



REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP164/2023
COMPULSORY BRIEFING SESSION DETAILS:	Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session. Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting. Join on your computer, mobile app or room device Click here to join the meeting Link: 08 August 2023 @11H00 (Johannesburg time)
CLOSING DATE:	21 August 2023
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	Procurement of a Project Finance Transaction Advisor (PFTA) for the Social Housing Programme (SHP) for the Infrastructure Fund (IF) Phase 2: Intermediate Phase.
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification via e-mail to vusiscm@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submitted documents electronically.

	➤ Written requests for clarification will be considered up to and including 17 August 2023 16:30 Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. NB: Electronic submission is encouraged for all bidders interested in this tender Closing date of this 21/08/2023 is before 23:55. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

Table of Contents

PART A 4

PART B 7

PART C 8

PART D 10

Fees and Assumptions..... 59

Annexure B 71

Annexure C 74

80/20 or 90/10 76

80/20 or 90/10 76

Annexure D 81

Annexure E..... 82

Annexure F..... 83

Annexure G 84

Annexure H 85

Annexure I..... 86

**PART A
INVITATION TO BID**

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

BID NUMBER: **RFP164/2023**

DESCRIPTION: **Procurement of a Project Finance Transaction Advisor (PFTA) for the Social Housing Programme (SHP) for the Infrastructure Fund (IF) Phase 2: Intermediate Phase.**

COMPULSORY BRIEFING: **08 August 2023** - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Closing time for the OneDrive Link submissions - **23h55 on the 21 August 2023 (Telkom Time)**

CLOSING DATE: 21 August 2023

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

- a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
- 1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
- 2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
- 2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

YES	NO	
☐	☐	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
☐	☐	Part A: Invitation to Bid
☐	☐	Part B: Terms and Conditions of Bidding
☐	☐	Part C: Checklist of Compulsory Returnable Schedules and Documents
☐	☐	Part D: Conditions of Tendering and Undertakings by Bidders
☐	☐	Part E: Specifications/Terms of Reference and Project Brief
☐	☐	Annexure A: Price Proposal Requirement
☐	☐	Annexure B: SBD4 Declaration of Interest
☐	☐	Annexure C: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure G: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.

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

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 26.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 26.6 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: vusiscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **08 August 2023** - Tender briefing will be done online via Microsoft teams.

Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Link: 08 August 2023 @11H00 (Johannesburg time) Time: 11H00 AM Johannesburg time **(Microsoft Teams)**

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number).

Link Request DATE By: **17 August 2023**

Link Request TIME By: 16H30

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

6. STATUS OF REQUEST FOR PROPOSAL

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

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential,

and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12. UNAUTHORISED COMMUNICATIONS

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

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

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

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 the outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

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

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

- 18.1 Bidders are responsible for:
 - 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 18.1.3 ensuring that their Bids are accurate and complete;

- 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 18.1.6 submitting all Compulsory Documents.
- 18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24. USE OF BIDS

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

A. Tenderers who do not adhere to 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 Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant to do business with the DBSA.	7 Working days	Y

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

26.1.2 Second Stage – Functional criteria

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

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

26.1.2 Third Stage – price

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

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

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

26.3 First Stage: Pre-Qualifying Criteria

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

26.4 Second Stage: Functional Criteria

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **70** points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

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.	FINANCIAL LEAD SPECIALIST		40 POINTS OUT OF 100
1.1.	Bachelor's degree or above in finance (i.e., finance, Financial Accountancy, Chartered Accountancy, economics, engineering, actuarial science, public or business administration, or any numeric degree)	Points: - Bachelor's Degree <u>10 points</u> - No documentary evidence of bachelor's degree <u>AND/OR</u> registration (or valid practice number): <u>0 points</u>	Maximum: 10 points (10 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
1.2.	At least 3 projects with a project value of R50 million within the built environment space.	$x \geq 3$ projects: <u>10 POINTS</u>	<u>Maximum 10 points</u>

		χ = 2 projects: <u>5 POINTS</u> χ = 1 project: <u>3 POINTS</u> Where χ is the number of projects.	
1.3.	A <u>minimum</u> of 10 years' experience in the field of <u>project finance, corporate finance, development finance or similar specialisation</u> , where the specialist provided FINANCIAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	$\chi \geq 10$ years: <u>20 POINTS</u> $\chi = 5$ years: <u>10 POINTS</u> $\chi = 0$ years: <u>0 POINTS</u> Where χ is the specialist's experience in years.	Maximum: 20 points (5 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

2.	LEGAL LEAD SPECIALIST		30 OUT OF 100
2.1	Bachelor's degree or above in the legal field (e.g., LL. B, B. Proc, B. Juris) AND registration with a professional body.	Points: - Bachelor's Degree <u>AND</u> registration (documentary evidence of registration or valid practice number): <u>10 points</u> - No documentary evidence of bachelor's degree <u>AND/OR</u> registration (or valid practice number): <u>0 points</u>	Maximum: 10 points (10 points is the maximum and <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

2.2.	At least 3 projects with a project value of R50 million within the built environment space.	$\chi \geq 3$ projects: <u>10 POINTS</u> $\chi = 2$ projects: <u>5 POINTS</u> $\chi = 1$ project: <u>3 POINTS</u> Where χ is the number of projects.	<u>Maximum 10 points</u>
2.3.	At least 8 years' experience in the legal field, with <u>a focus on project finance, corporate finance, development finance or similar specialisation</u> , where the legal specialist provided LEGAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	Points: $\chi \geq 8$ years: <u>10 POINTS</u> $\chi = 8$ years: <u>5 POINTS</u> $\chi < 8$ years: <u>0 POINTS</u> Where χ is the specialist's experience in years.	Maximum: 10 points (10 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

3.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY		30 OUT OF 100
3.1.	Comprehension, Approach and Methodology: The proposal: - demonstrates a detailed proposal through <i>inter alia</i>: - a workplan for the execution of the scope; - a project management approach;	Points: Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope: <u>15 POINTS</u> Addresses all requirements, demonstrates a sound understanding of assignment,	15

	- 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. OFFERS CONCRETE STEPS TO ENSURE MEANINGFUL PARTICIPATION OF MEMBERS OF THE TEAM	associated risks, however, did not include value-add innovations or improvements on the scope: <u>12 POINTS</u> Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks: <u>10 POINTS</u> Partially addresses requirements, but overall is not convincing (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable): <u>5 POINTS</u> Does not address the requirement and is not detailed; or does not have well-considered details: <u>0 POINTS</u>	
3.2.	Staffing (Support Roles) • 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. • AT LEAST ONE ECONOMIST AND TECHNICAL (BUILT ENVIRONMENT	Points: Addresses all requirements and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel. Provides for an economist: <u>15 POINTS</u> Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to	15

	• THE PROPOSAL MAKES A CLEAR AND COMPELLING CASE FOR 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): - legal; - economic - technical; and - financial.	back stop the key personnel; and provides for an economist: <u>10 POINTS</u> Does not address the requirements. Does not provide for an economist: <u>0 POINTS</u>	
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Table 1: Evaluation Criteria Scoring

1.1.1 FUNCTIONAL CRITERIA WEIGHTING

The functional criteria are weighted as shown in Table 2 below.

EVALUATION ELEMENT	MAXIMUM SCORE	WEIGHTING
Financial Specialist	40	40%
Legal Specialist	30	30%
Project comprehension, approach, and methodology	30	30%
TOTAL	100	100%
NB: Minimum Threshold for Functional Qualification		70%

Table 2: Functional Criteria Weighting

A total score of **70** should be achieved for a bidder to be evaluated further for Price

- 26.5 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the Third 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 Third Stage of the evaluation.

26.6 **Third Stage: Price**

- 26.6.1 The Third Stage of evaluation of the Bids will be in respect of price and preference.

27. Risk Analysis and Objective Criteria

(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria that the DBSA may apply in this bid process includes:

- i. Any bidder that has a **cumulative order book totaling 3 Awards with outstanding value**, will be excluded from the selection.
- ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included in the selection.
- iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included in the selection.
- iv. The DBSA has the discretion to apply an objective criterion.

28. Due Diligence

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

a. Judgements and criminal convictions

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

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

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

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding

safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

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

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

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

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

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

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

30. STATUS OF BID

30.1 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.

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 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).
- 30.4 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.

31. CLARIFICATION OF BIDS

- 31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 31.2 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.

32. DISCUSSION WITH BIDDERS

- 32.1 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.
- 32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 32.4.1 conduct a site visit, if applicable.
 - 32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

- 33.1 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.
- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 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.

34. NO OBLIGATION TO ENTER INTO CONTRACT

- 34.1 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.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

35. BIDDER WARRANTIES

- 35.1 By submitting a Bid, a Bidder warrants that:
 - 35.1.1 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;
 - 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 35.1.3 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;

- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

- 36.1 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:
 - 36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
 - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 36.1.3 vary or extend any time or date specified in this RFP
 - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.
 - 36.1.5 require additional information or clarification from any Bidder or any other person;
 - 36.1.6 provide additional information or clarification.
 - 36.1.7 negotiate with any one or more Bidder;
 - 36.1.8 call for new Bid.
 - 36.1.9 reject any Bid received after the Closing Time; or
 - 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

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

TERMS OF REFERENCE (TOR)

2. INTRODUCTION

Through this request for proposals (**“RFP”**) and accompanying terms of reference (**“TORs”**), the Infrastructure Fund (**the “IF”**), a ring-fenced unit within the Development Bank of Southern Africa Limited (**the “DBSA”**) seeks to appoint a transaction advisor (**the “Transaction Advisor” or “TA”**) to render services (**the “Services”**), in respect of the Social Housing Programme (**the “SHP” or the “Programme”**).

A Fund (**the “Fund”**) is sought to be established to manage the implementation of the Intermediate Phase of the SHP (**IPSHP**). The IF seeks to appoint a Transaction Advisor to determine the establishment and operational modalities of the Fund or alternative structure (based on the principles outlined hereafter) and frame the Fund’s investment criteria/mandate. A high-level description of the Services is provided in section 3.1. In section 4, ‘Detailed scope of Work and Deliverables’ these are specified in further detail.

3. BACKGROUND

3.1 SOCIAL HOUSING AS A CONSTITUTIONAL IMPERATIVE

The South African Constitution affords everyone a right to have access to adequate housing. The Constitution further enjoins the state to take reasonable legislative and other measures within its available resources to achieve the progressive realisation of this right. In line with this constitutional imperative, the National Department of Human Settlements (**NDHS**) established the SHP to address the country’s social housing backlog. The SHP seeks to facilitate the construction of approximately 320 000 social housing units (**SHUs**) within identified restructuring zones. It is assessed that when completed, the planned social housing units will benefit approximately 960 000 individual occupants.

3.2 FOCUS OF THIS RFP

The SHP will be delivered in three distinct phases, which are discussed in further detail in sections 3.4.4.1 and 3.4.4.3. This RFP is in respect of the second phase (i.e. the **“Intermediate Phase” or “Phase 2”**), as elaborated upon in section 3.4.4.1. Accordingly, bidders are requested to restrict their proposals to this phase and the specified services, except in the case of specified deliverables that cut across Phase 2 and Phase 3.

3.3 THE INFRASTRUCTURE FUND AND ITS OBJECTIVES

The IF was announced in 2018 to address the need for blended finance to enable the efficient execution of socio-economic infrastructure programmes and projects in South Africa. The objective of the IF is to transform public infrastructure through bespoke blended financing solutions by sourcing capital from the private sector, institutional investors, development finance institutions (“**DFIs**”) and multilateral development banks (“**MDBs**”). The IF is housed within the DBSA, with its mandate captured in a tripartite agreement signed by National Treasury (“**NT**”), the Department of Public Works & Infrastructure (“**DPWI**”): Infrastructure South Africa (“**ISA**”), and the DBSA. For more information on the IF, please visit the website:

<https://www.dbsa.org/solutions/infrastructure-fund>

3.4 THE SOCIAL HOUSING PROGRAMME

3.4.1 *Objectives of the SHP*

The SHP is government’s response to the increasing need for affordable rental units which provide secure tenure to households which prefer the mobility provided by rental accommodation. Social housing provides good quality rental accommodation for the upper end of the low-income market, with the primary objective of urban restructuring, creating sustainable human settlements. The Programme provides up to 70% grant funding for construction of SHUs within identified restructuring zones¹.

The government, through the Social Housing Regulatory Authority (“**SHRA**”), provides regulatory oversight and financial support to accredited Social Housing Institutions (“**SHIs**”) and Other Development Agencies (“**ODAs**”) that develop and manage social housing projects. To achieve its stated aim, the SHP has the following objectives:

- provide residential accommodation for low-to-medium income households;
- promote urban restructuring through the social, spatial, and economic integration of housing developments into existing areas;
- facilitate the provision of integrated bulk services and human settlements developments;
- revitalise urban areas to integrate, empower and uplift poor communities;
- promote the establishment of well-managed, quality rental housing options for the poor;
- promote a safe, harmonious, and socially responsible environment for the project and urban environment;

¹ <https://www.dhs.gov.za/content/social-housing-programme>

- secure tenure for the residents;
- foster the creation of quality living environments for low to moderate income earners;
- provide clean healthy and safe environments within proximity to services;
- develop transport routes, clinics, schools, and economic opportunities; and
- promote community development and integration.

3.4.2 ***Benefits of the SHP***

The Programme is implemented at a level of scale and built form which requires institutionalised management. In other words, social housing prohibits individual ownership by residents, including deferred ownership arrangements such as “rent to buy”.

Due to their commercial status, the social housing beneficiaries do not readily qualify for other available housing delivery options, such as subsidised housing, private market rentals, gap market housing and private ownership. The SHP has the benefit of improving housing access for low-to-middle income individuals and families by creating viable housing options, which have the support of the housing and financial sectors.

To improve the bankability of the SHP projects and enable access to the housing market, the developmental costs of SHUs are funded up to 70% by the NDHS through the Consolidated Capital Grant (“**CCG**”) that is administered by the SHRA. The **SHIs and ODAs** are the entities responsible for building and operating the SHUs. They are required to raise up to 30% of the construction costs through debt and/ or equity.

3.4.3 ***Inability of SHIs and ODAs to Raise Debt or Equity***

While the funding structure in 3.4.2 above has the benefit of improving bankability and market access, it is not always fully implementable, many of the participating SHIs and ODAs are new or emerging cooperatives with minimal or no SHUs development track record. This results in private investors, in particular commercial banks, not having the appetite to provide equity or debt financing to the SHIs and ODAs. This then results in the SHIs and ODAs not being able to establish the 30% debt or equity component. This has had the impact of slowing down the

financing and implementation of the SHP. The SHP has also been adversely impacted by the pressures exerted on it by the fiscal constraints faced by the CCG (See 3.4.2 above).

3.4.4 *Phases of the SHP*

3.4.4.1 **Phase 1: Short-Term Phase**

The Short-term phase of the Programme is currently in progress. The bidders may refer to this particular phase to gain insights into the SHP. However, the short-term phase is not in scope, and it followed an implementation approach that is different to the approach that is contemplated for the Intermediate Phase.

Since 2021, the IF, working with the NDHS and the SHRA embarked on a journey to catalyse private financing and scale up the current low rates of investment in social housing projects. This can be achieved through introducing innovative financing approaches and working with the SHIs and ODAs to address factors that are negatively affecting the bankability of the social housing projects. The IF, DHS and SHRA with the approval of NT and ISA developed a short-term approach of providing bridging loan facilities of R305 million to four (4) targeted SHIs and ODAs, with a long-term view of refinancing by the private sector financing community.

The SHIs and ODAs are being assisted to de-risk projects by addressing among other things, contracting, institutional capacity, procurement, and management gaps to ensure that the funding provided by the IF will later be attractive for refinancing. Once completed, the 4 projects with a consolidated capital cost of R1.3 billion will deliver 3 154 units (see **Table 1**).

Project and Location	Units	Capital costs (R million)	Approved BFI (R million)	Other grants/ equity (R million)	Progress to date
Project 1 - KZN	1,056	388	82	306	Construction
Project 2 - WC	1,055	457	120	337	Construction
Project 3 - GP	305	163	64	99	Due diligence
Project 4 - KZN	738	303	39	264	Due diligence
Total	3,154	1,311	305	1,006	

Table 3: Short-Term Phase Projects

3.4.4.2 **Phase 2: Intermediate Phase**

Phase 2 of the Programme, or the Intermediate Phase, is the primary focus of this RFP; and bidders are requested to note the IF's contemplated approach to the implementation of the phase, as well as the required services. The bidders are then requested to submit their proposals in respect of the required services.

As part of the Intermediate Phase of the Programme, the IF and its partners seek to attract at least three times the investment value and developmental impact of Phase 1. This will be achieved by working with DFIs, MDBs and institutional investors to further de-risk and finance between 10 to 15 social housing projects each year with a capital cost of about R20 billion, within a period of 5 years (2023 to 2027).

This strategy is envisaged to attract about R5 billion annually from these finance institutions, a rate that is 3.8 times the current investment rate. This will have the effect of delivering approximately 15 000 social housing units (SHUs) annually. This is equivalent to 45 000 units per 3-year cycle or 60 000 per Medium-Term Strategic Framework ("**MTSF**"). The current Phase 1 delivery rate is approximately 4 000 to 5 000 units per annum.

A Fund (**the "Fund"**) is sought to be established to manage the implementation of the Intermediate Phase, on the following broad terms or principles:

- pooling of financiers into the Fund that is anchored by the Infrastructure Fund or a structure to be proposed by the advisor;
- principle of capital injections into the Fund or alternative structure by the financiers to ensure a pool that will finance projects on a portfolio basis than on an individual basis; and
- the Fund interacts with the markets in raising private capital for the intermediate phase. Potential fund managers would be assessed on this basis.

The Transaction Advisor is required to determine the establishment and operational modalities of the Fund or alternative structure (based on the principles above) and frame the Fund's investment criteria/mandate.

3.4.4.3 Phase 3: Long-Term Phase

Once the Infrastructure Fund, DFIs, MDBs and institutional investors are successful in their funding partnership intended as part of Phase 2, the commercial banking community would then be targeted to also participate. At this stage, it is anticipated that many factors that are causing insipid commercial banks' participation would have been resolved to create a positive and enabling investment environment. At this point, it is expected that regulatory, funding and financing processes would have been harmonised. Standardised contracting, procurement and risk management processes would further create opportunities for economies of scale and scope while lowering the cost of funding and increased participation and competition.

Public and private sector collaboration is expected to increase the investment rate to R10 billion annually for the delivery of approximately 180 000 units per year. This is significant to start addressing the R144 billion social housing financing needs and backlogs estimated at 320 000 SHUs for accommodating approximately 960 000 occupants. In other words, significant progress can be made within five years.

4. SCOPE OF THESE TERMS OF REFERENCE

The TORs cover **ONLY** Phase 2 (i.e., the Intermediate Phase), with the proviso that:

- the assessment as to the feasibility of the Programme for crowd financing should adopt a Programme-wide view incorporating Phases 2 and 3; and
- the standardised procurement and contracting documents should be capable of being used during Phases 2 and 3.

In 2022, the Infrastructure Fund engaged with potential financing partners to align on challenges and the critical success factors of the social housing sector. Following this engagement, the Infrastructure Fund identified a need to procure the services of a capable transaction advisory firm to, among other things, appropriately structure the mechanisms of the intermediate phase; and support the IF to crowd in financiers for projects estimated at a total project cost of R20 billion.

4.1 HIGH-LEVEL DESCRIPTION OF THE SERVICES

The Infrastructure Fund wishes to procure the services of a Transaction Advisor for Phase 2, to perform the following functions:

- In stage 1 – the preliminary stage (“**Stage 1**”) services are to cover:
 - interfacing with SHRA to understand its rollout approach, considering SHRA social housing budget, need to increase, as well on how best to extend the fund;
 - a Preliminary Project Report, should include but not limited to a list of SHRA projects (including description, location, project costs and stage of development) that could be included for funding and a preliminary review of the projects from a fundability perspective and interface points on SHRA and lenders;
 - a Project Implementation Plan for the Intermediate Phase SHP;
 - a consolidated Social Housing Programme Intermediate Phase Workshop; and
 - Compilation and management of the risk register.
- In stage 2 – development of documents supporting the programme stage (“**Stage 2**”) the central focus is on the development of the necessary documents to support next stages of the Programme. The documents include but not limited to RFI, Project Teasers, Preliminary, standardised procurement documents and financing agreements. See the enlisted documents in the subsequent stages below.
- In the subsequent stage 3 – the market sounding stage (“**Stage 3**”) the market sounding is to be conducted. Key deliverables in this stage are:
 - RFI Document, Project Teaser and Preliminary Information Memorandum;
 - Market Sounding Outcome; and
 - Updating of the risk register.
- Thereafter during stage 4 – the Funding RFP Stage (“**Stage 4**”) the key services to be provided are:
 - Producing standardised procurement and contracting documents, which are capable of being used during Phases 2 and 3;
 - Develop Funding RFP and standard term sheets for financiers and agreements for prospective fund manager;

- RFP process support to IF;
 - Enabling process to achieve signed term sheets and agreements with Financiers and Fund Manager; and
 - Updating of the Risk Register.
- In stage 5 – the Lenders Due Diligence and Financial Close Stage (“**Stage 5**”) the key services to be provided are:
 - Develop Due Diligence Strategy/Approach and subsequently support the actual Due Diligence process of the Lenders;
 - Supporting the process to obtain signed finance and security documentation;
 - Supporting the process to reach financial close; and.
 - Updating of the risk register.
- And finally in stage 6 – the Close out Stage (“**Stage 6**”):
 - The setup of an enabling framework to monitor and report on the status and progress of the Programme and the underlying individual projects; and
 - A compilation of a Lessons Learnt register as part of the close out report.

To the extent applicable, the standardised documents or agreements as mentioned above should respond adequately to the main finance risk areas and bankability dimensions in respect of the contemplated projects, including but not limited to:

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

The Infrastructure Fund acknowledges that Phase 2 is structurally different to Phase 3 in that during Phase 2 commercial banks will not participate in the Programme, while they will be invited to participate during Phase 3. To the extent then, that the standardised documents produced by the Transaction Advisor are not capable of being used in the implementation of Phase 3 without comprehensive, wholesale modifications being required, the Transaction Advisor shall:

- not make the wholesale modifications without the written consent of the Infrastructure Fund;
- prioritise the standardisation of Phase 2 documents;
- nonetheless produce the standardised documents for Phase 3 with as much level of detail as possible, without the making of the comprehensive, wholesale modifications;
- list, in as much detail as possible, the comprehensive, wholesale changes that would be required; and
- provide an indicative and non-binding view on the pricing for the making of such comprehensive, wholesale changes.

5. DETAILED SCOPE OF WORK AND DELIVERABLES

5.1 DURATION OF ASSIGNMENT

This RFP is based on the target that the scope of work will be completed within a period of 12 months from the Transaction Advisor's appointment. However, tasks and deliverables will have varying due dates within this period.

5.2 SCOPE OR SERVICES

The required services consist of the scope of work and deliverables laid out in Table 4 below. In addition to the 12-month target referred to in 5.1 above, the infrastructure Fund has also proposed completion dates for the individual deliverables that make up the scope of work. These dates are also included in Table 4. The TA is expected to run some of the activities in parallel to maximise efficiencies.

Deliverable	Description	Timeframe
Stage 1: Preliminary Stage		
Interfacing with SHRA	interfacing with SHRA to understand its rollout approach, considering SHRA social housing budget, need to increase, as well on how best to extend the fund.	Month 1

Preliminary Project Report	• detailed approach, methodology and project plan; • detailed assessment of the social housing sector, including opportunities, risks and bankability challenges impacting the sector from a funding perspective. The assessment to include possible ways to mitigate the risks and bankability challenges identified; and • a considered view regarding the feasibility of the Programme for crowd financing, together with gaps/risks to be addressed before proceeding with the crowd funding of the intermediate phase of the Programme. • The Preliminary Project Report should include but not limited to a list of SHRA projects (including description, location, project costs and stage of development) that could be included for funding and a preliminary review of the projects from a fundability perspective and interface points on SHRA, IF and lenders.	Month 1
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Project Implementation Plan	• project overview; • project plan outlining the major milestones and deliverables, along with their estimated start and end dates (in Microsoft Project format – minimum level 3 schedule detail with critical path for the project); • resources needed to execute the project; • roles and responsibilities of the project team members; • resources needed to execute the project; • risk management including a risk assessment, risk response plan, and contingency measures to address unforeseen events or challenges; • communication plan that defines how information will be shared and communicated among project team members, stakeholders, and relevant parties; • quality management - describe the quality processes that will be implemented to ensure that project deliverables meet the required level of quality; • change management - how changes to project scope, schedule, or resources will be managed and controlled; • skills development, training, and documentation – describe how the training of identified project team and service providers will be undertaken, and reported including project document management; • stakeholder Engagement: - identify key stakeholders and outline how stakeholders will be engaged and managed throughout the project lifecycle; - developing a communication and engagement plan to ensure their involvement and support; and • valuation and Reporting – what constitute the project to be successful, how will performance be measured and project outcomes be reported.	Month 1
IPSHP Workshop	• a consolidated Social Housing Programme Intermediate Phase Workshop.	Month 2

Risk Register	• Compile and manage the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the following: - Final Intermediate Phase Project Finance Options Analysis and Implementation Report; and - Consolidated Social Housing Programme Intermediate Phase Workshop.	Month 2
Stage 2: Development of documents to support the programme stage		
Feasibility Report	• Interface with SHRA to understand its rollout approach, the social housing budget, the social housing market as well as any critical factors affecting bankability. • Assess the feasibility of crowd funding for the IPSHP following the review of the individual projects. • Summarise the findings from the finance, technical, legal/regulatory, and compliance assessments and highlight any gaps to be addressed (de-risking of projects) before proceeding with crowd financing.	Month 2
IPSHP Business Plan	Develop a comprehensive business plan for the Intermediate Phase of the Social Housing Programme.	Month 3
Crowd-in Financing Strategy Document	Outline the strategy to crowd-in Financiers for the IPSHP. The strategy must include: - the funding target, - recommended platforms and detailed execution plan including roles and responsibilities, -the proposed syndication model (How to attract the DFIs); - base lender ratios; and - the contracting model; - the deployment of funds model, incorporating a considered view on an SPV versus direct	Month 4

	lending structure and the optimal blending model.	
Programme Financial Model (aggregated from the individual project financial models)	- Following the review of the individual project's financial models, update the individual financial models where required; and - develop a Programme Financial Model (aggregated) which shall be capable of support the process to financial close of the individual projects and to reflect the operational/actual developments of projects post-financial close	Month 4
Socio Economic Impact Assessment (SEIA) Report and Cost benefit Analysis (CBA) report and model	Develop the following Programme Specific Reports and Model: - Socio Economic Impact Assessment report; - Cost Benefit Analysis model; and - Cost benefit Analysis report.	Month 5
Preliminary Technical Analysis	Provide a preliminary technical analysis of projects provided by SHRA targeted for Phase 2, with a view to understand the technical readiness from a debt financing perspective and identify gaps, if any	Month 5
Project Finance Options Analysis Report	Based on the individual project's characteristics, evaluate various financing options available for the IPSHP. The options analysis must include advantages and disadvantages, risks, costs etc.	Month 5
Terms of Reference: Fund Manager	Develop the TOR for the appointment of the Fund Manager.	Month 5
Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the Final Intermediate Phase Project Finance Options Analysis and Implementation Report.	Month 5
Stage 3: Market Sounding Stage		

RFI Document, PIM & Project Teaser	• Develop the flowing documentation for market sounding: - Request For Information (RFI) Document; - Project Information Memorandum (PIM); and - Project Teaser	Month 6
Market Sounding Outcome Report	• Assess the market appetite for the IPSHP and gather feedback from potential financiers; and • Update of the crowd finance strategy document, which includes: - an identification of the DFI community (local and international); and - an engagement plan, with clear objectives, i.e., appetite to fund Phase 2, conditions thereof, inhibitors, preferred funding structures, instruments, and execution vehicle.	Months 6 and 7
Risk Register	• Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the insights gained during this stage.	Month 7
Stage 4: Funding RFP Stage		
Production of procurement and contracting documents	• Producing standardised procurement and contracting documents, which are capable of being used during Phases 2 and 3; incorporating but not limited to: - terms of reference to be issued by the Infrastructure Fund, inviting financing proposal from the market, in respect of the intermediate phase of the Programme; - terms of reference to be issued by the infrastructure fund, inviting proposals for the establishment of a fund that will be appointed to manage the intermediate phase of the Programme;	Month 8

	- draft agreements to be signed by the financiers and the subscribers to the Fund referred to above; and - draft agreements to be signed by the SHIs and ODAs (see glossary, as may be required to enable financing on terms acceptable to Programme participants.	
Develop Funding RFP and standardised term sheets and agreements: • Financiers • Fund Manager	• Develop Funding RFP and standardised Term Sheet • Define the evaluation criteria and set the timeline for proposal submissions	Month 8
Support the IF during the RFP process	• to assist in the following: - Solicit formal proposals from interested financiers; - provide clarifications to potential financiers during the RFP period; and • facilitate the evaluation and negotiation of term sheets as well as the selection of most suitable Financiers.	Month 8
Signed term sheets/agreements	• Facilitate a workshop with the shortlisted Financiers including issuing of invitation and all required documentation to be presented at the workshop; and • Facilitate the signing of all applicable agreements.	Month 9
Risk Register	• Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the current status of the draft agreements and terms sheets.	Month 9
Stage 5: Lender Due Diligence and Financial Close Stage		

Lender's Due Diligence Strategy/Approach	Develop a Proposal/approach that can be adopted by all Financiers in an effort to have a seamless Lender's diligence process. This includes shared access to projects documentation; co-ordination of Q&A process with bidders and their advisors, standardised Condition Precedents (CPs) Tracking sheet and progress reporting, etc.	Months 10 and 11
Signed Finance and Security Documentation	Support the IF in addressing the Lender's concerns during the Lender's DD and documentation process.	Month 11
Financial Close	Support the Borrowers and IF with the fulfilment of CPs and the financial close procedures.	Month 12
Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the Final Intermediate Phase Financial Model.	Month 12
Stage 6: Close Out		
Monitoring and Reporting Framework	Develop a framework for monitoring the progress of the program and reporting to - The financiers; and - SHRA and the Department of Human Settlements; This must include KPIs, reporting format and reporting frequency and adaptation of the financial close model into an operational financial model.	Month 12
Lessons Learnt Register	Develop a lesson's learnt register as part of the close out report.	Month 12

Table 4: Scope of Work and Deliverables

6. PRE-QUALIFICATION CRITERIA

6.1 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.

6.1.1 *Demonstration of Skills and Experience – Key Personnel*

The Transaction Advisor's project lead or coordinator must (i) be from a reputable professional firm to fulfil the role of a financial transaction advisor **(TA)**, (ii) have proven client relationship management skills and experience in project management, (iii) be adequately resourced with multifunctional teams, (iv) be in good standing in all respects, including ethically and professionally; and (iv) must provide proof of professional registration where applicable. Further, the lead or coordinator (**WHO MUST BE SPECIFIED**) must be appropriate for the role, have adequate experience and be professionally registered where applicable.

The proposed team members must at least include:

- a finance specialist – lead coordinator;
- a legal specialist;
- A technical specialist; and
- An economic specialist.

The appointed advisory firm can determine its optimal resource mix, however, the IF has budgeted in line with the resources for the aforementioned resource mix. Each specialist must be supported by a **COMPETENT TEAM**. ALL team members must complete the standard CV template (**Appendix 1**). Proposed team members must be personally available to undertake the work as and when required to do so. **ONLY THE FINANCIAL AND LEGAL SPECIALISTS WILL BE FUNCTIONALLY EVALUATED, HOWEVER, BIDS WILL BE DEEMED NON-RESPONSIVE IF THE TEAM COMPOSITION IS NOT COMPLETE.**

IN ITS SOLE DISCRETION, THE IF MAY REJECT BIDS WHERE THE LEAD COORDINATOR IS NOT EXPLICITLY SPECIFIED OR WHERE THE SPECIFIED LEAD COORDINATOR OR TEAM IS DEEMED INAPPROPRIATE FOR THE ROLE.

- ANY BIDDER FAILING TO DEMONSTRATE THAT THE PROPOSED TEAM COMPRISES THE KEY PERSONNEL LISTED ABOVE WILL BE DISQUALIFIED FROM THE PROCUREMENT PROCESS. **BIDDERS MAY HAVE THE KEY PERSONNEL IN THEIR**

DIRECT EMPLOY OR MAY HAVE ACCESS TO THEM THROUGH CONTRACTUAL ARRANGEMENTS, SUCH AS PARTNERSHIPS, TEAMING OR JOINT BIDDING AGREEMENTS, WHICH MUST BE INDICATED TOGETHER WITH THE DATE WHEN THEY WERE CONCLUDED.

- IN ITS SOLE DISCRETION, THE IF MAY REJECT BIDS WHERE APPLICABLE CONTRACTUAL ARRANGEMENTS SUCH AS PARTNERSHIPS, TEAMING OR JOINT BIDDING AGREEMENTS ARE NOT INDICATED.
- The key personnel must in turn meet the criteria in Table 5 below, in respect of which the following should be noted:
 - FAILURE ON THE PART OF ANY KEY SPECIALIST TO MEET THE MINIMUM EXPERTISE REQUIRED, THE PRE-QUALIFICATION CRITERIA OR TO PROVIDE DOCUMENTARY EVIDENCE WILL LEAD TO DISQUALIFICATION OF THE BIDDER AND THE REJECTION OF THE BID IN ITS ENTIRETY.
 - 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.
 - BIDDERS ARE KINDLY CAUTIONED AGAINST LISTING ASSIGNMENT GENERICALLY, SUCH THAT IT IS NOT EASY TO DETERMINE WHETHER A SPECIALIST WAS DIRECTLY INVOLVED IN THE LISTED ASSIGNMENTS. THE DBSA MAY IN ITS SOLE DISCRETION REJECT BIDS ON THE BASIS THAT ASSIGNMENTS ARE NOT LISTED WITH SUFFICIENT CLARITY.
 - BIDDERS ARE FURTHER KINDLY CAUTIONED AGAINST PROVIDING A GENERIC LIST OF REFERENCES WITHOUT ATTACHING EACH REFERENCE PROVIDED TO A SPECIFIC PROJECT. THE IF MAY IN ITS SOLE DISCRETION REJECT BIDS ON THE BASIS THAT EXPERIENCE IS NOT SUFFICIENTLY REFERENCED. THE SAME APPLIES TO PROJECT

START AND END DATES, AS WELL AS THE FINANCIAL VALUE OF EACH PROJECT LISTED.

- The Transaction Advisor should also provide the documentary evidence of this information as part of its proposal, in a section clearly labelled: “**Pre-Qualification Criteria Documents**”.

No	Minimum Expertise Required	Prequalification Criteria	Documentary Evidence
1. FINANCIAL LEAD SPECIALIST			
1.1	Relevant academic qualification	• Bachelor’s degree or above in finance (i.e., finance, Financial Accountancy, Chartered Accountancy, economics, engineering, actuarial science, public or business administration, or any numeric degree)	a) 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; <u>AND</u> • CV completed in Appendix 1 Template
1.2	Knowledge and evidence of at least 3 projects executed by the lead advisor in Financial Assessment Studies, PPP Financing, Financial Structuring of infrastructure projects.	• At least 3 projects with a project value of R50 million within the built environment space.	• A list of no less than three (3) qualifying projects. • Each project must have a financial value of at least R50 million. • NB: To be considered, each project must have been successful, in that it reached financial close and proceeded to implementation. • A minimum of 1 (one) recent (not older than 6 months) contactable

			reference, with names, physical addresses, and telephone numbers, per qualifying project. <u>OR</u> • A minimum of one (1) reference letter, certificate of service or project completion certificate per qualifying project. • NB: Specialist to have been directly involved in the projects listed and the required experience must be evident in the CV completed in Appendix 1 Template
1.3	The KEY FINANCE SPECIALIST must have experience in a recognised and mature market, in the field of <u>project finance, corporate finance, development finance or similar specialisation</u>, where the specialist provided FINANCIAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	At least 10 years post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	Summary of the 10 years' experience including for the listed projects must be clearly reflected in the CV completed in Appendix 1 Template
2. LEGAL LEAD SPECIALIST			
No	Minimum Expertise Required	Prequalification Criteria	Documentary Evidence

2.1	Relevant academic qualification.	Bachelor's degree or above in the legal field (e.g., LL. B, B. Proc, B. Juris).	a) 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 <u>AND</u> b) CV completed in Appendix 1 Template
2.2	Registration with a professional body.	• Admission as an Attorney in the High Court of South Africa. • Registration with the South African Legal Practice Council (LPC).	a) Certified copy of certificate of admission (certification from a South African commissioner of oaths or notary public, not older than 6 months). b) LPC Practitioner Number.
2.3.	The KEY LEGAL SPECIALIST must have experience in a recognised and mature market, in the legal field, with <u>a focus on project finance, corporate finance, development finance or similar specialisation</u> , where the legal specialist provided LEGAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	At least 8 years post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	a) A list of no less than three (3) qualifying projects. • NB: To be considered, each project must have been successful, in that it reached financial close and proceeded to implementation. • At least 40% of the listed projects must be social housing, or comparable projects.

			• Each project must have a financial value of at least R50 million. b) A minimum of 1 (one) recent (not older than 6 months) contactable reference, with names, physical addresses, and telephone numbers, per qualifying project. or c) A minimum of one (1) reference letter, certificate of service or project completion certificate per qualifying project. NB: Specialist to have been directly involved in the projects listed and the required experience must be evident in the description of the projects.
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Table 5: Minimum Qualifications and Experience

Only bids which satisfy the above pre-qualification criteria will be evaluated on functional criteria and pricing.

7. EVALUATION ON FUNCTIONAL CRITERIA

7.1 REQUIREMENTS FOR FUNCTIONAL CRITERIA SUBMISSIONS

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. In other words, bids that do not meet the pre-qualification criteria will not be evaluated on functional criteria and will therefore, be unsuccessful.

Bidders must adhere to the submission format in Figure 1 below in order to enable the DBSA to evaluate proposals on functional criteria.

THE BIDDERS MUST SUBMIT THEIR PROPOSAL ELECTRONICALLY. THE ELECTRONIC FILE SUBMITTED BY THE BIDDER MUST BE APPROPRIATELY LABELLED AS SPECIFIED BELOW (SUB-FOLDERS IN A SINGLE MAIN FOLDER/SUBMISSION - TA PROPOSAL, COMPRISING FOUR SUBFOLDERS AS SPECIFIED BELOW:

7.1.1 FILE NAME: RESOURCE MATRIX

- A **Resource Matrix** indicating the **lead specialist** and the role that each specialist will fulfil on the team (i.e., legal, economic, 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.

7.1.2 FILE NAME: CURRICULUM VITAE

- **CVs for each Specialist** with a clear indication of which role each specialist will play on the project, namely: legal lead specialist, technical lead specialist, financial lead specialist, environmental 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.
- include detailed experience in the specified fields;
 - break down employment history by organisation/employer and period spent with each organisation/employer; and
 - detail the duties in each role/project listed.
- 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.**

7.1.3 FILE NAME: PROJECT REFERENCE LIST (KEY PERSONNEL)

A **Project Reference List** indicating the names of no less than three (3) 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.

7.1.4 FILE NAME: 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 **detailed profile** of the bidding firm, consortium, joint venture, etc, which includes:

- a description of **experience** in the provision of project and corporate finance advisory services in the infrastructure sectors and track record, knowledge, and experience of your firm in respect of the South African human settlements market or other built environment sectors;
 - **successful project/transaction list of at least 3 projects** (including 2 social housing, or comparable projects) that have reached financial close with a minimum project value of R50 million, showcasing the Transaction Advisor's experience in conducting project and corporate finance advisory services (including any previous work on the standardisation of documents and harmonisation of processes);
 - the level of **professional indemnity insurance** cover that your firm has; and
 - confirmation that **no conflict of interests** exists or, if any are identified, a description of the approach towards their resolution.
- **a preliminary risk management plan for any risks identified** in these terms of reference and any other risks identified by the Bidder;
 - **a proposal outlining the process and plan with timeframes** of conducting the required work;
 - the proposed **Assignment Implementation Plan**; and
 - **the proposed team's capacity to commence** and execute the scope within timeframes (including express confirmation of availability).

The project information required in respect of the bidding firm, consortium, joint venture, etc (see 7.1.4) above should be submitted in a format substantially similar to Table 6 below. Bidders are requested to note that notwithstanding the submission of the firm-specific project information per Table 6 referred to above, proposed key personnel (see 6.1.1 above) will still be required to demonstrate their experience by submitting project information specific to them.

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

Figure 1: Requirements for Functional Criteria Submissions

1	Project Name	
	Project Sponsor - Client	
	Sector	
	Project Description & Value	
	Financial Close date	
	Role and Responsibilities	
2	Project Name	
	Project Sponsor - Client	
	Sector	
	Project Description & Value	
	Financial Close date	
	Role and Responsibilities	
3	Project Name	
	Project Sponsor - Client	
	Sector	
	Project Description & Value	
	Financial Close date	
	Role and Responsibilities	

Table 6: Project Information for Bidding Firm, Consortium, Joint Venture etc.

7.2 FUNCTIONAL CRITERIA SCORING

7.2.1 DETAILED FUNCTIONAL CRITERIA SCORING

Bidders who progress from the pre-qualification criteria stage, will be scored on functional criteria using the methodology in Table 1 below. All the bidders will be subjected to the same evaluation criteria and the bidders who achieved a score of 70 points and above from the functional evaluation will proceed to the pricing and shortlisting stage. A minimum threshold of 70 functionality points is required. Bids that do not meet this threshold will automatically be disqualified for further evaluation.

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.	FINANCIAL LEAD SPECIALIST		40 POINTS OUT OF 100
1.1.	Bachelor's degree or above in finance (i.e., finance, Financial Accountancy, Chartered Accountancy, economics, engineering, actuarial science, public or business administration, or any numeric degree)	Points: - Bachelor's Degree <u>10 points</u> - No documentary evidence of bachelor's degree <u>AND/OR</u> registration (or valid practice number): <u>0 points</u>	Maximum: 10 points (10 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
1.2.	At least 3 projects with a project value of R50 million within the built environment space.	$\chi \geq 3$ projects: <u>10 POINTS</u> $\chi = 2$ projects: <u>5 POINTS</u> $\chi = 1$ project: <u>3 POINTS</u> Where χ is the number of projects.	<u>Maximum 10 points</u>
1.3.	A <u>minimum</u> of 10 years' experience in the field of <u>project finance, corporate finance, development finance or similar specialisation</u> , where the specialist provided FINANCIAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	$\chi \geq 10$ years: <u>20 POINTS</u> $\chi = 5$ years: <u>10 POINTS</u> $\chi = 0$ years: <u>0 POINTS</u> Where χ is the specialist's experience in years.	Maximum: 20 points (5 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
2.	LEGAL LEAD SPECIALIST		30 OUT OF 100

2.1	Bachelor's degree or above in the legal field (e.g., LL. B, B. Proc, B. Juris) AND registration with a professional body.	Points: • Bachelor's Degree <u>AND</u> registration (documentary evidence of registration or valid practice number): <u>10 points</u> • No documentary evidence of bachelor's degree <u>AND/OR</u> registration (or valid practice number): <u>0 points</u>	Maximum: 10 points (10 points is the maximum and <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
2.2.	At least 3 projects with a project value of R50 million within the built environment space.	$\chi \geq 3$ projects: <u>10 POINTS</u> $\chi = 2$ projects: <u>5 POINTS</u> $\chi = 1$ project: <u>3 POINTS</u> Where χ is the number of projects.	<u>Maximum 10 points</u>
2.3.	At least 8 years' experience in the legal field, with <u>a focus on project finance, corporate finance, development finance or similar specialisation</u> , where the legal specialist provided LEGAL ADVISORY services in the infrastructure sector or built environment, to investors or financiers, government, construction companies, commercial banks, development finance institutions and other investors.	Points: $\chi \geq 8$ years: <u>10 POINTS</u> $\chi = 8$ years: <u>5 POINTS</u> $\chi < 8$ years: <u>0 POINTS</u> Where χ is the specialist's experience in years.	Maximum: 10 points (10 points is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

3.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY	30 OUT OF 100
3.1.	Comprehension, Approach and Methodology: The proposal: • demonstrates a detailed proposal through <i>inter alia</i>: - 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. OFFERS CONCRETE STEPS TO ENSURE MEANINGFUL	15 Points: Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope: <u>15 POINTS</u> Addresses all requirements, demonstrates a sound understanding of assignment, associated risks, however, did not include value-add innovations or improvements on the scope: <u>12 POINTS</u> Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks: <u>10 POINTS</u> Partially addresses requirements, but overall is not convincing (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable): <u>5 POINTS</u> Does not address the requirement and is not detailed; or does not have well-considered details: <u>0 POINTS</u>

	PARTICIPATION OF MEMBERS OF THE TEAM		
3.2.	Staffing (Support Roles) - 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. AT LEAST ONE ECONOMIST AND TECHNICAL (BUILT ENVIRONMENT THE PROPOSAL MAKES A CLEAR AND COMPELLING CASE FOR 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): - legal; - economic - 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. Provides for an economist: <u>15 POINTS</u> Partially addresses requirements, and demonstrates a sound understanding of the envisaged support roles and their availability to back stop the key personnel; and provides for an economist: <u>10 POINTS</u> Does not address the requirements. Does not provide for an economist: <u>0 POINTS</u>	15

Table 7: Evaluation Criteria Scoring

7.2.2 FUNCTIONAL CRITERIA WEIGHTING

The functional criteria are weighted as shown in Table 2 below.

EVALUATION ELEMENT	MAXIMUM SCORE	WEIGHTING
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Financial Specialist	40	40%
Legal Specialist	30	30%
Project comprehension, approach, and methodology	30	30%
TOTAL	100	100%
NB: Minimum Threshold for Functional Qualification		70%

Table 8: Functional Criteria Weighting

8. PRICING PROPOSAL

The pricing offer will be binding upon acceptance by the DBSA. Nonetheless, the DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

Bidders are kindly cautioned that the pricing proposal should be submitted in **A SEPARATE FOLDER** clearly marked “pricing proposal”. The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal. **BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the Transaction Advisor is required to propose pricing on a lump sum basis, broken down by deliverable, using Table 9 below. The pricing for the preliminary may not exceed 1% while the Closing stage deliverables together may not be less than 10%.

The scope of work included in this assignment is deemed a desktop exercise and it is not foreseen for the successful bidder to travel or visit projects sites. Therefore, the price offer should be all-inclusive.

	Deliverable	Description	Pricing (ZAR)
	Stage 1: Preliminary Stage		

1	Interfacing with SHRA	• interfacing with SHRA to understand its rollout approach, considering SHRA social housing budget, need to increase, as well on how best to extend the fund.	
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2	Preliminary Project report	• detailed approach, methodology and project plan; • detailed assessment of the social housing sector, including opportunities, risks and bankability challenges impacting the sector from a funding perspective. The assessment to include possible ways to mitigate the risks and bankability challenges identified; and • a considered view regarding the feasibility of the Programme for crowd financing, together with gaps/risks to be addressed before proceeding with the crowd funding of the intermediate phase of the Programme. • The Preliminary Project Report should include but not limited to a list of SHRA projects (including description, location, project costs and stage of development) that could be included for funding and a preliminary review of the projects from a fundability perspective and interface points on SHRA, IF and lenders.	
3	Project Implementation Plan	• project overview; • project plan outlining the major milestones and deliverables, along with their estimated start and end dates (in Microsoft Project format – minimum level 3 schedule detail with critical path for the project); • resources needed to execute the project; • roles and responsibilities of the project team members; • resources needed to execute the project; • risk management including a risk assessment, risk response plan,	

		and contingency measures to address unforeseen events or challenges; • communication plan that defines how information will be shared and communicated among project team members, stakeholders, and relevant parties; • quality management - describe the quality processes that will be implemented to ensure that project deliverables meet the required level of quality; • change management - how changes to project scope, schedule, or resources will be managed and controlled; • skills development, training, and documentation – describe how the training of identified project team and service providers will be undertaken, and reported including project document management; • stakeholder Engagement: - identify key stakeholders and outline how stakeholders will be engaged and managed throughout the project lifecycle; - developing a communication and engagement plan to ensure their involvement and support; and • valuation and Reporting – what constitute the project to be successful, how will performance be measured and project outcomes be reported.	
4	IPSHP Workshop	• a consolidated Social Housing Programme Intermediate Phase Workshop	

5	Risk Register	• Compile and manage the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the following: - Final Intermediate Phase Project Finance Options Analysis and Implementation Report; and - Consolidated Social Housing Programme Intermediate Phase Workshop.	
Stage 2: Development of documents to support the programme stage			
6	Feasibility Report	• Interface with SHRA to understand its rollout approach, the social housing budget, the social housing market as well as any critical factors affecting bankability. • Assess the feasibility of crowd funding for the IPSHP following the review of the individual projects. • Summarise the findings from the finance, technical, legal/regulatory, and compliance assessments and highlight any gaps to be addressed (de-risking of projects) before proceeding with crowd financing.	
7	IPSHP Business Plan	Develop a comprehensive business plan for the Intermediate Phase of the Social Housing Programme.	
8	Crowd-in Financing Strategy Document	Outline the strategy to crowd-in Financiers for the IPSHP. The strategy must include: - the funding target, - recommended platforms and detailed execution plan	

		including roles and responsibilities, -the proposed syndication model (How to attract the DFIs); - base lender ratios; and - the contracting model; - the deployment of funds model, incorporating a considered view on an SPV versus direct lending structure and the optimal blending model.	
9	Programme Financial Model (aggregated from the individual project financial models)	• Following the review of the individual project's financial models, update the individual financial models where required; and • develop a Programme Financial Model (aggregated) which shall be capable of support the process to financial close of the individual projects and to reflect the operational/actual developments of projects post-financial close	
10	Socio Economic Impact Assessment (SEIA) Report and Cost benefit Analysis (CBA) report and model	Develop the following Programme Specific Reports and Model: • Socio Economic Impact Assessment report; • Cost Benefit Analysis model; and • Cost benefit Analysis report.	
11	Preliminary Technical Assessment Report	Develop a preliminary technical due diligence on the projects	

12	Project Finance Options Analysis Report	Based on the individual project's characteristics, evaluate various financing options available for the IPSHP. The options analysis must include advantages and disadvantages, risks, costs etc.	
13	Terms of Reference: Fund Manager	Develop the TOR for the appointment of the Fund Manager.	
14	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the Final Intermediate Phase Project Finance Options Analysis and Implementation Report.	
Stage 3: Market Sounding Stage			
15	RFI Document, PIM & Project Teaser	- Develop the flowing documentation for market sounding: - Request For Information (RFI) Document; - Project Information Memorandum (PIM); and - Project Teaser	
16	Market Sounding Outcome Report	- Assess the market appetite for the IPSHP and gather feedback from potential financiers; and - Update of the crowd finance strategy document, which includes:	

		- an identification of the DFI community (local and international); and - an engagement plan, with clear objectives, i.e., appetite to fund Phase 2, conditions thereof, inhibitors, preferred funding structures, instruments, and execution vehicle.	
17	Risk Register	• Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the insights gained during this stage.	
	Stage 4: Funding RFP Stage		
18	Production of procurement and contracting documents	• Producing standardised procurement and contracting documents, which are capable of being used during phases 2 and 3; incorporating but not limited to: - terms of reference to be issued by the Infrastructure Fund, inviting financing proposal from the market, in respect of the Intermediate Phase of the Programme; - terms of reference to be issued by the infrastructure fund, inviting proposals for the establishment of a fund that will be appointed to manage	

		the Intermediate Phase of the Programme; - draft agreements to be signed by the financiers and the subscribers to the Fund referred to above; and - draft agreements to be signed by the SHIs and ODAs (see glossary, as may be required to enable financing on terms acceptable to Programme participants.	
19	Develop Funding RFP and standardised term sheets and agreements: • Financiers • Fund Manager	• Develop Funding RFP and standardised Term Sheet • Define the evaluation criteria and set the timeline for proposal submissions	
20	Support the IF during the RFP process	• to assist in the following: - Solicit formal proposals from interested financiers; - provide clarifications to potential financiers during the RFP period; and • facilitate the evaluation and negotiation of term sheets as well as the selection of most suitable Financiers.	
21	Signed term sheets/agreements	• Facilitate a workshop with the shortlisted Financiers including issuing of invitation and all required documentation to be presented at the workshop; and	

		Facilitate the signing of all applicable agreements.	
22	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the current status of the draft agreements and terms sheets.	
Stage 5: Lender Due Diligence and Financial Close Stage			
23	Lender's Due Diligence Strategy/Approach	Develop a Proposal/approach that can be adopted by all Financiers in an effort to have a seamless Lender's diligence process. This includes shared access to projects documentation; co-ordination of Q&A process with bidders and their advisors, standardised Condition Precedents (CPs) Tracking sheet and progress reporting, etc.	
24	Signed Finance and Security Documentation	Support the IF in addressing the Lender's concerns during the Lender's DD and documentation process.	
25	Financial Close	Support the Borrowers and IF with the fulfilment of CPs and the financial close procedures.	
26	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk.,	

		taking into account the Final Intermediate Phase Financial Model.	
	Stage 6: Close Out		
27	Monitoring and Reporting Framework	Develop a framework for monitoring the progress of the program and reporting to • The financiers; and • SHRA and the Department of Human Settlements; This must include KPIs, reporting format and reporting frequency and adaptation of the financial close model into an operational financial model.	
28	Lessons Learnt Register	Develop a lesson's learnt register as part of the close out report.	
	TOTAL PRICING		
	VAT		
	DISCOUNT (IF ANY)		
	FINAL PRICING OFFER		

Table 9: Pricing Proposal

IT IS IMPORTANT TO NOTE THAT THE DBSA CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.

9. CONDITIONS OF AWARD

The following award conditions are applicable:

- The successful bidder will be required to enter into a services agreement with the IF on such terms as will be specified at the contracting stage, which will include the IF's standard terms for similar agreements.

- The Transaction Advisor will report to the Head: Infrastructure Finance (at the Infrastructure Fund) and may, from time to time, be required to present and submit progress reports within stipulated timeframes. The Transaction Advisor will be expected to confirm professional indemnity cover for the active duration of the assignment.
- The services agreement will provide for the process to be followed for the approval and payment of invoices, and the approval or adoption of deliverables, which will be based on the IF's management of payment and approval processes for similar services.
- The professionals allocated by the Transaction Advisor to the assignment shall remain on the assignment unless permission is granted in writing by the Infrastructure Fund to change dedicated professionals. Such permission will only be granted in exceptional circumstances.
- Intellectual property developed as a consequence of the Transaction Advisor's work on the assignment will vest in the Infrastructure Fund.
- The services agreement will provide for the protection of confidential information, which will be based on the IF's standard terms and conditions for similar agreements.
- The costs of preparing proposals and negotiating the contract are not reimbursable;
- The IF is not obligated to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder;
- The Transaction Advisor shall be precluded from undertaking any work or providing any services to any bidding consortium or members of such a consortium and/or the private party or to any eventual project that may result, directly or indirectly from these Services;
- The DBSA will not accept any late bid submissions. Bidders may not contact the DBSA or Infrastructure Fund or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.

- It is the responsibility of the bidder to ensure that soft copies of documents are provided in formats that are supported by Adobe Acrobat®. All bids, or parts thereof, which cannot be opened will not be evaluated.
- The DBSA reserves the right to change any information in, or to issue an addendum to this document 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. Should the DBSA exercise its right to change information, it may seek amended responses from all bidders.
- **THE DBSA CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.**

The above list of conditions is not exhaustive. The listed conditions are highlighted with the primary purpose of indicating that conditions will be applicable to the award. The DBSA reserves the right to attach further conditions to the award.

10. POPIA INFORMED CONSENT

INTRODUCTION

For purposes of this document Section **Error! Reference source not found.** (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.

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.

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.

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.

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, medical 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.

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.

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.

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.

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.

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>

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

APPENDIX 1: STANDARD CV TEMPLATE

CV Template	
Proposed resource Information	
Proposed Position as per the TOR	
Name of the Firm	
Date of Employment	
Name of the staff member	
Date of birth	
Nationality	

Education		
Date Obtained	Institution	Degrees (s) Obtained

Experience				
Employment History Date i.e. (2000 – 2012)	Position Held	Company Name	Detail description in line with the criteria	Sector Experience

Key Projects Undertaken	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Has the project reached Financial close (Yes / No)	
Activities Performed	

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:

RFP164/2023 Procurement of a Project Finance Transaction Advisor (PFTA) for the Social Housing Programme (SHP) for the Infrastructure Fund (IF) Phase 2: Intermediate Phase.

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the consultant under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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

Signature(s) _____

Name(s) _____

Capacity _____

**For the
Tenderer** _____
(Name and address of organisation)

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

Price proposal

(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)

The pricing offer will be binding upon acceptance by the DBSA. Nonetheless, the DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

Bidders are kindly cautioned that the pricing proposal should be submitted in **A SEPARATE FOLDER** clearly marked “pricing proposal”. The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal. **BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the Transaction Advisor is required to propose pricing on a lump sum basis, broken down by deliverable, using Table 9 below. The pricing for the preliminary may not exceed 1% while the Closing stage deliverables together may not be less than 10%.

The scope of work included in this assignment is deemed a desktop exercise and it is not foreseen for the successful bidder to travel or visit projects sites. Therefore, the price offer should be all-inclusive.

	Deliverable	Description	Pricing (ZAR)
	Stage 1: Preliminary Stage		

1	Interfacing with SHRA	interfacing with SHRA to understand its rollout approach, considering SHRA social housing budget, need to increase, as well on how best to extend the fund.	
2	Preliminary Project report	- detailed approach, methodology and project plan; - detailed assessment of the social housing sector, including opportunities, risks and bankability challenges impacting the sector from a funding perspective. The assessment to include possible ways to mitigate the risks and bankability challenges identified; and - a considered view regarding the feasibility of the Programme for crowd financing, together with gaps/risks to be addressed before proceeding with the crowd funding of the intermediate phase of the Programme. - The Preliminary Project Report should include but not limited to a list of SHRA projects (including description, location, project costs and stage of development) that could be included for funding and a	

		preliminary review of the projects from a fundability perspective and interface points on SHRA, IF and lenders.	
3	Project Implementation Plan	• project overview; • project plan outlining the major milestones and deliverables, along with their estimated start and end dates (in Microsoft Project format – minimum level 3 schedule detail with critical path for the project); • resources needed to execute the project; • roles and responsibilities of the project team members; • resources needed to execute the project; • risk management including a risk assessment, risk response plan, and contingency measures to address unforeseen events or challenges; • communication plan that defines how information will be shared and communicated among project team members, stakeholders, and relevant parties;	

		• quality management - describe the quality processes that will be implemented to ensure that project deliverables meet the required level of quality; • change management - how changes to project scope, schedule, or resources will be managed and controlled; • skills development, training, and documentation – describe how the training of identified project team and service providers will be undertaken, and reported including project document management; • stakeholder Engagement: - identify key stakeholders and outline how stakeholders will be engaged and managed throughout the project lifecycle; - developing a communication and engagement plan to ensure their involvement and support; and • valuation and Reporting – what constitute the project to be successful, how will performance be measured and project outcomes be reported.	
4	IPSHP Workshop	• a consolidated Social Housing Programme Intermediate Phase Workshop	
5	Risk Register	• Compile and manage the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the following: - Final Intermediate Phase Project Finance Options Analysis and Implementation Report; and - Consolidated Social Housing Programme Intermediate Phase Workshop.	

Stage 2: Development of documents to support the programme stage			
6	Feasibility Report	• Interface with SHRA to understand its rollout approach, the social housing budget, the social housing market as well as any critical factors affecting bankability. • Assess the feasibility of crowd funding for the IPSHP following the review of the individual projects. • Summarise the findings from the finance, technical, legal/regulatory, and compliance assessments and highlight any gaps to be addressed (de-risking of projects) before proceeding with crowd financing.	
7	IPSHP Business Plan	Develop a comprehensive business plan for the Intermediate Phase of the Social Housing Programme.	
8	Crowd-in Financing Strategy Document	Outline the strategy to crowd-in Financiers for the IPSHP. The strategy must include: - the funding target, - recommended platforms and detailed execution plan including roles and responsibilities, -the proposed syndication model (How to attract the DFIs); - base lender ratios; and - the contracting model; - the deployment of funds model, incorporating a considered view on an SPV versus direct lending structure	

		and the optimal blending model.	
9	Programme Financial Model (aggregated from the individual project financial models)	- Following the review of the individual project's financial models, update the individual financial models where required; and - develop a Programme Financial Model (aggregated) which shall be capable of support the process to financial close of the individual projects and to reflect the operational/actual developments of projects post-financial close	
10	Socio Economic Impact Assessment (SEIA) Report and Cost benefit Analysis (CBA) report and model	Develop the following Programme Specific Reports and Model: - Socio Economic Impact Assessment report; - Cost Benefit Analysis model; and - Cost benefit Analysis report.	
11	Preliminary Technical Assessment Report	Develop a preliminary technical due diligence on the projects	
12	Project Finance Options Analysis Report	Based on the individual project's characteristics, evaluate various financing options available for the IPSHP. The options analysis must include advantages and disadvantages, risks, costs etc.	
13	Terms of Reference: Fund Manager	Develop the TOR for the appointment of the Fund Manager.	
14	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the Final Intermediate Phase	

		Project Finance Options Analysis and Implementation Report.	
	Stage 3: Market Sounding Stage		
15	RFI Document, PIM & Project Teaser	- Develop the flowing documentation for market sounding: - Request For Information (RFI) Document; - Project Information Memorandum (PIM); and - Project Teaser	
16	Market Sounding Outcome Report	- Assess the market appetite for the IPSHP and gather feedback from potential financiers; and - Update of the crowd finance strategy document, which includes: - an identification of the DFI community (local and international); and - an engagement plan, with clear objectives, i.e., appetite to fund Phase 2, conditions thereof, inhibitors, preferred funding structures, instruments, and execution vehicle.	
17	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the insights gained during this stage.	
	Stage 4: Funding RFP Stage		
18	Production of procurement and contracting documents	Producing standardised procurement and contracting documents, which are capable of	

		being used during phases 2 and 3; incorporating but not limited to: - terms of reference to be issued by the Infrastructure Fund, inviting financing proposal from the market, in respect of the Intermediate Phase of the Programme; - terms of reference to be issued by the infrastructure fund, inviting proposals for the establishment of a fund that will be appointed to manage the Intermediate Phase of the Programme; - draft agreements to be signed by the financiers and the subscribers to the Fund referred to above; and - draft agreements to be signed by the SHIs and ODAs (see glossary, as may be required to enable financing on terms acceptable to Programme participants.	
19	Develop Funding RFP and standardised term sheets and agreements: • Financiers • Fund Manager	• Develop Funding RFP and standardised Term Sheet • Define the evaluation criteria and set the timeline for proposal submissions	
20	Support the IF during the RFP process	• to assist in the following: - Solicit formal proposals from interested financiers;	

		- provide clarifications to potential financiers during the RFP period; and • facilitate the evaluation and negotiation of term sheets as well as the selection of most suitable Financiers.	
21	Signed term sheets/agreements	• Facilitate a workshop with the shortlisted Financiers including issuing of invitation and all required documentation to be presented at the workshop; and • Facilitate the signing of all applicable agreements.	
22	Risk Register	• Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the current status of the draft agreements and terms sheets.	
	Stage 5: Lender Due Diligence and Financial Close Stage		
23	Lender's Due Diligence Strategy/Approach	• Develop a Proposal/approach that can be adopted by all Financiers in an effort to have a seamless Lender's diligence process. This includes shared access to projects documentation; co-ordination of Q&A process with bidders and their advisors, standardised Condition Precedents (CPs) Tracking sheet and progress reporting, etc.	
24	Signed Finance and Security Documentation	• Support the IF in addressing the Lender's concerns during the	

		Lender's DD and documentation process.	
25	Financial Close	Support the Borrowers and IF with the fulfilment of CPs and the financial close procedures.	
26	Risk Register	Updating of the risk register, in collaboration with the Infrastructure Fund, focusing on project risk and financial risk., taking into account the Final Intermediate Phase Financial Model.	
	Stage 6: Close Out		
27	Monitoring and Reporting Framework	Develop a framework for monitoring the progress of the program and reporting to - The financiers; and - SHRA and the Department of Human Settlements; This must include KPIs, reporting format and reporting frequency and adaptation of the financial close model into an operational financial model.	
28	Lessons Learnt Register	Develop a lesson's learnt register as part of the close out report.	
	TOTAL PRICING		
	VAT		
	DISCOUNT (IF ANY)		
	FINAL PRICING OFFER		

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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.

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

SBD 4

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date

.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of
company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;

and

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:.....	
ADDRESS:.....	
.....	
.....	
.....	

RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

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

CSD Registration Number:



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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
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