not limited to:
  - The MHCL strategic plan (2020-2024). Comment upon any adjustments required in the scope of the port (design) to reflect the aspirations of the client as reflected in the strategic plan;
  - The Project’s strategic business plan;
  - The existing contracts between MHCL and clients. Identify potential contractual issues that might impact the Project;
  - Any potential contracts between MHCL and clients. Identify potential contractual and other issues that may affect the project;
  - The financial projections / corporate model used in the ARTELIA Study;
• Traffic analysis including volumes and shipments from existing agreements passing through the Port;
• The market analysis for the establishment of the transport hub at Mbulungu Port;

- Review the market study to verify the Zambian offtake market and revenue capability to sustain long-term debt repayments and advise about the optimal mix of debt and other financing options where applicable;
- Review and comment on the proposed project structure;
- Review and identify gaps of the existing financial model;
- Review of the Port models, preliminary design drawing, bill of quantities and cost estimates, taking into account the rehabilitation of other Ports in the region and potential for joint purchase and/or coordination of technologies used on the Lake;
- Determine the optimal port scope and propose a model for phased development of the port based on an analysis of the provisions of the strategic plan, the ARTELIA and other relevant studies;
- Review and verify the Accessibility & Affordability of transport services, including passenger transport;
- Review the proposed alternative scenarios in the ARTELIA Study and substantiate the comparison of possible alternatives through a Cost-Benefit-Analysis of different Port layouts (not more than a possible 3 options) and different growth/traffic scenarios, also considering a phased development of alternatives. This analysis takes into account the aspirations of the client as reflected in its strategic plan;
- Review and critically assess the preliminary procurement plan and tendering procedures to appoint an EPC;
- Review and comment on the technical studies and work already done by ARTELIA and comment and advise on the technical work on the Port;
- Review the environmental impact assessment (EIA) were conducted based on international standards and complies with all relevant multilateral development banks such as the Development Bank of Southern Africa, World Bank (WB) and IFC, African Development Bank (ADB), European Investment Bank (EIB) port Projects financed with credits or guarantees provided by these institutions;
- Identify and recommend additional technical studies that may be required that may fall outside this scope of appointment; and
- Conduct additional investigations, if needed, and/or guide the Client in the collection of additional information to confirm the business case for the Lenders.

3.3 ToR 2 – Updating of traffic study

Based on the review, the Consultant shall update and verify the traffic study to determine the Zambian and regional offtake market and revenue capability to sustain long-term debt. The Study
shall consider, but is not limited to, the volume growth forecasts for the Port, the origin and destination of shipment as well as the type of shipment likely to be moved through the Port. Furthermore, the Consultant shall propose a strategy, including evidence and reasons, to encourage potential clients to use the Port to transport freight goods, to secure business accordingly, to target increased volumes required to achieve MHCL’s strategic objectives. The Consultant will verify and build upon the studies that have already been conducted by ARTELIA, the OCDI and ECORYS (a Belgian Environmental and Social Consultancy firm). This work assumes back and forth cargo flows between Mpulungu and corresponding ports on Lake Tanganyika. It also builds on the traffic flow potential that can be unlocked through upgrading relevant transport corridors and marketingMpulungu port as a key node within these transport corridors.

3.4 ToR 3 – Legal, Commercial, Technical and Financial Advisory services to the Client

The Consultant shall provide Legal, Commercial, Technical and Financial Transaction Advisory services to the Lenders through to financial close. The Consultant shall be required to assist the Client to take the Project with the review of the tender documentation for procurement of EPC.

3.4.1 ToR 3 (a) – Technical advisory services

Based on the review of the MHCL Strategic Plan, ARTELIA Study and the OCDI Report, the Consultant shall assess the Port condition and propose a solution to address the possible track deficiencies and design issues with i.e. the Port’s layout, Shipyard, Quay Wall, Handling Equipment; Navigation Aids; Breakers and port depth to cater for the different sizes of vessels calling at the ports. For example, the Consultant shall assess whether the proposed “side-haul” slipway in the ARTELIA Study is appropriate, as front-hauling slipway could be more beneficial in terms of usability and ease of use. Similarly, the proposed quay wall design and dredging schedule should be reviewed, comparing different alternatives, to lower port operational costs.

Additionally, the Consultant shall review the EPC RfP documents for the rehabilitation of the Port with the view of providing mitigation measures to any material gaps that might be observed from a technical perspective shall provide assistance in the negotiation of the EPC agreement.

The Consultant shall review the current and proposed operations of MHCL to advise the Client on potential capacity development programs that are needed during the construction phase and operations phase, to ensure that the Port can handle the increase in traffic and can make use of the investments in infrastructure and advise on how the project implementation will be phased. The Consultant shall help the Client with the incorporation of these needs into the RfP for Bidders.

Lastly, the Consultant shall propose measures to secure the safe operations on the Port as well as to secure safe transport on the Lake in line with international standards for inland waterways based on the International Maritime Organization’s regulations. These measures must include safety of life; cargo and vessels on the lake; acceptable means of communication, the construction of light houses along the shore of the Lake, providing weather information to vessels, etc. that will improve the success and longevity of the Project. A thorough consideration of the institutional framework on the Lake and the rehabilitation efforts on other Ports is therefore essential. For example, the consultant will review the current and potential role of the Lake Tanganyika Authority-LTA in
trade and transportation activities undertaken on the lake. The consultant will advise about the measures requires if any to strengthen the role of LTA in the aforementioned and standards setting.

3.4.2 ToR 3 (b) – Economic analysis

The Consultant shall also review the assumptions of the Economic Impact (eIRR) of the Project, which is a threshold criterion for donors when making investment decisions for economic infrastructure. In order to verify the current eIRR, it is important to gather, together with the Client, additional information on the current productivities of the Port, such as the handling volume per day/ship/crane, ship waiting time for berthing, ship stopover time, the Berth Occupancy Ratio, etc.

3.4.3 ToR 3 (c) – Legal advisory services

The Consultant shall also assess the Institutional setting of the Project, with regards to the current laws and regulations applicable to the Zambian Port system, including the existence of concession agreements, the institutional framework regulating the role of the port authority and operator, and the regulatory functions exercised by the Zambian government that will likely impact the Project. Where necessary, the Consultant shall propose governance measures for the Lenders’ consideration. Additionally, the Consultant shall opine/or advise on:

(i) the legislated public procurement process (including internal government approvals and external processes) and advise on the process to be followed;

(ii) offer legal advice that will enable Lenders to undertake the Project based on sound international best practice;

(iii) Advising the Lenders on any legal issues or matters affecting bankability;

(iv) the proposed transaction flow-of-funds structure from a legislative / compliance perspective; and

(v) the tender documents and request for proposal (“RfP”) process. The Consultant shall undertake a review of the RfP documents for the rehabilitation of the Port with the view of providing mitigation measures to any material gaps that might be observed from a legal aspect.

The Consultant shall make provision to assist the Client with drafting and negotiating the contracts on behalf of the Client with identified off-takers with purposes of improving the viability of the Project. The Consultant shall assist in the review and/or negotiation of the EPC contract in alignment with market standards.

3.4.4 ToR 3 (d) – Financial viability and Financial Model

The Consultant shall conduct a financial fatal-flaw analysis by highlighting scenarios and outcomes. The scenario shall include, but not limited to (a) do nothing – continue to make losses; and (b) recapitalize – financial sustainability case and invest in infrastructure for MHCL to remain profitable and a key economic driver for the country. The Consultant shall undertake the financial Analysis and update the financial model and associated report to reflect the type of project structure/transaction flow-of-fund structure selected. The Financial model shall take into account all relevant assumptions and scenarios to be agreed upon with the Client and the funders.
3.4.5 ToR 3 (e) – Development of financial plan

The TA shall develop a financial plan which shall include, but not limited to, the following:

(i) Formulation of financial objectives and transaction requirements for the Project;
(ii) The evaluation and development of a suitable funding structure for the Project;
(iii) Identify the expected debt to equity ratio and quantify the envisaged debt and equity quantum;
(iv) Evaluation of potential funding sources such as DBSA, AfDB, Trade Mark East Africa, and RVO;
(v) Identify banking covenants such as DSCR and LLCR levels; and
(vi) The TA should also provide benchmark for the envisaged cost of debt.

3.4.6 ToR 3 (f) – Development / updating of financial model

(i) The Model shall be constructed appropriately to produce financial projections for the Base Case and identified sensitivity scenarios (as determined in due course by the Lenders) and to ensure that the results of these sensitivities accurately reflect the consequences of the underlying assumptions;
(ii) The Financial Model to be constructed appropriately, in so far as its logical and internal integrity and arithmetic accuracy of the formulae, algorithms and macros, so as to materially achieve the objectives described above;
(iii) Consider the cash flows, account balances and taxation with respect to the Project from the perspective of specific shareholders and lenders, other than to the extent that they are explicitly represented in the Model;
(iv) Verify any of the assumptions, judgements and commercial risks associated with the project, and comment on the possibility of the financial projections being achieved;
(v) Review the key drivers of Model and validate related assumptions based on source documents/contracts, as applicable;
(vi) Ensure that the Model produces, in all material respects, IRRs, DSCR and other key indicators;
(vii) Review of foreign exchange projections (if any) used in the model;
(viii) Review of working capital assumptions and workings;
(ix) Ensure that operational inputs are used correctly in calculating financial statement outputs;
(x) Treatment of development costs, commitment fees and arrangement fees;
(xi) Treatment of tax and accounting assumptions in the Model that needs to be consistent with current provisions of International Financial Reporting Standards and/or other standards for Zambia.

The Consultant shall update the risk assessment report and associated risk register taking into account the type of project/development structure.
3.5 **ToR 4 – Preparation of the Project Information Memorandum**

The Consultant shall prepare/update the PIM taking into account the inputs from all the work streams (Technical, Environmental and Social Impact Assessment Studies).

3.6 **ToR 5 – Additional TA services on Bid Evaluation (Optional)**

The consult shall indicate, as an optional, the cost associated with the EPC bid evaluation, contract award, negotiations and signing of agreements through to financial close, supporting all decision-making processes as required. This shall include assistance to the Client with clarifications of ToR to potential EPC during the procurement phases of the project.

3.7 **ToR 5 – Deliverables**

The following deliverables are expected from this Assignment:

(i) Inception report;

(ii) Due Diligence Report to include:

- Technical and facility design review;
- review of the optimisation studies and design specifications (including how project execution will be phased)
- Regulatory compliance review;
- Market review;
- Legal agreements review; and
- Financial model review; etc.

(iii) Traffic Demand Study;

(iv) Technical Advisory studies Report and presentation (i.e. designs, environmental, risk, etc.);

(v) Economic study report;

(vi) Legal advisory report;

(vii) Renegotiation of agreements with off-takers;

(viii) Financial advisory services report, including updated financial model and presentation;

(ix) Consolidated Transaction Advisory Report;

(x) Presentations to Project Steering Committee (PSC) (various presented to DBSA, MHCL and to other stakeholders);

(xi) Preparation of the Project Information Memorandum and presentation; and

(xii) Review of the final EPC Contract.
Section 4  Timing and obligations

4.1  Timing

4.1.1  Commencement date
The Assignment will commence no later than two weeks following the signature of the Contract.

4.1.2  Period of execution
The period of execution is four (4) months.

4.2  Obligations of the Client
4.2.1  Data and reports
The Client will assist with the following data and reports where available:
   i. Provide available copies of previous study reports, models and other relevant documentation; and
   ii. Facilitate consultation with relevant stakeholders (ministries/ departments and other institutions and communities).

4.2.2  Liaison
The Client will ensure that the Consultant has access to all available information (including access to site) for timely execution of the Assignment.

4.3  Obligations of the Consultant
The Consultant is expected to be fully self-sufficient in all respect for undertaking the Assignment including relevant expert resources; accommodation, office space, equipment and supplies, communication and transportation.
Section 5  expertise requirement

5.1 Personnel
The Consultant (Consortium) shall, at a minimum, comprise:
   i. Financial Specialist;
   ii. Market/Commercial Specialist
   iii. Project structuring specialist;
   iv. Legal and regulatory specialist;
   v. Civil Engineering with specialist in Traffic / Transport Engineering, Water Engineering and Structural Engineering
   vi. Environment specialist; and
   vii. Maritime economist with port development expertise.

5.2 Key experts
The Consultant shall provide a team of competent experts with extensive experience from similar infrastructure projects. The Transaction Advisory team shall include the following:

5.2.1 Team Leader
The expert shall liaise directly with appointed Client’s representative and shall have:
   – A Master’s degree in the relevant discipline;
   – Submission of Proof of Registration with the relevant professional registering body or institution
   – A minimum of 15 years demonstrable working experience in providing Transaction Advisory services for large infrastructure projects;
   – Extensive experience in project structuring and team leading;
   – Experience in risk analysis, mitigation and allocation;
   – Experience in project agreements; and
   – Relevant experience in maritime and port’s projects is considered an advantage.

5.2.2 Financial expert
The expert shall have:
   – A bachelor’s degree in finance or any relevant discipline;
   – A minimum of 10 years working experience in financial modelling/ structuring of large infrastructure projects;
   – Experience in project costing and revenue forecast;
- Experience in value for money analysis, development of financing plans;
- Experience in global insurance and guarantee products; and
- Proven project finance and corporate finance experience until financial closure and successful contract award.

5.2.3 **Legal expert**
The Legal expert shall have:
- A bachelor’s degree in relevant discipline;
- A minimum of 10 years working experience in project financing, knowledge of corporate finance transaction;
- Experience in private equity with in-depth knowledge of commercial contracts in the port sector financing;
- Specific regional experience in project and corporate financing;
- Experience in regulatory sector of Zambia is considered an advantage;
- Experience in preparation of project documentation compliant with specific regulatory issues and local laws;
- The Legal Expert should have proven experience in drafting and negotiating Service Level Agreements (SLAs), port terminal service agreements, Government Support Agreements, Security Documents and Guarantees, Concession Agreements, EPC agreements, Licenses, Permits and Consents, etc.

5.2.4 **Technical expert**
The Technical expert shall have:
- A master’s degree in engineering – preferably in Civil engineering and maritime structures;
- Submission of Proof of Registration the relevant professional registering body or institution;
- A minimum of 15 years of demonstrable experience in structural engineering (design / construction / supervision / appraisal of large (above 15 million Euro equivalent) transport infrastructure projects) with strong preference for port and maritime development and transport logistic platforms (preferably within ports and inland waterways);
- Relevant experience in preparing feasibility studies for infrastructure projects, with strong preference for ports and their master planning;
- Relevant professional experience in international port development would represent a strong advantage;
- Experience in tender procedures and procurement strategies for large public infrastructure projects with strong preference for port infrastructure; and
– It is anticipated that the Technical expert team will include Traffic engineer specialist, water engineer and structural engineer.

It is anticipated that environmental specialist, traffic/Transport specialist and structural engineer will form part of the technical support team.
Section 6  Bid Evaluation

6.1 Qualification criteria
The criteria that will be used in the adjudication process will be in accordance with the DBSA procurement policy, which incorporates, amongst others, provisions of the Preferential Procurement Policy Framework Act of 2000 and Regulations of 2017 (PPPFA).

6.2 Eligibility Criteria
Bidders must meet all the minimum qualifications, skills and experience to be eligible. The proposal must cover all elements of the ToR.

6.3 Evaluation methodology
DBSA will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

Stage 1: Administrative Responsiveness
Stage 2: 70% Minimum Threshold for Technical evaluations
Stage 3: Price and preference
Stage 4: Final award of contract

6.3.1 Stage 1 – Test for administrative responsiveness
The test for administrative responsiveness will include the following:
A. Tenderers who do not adhere to those criteria listed as PRE-QUALIFIER, will be disqualified immediately:

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Pre-Qualifying criteria</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adherence to submitting Tender as a two-envelope folder: Folder 1 - Functionality proposal Folder 2 - Price proposal</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>Attendance Register of the Non - Compulsory Briefing Session - Virtual</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>Submission of Proof of Registration of the Tenderer’s key resources with the relevant professional registering body or institution, in line with the Tender Data (tender requirements).</td>
<td>Pre-Qualifier</td>
<td>N</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Area of Clarification Requested by the Employer (DBSA)</th>
<th>Clarification Time</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard conditions of tender as required.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>Returnable documents completed and signed.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
</tbody>
</table>

The bid submission must comply with the administrative responsiveness check for the Proposal to be further evaluated under Stage 2.

6.3.2 Stage 2 – Technical Evaluation

Bidders will be evaluated according to the technical evaluation criteria described below. Bidders with a minimum score of Technical score of 70% will be evaluated further.

6.3.2.1 Company Experience

The Bidder must have successfully completed similar or related projects in the last 5 years. Assignments or projects. The Bidders must submit, as part of its proposal, the following:

**Table 8: Company experience evaluation criteria**

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details of similar and/or relevant assignments or projects completed in the last 5 years. Please refer to ANNEXURE A of this document for the format in which the required information must be provided.</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Note: the following scoring matrix will be used to evaluate this criterion:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 or more relevant projects with signed letter of references;</td>
<td>5</td>
<td>30</td>
</tr>
<tr>
<td>4 relevant projects;</td>
<td>4</td>
<td>21</td>
</tr>
<tr>
<td>3 relevant projects;</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>2 relevant projects;</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>1 relevant project.</td>
<td>1</td>
<td>7</td>
</tr>
</tbody>
</table>

6.3.2.2 Team Leader experience

The Bidder’s assigned project Team Leader must have extensive and relevant qualifications, skills and experience in related studies including leading transaction advisory services and relevant experience in maritime and port’s projects (see Section 5.2.1). The Bidder must submit a comprehensive CV of the Team Leader providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C. Submission of Proof of Registration with the relevant professional registering body or institution.
Table 9: Team leader evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree (Master's degree)</td>
<td>2</td>
<td>5 points</td>
</tr>
<tr>
<td>and with relevant professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Degree or diploma with relevant</td>
<td>1</td>
<td>3 points</td>
</tr>
<tr>
<td>professional registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skills and experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant</td>
<td>3</td>
<td>10 points</td>
</tr>
<tr>
<td>experience exceeding 15 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant</td>
<td>2</td>
<td>7 points</td>
</tr>
<tr>
<td>experience of between 8 and 14 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant</td>
<td>1</td>
<td>5 points</td>
</tr>
<tr>
<td>experience of lower than 8 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Project Manager with relevant</td>
<td>0</td>
<td>0 points</td>
</tr>
<tr>
<td>experience of between 0 and 1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.3.2.3 Financial Specialist/Expert

The Financial specialist/expert must have extensive and relevant qualifications, skills and experience in relevant discipline including proven records of project finance and corporate finance experience until financial closure and successful contract award (see Section 5.2.2). The Bidder must submit a detailed CV of the Financial Expert (maximum 5 pages) providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C.

Table 10: Financial specialist evaluation criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree in finance or any</td>
<td>2</td>
<td>2 points</td>
</tr>
<tr>
<td>relevant discipline (Commerce or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>relevant financial qualifications in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actuarial Science or Accounting and any</td>
<td></td>
<td></td>
</tr>
<tr>
<td>other qualifications accompanied by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>experience in the field). Submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Proof of Registration with the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>relevant professional registering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>body or institution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Degree or Diploma with relevant</td>
<td>1</td>
<td>1 point</td>
</tr>
<tr>
<td>qualification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skills and experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant</td>
<td>3</td>
<td>3 points</td>
</tr>
<tr>
<td>experience exceeding 10 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant</td>
<td>2</td>
<td>2 points</td>
</tr>
<tr>
<td>experience of between 6 and 9 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant</td>
<td>1</td>
<td>1 point</td>
</tr>
<tr>
<td>experience of lower than 6 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Financial Expert with relevant</td>
<td>0</td>
<td>0 point</td>
</tr>
<tr>
<td>experience of between 0 and 1 year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.3.2.4 Legal and regulatory expert

The Legal expert must have appropriate qualification(s), with at least 10 years of relevant legal and regulatory experience in the port and maritime sector with proven experience in drafting and
negotiating Service Level Agreements, port terminal service agreements, etc. (see Section 5.2.3).

The Bidder must submit a detailed CV of the Legal Expert (maximum 5 pages) providing information on qualifications, relevant work experience and key competencies presented in the required format as per ANNEXURE C.

**Table 11: Legal expert evaluation criteria**

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postgraduate degree in Legal or any relevant discipline</td>
<td>2</td>
<td>2 points</td>
</tr>
<tr>
<td>Degree or Diploma with relevant professional registration</td>
<td>1</td>
<td>1 point</td>
</tr>
<tr>
<td><strong>Skills and experience</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience exceeding 10 years</td>
<td>3</td>
<td>3 points</td>
</tr>
<tr>
<td>Experience in regulatory sector of Zambia is considered an advantage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of between 6 and 9 years</td>
<td>2</td>
<td>2 points</td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of lower than 6 years</td>
<td>1</td>
<td>1 point</td>
</tr>
<tr>
<td>The Legal and regulatory expert with relevant experience of between 0 and 1 year</td>
<td>0</td>
<td>0 point</td>
</tr>
</tbody>
</table>
6.3.2.5 Technical expert

The technical expert must have appropriate qualification(s), a minimum of 10 years of demonstrable experience in structural engineering (design / construction / supervision / appraisal of large (above 15 million Euro equivalent) transport infrastructure projects) with strong preference for port and maritime development and transport logistic platforms (preferably within ports) as well as conducting feasibility studies (See Section 5.2.4). The technical team to include Traffic/ Transport specialist, Structural Engineer and Environmental specialist. Specialists CVs to be included in the submission a maximum of 5 page for the Technical Expert, and 3 pages for support team (See ANNEXURE C).

<table>
<thead>
<tr>
<th>Table 12: Technical evaluation criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Information</td>
</tr>
<tr>
<td>Qualifications</td>
</tr>
<tr>
<td>Postgraduate degree in Civil engineering/ maritime structure or any relevant discipline with relevant professional registration</td>
</tr>
<tr>
<td>Degree or Diploma with relevant professional registration</td>
</tr>
<tr>
<td>Skills and experience</td>
</tr>
<tr>
<td>The Technical expert with relevant experience exceeding 15 years with port and maritime development and transport logistic platforms</td>
</tr>
<tr>
<td>The Technical expert with relevant experience of between 8 and 14 years</td>
</tr>
<tr>
<td>The Technical expert with relevant experience of lower than 8 years</td>
</tr>
<tr>
<td>The Technical expert with relevant experience of between 0 and 1 year</td>
</tr>
</tbody>
</table>

6.3.2.6 Approach and methodology

The Bidder must demonstrate thorough understanding of the objectives and deliverables of this Assignment by providing a comprehensive approach/methodology to be utilised for the execution of this Study. The critical aspects that must be addressed by the methodology includes the gap analysis of the previous study, negotiation of SLAs, port terminal services agreements and updated financial model based on financing structure and work plan. Scores for this criterion will be positively affected by familiarity with the current situation in the Zambian transport market industry.

Note: the following scoring matrix will be used to evaluate this criterion.

<table>
<thead>
<tr>
<th>Table 13: Methodology evaluation criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Information</td>
</tr>
<tr>
<td>Excellent and comprehensive methodology/approach adequately addressing critical aspects of the scope of work and project;</td>
</tr>
<tr>
<td>Good / average Generic methodology/approach addressing some critical aspects of the scope of work and project;</td>
</tr>
<tr>
<td>Poor and generic methodology/approach not addressing critical aspects of the scope of work and project.</td>
</tr>
</tbody>
</table>
6.3.2.7 Work plan

The Bidder must demonstrate understanding of the objectives and deliverables of this Assignment by providing a detailed schedule of performance that describes all activities and tasks within the Work Plan, including reporting or review points and other Project milestones. Proposed work plan will include timeline for completion and shall demonstrate that the timeline is achievable at a high-quality standard. Scores for this criterion will be positively affected by faster completion of the Assignment.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including reporting or review points and other Project milestones. Based on the Work Plan, and previous Project experience, describe any support that the Bidder will require from the Client. Detail the amount of staff time required by the Client and any work space or facilities needed to complete the Assignment.

Table 14: Work Plan criteria

<table>
<thead>
<tr>
<th>Technical Information</th>
<th>Score</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder must demonstrate competency in the planning and execution of projects or assignments. The Bidder must provide a comprehensive execution plan or programme outlining the project schedule, critical milestones and reporting plan.</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Comprehensive execution plan adequately addressing critical aspects</td>
<td>5 = 15 points</td>
<td></td>
</tr>
<tr>
<td>Generic execution plan addressing some critical aspects</td>
<td>3 = 8 points</td>
<td></td>
</tr>
<tr>
<td>Generic execution plan not addressing critical aspects</td>
<td>1 = 0 points</td>
<td></td>
</tr>
</tbody>
</table>

6.3.3 Stage 3 – Financial evaluation

The financial offer must be a lump sum offer for professional fees and expenses to execute the scope of work as presented in the ToR. The pricing must be broken down to the following level of detail:

- Each Bidder must provide a summary of the financial offer packaged in accordance to the requirements of the ToR;
- Expenses should be provided for travelling, lodging, and administrative expenses; and
- Details of staff hourly rates in the event that the scope of work is adjusted by the Client.

The lowest priced Bid will be allocated the maximum points allocated for price. All other Bids will obtain proportionately lower points based on the following formula:

\[ PS_B = \frac{p_{\text{min}}}{p_B} \times PS_{\text{price}} \]

Where:
- \( PS_B \) is the point score for price calculated for Bid B;
- \( p_{\text{min}} \) is the price of the lowest Bid;
- \( p_B \) is the price of Bid; and
- \( PS_{\text{price}} \) is the total number of points allocated for price.
Section 7 Pricing

7.1 Assumptions

Pricing Assumptions mean the criteria as set out below, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

i. The short descriptions given in the schedules (see ANNEXURE D) are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the ToR.

ii. While it is entirely at the tenderer’s discretion as regards pricing the services, the Bidder is expected to price all the services and associated tasks and activities realistically as to be able to achieve all the deliverables listed in the ToR in a cost-effective and time-efficient manner.

iii. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.

iv. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the ToR, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the ToR, as well as overhead charges and profit.

v. It is anticipated that the price will comprise professional or technical services fees only (mainly milestone related) and associated operational costs (e.g. travel, printing / copying, etc.).

7.2 Payment structure

Payments for services rendered under this RFP will be made on the terms in Table 15:

<table>
<thead>
<tr>
<th>Item</th>
<th>Activity</th>
<th>Fee (%)</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception report</td>
<td>5</td>
<td>Approved inception report</td>
</tr>
<tr>
<td>2</td>
<td>Due Diligence Report</td>
<td>10</td>
<td>Report approval</td>
</tr>
<tr>
<td>3</td>
<td>Traffic demand study</td>
<td>5</td>
<td>Report approval</td>
</tr>
<tr>
<td>4</td>
<td>Technical Advisory study Report</td>
<td>10</td>
<td>Report approval</td>
</tr>
<tr>
<td>5</td>
<td>Economic study</td>
<td>5</td>
<td>Report approval</td>
</tr>
<tr>
<td>6</td>
<td>Legal Advisory services Report</td>
<td>10</td>
<td>Report approval</td>
</tr>
<tr>
<td>7</td>
<td>Agreements with off-takers</td>
<td>10</td>
<td>Successful renegotiation of agreements</td>
</tr>
<tr>
<td>8</td>
<td>Financial Advisory services</td>
<td>10</td>
<td>Report approval</td>
</tr>
<tr>
<td></td>
<td>Financial Model</td>
<td>10</td>
<td>Approval of Model</td>
</tr>
<tr>
<td>9</td>
<td>Consolidated TA report</td>
<td>5</td>
<td>Report approval</td>
</tr>
<tr>
<td>10</td>
<td>Project Information Memorandum</td>
<td>10</td>
<td>Approved of PIM</td>
</tr>
<tr>
<td>11</td>
<td>Review of EPC contract</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
## ANNEXURE A. FIRM’s relevant experience template

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (USD):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Name of Client</td>
<td>Total No of staff-months of the assignment:</td>
</tr>
<tr>
<td>Contact person:</td>
<td></td>
</tr>
<tr>
<td>Tel:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Addresses:</td>
<td>Approx. value of the services provided by your firm under the contract:</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>No of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td>Name of senior professional staff of your firm involved and functions performed:</td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>

*Firm’s Name: ________________________________*
ANNEXURE B. Artelia feasibility study report
ANNEXURE C.  
Curriculum vitae (CV) for proposed professional staff

1. Proposed Position [only one candidate shall be nominated for each position]:

2. Name of Firm [Insert name of firm proposing the staff]:

3. Name of Staff [Insert full name]:

4. Date of Birth: Nationality:

5. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

10. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
    From [Year]: ____________________ To [Year]: ____________________
    Employer: _______________________________________________
    Positions held: ___________________________________________

11. Detailed Tasks Assigned [list all tasks to be performed under this assignment]

12. Work undertaken that best illustrates capability to handle the tasks assigned
    [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]
    Name of assignment or project: ____________________________
    Year: __________________________________________________
    Location: _______________________________________________
    Client: _________________________________________________
    Main project feature: ____________________________________
    Position held: __________________________________________
    Activities performed: ____________________________________
## ANNEXURE D.

### Pricing schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Tasks as per ToR</th>
<th>Key deliverables as per ToR</th>
<th>Resources required (number)</th>
<th>Estimated manhours (hours)</th>
<th>Hourly rate (USD/hours)</th>
<th>Total resource costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review of information and gap analysis</td>
<td>Inception report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Due Diligence Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Updating of traffic study</td>
<td>Traffic demand study Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Technical Advisory services</td>
<td>Technical advisory report (designs, environmental, risks, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Report on optimisation studies and design specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Economic analysis</td>
<td>Economic study report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Legal advisory services</td>
<td>Legal advisory report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agreements with off-takers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Financial viability</td>
<td>Financial advisory report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Development of financial plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Development/update of Financial model</td>
<td>Financial model</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>TA services</td>
<td>Consolidated TA report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Project Information Memorandum</td>
<td>PIM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>TA services</td>
<td>Review of EPC contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Additional TA Services (Optional)</td>
<td>Assisting Client in procurement of EPC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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:

**RFP137/2020: Transaction Advisory Services for a technical, economic, financial, institutional and legal assessment for the modernisation of the Mpulungu Port in Zambia and to provide last mile assistance to bring the Project to financial close.**

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 VALUE ADDED TAX IS

<table>
<thead>
<tr>
<th>(in words);</th>
<th>USD</th>
<th>(in figures),</th>
</tr>
</thead>
</table>

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the
period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)  

_________________________  __________________________

Name(s)  

_________________________  __________________________

Capacity  

_________________________  __________________________

For the Tenderer  

(Name and address of organisation)

Name and signature of witness  

_________________________  Date  __________________________
Annexure B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: ..............................................................

2.2 Identity Number: ........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ..........................................................

2.4 Company Registration Number: ........................................................................................

2.5 Tax Reference Number: ....................................................................................................

2.6 VAT Registration Number: ...............................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persnal numbers must be indicated in paragraph 3 below.

¹“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ......................................................
Name of state institution at which you or the person connected to the bidder is employed: ......................................................
Position occupied in the state institution: ......................................................

Any other particulars:
........................................................................................
........................................................................................
........................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:
........................................................................................
........................................................................................
........................................................................................

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
........................................................................................
........................................................................................
........................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars:
........................................................................................
........................................................................................
........................................................................................
2.10 Are you, or any person connected with the bidder, YES/NO aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

…………………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………………...

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………………...

3. Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………………….
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………………………………………………………………………………
Signature Date
………………………………………………………………………………………………………………
Position Name of bidder
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   
a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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 <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.3.1 If so, furnish particulars:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………………

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

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

.................................................. ..................................................
Signature Date

.................................................. ..................................................
Position Name of Bidder

..................................................
Position Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

_____________________________________________

(Name of Institution)

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

I certify, on behalf of:__________________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Development Bank of Southern Africa
RFP137/2020: Transaction Advisory Services for a technical, economic, financial, institutional and legal assessment for the modernisation of the Mpulungu Port in Zambia and to provide last mile assistance to bring the Project to financial close.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.................................................................

Signature

Date

.................................................................

Position Name of Bidder
Annexure F

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

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

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 I

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

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

[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:

<table>
<thead>
<tr>
<th>Item</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure K

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 COMPELLSORY 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