

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
<p>BID NUMBER:</p>	<p>RFP281/2021</p>
<p>NON-COMPULSORY BRIEFING SESSION DETAILS:</p>	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Link: Click here to join the meeting</p> <p>12 November 2021 @11H00</p>
<p>CLOSING DATE:</p>	<p>26 November 2021</p>
<p>CLOSING TIME:</p>	<p>23H55 (Midnight)</p>
<p>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</p>	<p>90 days</p>
<p>DESCRIPTION OF BID:</p>	<p>APPOINTMENT OF A CONSULTANT AS A TRANSACTION ADVISOR, TO PROVIDE SERVICES TO SHIP MO, BEING THE STANDARDISATION OF PROCUREMENT DOCUMENTS FOR THE IMPLEMENTATION OF PROJECTS FALLING UNDER SHIP; AS WELL AS THE PROVISION OF ANCILLARY SERVICES.</p>
<p>BID DOCUMENTS DELIVERY ADDRESS:</p>	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to issue Tender Submission Link requests and enquiries to lihleSCM@dbsa.org ONLY; ➤ No – Tender Submission Link requests will be accepted before 16h00 on the 19th of November 2021. Any requests after the stipulated date and time will be disregarded. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. <p>NB: Electronic submission is encouraged for all bidders interest in this tender bid</p> <p>Closing date 26 November 2021 before 23:55. All bids must be in on the 26 of November 2021</p>

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



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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP281/2021

DESCRIPTION: **APPOINTMENT OF A CONSULTANT AS A TRANSACTION ADVISOR, TO PROVIDE SERVICES TO SHIP MO, BEING THE STANDARDISATION OF PROCUREMENT DOCUMENTS FOR THE IMPLEMENTATION OF PROJECTS FALLING UNDER SHIP; AS WELL AS THE PROVISION OF ANCILLARY SERVICES.**

NON-COMPULSORY BRIEFING: **12 November 2021** - Tender briefing will be done online via Microsoft teams.

LINK: [Click here to join the meeting](#)

Time: 11H00 AM (**Microsoft Teams**)

LINK REQUESTS: No – Tender Submission Link requests will be accepted after **16h00 on the 19th of November 2021**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: **26 November 2021**

CLOSING TIME: 23H55

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.

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? [TICK APPLICABLE BOX]	YES		NO	
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				

1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
1..1.3 SIGNATURE OF BIDDER
1..1.4 DATE	
1..1.5 FULL NAME OF AUTHORISED REPRESENTATIVE	
1..1.6 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	

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.

- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihleSCM@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.

Activity	Date
Advertisement of tender	05 / 11 / 2021
RFP document available	05 / 11 / 2021
Closing date for tender enquiries	19 / 11 / 2021
Link requests	19 / 11 / 2021 by 16h00
Closing date and time	26 / 11 / 2021 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS

Instructions:

- Bidders are required to issue Tender Submission Link requests and all other enquiries to lihleSCM@dbsa.org **ONLY**;
- **No** – Tender Submission Link requests will not be accepted after **16h00 on the 19th of November 2021**. 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 linleSCM@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, (tenders@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.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1 Functionality and returnable submission separate from Folder 2 Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Non-Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	N
3	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	Pre-Qualifier	Y
4	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people.	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	72 hours	Y
4	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

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 BBEE.

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS
	(Failure on the part of any key personnel to score at or above the minimum threshold on the minimum expertise will lead to the disqualification of the bidder and the rejection of the bid in its entirety)		(TOTAL: 100)
1.	LEGAL SPECIALIST		30 OUT OF 100
1.1.	Bachelor's degree or above in the legal field (e.g., LL.B, B.Proc, B.Juris) and registration with a professional body.	Points: <ul style="list-style-type: none"> Bachelor's Degree and registration (documentary evidence of registration or valid practice number) : <u>10 points</u> No documentary evidence of bachelor's degree and/or registration (or valid practice number) : <u>0 points</u> 	10 (10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

1.2.	<p>At least 6 years' post-articles experience in a recognised and mature market as follows:</p> <p>With legal, regulatory, commercial and project finance considerations being the main area of focus, the key specialist must have experience the legal field, on <u>built-environment project finance</u>, on projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that are funded with or without public funding, (iii) that have a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports; • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; or • advising on, drafting or reviewing private or public procurement documents, such as RFPs, RFQs, • advising on, drafting or reviewing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; 	<p>Points:</p> <p>$\chi \geq 10$ years : <u>20 POINTS</u></p> <p>10 years > χ < 6 years: <u>15 POINTS</u></p> <p>$\chi = 6$ years : <u>10 POINTS</u></p> <p>$\chi < 6$ years : <u>0 POINTS</u></p>	<p>20</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
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	<ul style="list-style-type: none"> - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts. 		
2.	TECHNICAL SPECIALIST		20 OUT OF 100
2.1	<p>Bachelor's degree or above in the built environment or architecture field (e.g., B.Eng. – Civil Engineering, BEngTech – Civil Engineering, Bachelor of Architectural Studies, Bachelor of Science – Quantity Surveying, etc.)</p> <p><u>AND</u></p> <p>Registration with the relevant professional body in the Republic of South Africa (e.g., South African Council for the Architectural Profession, the Association of South African Quantity Surveyors, etc.).</p>	<p>Points:</p> <p>Bachelor's Degree and registration: <u>5 POINTS</u></p> <p>Below Bachelor's Degree and/or no registration: <u>0 POINTS</u></p>	<p>5</p> <p>(5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
2.2.	<p>At least 6 years' post-qualification experience (excluding in-service training) in a recognised and mature market as follows:</p> <p>With project-specific technical considerations being the main area of focus, the key specialist must have experience in the field of architecture or quantity surveying, on <u>project-financed, built-environment projects:</u></p>	<p>Points:</p> <p>$\chi \geq 12$ years : <u>15 POINTS</u></p> <p>12 years > χ < 6 years: <u>10 POINTS</u></p> <p>$\chi = 6$ years : <u>6 POINTS</u></p> <p>$\chi < 6$ years : <u>0 POINTS</u></p>	<p>15</p> <p>(6 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>

	<p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that had a value of R200 million or above, <u>and</u> (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • cost estimation and budget control; • advising on, compiling or reviewing bankable feasibility study reports, • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • advising on, drafting, reviewing or managing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts; • acting as lender’s technical or project advisor; or 		
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	<ul style="list-style-type: none"> • acting as insurer's project or technical advisor. 		
3.	FINANCIAL SPECIALIST		20 OUT OF 100
3.1.	<ul style="list-style-type: none"> • Bachelor's degree or Post-graduate Diploma in Developmental Finance; or • Bachelor's degree in Business Science Finance; or • BCom Finance degree. 	Points: Bachelor's Degree or Post-graduate Diploma: <u>5 POINTS</u> Below Post-graduate Diploma: <u>0 POINTS</u>	5 (5 is the minimum threshold for this element. A score of 0 leads to disqualification of the proposal)
3.3.	<p>At least 6 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market as follows:</p> <p>With project financial risk being the main area of focus, the key specialist must have experience in the field of Development Finance, or Project Finance, on <u>project-financed, projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that had a value of R200 million or above, <u>and (iv)</u> where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports , • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; 	Points: $\chi \geq 10$ years : <u>15 POINTS</u> $10 \text{ years} > \chi < 8$ years: <u>10 POINTS</u> $\chi = 6$ years : <u>6 POINTS</u> $\chi < 6$ years : <u>0 POINTS</u>	15 (6 is the minimum threshold for this element. A score of 0 leads to disqualification of the proposal)

	<ul style="list-style-type: none"> • acting as lender's technical or project advisor; or • acting as insurer's project or technical advisor. 		
6.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY		30 OUT OF 100
6.1.	<p>Comprehension, Approach and Methodology:</p> <p>The proposal:</p> <ul style="list-style-type: none"> • demonstrates a detailed proposal through <i>inter alia</i>: <ul style="list-style-type: none"> - a workplan for the execution of the scope; - a project management approach; - a clear and well-defined schedule and timeframes; - a team organogram detailing the experience and roles of key personnel and supporting team members; • provides a detailed understanding of the assignment; • shows a clear analysis of key challenges and risks associated with the assignment and provides proposals to address each of these; • offers concrete suggestions regarding the proposed methodology and approach (not duplicating the Terms of Reference) and where necessary, provides suggested amendments, additions or improvements to the proposed scope. 	<p>Points:</p> <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope:</p> <p><u>15 POINTS</u></p> <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks, however, did not include value-add innovations or improvements on the scope:</p> <p><u>10 POINTS</u></p> <p>Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks:</p> <p><u>5 POINTS</u></p> <p>Partially addresses requirements, but overall is not convincing (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable):</p> <p><u>2 POINTS</u></p>	15

		Does not address the requirement and is not detailed: <u>0 POINTS</u>	
6.2.	Staffing (Support Roles) <ul style="list-style-type: none"> • Staffing proposal in line with requirements of the Terms of Reference and methodology proposed by bidder. • Sufficient personnel depth, given the Terms of Reference; and the approach and methodology proposed by bidder. • THE PROPOSAL MAKES A CLEAR AND COMPELLING CASE FOR SKILLS TRANSFER (TO TEAM MEMBERS) AND FOR MEANINGFUL PARTICIPATION IN THE ASSIGNMENT BY ALL TEAM MEMBERS. • EACH TEAM MEMBER HAS A CLEARLY DEFINED ROLE AND REASON FOR BEING ON THE ASSIGNMENT. • Availability of senior backstopping for key personnel - i.e., suitably qualified and experience support professionals for the following work streams): <ul style="list-style-type: none"> - legal; - technical; and - financial. 	Points: Addresses all requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel: <u>5 POINTS</u> Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel: <u>1 POINT</u> Does not address the requirements: <u>0 POINTS</u>	5
6.3			10
		Team comprises 100% black people (as defined in the Black Economic Empowerment Act No. 53 of 2003):	

		<p><u>10 POINTS</u></p> <p>50% of team comprises black women, notwithstanding the 100% of the team not comprising black people (as defined in the Black Economic Empowerment Act. No. 53 of 2003)</p> <p><u>7.5 POINTS</u></p> <p>50% of team comprises black people (as defined in the Black Economic Empowerment Act Non. 53 of 2003) – not necessarily black women:</p> <p><u>5 POINTS</u></p> <p>Less than 50% of team comprises black people:</p> <p><u>0 POINTS</u></p>	
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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 and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80
Preferential procurement points 20

27.6.2 Price points

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

27.6.3 Preferential procurement points

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

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

27.6.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

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 lodgement 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 South African Rand.

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

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept
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36.1.2

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.	Comply/Accept	Do not comply/Do not accept

36.1.3

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.	Comply/Accept	Do not comply/Do not accept

36.1.4

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.	Comply/Accept	Do not comply/Do not accept

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 Rand value.	Comply/Accept	Do not comply/Do not accept

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	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Comply/Accept	Do not comply/Do not accept

36.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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 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.	Comply/Accept	Do not comply/Do not accept

36.1.19

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

36.1.22

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.	Comply/Accept	Do not comply/Do not accept

Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.		
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36.1.23

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Comply/Accept	Do not comply/Do not accept

36.1.24

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply/Accept	Do not comply/Do not accept

36.1.25

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept
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.		

36.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept
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.		

36.1.30

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that 	Comply/Accept	Do not comply/Do not accept
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<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • 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

TERMS OF REFERENCE AND SCOPE OF WORK

INTRODUCTION AND BACKGROUND

The Development Bank of Southern Africa Limited (“**the DBSA**”) seeks to appoint from its panel of service providers, a transaction advisor (“**the Transaction Advisor**”) to render services (“**the Services**”) to the Student Housing Infrastructure Management Office (“**SHIP MO**”).

The Services, which are further described in Section 0 (*Scope of Work and Deliverables*) below will assist SHIP MO to facilitate and manage the execution of the student housing projects (“**the SHIP Projects**”) falling under the Student Housing Infrastructure Programme (“**the SHIP**” or “**the Programme**”).

1.1. SHIP MO AND THE PROGRAMME

The Department of Higher Education and Training (“**the DHET**” or “**the Department**”) exercises oversight and provides planning, monitoring and evaluation support to South Africa’s Post-School Education and Training sector (“**the PSET System**”). Forming part of the PSET System are 26 public universities (11 traditional universities, 6 universities of technology and 9 comprehensive universities) and 50 public TVET colleges, operating from more than 260 campuses around South Africa (“**PSET Institutions**”).

The Programme comprises individual student housing projects (“**the Projects**” or “**the SHIP Projects**”), each of which will, depending on feasibility study findings, be implemented with a combination of private finance, equity funding and Government grant support. Each Project will in turn comprise one or more student housing facility, accommodating a specified number of individual housing units, rooms, or beds (“**Beds**”).

SHIP has a stated target of developing a total of 300 000 Beds across the participating PSET Institutions, over a period of 10 years. To help SHIP MO with part of the work required to be undertaken towards its stated target, the Transaction Advisor will be required to design standardised, non-negotiable documents and processes to enable procedural, expedited and efficient implementation of each of the SHIP Projects. The implementation of the Projects should be capable of being executed lawfully, efficiently and with minimal project implementation capacity and experience on the part of the Project owners. The Project owners are each of the PSET Institutions participating in the Programme (“**the Project Owners**”).

In addition to the above, the Transaction Advisor will be required to render accompanying, additional or ancillary services. These are further described in the appropriate sections below.

PHASES OF THE SHIP PROGRAMME

1.1.1. Project Phases and Clusters

To make the Programme more manageable from a scheduling and budget perspective, SHIP MO has divided the Programme into phases. Each phase of the Programme is itself, further divided into clusters of Projects. **Table 1** below lists the Project phases, from Phase 1 to Phase 5. The table further shows the target implementation dates for the respective Projects under each phase. Finally, the table shows the number of Beds sought to be developed under each phase. “Implementation” refers to the post-“final-investment-decision” phase, comprising largely, financing, construction and finally, beneficial operation of the facilities.

Financial Year (Year of Implementation)	Phase 1 Beds	Phase 2 Beds	Phase 3 Beds	Phase 4 Beds	Phase 5 Beds	Total
20/21	3 273	-	-	-	-	3 273
21/22	-	-	-	-	-	0
22/23	6 448	-	-	-	-	6 448
23/24	6 340	7 348	-	-	-	13 688
24/25	3 500	17 050	22 500	-	-	43 050
25/26	-	-	22 500	30 000	-	52 500
26/27	-	-	-	30 000	40 000	70 000
28/29	-	-	-	30 000	40 000	70 000
29/30	-	-	-	-	41 041	41 041
Total Beds	19 561	24 398	45 000	90 000	121 041	300 000

Table 1: SHIP Project Phases

Phase 1 of the Programme constitutes 6.52% of the Programme’s total Bed target and is either completed, in construction or undergoing pre-construction procurement or financing. Phase 2 constitutes 8.13% of the Programme’s total Bed target. The bulk of the Programme (i.e., the remaining 85.35% of the total Bed target) will be completed as part of Phases 3, 4 and 5. The Services to be rendered by the Transaction Advisor will be immediately applicable to Phase 2 of the Programme but will ultimately shape the implementation of the remainder of the Programme during Phases 3, 4 and 5. In the light of this, the Services to be rendered by the Transaction Advisor are crucial for the success of the entire Programme.

1.1.1.1. Phase 1 Projects

For the sake of completeness, the PSET Institutions forming part of Phase 1 Projects are (i) the University of Fort Hare, (ii) Nelson Mandela University, (iii) North-West University, (iv) the University of the Western Cape, (v) the University of Limpopo and (vi) Sefako Makgatho Health Sciences University, (vii) King Hintsa TVET College, (viii) Vaal University of Technology, and (ix) University of Zululand.

1.1.1.2. Phase 2 Projects

Most of SHIP MO’s current efforts are dedicated to feasibility study work for Projects forming part of Phase 2 of the Programme. Phase 2 is divided into 3 clusters as follows:

Cluster	Phase 2 Projects
Cluster 1	University of Johannesburg Lephalale TVET College Vhembe TVET College Sekhukhune TVET College
Cluster 2	University of KwaZulu-Natal Tshwane University of Technology Majuba TVET College Gert Sibande TVET College
Cluster 3	Cape Peninsula University of Technology Walter Sisulu University Central University of Technology Northlink TVET College

Table 2: List of Phase 2 Projects, arranged by Cluster

Cluster 2 (i.e., University of KwaZulu-Natal, Tshwane University of Technology, Majuba TVET College and Gert Sibande TVET College) is the most advanced group of projects in this Phase 2; and will accordingly proceed to project implementation before clusters 1 and 3 (of Phase 2). Phases 3, 4 and 5 of the Programme are receiving attention, but the projects in these phases are mostly in early conceptualisation (see **Table 1**), with detailed conceptualisation yet to commence in earnest.

1.2. THE INFRASTRUCTURE FUND AND ITS COLLABORATION WITH SHIP MO

The success of the Projects is dependent, to a large degree, on financial affordability. Affordability in turn, requires the availability of funding at favourable or concessionary terms (be it grant or debt funding). Affordable funding has not always been readily accessible in the PSET sector. To address this funding gap, the Minister of Finance announced in the 2020 Budget Speech that Government had committed to a R791.2 billion infrastructure investment drive. The Minister further announced that Government had started partnering with the private sector and other players, to roll out social infrastructure through initiatives such as the “blended-finance” Infrastructure Fund. Blended finance may be understood as the strategic combination of philanthropic funds, including governmental grant funding, with private developmental funding, to mobilise private investment in qualifying projects.

The Infrastructure Fund, which is housed in and managed by the DBSA, is a platform established by Government to help drive infrastructure funding partnerships between Government and private sector funders. Therefore, in addition to serving as a portal for accessing blended-finance funding for infrastructure projects and programmes, the Infrastructure Fund provides other forms of financing and ancillary support to these projects and programmes. Given the need for the accelerated delivery of social infrastructure in the country, it is anticipated that the Infrastructure Fund will be one of the main platforms through which PSET Institutions will access funding for their projects. One of the main strengths of the Infrastructure Fund is that it is positioned as a single financing interface for qualifying projects (as a mandated lead arranger). Further,

it promotes and instils best-practice procurement principles, as well as accelerates implementation activities and portfolio management.

The Infrastructure Fund is collaborating with SHIP MO to design blended-finance funding solutions for SHIP MO Projects, starting with Phase 2 of the Programme. The extent of this collaboration is revealed in further detail in section 1.8.3 (*Blended Finance and Phase 2*) below.

PROJECT EXECUTION MODELS

Depending on feasibility study findings, the SHIP Projects will be implemented through specific commercial or project execution models. These commercial or project execution models will shape the contractual terms and commercial obligations of the Project participants, as they will also inform the applicable funding structures.

The models are briefly discussed in turn below.

1.3. Conventional Model (On-Balance Sheet Funding)

The classic Conventional Model entails an institution undertaking the development (i.e., the construction), including financing and procurement, through an Engineering, Procurement and Construction (EPC) contract. The institution will rely on its balance sheet to finance the project, which could include the utilisation of the institution's financial reserves and available borrowing capacity. DHET grants such as the Efficiency Grant (**IEG**) or College Infrastructure Efficiency Grant (**CIEG**) could be accessed to augment the institution's funding sources.

In addition to the above, the institution will also place reliance on its internal human resources for the development and execution of the project; and may employ a third-party implementing agent, depending on the size of the project. The student housing facility is generally developed on the institution's land. Alternatively, land is specifically acquired for the development and it remains the property of the institution through the life of the project. The management of the facilities is also overseen by the Institution.

1.4. Semi-Conventional Model (Off-Balance Sheet Funding)

The classic Semi-Conventional Model constitutes off-balance sheet funding. It is different from the Conventional Model (see 1.3 above) in that debt funding provided does not rely on the strength of the institution's balance sheet. Further, the financier does not hold a mortgage over the facility as security. Instead, Government's NSFAS allocations to individual students are used as some form of future cashflow guarantee. This is because the project cost structure is designed around the rent payable, which is assumed within the range for NSFAS funded students. For more detail on NSFAS, please see the website www.nsfas.org.za .

This model also enables the institution to leverage its IEG or CIEG allocations to deliver more Beds and to de-risk the project by using ring-fenced cashflows from NSFAS; and by having free cashflow available to service debt. This enables funders to have certainty of cashflow and therefore provide funding at cheaper rates. Overall, this reduces the overall cost of the funding and the inherent risk profile, and cost of the project.

1.5. Accreditation Model (AM)

This classic Accreditation Model requires private developers to fully construct the student housing facility, after which, the institution verifies that the facility complies with the Policy on Minimum Norms and Standards, at which point it issues an accreditation to the facility. The validity of the accreditation period ranges from one to three years. The accredited facility is operated and managed privately on the back of the accreditation.

1.6. Concession Development Model: Institution-Owned Land Development (CDM)

Where an institution has available land (either its own or provided to it by the State) for the development of student housing, the actual development process could be outsourced to a private developer through a concession, with the period of the concession ranging between 20 and 30 years, depending on financial considerations. After the lapse of the concession, the facility will be transferred to the institution, at no cost. This is often described as a “*Build, Own, Operate and Transfer*” (**BOOT**) model. It must be stressed that no guarantees will be issued by Government to back the concession contractor. Private developers assume the development risk on the strength of the long-term concession contract and a partially mitigated market risk.

This classic Concession Development Model follows a two-stage procurement process, where the first stage is open to all qualifying bidders, with evaluations being based on the credentials of the bidding private developers. The second stage comprises the conclusion of key project agreements, proposed technical solution and the confirmation of project debt and equity commitments. Only the few top (two or three) bidders - with the highest points - are considered for the second stage, where they will be evaluated based on price and economic development impact.

1.7. Privately-Owned Land Development Model

This model is comparable to the CDM in section 1.6 (*Concession Development Model: Institution-Owned Land Development (CDM)*) above, with the difference being that the private developers own the land intended for student housing development, or the buildings. Like the CDM, the development will be underpinned by a long-term lease agreement (10 – 15 years) to support bankability. However, this model should ideally only be considered where the institution does not have suitable land or buildings, or if suitable land cannot be sourced from the State (see 1.6 above).

1.8. Execution Model Emerging for Phase 2: The DBO&M (“Turnkey”) Model

1.8.1. DBO&M Commercial Model

As part of the feasibility work currently being undertaken for Phase 2 Projects, a variant of the Semi-Conventional Model described in paragraph 1.4 (*Semi-Conventional Model*) above is emerging as the most likely to be followed in implementing the projects in this phase of the Programme, subject of course, to the Project Owners making a final investment decision. In terms of this model, the Design, Build, Operate and Maintain or Turnkey principle is envisaged. For the purposes of this document, the model is referred to as the “**DBO&M**” or “**Turnkey Model**”.

As the mandating party and project owner, the Institution will implement the Project by appointing a third-party developer on an arm’s length development or project contract. The developer, which can be a single entity, a consortium or a joint venture, will design, build, operate and maintain the student housing facility for an agreed period of time, all risks allocated and priced as appropriate. Where risks cannot be allocated efficiently (e.g., the risk of physical damage to or destruction of the facility), insurance will be considered to the extent necessary.

A long-term period is envisaged for the “operating and maintenance” (O&M) component (e.g., 20 years).

While the DBO&M model emerging from the feasibility work envisages that the developer will be responsible for the operation and maintenance of the facility, there is a possibility of further variants to the model, such as a case where the Institution or even another appointed third party, will be responsible for the operation and maintenance of the student housing facility. There may also be a variant where the “design and construct” (D&C) responsibilities are with one third-party entity, while the “operate and maintain” (O&M) responsibilities are with another, but in the same consortium. Nonetheless, from the perspective of the Institution, the ideal is a fully turnkey solution, where the design, construction, operation, and maintenance are the responsibility of the developer or a third party other than the Institution.

1.8.2. DBO&M Financing Structure

Also ideal from the perspective of the Institution would be financing on a non-recourse basis, where debt funding is raised on the strength of the revenues to be generated by the Project. As Project Owner, the Institution will be responsible for arranging development funding and will be the borrowing party. The envisaged financing structure entails the ring-fencing of the revenues in a dedicated bank account. “*Revenues*” in this instance, refers to the allocation made by the NSFAS to each student utilising the facility and alternately, rental paid by self-funded students. On the one side of the coin, the revenues will accrue to the Institution, with a portion used by the institution for loan and interest repayments. On the other side of the coin, the Institution will assume the risk of student default.

While non-recourse debt would be ideal from the perspective of the Institution, limited recourse may be required by lenders. Examples include (i) a cession of the rental (*in securitatem debiti*) in favour of lenders or on the extreme end, (ii) a general notarial bond over the movable assets of the Institution; or (iii) a mortgage over the land where the student housing facility is developed.

The NSFAS allocations are not likely to be capable of being ceded because by nature, they are allocations that “follow each student”, rather than allocations to the Institutions *per se*. Therefore, given the importance of NSFAS allocations to the funding structure, to the extent that there is a security gap from the perspective of the lenders, the lenders may require a Government guarantee for the Institution’s loan repayment obligations. However, this will require the consent of the Minister of Finance under the Public Finance Management Act, 1999. Notwithstanding this, the ring-fencing of revenues, together with any allowable cession, will provide debt funders with security, while eliminating the need for a separate special-purpose vehicle.

1.8.3. Blended Finance and Phase 2

To the extent that part of the funding is to be sourced from National Treasury, applications for funding will be made with the assistance of the Infrastructure Fund, acting as the portal for access to the funding; and with the collaboration of SHIP MO. SHIP MO would have entered into an implementation agreement with the applying Institution, to support and facilitate the Institution’s development activities. IEG or CIEG grant funding (see 1.4 above) may also be leveraged to augment debt sources of finance, as may the Institutions own pool of capital.

The resultant funding structure will be a “blended-finance” package as described in paragraph 1.2 (*The Infrastructure Fund and its Collaboration with SHIP MO*); which will be syndicated between public and private sector funders.

For the purposes of Phase 2 of the Programme (and Cluster 2, in particular), the DHET has in fact applied for grant funding from National Treasury’s Budget Facility for Infrastructure (BFI). The application, which was made with the facilitation of the Infrastructure Fund, collaborating with SHIP MO, seeks to unlock National Treasury funding while augmenting other potential funding sources. Therefore, the contemplated funding structure is premised on the “crowding in” of public and private sector funders as depicted in **Figure 1** (DBO&M or Turnkey Model) below. The outcome of the application for funding had not yet been received as at the time of compiling this document.

The balance of the blended-finance funding will be raised:

- (i) by the IF from the private sector finance institutions, including established lenders (e.g., commercial banks and DFIs), the capital markets (pension funds) and other funding sources (infra bonds etc.), or
- (ii) by the Institutions as borrowers, or
- (iii) by the Institutions as capital contributors, or

(iv) by the Institutions, relying on grants such as the IEG or the CIEG.

1.8.4. Diagrammatical Representation of the DBO&M Model

The DBO&M or Turnkey Model is illustrated in **Figure 1** below.

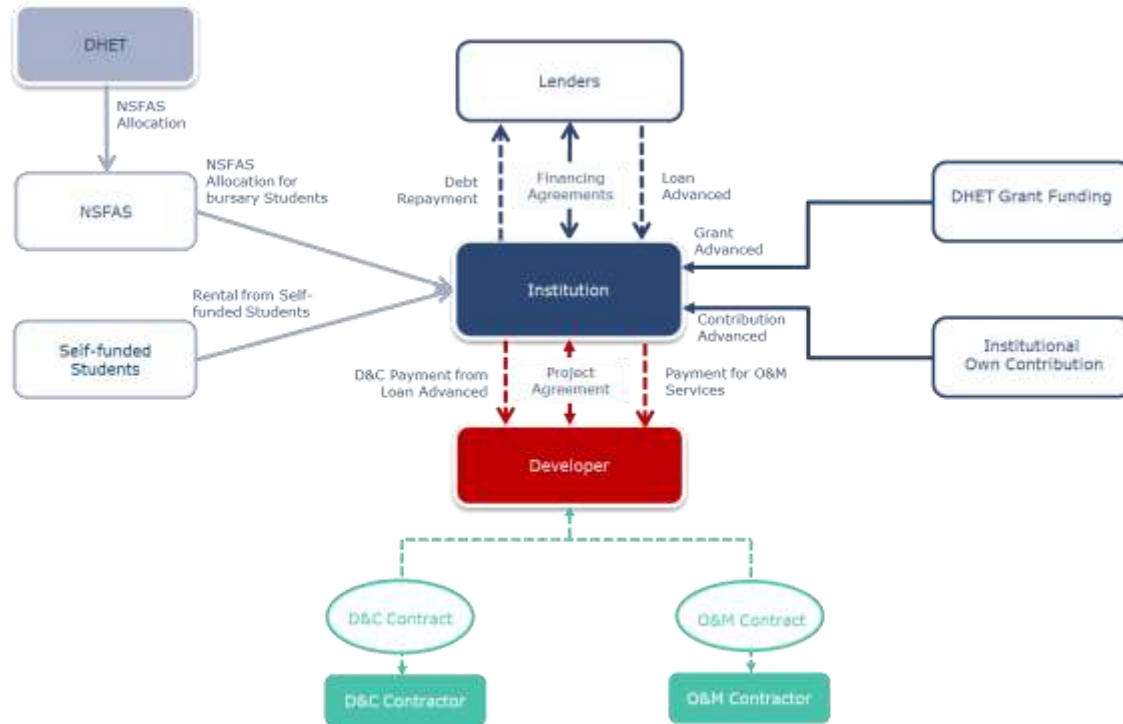


Figure 1: DBO&M or Turnkey Model

As part of the process of developing the standardised documents, the Transaction Advisor will be required to give consideration to, among other things, the legal, financial, risk and practical implications of this model (and all the other models, for that matter). The DBSA has undertaken some conceptual work in this regard. Upon appointment, the Transaction Advisor will be furnished with some of the conceptual work that has been undertaken. This conceptual work will be shared to augment the Transaction Advisor’s assessment of the primary issues; and not to eliminate the Transaction Advisor’s duties in performing this component of the scope of work.

SCOPE OF WORK AND DELIVERABLES

1.9. PART A – SCOPE OF WORK FOR SHIP PHASE 2

1.9.1. Description of the Scope of Work: The Standardisation Project (Scope 1 of 5)

Phase 2 of the Programme is described in more detail in section 1.1.1.2 (*Phase 2 Projects*) above. As previously stated, projects under Cluster 2 of the Programme will be the first group of Phase 2 Projects that will reach the implementation or execution phase (i.e., financing and construction). It is envisaged that the

DBO&M Model and blended-finance structure will be utilised for this Phase. See 1.8 above for a discussion of this model and structure.

Taking this into account, and as **Part A** of the scope of work, the Transaction Advisor is required to undertake the following scope of work:

Scope 1(a) of 5: Focusing specifically on the project execution schedule for Phase 2 of the Programme, the Transaction Advisor is required to design, develop and produce, (i) standard documents, and (ii) harmonised processes, to support the (iii) financing and (iii) implementation of the SHIP Projects (“the Standardisation Project”).

Figure 2: Scope 1(a) of 5 (the Standardisation Project)

The Transaction Advisor will be required to produce standardised documents meeting the implementation schedule of Phase 2 and particularly, Cluster 2 of the phase. Further, the Transaction Advisor must take into account the contemplated project execution or commercial model; and financing structure, which are described in more detail in section 1.8 above (*Execution Model Emerging for Phase 2: The DBO&M [Turnkey] Model*). The implementation schedule which will be followed by SHIP MO in the implementation of the Projects in Cluster 2 of Phase 2 is as follows:

Key Milestones	Target Date*
Completion of Feasibility Studies	Completed
Institutions take Financial Investment Decision	30 Nov 21
BFI Application Response letter (BFI) – Application for BFI Funding	30 Nov 21
2022 Medium Term and Expenditure Framework (MTEF) Draft Allocation Letter	30 Nov 21
RFQ issued to market:	14 Mar 22
2022 MTEF Final Allocation Letter	31 Jan 22
RFP Issued to shortlisted bidders	11 May 22
Institutional council approval of preferred bidder	05 Oct 22
Appointment of Service Provider	19 Oct 22
Obtain Financial close	Feb 23
Construction Start	01 Mar 23
Construction Completed	16 Jul 24
Handover and beneficial operation	10 Sep 24

Table 3: Cluster 2 of Phase 2 - Implementation Schedule

* While care has been taken to ensure the accuracy of these dates, they may be modified depending on factors impacting the Programme schedule.

For more information on the MTEF, please visit the website:

<http://www.treasury.gov.za/publications/guidelines/2020%20MTEF%20Technical%20Guidelines.pdf>

To ensure that the Phase 2 Projects are capable of being implemented within the target schedule, SHIP MO requires that the Transaction Advisor adheres to the deliverable dates stipulated in **Table 4** (*Itemised List of Part A Deliverables*) below. In other words, the Part A deliverables ("**Part A Deliverables**") must be completed by the dates stated in **Table 4** (*Itemised List of Part A Deliverables*). "Completion" in this instance means that the Part A Deliverables are submitted in an agreed format and accepted by SHIP MO, in its sole and reasonable discretion, as being completed satisfactorily.

1.9.1.1. List of Standardised Documents (Part A)

To reiterate and for the sake of clarity, the standardised documents and processes forming part of Part A Deliverables need to support the DBO&M Model and the financing structure discussed in 1.8 above (*Execution Model Emerging for Phase 2: The DBO&M [Turnkey] Model*).

The documents identified by SHIP MO in this regard include, without limitation:

- RFQ and RFP documents;
- Accompanying POPIA provisions and informed consent forms;
- EPC contract;
- O&M contract;
- Financing agreement(s) - (As a minimum, blended-finance financing agreements);
- Concession agreements;
- Lease agreements; and
- Project or Development agreements between the Institution and the developer.

SHIP MO is currently compiling an implementation, alternatively, Services, alternatively, Consulting Agreement between SHIP MO (i.e., the DBSA) and the Project owners, in terms of which SHIP MO will provide various forms of support to the Project owners, ("**SHIP MO Implementation Agreement**") during the implementation, financing and beneficial operations phase of the Projects (i.e., post-conceptualisation, post-feasibility, or post "final-Investment-decision", up to and including beneficial operation).

The SHIP MO Implementation Agreement will also be standardised; and will be entered into between SHIP MO (i.e., the DBSA) and each of the Phase 2 Project Owners, to define, among other things, the support to be provided by SHIP MO during the Project financing and implementation phase, the extent of collaboration between SHIP MO and the Project Owners; and the availability of information required to be exchanged or provided in this regard. While it is important that the Transaction Advisor should have a basic understanding of the purpose of the SHIP MO Implementation Agreement, this agreement does not form part of the scope of work.

The standardised documents listed above may be added onto, depending on the Transaction Advisor's understanding of the required solution, provided that the intention to add documents onto the list is clearly

stated as part of the Transaction Advisor's proposal, and provided that the nature of the documents to be added on is clearly explained and accepted by SHIP MO.

1.9.1.2. Harmonised Procurement Processes (Part A)

As part of the Standardisation Project (see *Figure 2: Scope 1(a) of 5 (the Standardisation Project)* above), the Transaction Advisor is also required to develop harmonised procurement processes to be followed by all Institutions and Project role-players. The processes should be founded on transparency and simplicity to the extent possible. Further, the processes should be in line with all applicable procurement legislation including, among others (i) the Constitution, (ii) the Public Finance Management Act, 1999, (iii) the Preferential Procurement Policy Framework Act, 2000, (iv) the Competition Act, 1998 and (v) the Broad-Based Black Economic Empowerment Act, 2003. It is crucial that the harmonised procurement processes should be based on a procurement system which is fair, equitable, transparent, competitive and cost-effective.

Further to the above, the harmonised procurement processes should address, among other things, the following components of procurement activities:

- the process of inviting bids, RFQs or RFPs;
- administrative compliance;
- pre-qualification criteria;
- functional criteria;
- mandatory documents and information;
- the process for the submission of bids;
- the process for the evaluation and selection of the successful bidder;
- the processes for the announcement of the successful bidder; and
- the contracting process.

1.9.1.3. Stakeholder Engagement (Part A)

Once developed, the standardised documents will not be negotiable, meaning that they will become the market standard. Therefore, their development and finalisation requires key market stakeholder buy-in. Given the financing structure envisaged for projects in Cluster 2 of Phase 2 (see section 1.8 above (*Execution Model Emerging for Phase 2: The DBO&M ["Turnkey"] Model*) above), one of the key stakeholders is the Infrastructure Fund, which will be instrumental in the process of sourcing, securing, facilitating, and structuring blended-finance solutions.

Other key stakeholders include:

- the debt market universe;
- the DHET (to be engaged with the facilitation of SHIP MO);
- the private developer universe; and

- PSET Institutions, among others.

It is important that the financing principles, processes and requirements of these key stakeholders should, as far as possible, shape the contents of the standardised documents and harmonised processes. The Transaction Advisor may identify further key stakeholders, based on its scanning of the market, provided however that SHIP MO is notified of, and accepts, the addition of stakeholders beforehand.

In light of the preceding paragraphs, the Transaction Advisor will be required to:

Scope 1(b) of 5: Develop and execute a programme for key stakeholder buy-in, including criteria for determining that stakeholder buy-in has been secured.

Figure 3: Scope 1(b) of 5: Stakeholder Buy-in (Part A)

The process of securing stakeholder buy-in is an integral part of the Standardisation Project scope of work. Therefore, SHIP MO requires that it should be possible to determine whether the process has been successful or effective. Accordingly, the Transaction Advisor is required to propose criteria for assessing the extent of stakeholder buy-in, such that when the Transaction Advisor presents this task as having been completed, this should be accompanied by a clear explanation of the degree to which it has been successfully completed.

1.9.2. Description of the Scope of Work: Evaluation of Bids (Scope 2 of 5 – Part A)

Having developed (i) the standardised documents, (ii) harmonised procurement processes and (iii) having addressed secured stakeholder buy-in, the Transaction Advisor will then be required to render the following Services, still as **Part A** of the scope of work (i.e., in respect of Phase 2 of the Programme):

Scope 2 of 5: Prioritising the project execution schedule for Phase 2 (and the remainder of Phase 1) of the Programme, the Transaction Advisor is required to provide a suitably qualified team of professional advisors to evaluate all bids made by suppliers, contractors and other project role-players, towards the execution of the SHIP Projects, and to recommend successful bidders to SHIP MO and participating universities or technical vocational education and training colleges.

Figure 4: Scope 2 of 5 - Evaluation of Bids

In executing this scope 2 of 5, the Transaction Advisor shall be required to, among other things:

- plan, oversee and execute briefing activities to prospective bidders during the procurement of contractors, service providers and other project role-players;
- address any queries arising from the market, during the procurement process;
- provide any clarification requested by the market in respect of the procurement process itself and where relevant, the Projects;

- lead the bid evaluation team, assist and advise SHIP MO during the evaluation of submissions received from bidders; and
- assist SHIP MO and as necessary, the Project owners, during the contracting process.

1.9.3. Description of the Scope of Work: Documents for Monitoring and Evaluation of Construction and the Implementation Phases of the Programme (Scope 3 of 5 – Part A)

Finally, and as **Part A** of the Scope of Work, the Transaction Advisor will be required to render the following Services:

Scope 3 of 5: Prioritising the project execution schedule for Phase 2 (and the remainder of Phase 1) of the Programme, the Transaction Advisor will be required to develop and produce a set of documents and processes to be used by SHIP MO, to monitor and control the quality and progress of the Projects.

Note: SHIP MO is intending to enter into an implementation, alternatively, services, alternatively, consultancy agreement with the Project owners, in terms of which SHIP MO will provide various forms of support to the Project owners, including “monitoring services (“the SHIP MO Implementation Agreement”)”. The SHIP MO Implementation Agreement is in the process of being compiled and is not part of the scope of Services.

Figure 5: Scope 3 of 5 (Part A) - Tracking Tools

As part of this scope 3 of 5, the Transaction Advisor is required to develop a set of documents, forms, tools, approaches or checklists to be used by SHIP MO to track and monitor the quality, output and progress of the work undertaken by contractors, service providers and other project role-players (**“Tracking Tools”**). Ideally, the Tracking Tools should form part of the agreements governing the services rendered by the contractors, service providers and other project role-players. Alternatively, the Tracking Tools should be incorporated in these agreements by reference.

As a minimum, the Tracking Tools should allow SHIP MO to:

- compare actual Project progress or results against plans or projections;
- implement an early-warning system for cost or schedule deviations;
- produce a Project performance dashboard for reporting purposes;
- analyse actual or projected performance data, to determine if corrective or preventative action should be recommended;
- monitor the Projects to timely identify, report risks and ensure suitable risk plans are put in place;
- document all Project information throughout the Project lifecycle;
- obtain and record all Project information that provides project status, measurements of progress and forecasting to update costs and schedule information that will be reported to all key stakeholders including, funders, the DHET and the institutions themselves; and

- monitor all approved Project or scope change requests.

The Tracking Tools should have both monitoring and reporting capabilities; and they should prioritise ease of use or interpretation, without sacrificing important detail.

1.9.4. List of Deliverables (Part A)

For ease of reference, the **Part A Deliverables** are summarised as:

- the Standardisation Project, being (i) the development of standardised procurement documents; (ii) the development of harmonised procurement processes; and (iii) the securing of stakeholder buy-in for Phase 2 of the Programme;
- the evaluation of bids; and
- the development of Tracking Tools for Phase 2 and the remainder of Phase 1 of the Programme.

The Part A Deliverables are itemised by sub-task and delivery date as follows:

Deliverable	Description	Delivery Date
PART A – SCOPE OF WORK FOR PHASE 2 OF THE PROGRAMME		
Deliverable 1: Assignment Implementation Plan (to be presented to and confirmed by SHIP MO).	Implementation Plan: Standardisation of Documents	
	<ul style="list-style-type: none"> • List of documents to be standardised (to be confirmed by SHIP MO). • As a minimum, documents include: <ul style="list-style-type: none"> - RFQ and RFP documents; - Accompanying POPIA provisions and informed consents; - EPC contract; - O&M contract; - Financing agreement(s) – as a minimum, blended-finance financing agreements; - Concession agreements; - Lease agreements; and - Project or Development agreements between the Institution and the developer. 	26 Nov 21
	<ul style="list-style-type: none"> • Presentation of implementation plan to SHIP MO 	26 Nov 21

Implementation Plan: Harmonisation of Procurement Processes	
<ul style="list-style-type: none"> List of procurement processes to be harmonised (to be confirmed by SHIP MO). As a minimum, processes to be harmonised include: <ul style="list-style-type: none"> The process of inviting bids, RFQs or RFPs. Administrative compliance. Pre-qualification criteria. functional criteria. Mandatory documents and information. The process for the submission of bids. The process for the evaluation and selection of the successful bidder. The processes for the announcement of the successful bidder. The contracting process. 	26 Nov 21
Implementation Plan: Key Stakeholder Buy-in	
<ul style="list-style-type: none"> Stakeholder engagement roadmap, with (i) a list of stakeholders to be engaged with; and (ii) timeline for the engagement process. As a minimum, stakeholders include: <ul style="list-style-type: none"> The Infrastructure Fund. The debt market universe. The DHET (to be engaged with the facilitation of SHIP MO). The private developer universe. PSET Institutions. 	26 Nov 21
<ul style="list-style-type: none"> Methodology to be used to engage with stakeholders. 	26 Nov 21
<ul style="list-style-type: none"> Criteria for assessing the success of the stakeholder engagement process. 	26 Nov 21
<ul style="list-style-type: none"> A discussion between SHIP MO and the Transaction Advisor, of potential challenges in the engagement process; with proposals on how these might be addressed. 	03 Dec 21
Overarching Project Roadmap	
<ul style="list-style-type: none"> Overarching Part A Project roadmap with completion dates for each of the Part A Deliverables. 	26 Nov 21
<ul style="list-style-type: none"> Confirmation of agreed format for the submission of Deliverables. 	26 Nov 21
Scope 1 of 5: Focusing specifically on the project execution schedule for Phase 2 of the Programme, the Transaction Advisor is required to design, develop and produce, (i) standard documents, and (ii)	

harmonised processes, to support the (iii) financing and (iii) implementation of the SHIP Projects (“the Standardisation Project”).		
<p>Deliverable 2:</p> <ul style="list-style-type: none"> Standardised documents to be delivered to SHIP by the stated dates and in the agreed format. 	<ul style="list-style-type: none"> RFQ and RFP documents. 	17 Dec 21
	<ul style="list-style-type: none"> Accompanying POPIA provisions and informed consents. 	
	<ul style="list-style-type: none"> Fully termed EPC contract. 	
	<ul style="list-style-type: none"> Fully termed O&M contract. 	
	<ul style="list-style-type: none"> Fully termed financing agreement(s) 	
	<ul style="list-style-type: none"> Fully termed concession agreement 	
	<ul style="list-style-type: none"> Fully termed lease agreement 	
	<ul style="list-style-type: none"> Fully termed Project or Development agreements between the Institution and the developer. 	
	<ul style="list-style-type: none"> Fully termed financing agreement 	
	Harmonisation of Procurement Processes	
<p>Deliverable 3:</p> <ul style="list-style-type: none"> Harmonised procurement processes. 	<ul style="list-style-type: none"> The process of inviting bids, RFQs or RFPs. 	17 Dec 21
	<ul style="list-style-type: none"> Administrative compliance. 	
	<ul style="list-style-type: none"> Pre-qualification criteria. 	
	<ul style="list-style-type: none"> functional criteria. 	
	<ul style="list-style-type: none"> Mandatory documents and information. 	
	<ul style="list-style-type: none"> The process for the submission of bids. 	
	<ul style="list-style-type: none"> The process for the evaluation and selection of the successful bidder. 	
	<ul style="list-style-type: none"> The processes for the announcement of the successful bidder. 	
	<ul style="list-style-type: none"> The contracting process. 	
	Stakeholder Buy-in	
<p>Deliverable 4:</p> <ul style="list-style-type: none"> Stakeholder engagement 	<ul style="list-style-type: none"> Stakeholder engagement process to be undertaken concurrently with the development of standardised documents and harmonisation of procurement processes. 	03 Jan – 18 Feb 22
	<ul style="list-style-type: none"> Stakeholder engagement report: <ul style="list-style-type: none"> -Process. -Stakeholders engaged with. -Results. 	25 Feb 22
<p>Scope 2 of 5: Prioritising the project execution schedule for Phase 2 (and the remainder of Phase 1) of the Programme, the Transaction Advisor is required to provide a suitably qualified team of professional advisors to evaluate all bids made by suppliers, contractors and other project role-players, towards the execution of the SHIP Projects, and to recommend successful bidders to SHIP MO and participating universities or technical vocational education and training colleges.</p>		
<p>Deliverable 5:</p> <ul style="list-style-type: none"> Evaluation of bids 	<ul style="list-style-type: none"> List of professionals to form part of the team of evaluators 	04 Feb 22

	<ul style="list-style-type: none"> • Bid process roadmap with target dates for significant milestones 	04 Feb 22
	<ul style="list-style-type: none"> • Attendance at the committee evaluating bids received (RFQ) 	13 Apr – 10 May 22
	<ul style="list-style-type: none"> • Attendance at the committee evaluating bids received (RFP) 	04 Aug – 31 Aug 22
	<ul style="list-style-type: none"> • Written recommendation of successful bidder(s) to SHIP MO and relevant PSET Institution. 	07 Sep 22
<p>Scope 3 of 5: Prioritising the project execution schedule for Phases 2 (and the remainder of Phase 1) of the Programme, the Transaction Advisor will be required to develop and produce a set of documents and processes to be used by SHIP MO, to monitor and control the quality and progress of the Projects.</p>		
<p>Deliverable 6:</p> <ul style="list-style-type: none"> • Tracking Tools 	<p>Tracking Tools, ideally forming part of the agreements governing the services rendered by the contractors, service providers and other role-players (including during the beneficial operation phase), and which allow SHIP MO to:</p> <ul style="list-style-type: none"> • compare actual Project progress or results against plans or projections; • implement an early-warning system for cost or schedule deviations; • produce a project performance dashboard for reporting purposes; • analyse actual or projected performance data, to determine if corrective or preventative action should be recommended; • monitor the projects to timely identify, report risks and ensure suitable risk plans are put in place; • document all project information throughout the project lifecycle; • obtain and record all project information that provides project status, measurements of progress and forecasting to update costs and schedule information that will be reported to all key stakeholders including, funders, the DHET and the institutions themselves; and • monitor all approved project or scope change requests. <p>The Tracking Tools should have both monitoring and reporting capabilities; and they should prioritise ease of use or interpretation, without sacrificing important detail.</p>	30 Sep 22
<p>Deliverable 7:</p>	<p>A detailed report explaining the conditions in which each of the standardised documents and processes may be used.</p>	29 Oct 22

<ul style="list-style-type: none"> Close-Out Report 	A detailed demonstration of how the solutions provided assist SHIP MO to meet its objectives (see section 1.11 – SHIP MO Objectives).	
	Observations and lessons emerging from the assignment.	
	Debriefing to stakeholders (presentation)	
	List of completed deliverables	
	Final accounts and reconciliations	
	Handover to SHIP MO	

Table 4: Itemised List of Part A Deliverables

1.10. PART B – SCOPE OF WORK FOR SHIP PHASES 3, 4 AND 5

1.10.1. Description of the Scope of Work: The Standardisation Project (Scope 4 of 5 – Part B)

Phases 3, 4 and 5 of the Programme are highlighted in section 1.1.1 (*Project Phases and Clusters*) above. The Projects falling under these phases will be implemented after Phase 2, in accordance with the dates presented in **Table 1** (*SHIP Project Phases*) above. While the detailed execution schedule for these phases is yet to be developed, the Transaction Advisor may assume that the dates presented in **Table 1** will become the basis of the execution schedule.

Taking this into account these dates, and as **Part B** of the scope of work, the Transaction Advisor is required to undertake the following scope of work:

Scope 4(a) of 5: Focusing specifically on the project execution schedule for Phases 3, 4 and 5 of the Programme, the Transaction Advisor is required to design, develop and produce, (i) standard documents, and (ii) harmonised processes, to support the (iii) financing and (iv) implementation of the SHIP Projects (“the Second Standardisation Project”).

Figure 6: Scope 4(a) of 5 (Part B) - The Second Standardisation Project

For the sake of clarity, the Transaction Advisor will be required to produce standardised documents allowing SHIP MO to meet the Project implementation dates presented in **Table 1** in respect of Phases 3, 4 and 5. Further, the Transaction Advisor **must take into account the project execution or commercial models** described in sections:

- 1.3 (i.e., Conventional Model);
- 1.4 (i.e., Semi-Conventional Model);
- 1.5 (i.e., Accreditation Model);
- 1.6 (i.e., Concession Development Model);and
- 1.7 (i.e., Privately-Owned Land Development Model).

To ensure that SHIP MO may meet the targeted implementation schedule, the Transaction Advisor must adhere to the deliverable dates listed in **Table 5** (*Itemised List of Part B Deliverables*) below. In other words, the Part B deliverables (“**Part B Deliverables**”) must be completed by the dates stated in **Table 5**. “*Completion*” in this instance means that the Part B Deliverables are submitted in an agreed format and accepted by SHIP MO, in its sole and reasonable discretion, as being completed satisfactorily.

1.10.1.1.List of Standardised Documents (Part B)

As stated above, the standardised documents and processes forming part of Part B Deliverables need to support (i) the Conventional Model, (ii) the Semi-Conventional Model; (iii) the Accreditation Model, (iv) the Concession development Model, and (v) the Privately-Owned Land Development Model. The documents identified by SHIP MO in this regard include, without limitation:

- RFQ and RFP documents;
- Accompanying POPIA provisions and informed consents;
- EPC contract;
- O&M contract;
- Financing agreement(s);
- Concession agreements (Concession Development Model);
- Lease agreements (Privately-Owned Land Development Model); and
- Project or Development agreements between the Institution and the developer.

The standardised documents listed above may be added onto, depending on the Transaction Advisor’s understanding of the required solution, provided that the intention to add documents onto the list is clearly stated as part of the Transaction Advisor’s proposal, and provided that the nature of the documents to be added on is clearly explained, and accepted by SHIP MO.

1.10.1.2.Harmonised Procurement Processes (Part B)

As part of the Second Standardisation *Project* (see *Figure 6: Scope 4(a) of 5 (Part B) - The Second Standardisation Project*), the Transaction Advisor is required to develop harmonised procurement processes to be followed by all Institutions and Project role-players. The harmonised procurement processes should be developed on the same basis described in section 1.9.1.2 (*Harmonised Procurement Processes – Part A*) above, provided that in this instance the relevant project execution models are (i) the Conventional Model), (ii) the Semi-Conventional Model), (iii) the Accreditation Model), (iv) the Concession Development Model) and the Privately-Owned Land Development Model).

The Phase 3, 4 and 5 project implementation dates (see **Table 1**) will apply.

1.10.1.3. Stakeholder Engagement (Part B)

Having developed standardised documents in respect of Phases 3, 4 and 5 of the Programme, the Transaction Advisor will be required to engage the market on the documents, to secure buy-in. Therefore, on the same basis as described in section 1.9.1.3 (*Stakeholder Engagement – Part A*) above, the Transaction Advisor will be required to undertake the following scope of work:

Scope 4(b) of 5: Develop and execute a programme for key stakeholder buy-in, including criteria for determining that stakeholder buy-in has been secured.

Figure 7: Scope 4(b) of 5 (Part B) - Stakeholder Buy-in

In this instance, the key stakeholders identified by SHIP MO are:

- the debt market universe;
- the Infrastructure Fund;
- the DHET (to be engaged with the facilitation of SHIP MO);
- the private developer universe; and
- PSET Institutions, among others.

The Transaction Advisor may identify further key stakeholders, based on its scanning of the market, provided however that SHIP MO is notified of, and accepts, the addition of stakeholders beforehand.

1.10.2. Description of the Scope of Work: Monitoring and Evaluation of Construction and the Implementation Phases of the Programme (Scope 5 of 5)

The Transaction Advisor will be required to render the following Services:

Scope 5 of 5: Focusing on the project execution schedule for Phases 3, 4 and 5 of the Programme, the Transaction Advisor will be required to develop and produce a set of documents and processes to be used by SHIP MO, to monitor and control the quality and progress of the Projects.

Figure 8: Scope 5 of 5 (Part B) - Tracking Tools

These services shall be rendered on the same basis as described in section 1.9.2 above. However, the Phase 3, 4 and 5 project implementation dates (see **Table 1**) and project execution models will apply.

1.10.3. List of Deliverables (Part B)

For ease of reference, the **Part B Deliverables** are summarised as:

- the Second Standardisation Project, being (i) the development of standardised procurement documents; (ii) the development of harmonised procurement processes; and (iii) the securing of stakeholder buy-in for Phases 3, 4 and 5 of the Programme; and
- the development of Tracking Tools for Phases 3, 4 and 5 of the Programme.

The Part B Deliverables are itemised by sub-task **and delivery date** as follows:

Deliverable	Description	Delivery Date
PART B – SCOPE OF WORK FOR PHASES 3, 4 AND 5 OF THE PROGRAMME		
Deliverable 8: <u>Assignment</u> <u>Implementation Plan</u> (to be presented to and confirmed by SHIP MO).	Implementation Plan: Standardisation of Documents	
	<ul style="list-style-type: none"> • List of documents to be standardised (to be confirmed by SHIP MO). • As a minimum, documents include: <ul style="list-style-type: none"> - RFQ and RFP documents; - Accompanying POPIA provisions and informed consents; - EPC contract; - O&M contract; - Financing agreement(s); - Concession agreements (Concession Development Model); - Lease agreements (Privately-Owned Land Development Model); and - Project or Development agreements between the Institution and the developer. 	11 March 2022
	<ul style="list-style-type: none"> • Presentation of implementation plan 	11 March 2022
	Implementation Plan: Harmonisation of Procurement Processes	
<ul style="list-style-type: none"> • List of procurement processes to be harmonised (to be confirmed by SHIP MO). • As a minimum, processes to be harmonised include: <ul style="list-style-type: none"> - The process of inviting bids, RFQs or RFPs. - Administrative compliance. - Pre-qualification criteria. - functional criteria. - Mandatory documents and information. - The process for the submission of bids. 	11 March 2022	

	<ul style="list-style-type: none"> - The process for the evaluation and selection of the successful bidder. - The processes for the announcement of the successful bidder. - The contracting process. 	
Implementation Plan: Key Stakeholder Buy-in		
	<ul style="list-style-type: none"> • Stakeholder engagement roadmap, with (i) a list of stakeholders to be engaged with; and (ii) timeline for the engagement process. • As a minimum, stakeholders include: <ul style="list-style-type: none"> - The debt market universe. - The Infrastructure Fund. - The DHET (to be engaged with the facilitation of SHIP MO). - The private developer universe. - PSET Institutions. 	11 March 2022
	<ul style="list-style-type: none"> • Methodology to be used to engage with stakeholders. 	11 March 2022
	<ul style="list-style-type: none"> • Criteria for assessing the success of the stakeholder engagement process. 	11 March 2022
	<ul style="list-style-type: none"> • A discussion between SHIP MO and the Transaction Advisor, of potential challenges in the engagement process; with proposals on how these might be addressed. 	18 March 2022
Overarching Part B Project Roadmap		
	<ul style="list-style-type: none"> • Overarching Part B Project roadmap with completion dates for each of the Part B Deliverables. 	11 March 2022
	<ul style="list-style-type: none"> • Confirmation of agreed format for the submission of Deliverables. 	11 March 2022
Scope 4 of 5: Focusing specifically on the project execution schedule for Phases 4, 5 and 6 of the Programme, the Transaction Advisor is required to design, develop and produce, (i) standard documents, and (ii) harmonised processes, to support the (iii) financing and (iii) implementation of the SHIP Projects (“the Second Standardisation Project”).		
Deliverable 9: <ul style="list-style-type: none"> • Standardised documents to be delivered to SHIP by the stated dates and in the agreed format. 	<ul style="list-style-type: none"> • RFQ and RFP documents. • Accompanying POPIA provisions and informed consents. • Fully termed EPC contract • Fully termed O&M contract • Fully termed financing agreement(s)a • Fully termed concession agreement (Concession Development Model) • Fully termed lease agreement (Privately-Owned Land Development Model) 	08 April 2022

Deliverable 10: <ul style="list-style-type: none"> Harmonised procurement processes. 	<ul style="list-style-type: none"> Fully termed Project or Development agreement between the Institution and the developer. 	
	<ul style="list-style-type: none"> Fully termed financing agreement 	
	Harmonisation of Procurement Processes	
	<ul style="list-style-type: none"> The process of inviting bids, RFQs or RFPs. 	08 April 2022
	<ul style="list-style-type: none"> Administrative compliance. 	
	<ul style="list-style-type: none"> Pre-qualification criteria. 	
	<ul style="list-style-type: none"> functional criteria. 	
	<ul style="list-style-type: none"> Mandatory documents and information. 	
	<ul style="list-style-type: none"> The process for the submission of bids. 	
	<ul style="list-style-type: none"> The process for the evaluation and selection of the successful bidder. 	
Deliverable 11: <ul style="list-style-type: none"> Stakeholder engagement. 	<ul style="list-style-type: none"> The processes for the announcement of the successful bidder. 	
	<ul style="list-style-type: none"> The contracting process. 	
	Stakeholder Buy-in	
	<ul style="list-style-type: none"> Stakeholder engagement process to be undertaken concurrently with the development of standardised documents and harmonisation of procurement processes. 	11 April- 06 May 22
	<ul style="list-style-type: none"> Stakeholder engagement report: <ul style="list-style-type: none"> - Process; - Stakeholders engaged with; - Results. 	13 May 22
Scope 5 of 5: Focusing on the project execution schedule for Phases 3, 4 and 5 of the Programme, the Transaction Advisor will be required to develop and produce a set of documents and processes to be used by SHIP MO, to monitor and control the quality and progress of the Projects.		

<p>Deliverable 12:</p> <ul style="list-style-type: none"> Tracking Tools. 	<p>Tracking Tools should, ideally forming part of the agreements governing the services rendered by the contractors, service providers and other role-players (including during the beneficial operation phase), and which allow SHIP MO to:</p> <ul style="list-style-type: none"> compare actual Project progress or results against plans or projections; implement an early-warning system for cost or schedule deviations; produce a project performance dashboard for reporting purposes; analyse actual or projected performance data, to determine if corrective or preventative action should be recommended; monitor the projects to timely identify, report risks and ensure suitable risk plans are put in place; document all project information throughout the project lifecycle; obtain and record all project information that provides project status, measurements of progress and forecasting to update costs and schedule information that will be reported to all key stakeholders including, funders, the DHET and the institutions themselves; and monitor all approved project or scope change requests. <p>The Tracking Tools should have both monitoring and reporting capabilities; and they should prioritise ease of use or interpretation, without sacrificing important detail.</p>	<p>30 Sep 22</p>
<p>Deliverable 13:</p> <ul style="list-style-type: none"> Close-Out Report 	<ul style="list-style-type: none"> A detailed report explaining the conditions in which each of the standardised documents and processes may be used. A detailed demonstration of how the solutions provided assist SHIP MO to meet its objectives (<i>see section 0 – SHIP MO Objectives</i>). Observations and lessons emerging from the assignment. Debriefing to stakeholders (presentation) List of completed deliverables Final accounts and reconciliations Handover to SHIP MO 	<p>31 Oct 22</p>

Table 5: Itemised List of Part B Deliverables

1.11. SHIP MO OBJECTIVES

As part of the Deliverables discussed above (**Part A Deliverables and Part B Deliverables**), the Transaction Advisor will be required to demonstrate that the solutions provided will assist SHIP MO to meet the following SHIP MO strategic objectives:

- the standardised procurement documents and processes should set the industry standard regarding, among other things, contractual terms and approach on the assessment and allocation of risk;
- the standardised and harmonised solutions should support a long-term contracting framework, which facilitates the bankability of projects, while attracting debt funding at an appropriate level of risk;
- once stakeholder buy-in has been secured, the procurement documents and terms should not be further negotiable;
- PSET Institutions should be able to navigate the project implementation phase with minimal skill and demand on resources;
- the solutions should promote a harmonised approach to project implementation, as well as transparency and predictability in transacting activities;
- the participation of private developers and institutional investors and financiers should be promoted through clear standard terms and well-structured contracting tools and processes;
- the blending of private and Government funding should be accommodated (i.e., blended finance);
- the departmental or ministerial approval processes need to be optimised, to enable student housing development at participating PSET Institutions; and
- SHIP MO should be able to continue to support the PSET institution as an advisor, facilitator, procuring agent or a source of monitoring support during procurement, construction and beneficial operation.

PRE-QUALIFICATION CRITERIA

1.12. Skills and Experience

The Transaction Advisor must have both the skills and experience necessary to undertake the tasks set out in this Terms of Reference. In addition, the Transaction Advisor must be able to demonstrate a comprehensive understanding of the requirements of the assignment.

The Transaction Advisor's project lead or coordinator must have proven client relationship management skills and experience with managing multifunctional teams, and be in good standing in all respects, including ethically and professionally. Further, the lead or coordinator (**WHO MUST BE SPECIFIED**) must be appropriate for the role, have adequate experience and be professionally registered where applicable. Proposed team members must be personally available to undertake the work as and when required to do so.

The Transaction Advisor must be able to produce a set of standardised documents and processes that in addition to meeting the objectives specified in 1.11 (*SHIP MO Objectives*), address the main project finance risk areas and bankability dimensions in respect of the contemplated projects. These include:

- socio-economic and political considerations;
- commercial, legal and regulatory considerations;
- technical and project-specific considerations;
- project financial and commercial structure; (5) third-party risk allocation; and
- other related contractual arrangements.

Accordingly, the Transaction Advisor's team should at a minimum consist of the following key personnel, each of whom must have knowledge and experience as listed in **Table 6** (*Minimum Qualifications and Experience*) below:

- **ONE LEGAL LEAD SPECIALIST;**
- **ONE TECHNICAL LEAD SPECIALIST; AND**
- **ONE FINANCIAL LEAD SPECIALIST.**

In addition to the above, the Transaction Advisor must demonstrate that the support team comprises at least:

- **one suitably qualified economic specialist; and**
- **one suitably qualified environmental specialist.**

The Transaction Advisor must further demonstrate that forming part of its team are personnel with experience in GREEN FINANCE OR PROJECT-FINANCED GREEN BUILDING SOLUTIONS (i.e., green structures and resource-efficient building processes aimed at environmental mitigation), including, as an example, the consideration of environmental and climate factors (such as the EDGE greening methodology, which focuses on water savings, energy savings, embodied energy in material savings, CO2 savings, etc., including alternative building technologies).

The Transaction Advisor may have the key personnel in its direct employ or may have access to the personnel through contractual arrangements, such as partnerships, teaming or joint bidding agreements, which must be indicated together with the date when they were concluded. The key personnel must meet the following minimum criteria:

NO.	MINIMUM EXPERTISE REQUIRED	PRE-QUALIFICATION CRITERIA	REQUIRED DOCUMENTARY EVIDENCE
1.	LEGAL SPECIALIST		
1.1.	Relevant academic qualification.	Bachelor's degree or above in the legal field (e.g., LL.B, B.Proc, B.Juris).	<ul style="list-style-type: none"> • Certified copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Foreign academic qualifications must be accompanied by a valid SAQA certificate; AND • CV.
1.2.	Registration with a professional body.	<ul style="list-style-type: none"> • Admission as an Attorney in the High Court of South Africa. • Registration with the South African Legal Practice Council (LPC) or equivalent. 	<ul style="list-style-type: none"> • Certified copy of certificate of admission (certification from a South African commissioner of oaths or notary public, not older than 6 months). • LPC Practitioner Number or equivalent.
1.3.	<p>With legal, regulatory, commercial and project finance considerations being the main area of focus, the key specialist must have experience the legal field, on <u>built-environment project finance</u>, on projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, and (iv)</p>	At least 6 years' post-articles experience in a recognised and mature market.	<ul style="list-style-type: none"> • A minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses and telephone numbers, in respect of projects completed in a recognised and mature market; <p>OR</p>

	<p>where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports; • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; or • advising on, drafting or reviewing private or public procurement documents, such as RFPs, RFQs, • advising on, drafting or reviewing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts. 		<ul style="list-style-type: none"> • Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market; <p><u>AND</u></p> <ul style="list-style-type: none"> • CV.
2.	TECHNICAL SPECIALIST		
2.1	Relevant academic qualification	Bachelor's degree or above in the built environment or architecture field (e.g., B.Eng. – Civil Engineering, BEngTech – Civil Engineering, Bachelor of Architectural Studies, Bachelor	<ul style="list-style-type: none"> • Certified copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Foreign academic

		of Science – Quantity Surveying, etc.).	<p>qualifications must be accompanied by a valid SAQA certificate; AND</p> <ul style="list-style-type: none"> • CV.
2.2.	Registration with a professional body.	Registration with the relevant professional body in the Republic of South Africa (e.g., South African Council for the Architectural Profession, the Association of South African Quantity Surveyors, etc.).	<ul style="list-style-type: none"> • Certified copy of certificate of registration (certification from a South African commissioner of oaths or notary public, not older than 6 months); AND • CV.
2.3.	<p>With project-specific technical considerations being the main area of focus, the key specialist must have experience in the field of architecture or quantity surveying, on <u>project-financed, built-environment projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • cost estimation and budget control; • advising on, compiling or reviewing bankable feasibility study reports, • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • advising on, drafting, reviewing or managing project <u>financing</u> 	At least 6 years' post-qualification experience (excluding in-service training) in a recognised and mature market.	<ul style="list-style-type: none"> • A minimum of one recent (not older than 6 months) contactable references, with names, physical addresses and telephone numbers, in respect of projects completed in the Republic of South Africa, a recognised and mature market; <p>OR</p> <ul style="list-style-type: none"> • Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market; <p>AND</p> <ul style="list-style-type: none"> • CV

	<p>and implementation contracts, such as:</p> <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts; <ul style="list-style-type: none"> • acting as lender's technical or project advisor; or • acting as insurer's project or technical advisor. 		
3.	FINANCIAL SPECIALIST		
3.1.	Relevant academic qualification.	<ul style="list-style-type: none"> • Bachelor's degree or Post-graduate Diploma in Developmental Finance; or • Bachelor's degree in Business Science Finance; or • BCom Finance degree. 	Certified copy of degree or where applicable, diploma (certification from a South African commissioner of oaths or notary public, not older than 6 months). Foreign academic qualifications must be accompanied by a valid SAQA certificate.
3.2.	<p>With project financial risk being the main area of focus, the key specialist must have experience in the field of Development Finance, or Project Finance, on project-financed, projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, and (iv)</p>	At least 6 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	<p>A minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses and telephone numbers, in respect of projects completed in a recognised and mature market;</p> <p>OR</p>

	<p>where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports , • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • acting as lender’s technical or project advisor; or • acting as insurer’s project or technical advisor. 		<p>Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market.</p>
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Table 6: Minimum Qualifications and Experience

When providing contactable project references for each specialist, the Bidder **must also include start and end dates of the assignment in which the specialist was directly involved**, the client’s name, specific responsibilities undertaken by the specialist for each individual referenced project, client contact details, appointment amount and to the extent possible, the project transaction, commercial or investment value. As part of the submission requirements, the Bidder is required to complete the following table indicating that they meet the minimum prequalification criteria. The Transaction Advisor should also provide the documentary evidence of this as part of its proposal, in a section clearly labelled as **“Pre-Qualification Criteria Documents”**.

Further, the confirmation-of-expertise table below (**Table 7**) should be completed and returned as part of the bid. **Should the Bidder fail to complete the table fully and honestly, the bid will be disqualified in its entirety.**

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist’s name	Y/N? (Indicate as appropriate)	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
1.	LEGAL SPECIALIST		
1.1.	Bachelor’s degree or above in the legal field (e.g., LL.B, B.Proc, B.Juris).	Y/N	

1.2.	<p>Admission as an Attorney in the High Court of South Africa.</p> <p>Registration with the South African Legal Practice Council (LPC).</p>	Y/N	
1.3.	<p>At least 6 years' post-articles experience in a recognised and mature market as follows:</p> <p>With legal, regulatory, commercial and project finance considerations being the main area of focus, the key specialist must have experience the legal field, on <u>built-environment project finance</u>, on projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, <u>and</u> (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports; • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; or • advising on, drafting or reviewing private or public procurement documents, such as RFPs, RFQs, • advising on, drafting or reviewing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); 	Y/N	

	<ul style="list-style-type: none"> - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts. <p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> • a clear project description in the CV, with start and end dates, nature of project, client and project value; and • contactable references; or • a certificate of project completion; or • a letter of appointment/completion. <p>NOTE: “Contactable References” means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> • Name of reference; • Relationship to the Bidder or key specialist; • Valid physical address of the reference; • Valid telephone number or email address of the reference; and • The project corresponding with the said reference. <p><u>Failure to provide a project description and contactable references complying with these requirements will lead to the experience not being considered due to the inability to verify it.</u></p>		
2.	TECHNICAL SPECIALIST		
2.1	Bachelor’s degree or above in the built environment or architecture field (e.g., B.Eng. – Civil Engineering, BEngTech – Civil Engineering, Bachelor of	Y/N	

	<p>Architectural Studies, Bachelor of Science – Quantity Surveying, etc.)</p> <p><u>AND</u></p> <p>Registration with the relevant professional body in the Republic of South Africa (e.g., South African Council for the Architectural Profession, the Association of South African Quantity Surveyors, etc.).</p>		
2.2.	<p>At least 6 years’ post-qualification experience (excluding in-service training) in a recognised and mature market as follows:</p> <p>With project-specific technical considerations being the main area of focus, the key specialist must have experience in the field of architecture or quantity surveying, on <u>project-financed, built-environment projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • cost estimation and budget control; • advising on, compiling or reviewing bankable feasibility study reports, • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • advising on, drafting, reviewing or managing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; 	Y/N	

	<ul style="list-style-type: none"> - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts; <ul style="list-style-type: none"> • acting as lender’s technical or project advisor; or • acting as insurer’s project or technical advisor. <p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> • a clear project description in the CV, with start and end dates, nature of project, client and project value; and • contactable references; or • a certificate of project completion; or • a letter of appointment/completion. <p><u>NOTE: “Contactable References”</u> means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> • Name of reference; • Relationship to the Bidder or key specialist; • Valid physical address of the reference; • Valid telephone number or email address of the reference; and • The project corresponding with the said reference. <p><u>Failure to provide a project description and contactable references complying with these</u></p>		
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	<u>requirements will lead to the experience not being considered due to the inability to verify it.</u>		
3.	FINANCIAL SPECIALIST		
3.1.	<ul style="list-style-type: none"> • Bachelor's degree or Post-graduate Diploma in Developmental Finance; or • Bachelor's degree in Business Science Finance; or • BCom Finance degree. 	Y/N	
3.2.	<p>At least 6 years' post-qualification experience (excluding articles or in-service training) a recognised and mature market as follows:</p> <p>With project financial risk being the main area of focus, the key specialist must have experience in the field of Development Finance, or Project Finance, on <u>project-financed, projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that have a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports , • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • acting as lender's technical or project advisor; or • acting as insurer's project or technical advisor. 	Y/N	

<p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> • a clear project description in the CV, with start and end dates, nature of project, client and project value; and • contactable references; or • a certificate of project completion; or • a letter of appointment/completion. <p>NOTE: “Contactable References” means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> • Name of reference; • Relationship to the Bidder or key specialist; • Valid physical address of the reference; • Valid telephone number or email address of the reference; and • The project corresponding with the said reference. <p><u>Failure to provide a project description and contactable references complying with these requirements will lead to the experience not being considered due to the inability to verify it.</u></p>		
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Table 7: Confirmation of Expertise

Only bids which satisfy the above pre-qualification criteria will be evaluated for Functional Evaluations and Pricing.

EVALUATION ON FUNCTIONAL CRITERIA

1.13. RESPONSES TO THE EVALUATION CRITERIA SET OUT

The proposal or bid submitted by the Bidder should at a minimum meet the pre-qualification criteria outlined above, after which it will proceed to the next level, being evaluation on functional criteria. The submissions below must be made to facilitate the evaluation of the Proposal. The electronic file submissions must be appropriately named as specified below (contained within folders if comprising more than one (1) file):

1.13.1. Resource Matrix

A **Resource Matrix** indicating the **lead specialist** and the role that each specialist will fulfil on the team (i.e., legal, technical, or financial role). **Supporting team members must also be clearly indicated, including their roles; and lead specialist that they will support must be specified.** Further and in addition to the minimum criteria listed, the team must comprise at least one suitably qualified:

- ECONOMIC SPECIALIST; AND
- ENVIRONMENTAL SPECIALIST.

Also contained in the resource matrix must be the details of the extent to which the team comprises **HISTORICALLY DISADVANTAGED INDIVIDUALS OR BLACK PEOPLE AS DEFINED IN THE BLACK ECONOMIC EMPOWERMENT ACT NO. 53 OF 2003.**

IF PREFERRED BY THE TRANSACTION ADVISOR, THE FINANCIAL LEAD SPECIALIST WILL ALSO PLAY THE PROJECT MANAGEMENT ROLE, BY COORDINATING THE ASSIGNMENT AND BEING THE PRIMARY SHIP MO INTERFACE. ALTERNATIVELY, THE LEGAL LEAD SPECIALIST MAY FULFIL THIS ROLE.

1.13.2. Curriculum Vitae

CVs for the Lead Specialist with a clear indication of which role each specialist will play on the project, namely: legal lead specialist, technical lead specialist, environmental lead specialist, financial lead specialist, or economic lead specialist (**NB: the leads, and not supporting team members will be scored under “key personnel” functional criteria. Supporting team members will however contribute towards the “staffing” score in the Project Comprehension, Approach and Methodology evaluation section).**

Each CV must:

- clearly indicate the individual’s relevant qualifications and employment history;
- contain a brief description of the key projects that the specialists have **personally** worked on, including:
 - the scope and duration of each project;
 - the location of the project;
 - the length of the individual’s tenure on the project;
 - the individual’s key activities;
 - the individual’s responsibilities; and
 - achievements on the project.

Each CV must be limited to 3 pages in length. **Certified copies of all academic and professional qualifications, as well professional body registration certifications should accompany each CV.**

1.13.3. Project Reference List

A **Project Reference List** indicating the names of up to 10 projects that are relevant to the assignment must be submitted in respect of each lead specialist. The project list should include:

- the client whom the project was completed for;
- a project completion certificate or contactable references;
- the project duration;
- the project location;
- the project approach;
- the project start and end dates;
- the project approach; and
- the project's value-add, or benefit derived from the project.

Each project description should be no longer than 150 words.

1.13.4. Methodology and Approach Proposal

A **Methodology and Approach** proposal must be included, in terms of which the Bidder must explain the methodology and approach that will be followed to achieve the project's objectives.

Also contained in the Methodology and Approach must be:

- a preliminary risk management plan for any risks identified in these terms of reference and any other risks identified by the Bidder; and
- the proposed Assignment Implementation Plan.

Only the required or reasonably essential documentation or information need be provided.

1.14. FUNCTIONAL CRITERIA SCORING

1.14.1. Detailed Functional Criteria Scoring

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS
	(Failure on the part of any key personnel to score at or above the minimum threshold on the minimum expertise will lead to the disqualification of the bidder and the rejection of the bid in its entirety)		(TOTAL: 100)
1.	LEGAL SPECIALIST		30 OUT OF 100

1.1.	<p>Bachelor's degree or above in the legal field (e.g., LL.B, B.Proc, B.Juris) and registration with a professional body.</p>	<p>Points:</p> <ul style="list-style-type: none"> • Bachelor's Degree and registration (documentary evidence of registration or valid practice number) : <u>10 points</u> • No documentary evidence of bachelor's degree and/or registration (or valid practice number) : <u>0 points</u> 	<p>10</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
1.2.	<p>At least 6 years' post-articles experience in a recognised and mature market as follows:</p> <p>With legal, regulatory, commercial and project finance considerations being the main area of focus, the key specialist must have experience the legal field, on <u>built-environment project finance</u>, on projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that are funded with or without public funding, (iii) that have a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports; • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; 	<p>Points:</p> <p>$\chi \geq 10$ years : <u>20 POINTS</u></p> <p>10 years $> \chi < 6$ years: <u>15 POINTS</u></p> <p>$\chi = 6$ years : <u>10 POINTS</u></p> <p>$\chi < 6$ years : <u>0 POINTS</u></p>	<p>20</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>

	<ul style="list-style-type: none"> • advising on, compiling or reviewing conditions precedent towards financial close; or • advising on, drafting or reviewing private or public procurement documents, such as RFPs, RFQs, • advising on, drafting or reviewing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts. 		
2.	TECHNICAL SPECIALIST		20 OUT OF 100
2.1	<p>Bachelor's degree or above in the built environment or architecture field (e.g., B.Eng. – Civil Engineering, BEngTech – Civil Engineering, Bachelor of Architectural Studies, Bachelor of Science – Quantity Surveying, etc.)</p> <p><u>AND</u></p> <p>Registration with the relevant professional body in the Republic of South Africa (e.g., South African Council for the Architectural Profession, the</p>	<p>Points:</p> <p>Bachelor's Degree and registration: <u>5 POINTS</u></p> <p>Below Bachelor's Degree and/or no registration: <u>0 POINTS</u></p>	<p>5</p> <p>(5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>

	Association of South African Quantity Surveyors, etc.).		
2.2.	<p>At least 6 years' post-qualification experience (excluding in-service training) in a recognised and mature market as follows:</p> <p>With project-specific technical considerations being the main area of focus, the key specialist must have experience in the field of architecture or quantity surveying, on <u>project-financed, built-environment projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that had a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • cost estimation and budget control; • advising on, compiling or reviewing bankable feasibility study reports, • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • advising on, drafting, reviewing or managing project <u>financing and implementation</u> contracts, such as: <ul style="list-style-type: none"> - project financing agreements; 	<p>Points:</p> <p>$\chi \geq 12$ years : <u>15 POINTS</u></p> <p>12 years > χ < 6 years: <u>10 POINTS</u></p> <p>$\chi = 6$ years : <u>6 POINTS</u></p> <p>$\chi < 6$ years : <u>0 POINTS</u></p>	<p>15</p> <p>(6 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>

	<ul style="list-style-type: none"> - project insurance agreements; - property documents or agreements for land-based developments (e.g., lease agreements); - construction and services agreements; - EPC contracts; - EPC&M contracts; - FIDIC® contracts; or - NEC® contracts; <ul style="list-style-type: none"> • acting as lender's technical or project advisor; or • acting as insurer's project or technical advisor. 		
3.	FINANCIAL SPECIALIST		20 OUT OF 100
3.1.	<ul style="list-style-type: none"> • Bachelor's degree or Post-graduate Diploma in Developmental Finance; or • Bachelor's degree in Business Science Finance; or • BCom Finance degree. 	Points: Bachelor's Degree or Post-graduate Diploma: <u>5 POINTS</u> Below Post-graduate Diploma: <u>0 POINTS</u>	5 (5 is the minimum threshold for this element. A score of 0 leads to disqualification of the proposal)
3.3.	<p>At least 6 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market as follows:</p> <p>With project financial risk being the main area of focus, the key specialist must have experience in the field of Development Finance, or Project Finance, on <u>project-financed, projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public</p>	Points: $\chi \geq 10$ years : <u>15 POINTS</u> 10 years > χ < 8 years: <u>10 POINTS</u> $\chi = 6$ years : <u>6 POINTS</u> $\chi < 6$ years : <u>0 POINTS</u>	15 (6 is the minimum threshold for this element. A score of 0 leads to disqualification of the proposal)

	<p>funding, (iii) that had a value of R200 million or above, and (iv) where the focus of the experience was on:</p> <ul style="list-style-type: none"> • advising on, compiling or reviewing bankable feasibility study reports , • advising on, compiling or reviewing due diligence reports, specifically to assess project bankability; • advising on, compiling or reviewing conditions precedent towards financial close; • acting as lender’s technical or project advisor; or • acting as insurer’s project or technical advisor. 		
6.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY		30 OUT OF 100
6.1.	<p>Comprehension, Approach and Methodology:</p> <p>The proposal:</p> <ul style="list-style-type: none"> • demonstrates a detailed proposal through <i>inter alia</i>: <ul style="list-style-type: none"> - a workplan for the execution of the scope; - a project management approach; - a clear and well-defined schedule and timeframes; - a team organogram detailing the experience and roles of key personnel and supporting team members; • provides a detailed understanding of the assignment; 	<p>Points:</p> <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope:</p> <p><u>15 POINTS</u></p> <p>Addresses all requirements, demonstrates a sound understanding of assignment, associated risks, however, did not include value-add innovations or improvements on the scope:</p> <p><u>10 POINTS</u></p>	15

	<ul style="list-style-type: none"> • shows a clear analysis of key challenges and risks associated with the assignment and provides proposals to address each of these; • offers concrete suggestions regarding the proposed methodology and approach (not duplicating the Terms of Reference) and where necessary, provides suggested amendments, additions or improvements to the proposed scope. 	<p>Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks:</p> <p><u>5 POINTS</u></p> <p>Partially addresses requirements, but overall is not convincing (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable):</p> <p><u>2 POINTS</u></p> <p>Does not address the requirement and is not detailed:</p> <p><u>0 POINTS</u></p>	
6.2.	<p>Staffing (Support Roles)</p> <ul style="list-style-type: none"> • Staffing proposal in line with requirements of the Terms of Reference and methodology proposed by bidder. • Sufficient personnel depth, given the Terms of Reference; and the approach and methodology proposed by bidder. • THE PROPOSAL MAKES A CLEAR AND COMPELLING CASE FOR SKILLS TRANSFER (TO TEAM MEMBERS) AND FOR MEANINGFUL PARTICIPATION IN THE ASSIGNMENT BY ALL TEAM MEMBERS. • EACH TEAM MEMBER HAS A CLEARLY DEFINED ROLE AND REASON FOR BEING ON THE ASSIGNMENT. 	<p>Points:</p> <p>Addresses all requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel:</p> <p><u>5 POINTS</u></p> <p>Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel:</p> <p><u>1 POINT</u></p> <p>Does not address the requirements:</p> <p><u>0 POINTS</u></p>	5

	<ul style="list-style-type: none"> • Availability of senior backstopping for key personnel - i.e., suitably qualified and experience support professionals for the following work streams): - legal; - technical; and - financial. 		
6.3			10
		<p>Team comprises 100% black people (as defined in the Black Economic Empowerment Act No. 53 of 2003):</p> <p><u>10 POINTS</u></p> <p>50% of team comprises black women, notwithstanding the 100% of the team not comprising black people (as defined in the Black Economic Empowerment Act. No. 53 of 2003)</p> <p><u>7.5 POINTS</u></p> <p>50% of team comprises black people (as defined in the Black Economic Empowerment Act Non. 53 of 2003) – not necessarily black women:</p>	

		<p><u>5 POINTS</u></p> <p>Less than 50% of team comprises black people:</p> <p><u>0 POINTS</u></p>	
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1.14.2. Functional Criteria Weighting

EVALUATION ELEMENT	MAXIMUM SCORE	WEIGHTING
Legal specialist	30	30%
Technical specialist	20	20%
Financial specialist	20	20%
Project comprehension, approach and methodology	30	30%
TOTAL	100	100%
NB: Minimum Threshold for Functional Qualification		70%

PRICING

This assignment will be a fixed-price contract. Accordingly, the Transaction Advisor is required to propose pricing on a lump sum basis, broken down using the following tables. **IT IS IMPORTANT TO NOTE THAT SHIP MO CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.**

1.15. Pricing for Part A

Deliverable	Description	Pricing (ZAR)
Deliverable 1	Assignment Implementation Plan	
Deliverable 2	Standardised documents to be delivered to SHIP by the stated dates and in the agreed format.	

Deliverable 3	Harmonised procurement processes.	
Deliverable 4	Stakeholder engagement	
Deliverable 5	Evaluation of bids	
Deliverable 6	Tracking Tools	
Deliverable 7	Close-out Report	
VAT		
Total (Part A), with VAT added		

Table 8: Pricing for Part A

1.16. Pricing for Part B

Deliverable	Description	Pricing (ZAR)
Deliverable 8	Assignment Implementation Plan	
Deliverable 9	Standardised documents to be delivered to SHIP by the stated dates and in the agreed format.	
Deliverable 10	Harmonised procurement processes.	
Deliverable 11	Stakeholder engagement	
Deliverable 12	Tracking Tools	
Deliverable 13	Close-out Report	
VAT		
Total (Part B), with VAT added		

Table 9: Pricing for Part B

1.17. Total Pricing

Scope of Work	Pricing (ZAR)
PART A: SCOPE OF WORK FOR SHIP PHASE 2	

PART B: SCOPE OF WORK FOR SHIP PHASES 3, 4 AND 5	
TOTAL:	

Table 10: Total Pricing

POPIA INFORMED CONSENT

1.18. Introduction

For purposes of this document Section 0 (hereinafter referred to as the “**Privacy Policy**”):

“**Applicable Laws**” means, local, foreign and international laws, regulations, treaties and codes, for example: Administrative Laws, Financial and Tax Laws, Company Laws, Procurement Laws and Health and Safety Laws;

“**Contractors**”, “**Consultants**”, “**Service Providers**” or “**you**” means any prospective, new or existing contractor, consultant or service provider of the DBSA;

“**DBSA**”, “**Bank**” or “**we**” means the Development Bank of Southern Africa Limited, acting in our capacity as principal or agent;

“**Personal Information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:

- the name of the person if it appears with tother Personal Information relating to the person of if the disclosure of the name itself would reveal information about the person;
- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- the biometric information of the person;
- the personal opinions, views or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

“**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

- the collection, receipt, recording, organisation, collation, storage, updating modification, retrieval, alteration, consultation or use;
- dissemination by means of transmission, distribution or making available in any other form; or
- merging, linking, as well as restriction, degradation, erasure or destruction of information;

“**Special Personal Information**” means information relating to an individual’s:

- ethnicity;
- gender;
- religious or other beliefs;
- political opinions;
- membership of a trade union;
- sexual orientation;
- medical history;
- offences committed or alleged to have been committed by that individual;
- biometric details; and
- children’s details.

This Privacy Policy sets out (i) the purpose for the collection of your Personal Information and (ii) how your Personal Information will be used by the DBSA. The Privacy Policy applies to any information, including Personal and Special Personal Information, you give to the DBSA, or which the DBSA may collect from third parties.

It is important that you read this Privacy Policy carefully before submitting any Personal Information to DBSA. By submitting any Personal Information to the DBSA, you provide consent to the Processing of your Personal Information as set out in this Privacy Policy.

The provisions of this Privacy Policy are subject to mandatory, unalterable provisions of Applicable Laws.

Please do not submit any Personal Information to the DBSA if you do not agree to any of the provisions of this Privacy Policy. If you do not consent to the provisions of this Privacy Policy, or parts of the Privacy Policy, the DBSA will not be able to engage with you and/or enter into any subsequent relationship with you.

1.19. How to contact us regarding your Personal Information

If you have any comments or questions about this Privacy Statement, please contact the Deputy Information Officer at **POPIA@DBSA.ORG**.

1.20. Amendment of this Privacy Policy

We may amend this Privacy Policy from time to time for any of the following reasons:

- to provide for the introduction of new systems, methods of operation or services;
- to comply with changes to any legal or regulatory requirement;
- to ensure that our Policy is clearer and more favourable to you;
- to rectify any mistake that might be discovered from time to time; and/or
- for any other reason which we, in its sole discretion, may deem reasonable or necessary.

Any such amendment will come into effect and become part of any contract that you have with the DBSA, when notice is given to you of the change by publication on our website. It is your responsibility to check the website often.

1.21. Privacy and indemnity

DBSA takes your privacy and the protection of your Personal Information very seriously, and we will only use your Personal Information in accordance with this Privacy Policy and Applicable Laws. It is nonetheless important that you take all necessary and appropriate steps to protect your Personal Information yourself (for example, by ensuring that all electronic passwords and access codes are kept secure).

We have implemented reasonable technical and operational measures to keep your Personal Information secure.

You hereby indemnify and hold DBSA harmless from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your Personal Information to unauthorised persons or the provision of incorrect or incomplete personal information to the DBSA.

1.22. Information which we may collect about you

- **Your or your employer or organisation's contact information**, such as name, alias, address, identity number, passport number, security number, registration number, phone number, cell phone number, vehicle make and registration number, social media user ID, email address, and similar contact data, serial numbers of equipment, details regarding the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.
- **Specific identifiers**, which are required in order to protect legitimate interests, comply with legal obligations or public legal duties, or in order to accommodate you in our workplaces, such as your race (Employment Equity related), religion (correct and fair treatment related), sexual and medical history including any medical conditions (to comply with laws and related to correct and fair treatment issues), trade union matters (to comply with laws and related to correct and fair treatment issues), and financial, credit, deviant and criminal history (to protect our legitimate interests and to perform risk assessments), as well as children's details (benefits related).
- **Account Information**, including banking details, security-related information (including usernames and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related information (including payment, shipping, and billing information), and similar data, all which are required to perform contractual matters and / or in order to provide you access to services.
- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our websites, applications, mobile applications, or social media portals or platforms including information in alerts, folders, notes, and shares of content), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version,

operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.

- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, or next steps you may make after seeing an advertisement, and marketing preferences), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Location Data**, such as the location of your device, your household, and similar location data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Your Image**, such as still pictures, video, voice, and other similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data, which are required to comply with laws and public duties.
- **Financial Information**, such as billing address, billing contact details, and similar data., tax numbers and VAT numbers, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place and / or which are required to comply with laws and public duties.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Health records** such as medical status and history, examinations, blood type, medial aid history, disability-related information, biometrics, medicals, psychometrics and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.

- **Social Media and Online Content**, such as information placed or posted in social media and online profiles, online posts, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.

We may require you to provide additional Personal Information, in order for us to meet our legal or regulatory obligations.

Where you provide us with the Personal Information of third parties you should take steps to inform the third party that you need to disclose their details to us, identifying us. We will process their Personal Information in accordance with this Privacy Policy.

1.23. How we collect information

You may provide Personal Information to us, as follows:

- **Direct collection:** You provide personal information to us when you:
 - use our websites, applications, mobile applications, or social media portals or platforms;
 - interact with us;
 - enquire about, or search for our goods or services;
 - create or maintain a profile or account with us;
 - tender to supply us with goods or services;
 - conclude a contract with us;
 - purchase or subscribe to our goods or service;
 - use our goods or services;
 - purchase, use, or otherwise interact with content, products, or services from third party providers who have a relationship with us;
 - create, post, or submit user content on our websites, applications, mobile applications, or social media portals or platforms;
 - register for or attend one of our events or locations;
 - request or sign up for information, including marketing material;
 - communicate with us by phone, email, chat, in person, or otherwise;
 - complete a questionnaire, survey, support ticket, or other information request form;
 - when you submit a quotation, or offer to do business with us, a tender or when you conclude a contract with us;
 - when you express an interest in a bursary or sponsorship.
- **Automatic collection:** We collect personal information automatically from you when you:
 - search for, visit, interact with, or use our websites, applications, mobile applications, or social media portals or platforms;
 - use our goods or services (including through a device);
 - access, use, or download content from us;
 - open emails or click on links in emails or advertisements from us;
 - otherwise interact or communicate with us (such as when you attend one of our events or locations, when you request support or send us information, or when you mention or post to our social media accounts).
- **Collection from third parties:** We collect Personal Information about you from third parties, such as:
 - your organisation and others with whom you have a relationship with that provide or publish personal information related to you, such as from our customers or from others when they create, post, or submit user content that may include your Personal Information;

- Regulatory Bodies, professional or industry organisations and certification / licensure agencies that provide or publish personal information related to you;
- third parties and affiliates who deal with or interact with us or you;
- service providers and business partners who work with us and that we may utilise to deliver certain content, products, or services or to enhance your experience;
- marketing, sales generation, and recruiting business partners;
- National Treasury, SAP, Home Affairs, Credit bureaus and other similar agencies;
- Government agencies, Regulators and others who release or publish public records; and/or
- other publicly or generally available sources, such as social media sites, public and online websites, open databases, and data in the public domain.

1.24. Use of information collected

We may use, transfer and disclose your Personal Information for the purposes of:

- **Tendering and related procurement and supply chain management procedures-legitimate purpose:** For the purposes of assessing whether you are capable and able to provide the DBSA with the required and requested goods and services in accordance with the supplied tender and / or request to contract documentation, which determination will take place as per the supply chain and procurement policies and procedures using duly appointed bid evaluation committees and / or selection personnel, in accordance with Applicable Laws.
- **Due diligence purposes - legitimate purpose:** To carry out a due diligence before we decide to engage or interact with you or to do business with you, including obtaining and verifying your credentials, including your business details, medical status, health history and related records, education and employment history and qualifications, credit and financial status and history, tax status, B-BBEE status, and or any performance or vendor related history.
- **Contract purposes – appointment as a vendor and service provider:** Where declared a successful applicant or bidder, for the purposes of appointing you as a contractor, consultant or service provider and for the purposes of carrying out the required actions for the conclusion of a contract, including the drafting and / or vetting of the related procurement and contractual documents.
- **Attending to financial matters pertaining to any transaction - conclusion of a contract:** To administer accounts or profiles related to you or your organization including registrations, subscriptions, purchases, billing events, fees, costs and charges calculations, quoting, invoicing, receipt of payments or payment of refunds, reconciliations and financial management in general.
- **Communications - legitimate purpose:** To make contact with you and to communicate with you generally or in respect of our or your requirements, or instructions.
- **Risk assessment, fraud detection and anti-bribery and corruption matters - legitimate purpose:** To carry out vendor, organizational and enterprise wide risk assessments, in order to detect and prevent bribery, corruption, fraud and abuse, to comply with Applicable Laws, as well as to identify and authenticate your access to and to provide you with access to our goods, services or premises and generally to ensure the security and protection of all persons including employees, and persons when entering or leaving our sites and operations or facilities and / or to exercise our rights and to protect our and others' rights and / or property, including to take action against those

that seek to violate or abuse our systems, services, customers or employees and / or other third parties where applicable.

- **Legal obligation and public duties:** To comply with the law and our legal obligations, including to register with Regulatory Bodies, obtain and hold permits and certificates, register for VAT, Tax, PAYE, SDL, COIDA and UIF etc. and to submit reports or provide various notices or returns, to litigate and / or to respond to a request or order from a SAP official, investigator or court official, Regulator, or public authority.
- **Security purposes: legitimate purpose and to comply with laws:** to permit you access to our offices, facilities, manufacturing or parking areas, as well as to controlled areas, for the purposes of monitoring via CCTV, your interaction and access in and from our facilities described above, and for general risk management, security and emergency incident control purposes as well as for data and cybersecurity purposes.
- **Marketing and electronic communications related thereto – consent required:** To provide you with communications regarding us, our goods and services and / or other notifications, programs, events, or updates that you may have registered asked for, and to send you offers, advertising, and marketing materials, including providing personalized advertising to you, save where you have opted out of this activity.
- **Internal research and development purposes – consent required:** To conduct internal research and development for new content, products, and services, and to improve, test, and enhance the features and functions of our current goods and services.

1.25. Disclosure of your information

Your Personal Information may be shared with our agents, sub-contractors, Regulatory Bodies and auditors as well as selected third parties who process the information on our behalf.

We may also disclose your personal information to third parties when we are entitled or obliged to do so under Applicable Law.

We may transfer your information to an agent, sub-contractor or third party who carries on business in another country, including one which may not have data protection laws similar to those of the Republic. If this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you do not wish us to disclose this information to third parties, please contact us at the contact details set out above. We may, however, then not be able to engage with you and/or enter into any subsequent relationship with you.

1.26. Retention of your information

We may retain your personal information indefinitely, unless you object, in which case we will only retain it if we are permitted or required to do so in terms of Applicable Laws. However, as a general rule, we will retain your information in accordance with retention periods set out in Applicable Laws, unless we need to retain it for longer for a lawful purpose.

1.27. Access to, correction and deletion of your personal information

You may request details of personal information which we hold about you under the Protection of Personal Information Act 4 of 2013 (“**POPIA**”) or about third parties where your rights are affected by such information under the Promotion of Access to Information Act 2 of 2000 (“**PAIA**”). Fees to obtain a copy or a description of such personal information are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

You may request the correction of personal information DBSA holds about you. Please ensure that the information we hold about you is complete, accurate and up to date. The onus is on you to advise the DBSA of any changes to your personal information, as and when these may occur.

You have a right in certain circumstances to request the destruction or deletion of and, where applicable, to obtain restriction on the processing of personal information held about you. If you wish to exercise this right, please contact us using the contact details set out above.

You have a right to object on reasonable grounds to the processing of your personal information.

For more information in this regard please read our PAIA manual, which can be found on our website at: <https://www.dbsa.org/about-us/paia-information-manual>

1.28. Complaints

Should you believe that we have utilised your personal information contrary to Applicable Laws, you undertake to first attempt to resolve any concerns with us.

If you are not satisfied with such process, you may have the right to lodge a complaint with the Information Regulator, using the contact details listed below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: infoereg@justice.gov.za

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:

RFP281/2021: APPOINTMENT OF A CONSULTANT AS A TRANSACTION ADVISOR, TO PROVIDE SERVICES TO SHIP MO, BEING THE STANDARDISATION OF PROCUREMENT DOCUMENTS FOR THE IMPLEMENTATION OF PROJECTS FALLING UNDER SHIP; AS WELL AS THE PROVISION OF ANCILLARY SERVICES.

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

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

(Name and address of organisation)

**Name and
signature of
witness**

Date

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 / persal 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"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?
 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.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

--	--	--	--

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

Annexure C

SBD 6.1

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

1..1.7

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
---	------------	------------

	√	√
--	---	---

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

De RF BE UN	WITNESSES 1. 2.
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..... SIGNATURE(S) OF BIDDERS(S)
DATE:..... ADDRESS.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

.....
SignatureDate

.....
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:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

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

CSD Registration Number:



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

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