

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:	RFP164/2024
COMPULSORY BRIEFING SESSION DETAILS:	29 November 2024 @ 10h00 am via Microsoft Teams Link: Join the meeting now
CLOSING DATE:	13 December 2024
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	DEVELOPMENT OF AN ACCREDITATION STRATEGY AND STANDARDIZED ACCREDITATION GUIDELINES FOR STUDENT HOUSING INFRASTRUCTURE PROGRAMME
BID DOCUMENTS ELECTRONIC SUBMISSION:	<p>ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification via e-mail to lihlescm@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 10 December 2024 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. <p>NB: Electronic submission is encouraged for all bidders interested in this tender.</p> <p>Closing date of this RFP164/2024 is 13 December 2024 before 23:55PM.</p> <p>No physical bids will be received or accepted at the DBSA offices</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP164/2024

DESCRIPTION: DEVELOPMENT OF AN ACCREDITATION STRATEGY AND STANDARDIZED ACCREDITATION GUIDELINES FOR STUDENT HOUSING INFRASTRUCTURE PROGRAMME.

COMPULSORY BRIEFING: 29 November 2024.

Microsoft Teams Link: [Join the meeting now](#)


TIME: 10H00 AM Johannesburg time

Closing time for the OneDrive Link submission requests - **16h30 on 10 December 2024 (Telkom Time)**


CLOSING DATE: 04 December 2024


CLOSING TIME: 23H55PM

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	

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

**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)? <input type="checkbox"/> YES <input type="checkbox"/> 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**

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	

Annexure G: Certified copies of latest share certificates, in case of a company.

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

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

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 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** for the OneDrive Link submissions - 23h55 on the **13 December 2024 @ 23:55** (Telkom Time)
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihlescm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: 29 November 2024

MS Teams Link: [Join the meeting now](#)

Time: 10H00 AM Johannesburg time

CLOSING DATE: 13 December 2024

CLOSING TIME: 23H55PM

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 lihlescm@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 120 (one-hundred and twenty) 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.	72 hours	Y
2	Returnable documents completed and signed.	72 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B – Bidder must be fully registered & tax compliant in order to do business with the DBSA.	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**

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

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
1.	ECONOMIST (SPECIALIST)		30 OUT OF 100
1.1	<p>Master’s degree or above in the Economics, Finance, Development Studies/Humanities field</p> <p>AND</p> <p>Not Applicable</p>	<p>Points:</p> <ul style="list-style-type: none"> Master’s Degree and/or registration (documentary evidence of registration with a qualifying and relevant professional body) : 10 points No documentary evidence of master’s degree and/or registration with a qualifying and relevant professional body: 0 points 	<p>10</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
1.2.	<p>At least 10 years’ post-qualification experience (excluding articles or in- service training) in a recognised market, in the Economics, Finance, Development Studies/Humanities fields, on projects: that are demonstrated to drafting and/or developing public policies, guidelines and strategic documentation, and that have a value of R Not Applicable million or above, and where the focus of the experience was on: Experience in drafting and/or developing public policies, guidelines and strategic Documentation</p>	<p>Points:</p> <p>More than 10 years: 20 POINTS</p> <p>Equal to or less than 10 years, but more than 6 years: 15 POINTS</p> <p>Equal to = 6 years: 10 POINTS</p> <p>Less than 6 years: 0 POINTS</p>	<p>20</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
2.	LEGAL SPECIALIST		20 OUT OF 100

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
2.1	Bachelor's degree or above in the Law field AND Not Applicable	Points: <ul style="list-style-type: none"> Bachelor's Degree and/or professional registration with a qualifying and relevant professional body: 5 POINTS Below Bachelor's Degree and/or no registration: 0 POINTS 	5 (5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
2.2	At least 8 years' post-qualification experience (excluding articles or in- service training) in a recognised and mature market, in the Law field, on projects: that are demonstrated to the development of strategies, policies and guidelines , and that have a value of R Not Applicable million or above, and where the focus of the experience was on: Demonstrate knowledge in public law. Experience in development of strategies, policies and guidelines to assist with the current legislative environment	Points: More than 12 years: 15 POINTS Equal to or less that 12 years, but more that 8 years: 10 POINTS Equal to 6 years: 6 POINTS Less than 6 years: 0 POINTS	15 (6 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
3.	FINANCE SPECIALIST		20 OUT OF 100
3.1	Bachelor's degree or above in the Finance field AND Not Applicable	Points: <ul style="list-style-type: none"> Bachelor's Degree and/or professional registration with a qualifying and relevant professional body: 5 POINTS Below Bachelor's Degree and/or no registration: 0 POINTS 	5 (5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)
3.2	At least 6 years' post-qualification experience (excluding articles or in- service training) in a recognised and mature market as follows: With project financial risk being	Points: More than 10 years: 15 POINTS Equal to or less than 10 years, but more than 6 years: 10 POINTS Equal to 6 years: 6 POINTS	15 (6 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
	<p>the main area of focus, the specialist must have experience in the field of Development Finance, or Project Finance, on project-financed, projects:</p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding,</p> <p>(iii) that had a value of R200 million or above, and (iv) where the focus of the experience was on: advising on, compiling, or reviewing bankable feasibility study reports.</p>	Less than 6 years: 0 POINTS	
4.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY		30 OUT OF 100
4.1	<p>Comprehension, Approach and Methodology:</p> <p>The proposal:</p> <ul style="list-style-type: none"> • demonstrates a detailed proposal through <i>inter alia</i>: <ul style="list-style-type: none"> - a workplan for the execution of the scope; - a project management approach; - a clear and well-defined schedule and timeframes; - a team organogram detailing the experience and roles of key personnel and supporting team members; • provides a detailed 	<p>Points:</p> <ul style="list-style-type: none"> • Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope: 30 POINTS • Addresses all requirements, demonstrates a sound understanding of assignment, associated risks, however, did not include value-add innovations or improvements on the scope: 25 POINTS • Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks: 15 POINTS • Partially addresses requirements, but overall is not convincing (i.e., scope is not fully addressed, or schedule and timeframes are not reasonable): 10 POINTS 	30

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
(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)			
	<p>understanding of the assignment;</p> <ul style="list-style-type: none"> shows a clear analysis of key challenges and risks associated with the assignment and provides proposals to address each of these; offers concrete suggestions regarding the proposed methodology and approach (not duplicating the Terms of Reference) and where necessary, provides suggested amendments, additions, or improvements to the proposed scope. <p>OFFERS CONCRETE STEPS TO ENSURE MEANINGFUL PARTICIPATION OF MEMBERS OF THE TEAM, INCLUDING MENTORING, TRAINING AND SKILLS TRANSFER WITHIN THE TEAM</p>	<ul style="list-style-type: none"> Does not address the requirement and is not detailed: 0 POINTS 	
	Total		100
	NB: Minimum Threshold for Functional Qualification		70

26.1 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.

26.1.1 **Third Stage – price**

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

26.1.1.2 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.**

27. Risk Analysis and Objective Criteria

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, **may be excluded from further evaluation.**
- 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 **for further evaluation and/or recommendation for award.**
- 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 **for further evaluation and/or recommendation for award.**
- 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

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

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 AND SCOPE OF WORK

1. INTRODUCTION AND BACKGROUND

Through this request for proposals and terms of reference (“**Terms of Reference**”), the Development Bank of Southern Africa Limited (“**the DBSA**” or “**the Bank**”) invites proposals from prospective services providers (“**the Service Provider**”) for consideration and if finally selected, appointment render services (“**the Services**”) to Development Accreditation Strategy and Standardized Accreditation Guidelines to the Programme Development Execution (“**PDE**”) unit of the DBSA, in respect of the Student Housing Infrastructure Programme (SHIP).

The Services, which are further described in **Annexure A** (*Scope of Work and Deliverables*) below will assist the DBSA to achieve the following desired outcomes:

- **Outcome 1:** Meet the stated objectives of the Project as described in **Annexure B**;
- **Outcome 2:** Execute on the DBSA’s statutory mandate as described in section 2 below (DBSA’s Mandate).

Table 1: Desired Objectives of the DBSA

The successful bidder will be required to enter into an appropriate agreement with the DBSA, to render the required Services on such contractual terms as will be specified in more detail in the said agreement, but which terms adhere substantially to the DBSA’s standard terms and conditions (“**the Agreement**”) in respect of similar services.

THIS REQUEST IS ONLY FOR PROPOSALS AND NOT PRICING QUOTATIONS.

A SPECIFIED NUMBER OF BIDDERS WILL BE PRE-SELECTED BY THE DBSA TO PROCEED TO THE QUOTATION STAGE, WHEREBY THEY WILL BE REQUIRED TO PROVIDE THE DBSA WITH PRICING PROPOSALS FOR THE SERVICES. AS PART OF THIS INITIAL PROCESS, THE BIDDERS WILL BE PRE-SELECTED BASED ON THE PRE-QUALIFICATION AND FUNCTIONAL CRITERIA LAID OUT IN THESE TERMS OF REFERENCE.

1.1 DBSA’S MANDATE

The DBSA is a development finance institution (“**DFI**”) wholly owned by the Government of the Republic of South Africa, reconstituted, and incorporated in terms of section 2 of the Development Bank of Southern Africa Act (*Act No. 13 of 1997*), and listed in Schedule 2 of the Public Finance Management Act, 1999, with its principal place of business situated at 1258 Lever Road, Headway Hill, Midrand.

In terms of the Development Bank of Southern Africa Act (“**the DBSA Act**”), the DBSA is mandated as a DFI with the primary purpose of promoting economic development and growth, human resource development and institutional capacity building, by mobilising financial and other resources from the national and international private and public sectors for sustainable development projects and programmes in South Africa and the wider African continent.

In accordance with its mandate, the DBSA also extends to the developmental requirements of the SADC region and the Rest of Africa (“**ROA**”) region, encouraging regional integration and achieving an integrated finance system for development. The DBSA is authorised to assist other institutions in the national or international, public, and private sections with the management of specific funds.

The DBSA’s development role can only be achieved through financial sustainability, which ensures that the Bank is not a burden to government or to society. The DBSA’s strength in its corporate governance is critical and has continuously supported the growth and resilience of the Institution.

The DBSA is aligned to the following national, regional, and global plans:

- **National Development Plan (NDP) 2030**

The Bank’s mandate and strategy are linked to the objectives of South Africa’s NDP Vision 2030, which sets out an integrated strategy for accelerating economic growth, eliminating poverty, and reducing inequality. Faster economic growth is both a key objective of the NDP and a necessary condition to raise the resources needed to fund the country’s social and economic transformation. Large-scale investment in economic infrastructure, especially in energy, transport, water, and ICT as well as social infrastructure, in education, health and housing, is a critical enabler.

- **Sustainable Development Goals**

The 17 SDGs, developed to support the United Nations 2030 Agenda, are aimed overall at ending poverty and inequality, protecting the planet, and ensuring peace and prosperity for all. The DBSA’s investments are informed by the SDGs, and we have identified goals 6, 7, 9, 11, 13 and 17 as the Bank’s main priorities. Goals 1, 3, 4 and 5 are indirectly supported by the DBSA’s core activities.

- **Agenda 2063**

The African Union’s (AU) Agenda 2063 is a blueprint and master plan for transforming Africa into the global powerhouse of the future. The aim of the strategic framework is to effect socioeconomic transformation of the continent over the next 50 years. It was adopted by the African Union Summit in January 2015. The African Continental Free Trade Area Agreement (CFTA) that came into force on 30 May 2019, is a flagship project of Agenda 2063. CFTA is a treaty between consenting countries whereby a free trade area is constituted that allows member countries to conduct trade with each other without tariffs or other hindrances.

1.2 DETAILS OF THE PROJECT

The Project is described in detail in **Annexure A**.

1.3 STAKEHOLDERS OF THE PROJECT

The Project stakeholders, as well as their respective roles, are as follows:

DBSA – Project Owner

DHET – Programme Sponsor for SHIP

NSFAS – Financial aid provider to eligible students for student housing

2. BENEFICIARIES OF THE PROJECT

The Project beneficiaries, as well as their respective roles, are as follows:

Students – They benefit from the provision of good quality student housing complying to DHET's Policy on Minimum Norms and Standards for Student Housing at Higher Learning Institutions

3. SCOPE OF WORK AND DELIVERABLES

Upon signing the Agreement, the successful bidder will be required to deliver on the **Scope of Services and accompanying deliverables laid out in Annexure B**. The quality of the service, service levels and standards shall be as laid out in the applicable agreement, which will be a services agreement.

3.1 PROPOSAL TO BE IN LINE WITH THE DBSA'S DESIRED OUTCOMES

As part of its submission in response to these Terms of Reference, the prospective Service Provider is required to clearly demonstrate how the solutions proposed by the Project will assist the DBSA to achieve the desired outcomes referred to in section 1 (*Introduction and Background*). Whether the prospective Service Provider's proposal has met this condition shall be assessed by the DBSA in its sole discretion.

4. PRE-QUALIFICATION CRITERIA

4.1 Skills, Experience and Availability

The prospective Service Provider must have both the skills and experience necessary to undertake the tasks set out in these Terms of Reference. In addition, the Service Provider must be able to demonstrate a comprehensive understanding of the requirements of the assignment that is the subject matter of these Terms of Reference.

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

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

Considering the Project Objectives contained in **Annexure B** (*Detailed Description of the Project*), the prospective Service Provider's team should at a minimum, consist of the key personnel listed in **Annexure C** (*Key Personnel and Supporting Specialists*), each of whom must be an individual with the skills, knowledge and experience listed in the said Annexure C. Each key personnel must be adequately supported by a team, as demonstrated in the prospective Service Provider's proposal, unless the team support requirement is clearly excluded by from requirements specified in **Annexure C**.

IN ITS SOLE DISCRETION, THE DBSA MAY REJECT BIDS WHERE THE REQUIRED KEY PERSONNEL ARE NOT CLEARLY AND EXPLICITLY SPECIFIED OR WHERE SUCH INDIVIDUALS ARE NOT SHOWN TO BE SUITABLY QUALIFIED. PROSPECTIVE BIDDERS ARE KINDLY CAUTIONED AGAINST PROVIDING A TEAM OF SPECIALISTS, WITHOUT SPECIFYING REQUIRED INDIVIDUAL LEAD SPECIALIST, WHOSE SKILLS AND EXPERIENCE WILL FORM THE BASIS OF THE SCORING OF THE BID.

In addition to the above, the prospective Service Provider must demonstrate that the support team comprises the supporting specialists listed in **Annexure C**.

IN ITS SOLE DISCRETION, THE DBSA MAY REJECT BIDS WHERE THE REQUIRED SUPPORTING SPECIALISTS ARE NOT CLEARLY AND EXPLICITLY SPECIFIED OR WHERE SUCH INDIVIDUALS ARE NOT SHOWN TO BE SUITABLY QUALIFIED.

The prospective Service Provider may have the key personnel in its direct employ or may have access to the personnel through contractual arrangements (valid as at the date of the prospective Service Provider’s proposal), 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 DBSA MAY REJECT BIDS WHERE APPLICABLE, VALID CONTRACTUAL ARRANGEMENTS SUCH AS PARTNERSHIPS, TEAMING OR JOINT BIDDING AGREEMENTS ARE NOT INDICATED AS REQUIRED.

The key personnel must meet the following minimum criteria:

NO.	MINIMUM EXPERTISE REQUIRED (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	PRE-QUALIFICATION CRITERIA (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria below] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	REQUIRED DOCUMENTARY EVIDENCE (Failure to provide the required documentary evidence in respect of any key specialist WILL LEAD to disqualification of the prospective Service Provider and the rejection of the proposal in its entirety).
1.	ECONOMIST (SPECIALIST)		
1.1	Relevant academic qualification.	Masters's degree or above in the Economics, Finance, Development Studies/Humanities field	<ul style="list-style-type: none"> • Copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on, foreign academic qualifications must be accompanied by a valid SAQA certificate; AND • CV.
1.2	Registration with a professional body.	Not Applicable	<ul style="list-style-type: none"> • Copy of certificate of admission (certification from a South African commissioner of oaths or notary public, not older than 6 months).
1.3	The key specialist must have experience in the Economics, Finance, Development Studies/Humanities field, on projects: that are demonstrated to drafting and/or developing public policies, guidelines and strategic documentation, and that have a value of R Not Applicable million or above, and where the focus of the experience was on: Experience in drafting and/or developing public policies, guidelines and strategic	At least 10 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	<ul style="list-style-type: none"> • IN RESPECT OF EACH PROJECT, a minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses, and telephone numbers, in respect of projects completed in a recognised and mature market; <p style="text-align: center;"><u>OR</u></p> <ul style="list-style-type: none"> • Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market; AND

NO.	MINIMUM EXPERTISE REQUIRED (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	PRE-QUALIFICATION CRITERIA (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria below] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	REQUIRED DOCUMENTARY EVIDENCE (Failure to provide the required documentary evidence in respect of any key specialist WILL LEAD to disqualification of the prospective Service Provider and the rejection of the proposal in its entirety).
	documentation		<ul style="list-style-type: none"> CV.
2. LEGAL SPECIALIST			
2.1	Relevant academic qualification	Bachelor's degree or above in the Law field	<ul style="list-style-type: none"> Copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on (as opposed to a recognised and mature market), foreign academic qualifications must be accompanied by a valid SAQA certificate; AND CV.
2.2.	Registration with a professional body	Not Applicable	<ul style="list-style-type: none"> Copy of certificate of registration (certification from a South African commissioner of oaths or notary public, not older than 6 months); AND CV.
2.3.	The key specialist must have experience in the Law field, on projects that are demonstrated to: in development of strategies, policies and guidelines; and that have a value of R Not Applicable million or above, and where the focus of the experience was on: development of strategies, policies and guidelines to assist with the current legislative environment	At least 8 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	<ul style="list-style-type: none"> IN RESPECT OF EACH PROJECT, a minimum of one recent (not older than 6 months) contactable references, with names, physical addresses, and telephone numbers, in respect of projects completed in the Republic of South Africa, a recognised and mature market; <p><u>OR</u></p> <ul style="list-style-type: none"> Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market;

NO.	MINIMUM EXPERTISE REQUIRED (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	PRE-QUALIFICATION CRITERIA (Failure on the part of any key specialist to score at or above the minimum threshold [see evaluation criteria below] on the minimum expertise WILL LEAD to the disqualification of the prospective Service Provider and the rejection of the proposal in its entirety)	REQUIRED DOCUMENTARY EVIDENCE (Failure to provide the required documentary evidence in respect of any key specialist WILL LEAD to disqualification of the prospective Service Provider and the rejection of the proposal in its entirety).
			<p>AND</p> <ul style="list-style-type: none"> CV
3.	FINANCE SPECIALIST		
3.1	Relevant academic qualification	Bachelor's degree or above in the Finance field	<ul style="list-style-type: none"> Copy of degree or where applicable, diploma (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on (as opposed to a recognised and mature market), foreign academic qualifications must be accompanied by a valid SAQA certificate.
3.2.	Registration with a professional body	Not Applicable	<ul style="list-style-type: none"> Copy of certificate of registration (certification from a South African commissioner of oaths or notary public, not older than 6 months); <p>AND</p> <ul style="list-style-type: none"> CV.
3.3.	The key specialist must have experience in the Finance field, on projects that are demonstrated to: development of financial models / solutions for student housing and that have a value of Not Applicable million or above, and where the focus of the experience was on: Demonstrate Development Finance or Project Finance experience, and knowledge in PSET sector and development of financial models / solutions for student housing.	At least 6 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market.	<ul style="list-style-type: none"> IN RESPECT OF EACH PROJECT, a minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses, and telephone numbers, in respect of projects completed in a recognised and mature market; <p>OR</p> <ul style="list-style-type: none"> Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market.

Table 2: Minimum Qualifications and Experience

When providing contactable project references for each specialist, the Bidder **must also include start and end dates of the assignment in which the specialist was directly involved**, the client's

name, specific responsibilities undertaken by the specialist for each individual referenced project, client contact details, appointment amount and to the extent possible, the project transaction, commercial or investment value. As part of the submission requirements, the Bidder is required to complete the table below indicating that they meet the minimum prequalification criteria.

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 DBSA 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 as **“Pre-Qualification Criteria Documents”**.

Further, the confirmation-of-expertise table below (**Table 3**) should be completed and returned as part of the bid.

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist’s name)	Y/N? (Indicate appropriate) as	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
1.	ECONOMIST (SPECIALIST)		
1.1	Master’s degree or above in the Economics, Finance, Development Studies/Humanities fields	Y/N	<ul style="list-style-type: none"> Copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on, foreign academic qualifications must be accompanied by a valid SAQA certificate; AND CV.
1.2	Registration with a professional body.	Y/N	Not applicable
1.3	The key specialist must have experience in the Economics, Finance, Development Studies/Humanities field, on projects: that are demonstrated to drafting and/or developing public policies, guidelines and strategic documentation, and that have a value of R Not Applicable million or above, and where the focus of the experience was on: Experience in	Y/N	<ul style="list-style-type: none"> <u>IN RESPECT OF EACH PROJECT</u>, a minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses, and telephone numbers, in respect of projects completed in a recognised and mature market; <u>OR</u> Reference letters, certificates of service or

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist’s name)	Y/N? (Indicate appropriate) as	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
	<p>drafting and/or developing public policies, guidelines and strategic documentation.</p> <p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> • a clear project description in the CV, with start and end dates, nature of project, client, and project value; and • contactable references; or • a certificate of project completion; or • a letter of appointment/completion. <p>NOTE: “Contactable References” means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> • Name of reference; • Relationship to the Bidder or key specialist; • Valid physical address of the reference; • Valid telephone number or email address of the reference; and • The project corresponding with the said reference. <p><u>Failure to provide a project description and contactable references complying with these requirements may lead to the experience not being considered due to the inability to verify it.</u></p>		<p>project completion issued in respect of each of the listed projects, as completed in a recognised and mature market;</p> <p>AND</p> <ul style="list-style-type: none"> • CV.
2.	LEGAL SPECIALIST		
2.1	Bachelor’s degree or above in Legal filed	Y/N	<ul style="list-style-type: none"> • Copy of degree (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on (as opposed to a recognised and mature market), foreign academic qualifications must be accompanied by a valid SAQA certificate; AND

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist's name)	Y/N? (Indicate appropriate) as	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
			<ul style="list-style-type: none"> CV.
2.2	<p>The key specialist must have experience in the Law field, on projects that are demonstrated to: in development of strategies, policies and guidelines; and that have a value of R Not Applicable million or above, <u>and where</u> the focus of the experience was on: development of strategies, policies and guidelines to assist with the current legislative environment.</p> <p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> a clear project description in the CV, with start and end dates, nature of project, client, and project value; and contactable references; or a certificate of project completion; or a letter of appointment/completion. <p>NOTE: “Contactable References” means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> Name of reference; Relationship to the Bidder or key specialist; Valid physical address of the reference; Valid telephone number or email address of the reference; and <p>The project corresponding with the said reference.</p>	Y/N	<ul style="list-style-type: none"> <u>IN RESPECT OF EACH PROJECT</u>, a minimum of one recent (not older than 6 months) contactable references, with names, physical addresses, and telephone numbers, in respect of projects completed in the Republic of South Africa, a recognised and mature market; <p><u>OR</u></p> <ul style="list-style-type: none"> Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market; <p><u>AND</u></p> <ul style="list-style-type: none"> CV

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist's name)	Y/N? (Indicate appropriate) as	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
	<u>Failure to provide a project description and contactable references complying with these requirements may lead to the experience not being considered due to the inability to verify it.</u>		
3. FINANCE SPECIALIST			
3.1	Bachelor's degree or above in Finance filed	Y/N	<ul style="list-style-type: none"> • Copy of degree or where applicable, diploma (certification from a South African commissioner of oaths or notary public, not older than 6 months). Where experience in South Africa is relied on (as opposed to a recognised and mature market), foreign academic qualifications must be accompanied by a valid SAQA certificate.
3.2	<p>The key specialist must have experience in the Finance field, on projects that are demonstrated to: development of financial models / solutions for student housing and that have a value of Not Applicable million or above, and where the focus of the experience was on: Demonstrate Development Finance or Project Finance experience, and knowledge in PSET sector and development of financial models / solutions for student housing.</p> <p>The experience must be evidenced by:</p> <ul style="list-style-type: none"> • a clear project description in the CV, with start and end dates, nature of project, client, and project value; and • contactable references; or • a certificate of project completion; or • a letter of appointment/completion. <p>NOTE: "Contactable References" means that in respect of each reference and project, the following information must be submitted:</p> <ul style="list-style-type: none"> • Name of reference; • Relationship to the Bidder or key 	Y/N	<ul style="list-style-type: none"> • IN RESPECT OF EACH PROJECT, a minimum of one recent (not older than 6 months) contactable reference, with names, physical addresses, and telephone numbers, in respect of projects completed in a recognised and mature market; <p>OR</p> <ul style="list-style-type: none"> • Reference letters, certificates of service or project completion issued in respect of each of the listed projects, as completed in a recognised and mature market.

NO.	IS THE MINIMUM EXPERTISE DEMONSTRATED? (Yes or No – If Yes, provide the specialist's name)	Y/N? (Indicate appropriate) as	DOCUMENTARY EVIDENCE AS RELEVANT (Specify the page location of the CV, copy of academic and registration documents, practice numbers, as well as contactable project references or certificates)
	specialist; <ul style="list-style-type: none"> • Valid physical address of the reference; • Valid telephone number or email address of the reference; and • The project corresponding with the said reference. <p><u>Failure to provide a project description and contactable references complying with these requirements may lead to the experience not being considered due to the inability to verify it.</u></p>		

Table 3: Confirmation of Expertise

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

5. EVALUATION ON FUNCTIONAL CRITERIA

5.1 RESPONSES TO THE EVALUATION CRITERIA SET OUT

The proposal or bid submitted by the bidder should at a minimum meet the pre-qualification criteria outlined above, after which it will proceed to the next level, being evaluation on functional criteria. The submissions below must be made to facilitate the evaluation of the proposal.

THE ELECTRONIC FILE SUBMISSIONS MUST BE APPROPRIATELY NAMED AS SPECIFIED BELOW (CONTAINED WITHIN FOLDERS IF COMPRISING MORE THAN ONE (1) FILE):

5.1.1 FILE NAME: RESOURCE MATRIX

- A **Resource Matrix** indicating the **lead specialists** and the role that each specialist will fulfil on the team (i.e., with reference being had to section 6 above).
- **Supporting team members must also be clearly indicated, including their roles; and lead specialist that they will support must be specified.** Further and in addition to the minimum criteria listed, the team must comprise at least one suitably qualified:

- Not applicable
- Not applicable.

5.1.2 File Name: Curriculum Vitae

CVs for each Lead Specialist with a clear indication of which role each specialist will play on the project, taking into account the contents of Section 10.

NB: THE LEADS, AND NOT SUPPORTING TEAM MEMBERS WILL BE SCORED UNDER “KEY PERSONNEL” FUNCTIONAL CRITERIA. SUPPORTING TEAM MEMBERS WILL HOWEVER CONTRIBUTE TOWARDS THE “STAFFING” SCORE IN THE PROJECT COMPREHENSION, APPROACH AND METHODOLOGY EVALUATION SECTION.

Each CV must:

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

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

5.1.3 File Name: Project Reference List

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

- the client whom the project was completed for;

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

Each project description should be no longer than 150 words.

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

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

5.2 FUNCTIONAL CRITERIA SCORING

5.2.1 Detailed Functional Criteria Scoring

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
1.	ECONOMIST (SPECIALIST)		30 OUT OF 100
1.1	<p>Master's degree or above in the Economics, Finance, Development Studies/Humanities field</p> <p>AND</p> <p>Not Applicable</p>	<p>Points:</p> <ul style="list-style-type: none"> Master's Degree and/or registration (documentary evidence of registration with a qualifying and relevant professional body) : 10 points No documentary evidence of master's degree and/or registration with a qualifying and relevant professional body: 0 points 	<p>10</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
1.2	<p>At least 10 years' post-qualification experience (excluding articles or in-service training) in a recognised market, in the Economics, Finance, Development Studies/Humanities fields, on projects: that are demonstrated to drafting and/or developing public policies, guidelines and strategic documentation, and that have a value of R Not Applicable million or above, and where the focus of the experience was on: Experience in drafting and/or developing public policies, guidelines and strategic Documentation</p>	<p>Points:</p> <p>More than 10 years: 20 POINTS</p> <p>Equal to or less than 10 years, but more than 6 years: 15 POINTS</p> <p>Equal to = 6 years: 10 POINTS</p> <p>Less than 6 years: 0 POINTS</p>	<p>20</p> <p>(10 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
2.	LEGAL SPECIALIST		20 OUT OF 100
2.1	<p>Bachelor's degree or above in the Law field</p> <p>AND</p> <p>Not Applicable</p>	<p>Points:</p> <ul style="list-style-type: none"> Bachelor's Degree and/or professional registration with a qualifying and relevant professional body: 5 POINTS Below Bachelor's Degree and/or no registration: 0 POINTS 	<p>5</p> <p>(5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
2.2	<p>At least 8 years' post-qualification experience (excluding articles or in-</p>	<p>Points:</p> <p>More than 12 years: 15 POINTS</p>	<p>15</p> <p>(6 is the <u>minimum</u></p>

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
	<p>service training) in a recognised and mature market, in the Law field, on projects: that are demonstrated to the development of strategies, policies and guidelines , and that have a value of R Not Applicable million or above, <u>and</u> where the focus of the experience was on: Demonstrate knowledge in public law. Experience in development of strategies, policies and guidelines to assist with the current legislative environment</p>	<p>Equal to or less that 12 years, but more that 8 years: <u>10 POINTS</u></p> <p>Equal to 6 years: <u>6 POINTS</u></p> <p>Less than 6 years: <u>0 POINTS</u></p>	<p><u>threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
3.	FINANCE SPECIALIST		20 OUT OF 100
3.1	<p>Bachelor's degree or above in the Finance field</p> <p><u>AND</u></p> <p>Not Applicable</p>	<p>Points:</p> <ul style="list-style-type: none"> Bachelor's Degree and/or professional registration with a qualifying and relevant professional body: <u>5 POINTS</u> Below Bachelor's Degree and/or no registration: <u>0 POINTS</u> 	<p>5</p> <p>(5 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>
3.2	<p>At least 6 years' post-qualification experience (excluding articles or in-service training) in a recognised and mature market as follows:</p> <p>With project financial risk being the main area of focus, the specialist must have experience in the field of Development Finance, or Project Finance, on <u>project-financed projects:</u></p> <p>(i) that are demonstrated to have achieved financial close, (ii) that were funded with or without public funding, (iii) that had a value of R200 million or above, <u>and (iv)</u> where the focus of the experience was on: advising on, compiling, or reviewing bankable</p>	<p>Points:</p> <p>More than 10 years: <u>15 POINTS</u></p> <p>Equal to or less than 10 years, but more than 6 years: <u>10 POINTS</u></p> <p>Equal to 6 years: <u>6 POINTS</u></p> <p>Less than 6 years: <u>0 POINTS</u></p>	<p>15</p> <p>(6 is the <u>minimum threshold</u> for this element. A score of 0 leads to disqualification of the proposal)</p>

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
	feasibility study reports.		
4.	PROJECT COMPREHENSION, APPROACH AND METHODOLOGY		30 OUT OF 100
4.1	<p>Comprehension, Approach and Methodology:</p> <p>The proposal:</p> <ul style="list-style-type: none"> demonstrates a detailed proposal through <i>inter alia</i>: <ul style="list-style-type: none"> a workplan for the execution of the scope; a project management approach; a clear and well-defined schedule and timeframes; a team organogram detailing the experience and roles of key personnel and supporting team members; provides a detailed understanding of the assignment; shows a clear analysis of key challenges and risks associated with the assignment and provides proposals to address each of these; offers concrete suggestions regarding the proposed methodology and approach (not duplicating the Terms of Reference) and where necessary, provides suggested amendments, additions, or improvements to the proposed scope. <p>OFFERS CONCRETE STEPS TO ENSURE MEANINGFUL PARTICIPATION OF MEMBERS OF</p>	<p>Points:</p> <ul style="list-style-type: none"> Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations or improvements on the scope: <u>30 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>25 POINTS</u> Addresses most areas of requirements but is generic and does not convey an understanding of assignment and associated risks: <u>15 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>10 POINTS</u> Does not address the requirement and is not detailed: <u>0 POINTS</u> 	30

NO.	EVALUATION CRITERIA OR ELEMENT	SCORING FOR THE WHOLE ELEMENT	MAXIMUM POINTS (TOTAL: 100)
	(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)		
	THE TEAM, INCLUDING MENTORING, TRAINING AND SKILLS TRANSFER WITHIN THE TEAM		
	Total		100
	NB: Minimum Threshold for Functional Qualification		70

5.2.2 Functional Criteria Weighting

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

6 PRICING

AS INDICATED ABOVE, PRICING IS NOT REQUIRED BE PROVIDED AS PART OF THIS PROCESS. BIDDERS WILL BE SCORED ONLY ON THE PRE-QUALIFICATION AND FUNCTIONAL CRITERIA SET OUT IN THESE TERMS OF REFERENCE. IT IS ONLY THE PRE-SELECTED BIDDERS THAT WILL BE CONSIDERED BASED ON PRICE QUOTATIONS, THESE BEING A PROCESS THAT WILL BE COMMENCED ON BY THE DBSA AT AN APPROPRIATE TIME IN THE FUTURE. BIDDERS ARE REQUESTED TO NOTE THAT THE SUBMISSION OF PRICING INFORMATION DURING THIS INITIAL PROCESS IS GROUNDS FOR ELIMINATION OF THE BID CONCERNED FROM THE PROCESS.

7 CONDITIONS OF AWARD

The conditions of award that will be applicable to the bidder that will finally be appointed by the DBSA will be laid out in relevant procurement documents as part of the second phase of the process; as well as in the applicable Service Agreement.

8 POPIA INFORMED CONSENT

8.1 Introduction

For purposes of this document Section 24 (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.

8.2 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**.

8.3 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.

8.4 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.

8.5 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 regards the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.
- **Specific identifiers**, which are required in order to protect legitimate interests, comply with legal obligations or public legal duties, or in order to accommodate you in our workplaces,

such as your race (Employment Equity related), religion (correct and fair treatment related), sexual and medical history including any medical conditions (to comply with laws and related to correct and fair treatment issues), trade union matters (to comply with laws and related to correct and fair treatment issues), and financial, credit, deviant and criminal history (to protect our legitimate interests and to perform risk assessments), as well as children's details (benefits related).

- **Account Information**, including banking details, security-related information (including usernames and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related information (including payment, shipping, and billing information), and similar data, all which are required to perform contractual matters and / or in order to provide you access to services.
- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our websites, applications, mobile applications, or social media portals or platforms including information in alerts, folders, notes, and shares of content), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version, operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, or next steps you may make after seeing an advertisement, and marketing preferences), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Location Data**, such as the location of your device, your household, and similar location data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to

queries or to ensure that security safeguards are in place.

- **Your Image**, such as still pictures, video, voice, and other similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data, which are required to comply with laws and public duties.
- **Financial Information**, such as billing address, billing contact details, and similar data., tax numbers and VAT numbers, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place and / or which are required to comply with laws and public duties.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Health records** such as medical status and history, examinations, blood type, medial aid history, disability- related information, biometrics, medicals, psychometrics, and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Social Media and Online Content**, such as information placed or posted in social media and online profiles, online posts, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.

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

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

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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>

8.11 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: inforeg@justice.gov.za

TOR - ANNEXURE A: DETAILED DESCRIPTION OF THE Project

1. INTRODUCTION

The Development Bank of Southern Africa (**DBSA**) is one of Africa's leading Development Financial Institution (**DFI**), that is wholly owned by the South African government. It is mandated to promote inclusive economic growth and regional integration by mobilizing financial and other resources for sustainable development projects and programmes in South Africa, Southern African Development Community (**SADC**) and wider African continent. It fosters infrastructure-led economic growth which responds to the socio-economic needs of its people, as well as addresses the threats of climate change leading to an improvement in the lives of the African population.¹ Accordingly, the DBSA's mission is to advance development impact in the region by expanding access to development finance, and effectively integrate and implement sustainable development solutions to:

- Improve the quality of life through the development of social infrastructure;
- Support economic growth through investment in economic infrastructure;
- Support regional integration; and
- Promote sustainable use of scarce resources².

The DBSA invites proposals from professional service providers or consortia for the development of an **Accreditation Strategy** and **Standardized Accreditation Guidelines** for the Student Housing Infrastructure Programme (**SHIP**). The intention of developing the strategy and guidelines is to map out the approach which will be adopted by all Post-School Education and Training (**PSET**) institutions and under which the accreditation of privately-owned facilities will be managed.

2. BACKGROUND

The accreditation model for student housing continues to be widely used by many PSET institutions and likely to be providing more student bed capacity than those owned by PSET institutions in the short- to medium-term. Accreditation model, refers to the contracting methodology widely used by the PSET sector, including the institutions and National Student Financial Aid Scheme (**NSFAS**) to secure student housing facilities by PSET institutions from private sector accommodation providers on a short- to medium-term, wherein the contractual period could vary between one and five years. The use of this model increased following the gazetting of the Department of Higher Education And Training's (**DHET's**) Policy on Minimum Norms and Standards for Student Housing at Public Universities in September 2015. This resulted in PSET institutions procuring student housing facilities that have many challenges ranging from; poor quality and living conditions, overcrowding

and longer distances from campuses, thus compromising the safety of students. These are further exacerbated by the lack of continuous monitoring of these facilities once a private party has been accredited and the allegations of corruption involved in the accreditation process.

Presently, most of the student housing facilities sourced from private parties across universities and/or colleges are contracted through the accreditation model, however each PSET institution has its own accreditation policy/guidelines. It is our understanding that some of these policies are not adequately structured and inconsistent, therefore posing significant challenges in the sector, and other PSET institutions do not have any policies/guidelines. Furthermore, as a result of these challenges, the existing policies do not stimulate required investment and financing into the sector to assist with the alleviation of shortage of student housing infrastructure. The accreditation strategy and standardized accreditation guidelines, which is intended to be used by the PSET sector, will enable uniformity in the sector, reducing the risk, thus stimulate investment and financing into the sector. In addition, the current Policy on Minimum Norms and Standards for Student Housing at Public Universities requires private parties to fully construct the student housing facility, after which the institution verifies that the facility complies with its policy. If found to be compliant, the institution and/or NSFAS then issues an accreditation with the validity period ranging from one to five years.

¹ DBSA, 2023a. Sustainability Review - 2022

² DBSA, 2023b. Annual Report - 2022

3. PURPOSE

The purpose of this Request for Proposal (**RFP**) is to procure a professional service provider for the development of an Accreditation Strategy and Standardized Accreditation Guidelines for the SHIP.

SHIP has a target of 300 000 student beds over a period of ten (10) years, which commenced in 2019 and ending in 2030. SHIP has made significant progress with approximately 9 407 student beds completed and 2 312 in construction under SHIP phase 1 developments. In addition to this, twelve (12) feasibility studies for SHIP phase 2 development were completed in 2022, i.e., comprising 12 projects. In November 2021, the DHET and DBSA launched SHIP phase 3 developments which is aimed at leveraging the Privately-Owned Land Development (**PLD**) model universities and Technical and Vocational Education and Training (**TVET**) colleges. This will subsequently be followed by the launching of SHIP phases 4 and 5 developments. Together, phases 3, 4 and 5 account for approximately 260 000 student beds of the total 300 000 student beds target. It is important to note that the anticipated accreditation strategy and standardized accreditation guidelines are expected to play a critical role in supply of student housing facilities for the SHIP phases 3, 4 and 5, respectively.

To achieve this target, it is critical to leverage on private sector participation. The accreditation model is one way of ensure private sector participation.

The objectives of the proposed standardized accreditation guidelines is as follows::

- Propose a uniform guidelines, consistent and complementary to the Policy on Minimum Norms and Standards for Student Housing at Public Universities, to be adopted by the entire PSET sector, including but not limited to PSET institutions, NSFAS, students, private sector and financial institutions among others;
- The guidelines should ensure a simplified and transparent contractual arrangements among the PSET institutions, NSFAS and student housing providers;
- Guidelines to provide clear instructions for uniform grading structure between the NSFAS and the PSET institutions, and the grading parameters which will be linked to the rental;
- Monitoring guidelines, once the facility has been accredited;
- Implementation approach to minimise the disruption and capitation to PSET institutions require assistance with the accreditation process and to monitor the accredited facilities, and also alignment of the NSFAS system. Accreditation is currently de-centralized to individual PSET institutions. The NSFAS³ proposes the deployment of service providers to assess the state of accommodation registered on the portal for purposes of accreditation;

- Consider a need to have the independent accreditation entity and advise on the merit thereof; and
- Advise on current legal framework in respect of accreditation.

4. DURATION OF ASSIGNMENT

This terms of reference is based on the target that the scope of work will be completed within **five (5) months**. However, tasks and deliverables will have varying due dates within this period.

5. REPORTING REQUIREMENTS

The successful bidder shall prepare on a fortnightly basis a progress report indicating (i) progress (ii) completed tasks (iii) upcoming tasks (iv) actual vs budgeted costs (v) issues and risks (vi) support required.

This report will be presented to the Project Steering Committee (**PSC**) which the transaction advisor shall be the secretariat for. The service provider may also be required to prepare, or contribute to ad-hoc reports on specific aspects of the project.

³ NSFAS is a government entity under the DHET established according to the NSFAS Act (Act 56 of 1999) to provide financial support to disadvantaged students who wish to further their studies at public universities or TVET colleges.

6. REFERENCE DATA

On appointment, the service provider will, where applicable, be provided with all available/existing accreditation policies from PSET institutions.

7. RULES OF BIDDING, SUBMISSION REQUIREMENTS AND BID EVALUATION

- a) The DBSA will enter into a contract with the successful service provider for the work set out in these terms of Reference (**TOR**). The service provider can be individual/s or a company, or a consortium or a Joint Venture (**JV**).
- b) The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof. If the contract between the DBSA and the service provider is terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service for the appropriate phase of the project during which the appointment was terminated.
- c) The person procured for professional work on the project will remain on the project unless permission is granted in writing by the DBSA to change the person. Such permission will only be granted in exceptional circumstances.
- d) The service provider may not use any material or information derived from the provision of the services in terms of the contract for any purpose. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment will vest with the DBSA.
- e) Any confidential information obtained by either party to this contract, or arising from the implementation of this contract, will be treated as confidential by the party receiving it and will not be used, divulged or permitted to be divulged to any person not being a party to this contract, without the prior written consent of the other party.
- f) The costs of preparing proposals and negotiating the contract are not reimbursable.
- g) The DBSA is not bound to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.
- h) The service provider and its affiliates are disqualified from doing 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.

- i) The DBSA will not accept any late bid submissions and will return late bid submissions unopened. Bidders may not contact the DBSA 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.
- j) 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.

8. MANAGEMENT AND REMUNERATION

8.1 Project oversight

The PSC appointed will be responsible for the day-to-day management of the service provider work. The service provider will report to the PSC consisting of various public sector institutions and may from time to time be required to present and submit progress reports within stipulated timeframes. Successful bidders will be expected to confirm professional indemnity cover for the active duration of the instruction/s, once appointed.

8.2 Format of communication

All requests for formal approval from the client shall be submitted in writing in hardcopy / electronic format. Ad-hoc communication between the client and the service provider may be conducted in electronic format (e-mail). All submitted documentation (e.g., reports, payment certification, etc.) must be submitted electronically. The following table provides a guide:

Documents required	Format
Draft reports	1x electronic copy (native file)
Final reports	1 x native file (clean); 1 x native file (with track changes); and 1x signed PDF version (electronically)

8.3 Remuneration

Remuneration of the service provider will be in South African Rand, on a fixed price, on completion and approval of the deliverables by the PSC of the tasks as priced in the table above. Prospective bidders are required to complete the table below to indicate the price offer to comply with the terms

and scope of this assignment. The table below should be used to present the summary of the total costs.

8.4 Price

Table 3: Pricing schedule

Deliverable	Description	%	Total Excl. VAT
Deliverable 1	Project inception report	10%	R
Deliverable 2	Status Quo Report	10%	R
Deliverable 3	Accreditation strategy (report)	25%	R
Deliverable 4	Standardized accreditation guidelines (report)	45%	R
Deliverable 5	Project close-out report	10%	R
	Total cost excl. VAT		R
	VAT @ 15%		R
	TOTAL COST (Incl. VAT)	100%	R

8.5 Disbursements

Each bidder should provide for a disbursement allowance not exceeding 10% of the total costs of the project. Note that the allowance for disbursements will not be considered in determining the bidder's final price during the price evaluation. The following should be a guide in calculating and claiming of disbursements included in the disbursement allowance:

- Local (SADC) air travel should be economy class;
- International trips more than 8 hours may be business class or as approved by the PSC;
- Hotels should be up to a 4 star up to maximum of R1 440 per night;
- Car hire should be a group B category;
- Use of own car the costs should be capped at R4.84 per kilometre; and
- Approved disbursements will be reimbursed at cost, no margin or fee will be invoiced by the service provider to administer disbursements or payment to sub-contractors.

TOR - ANNEXURE B: SCOPE OF SERVICES AND ACCOMPANYING DELIVERABLES

1. SCOPE OF WORK

The scope of work and deliverables are laid out in Table 1 below. In addition to the five (5) month target, the DBSA also proposed completion dates for the individual deliverables that make up the scope of work. These dates are also included below.

Table 1: Scope of work with deliverables

Task	Description	Deliverable(s)	Timeframe
Inception report	<p>The inception report should include the following:</p> <ul style="list-style-type: none"> • Approach and methodology to deliver on scope of work, including project management approach • Proposed timeframe • Identification of key stakeholders as well as stakeholder engagement and communication plan • Risk/issue management. 	Inception report	2 weeks
Review existing institution's accreditation strategies and policies	<ul style="list-style-type: none"> • Review of the existing policies / guidelines for PSET institutions • Including insights in respect of accreditation in other industries and jurisdiction • Stakeholder engagement • Document a gap analysis report based on the review • OUTPUT: Status Quo Report, including challenges and risks. 	Gap analysis report	1 months
Develop (i) draft Accreditation Strategy and (ii) draft Standardized Accreditation Guidelines	<ul style="list-style-type: none"> • Development the draft accreditation strategy <p>OUTPUT: Accreditation Strategy Report</p>	Draft Accreditation Strategy	1.5 month
	<ul style="list-style-type: none"> • Development the draft standardized accreditation guidelines 	Draft Standardized Accreditation Guidelines	
Develop (i) Final Accreditation Strategy and (ii) Final Standardized	<ul style="list-style-type: none"> • Facilitate the review process of the accreditation strategy and standardized accreditation guidelines which include a workshop with key stakeholders including 	Final Standardized Accreditation Guidelines	1.5 month

Task	Description	Deliverable(s)	Timeframe
Accreditation Guidelines	<p>but not limited to DBSA, DHET, NSFAS and selected institutions</p> <ul style="list-style-type: none"> • Update the accreditation strategy in line with the outcome of the review process • Finalise and sign-off of the strategy and guidelines • OUTPUT: Standardized Accreditation Guidelines • Presentation to key stakeholders (NSFAS, DHET, DBSA EXCO / or other) 	Final Standardized Accreditation Guidelines	
Project close-out	<ul style="list-style-type: none"> • The project close-out documentation shall be prepared to facilitate effective completion and handover of the Project deliverables. • This report should also incorporate lessons learnt as well as proposed monitoring framework of the accredited facilities and the accreditation process. 	Close out report	2 weeks

TOR - ANNEXURE C: KEY PERSONNEL

For Key Specialists criteria, please refer to table comprising **“The key personnel must meet the following minimum criteria”** section above.

ANNEXURE A
PRICING SCHEDULE

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

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:

RFP164/2024 – DEVELOPMENT OF AN ACCREDITATION STRATEGY AND STANDARDIZED ACCREDITATION GUIDELINES FOR STUDENT HOUSING INFRASTRUCTURE PROGRAMME.

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**

TOR - APPENDIX A: DETAILED DESCRIPTION OF THE Project

1. INTRODUCTION

The Development Bank of Southern Africa (**DBSA**) is one of Africa's leading Development Financial Institution (**DFI**), that is wholly owned by the South African government. It is mandated to promote inclusive economic growth and regional integration by mobilizing financial and other resources for sustainable development projects and programmes in South Africa, Southern African Development Community (**SADC**) and wider African continent. It fosters infrastructure-led economic growth which responds to the socio-economic needs of its people, as well as addresses the threats of climate change leading to an improvement in the lives of the African population.¹ Accordingly, the DBSA's mission is to advance development impact in the region by expanding access to development finance, and effectively integrate and implement sustainable development solutions to:

- Improve the quality of life through the development of social infrastructure;
- Support economic growth through investment in economic infrastructure;
- Support regional integration; and
- Promote sustainable use of scarce resources².

The DBSA invites proposals from professional service providers or consortia for the development of an **Accreditation Strategy** and **Standardized Accreditation Guidelines** for the Student Housing Infrastructure Programme (**SHIP**). The intention of developing the strategy and guidelines is to map out the approach which will be adopted by all Post-School Education and Training (**PSET**) institutions and under which the accreditation of privately-owned facilities will be managed.

2. BACKGROUND

The accreditation model for student housing continues to be widely used by many PSET institutions and likely to be providing more student bed capacity than those owned by PSET institutions in the short- to medium-term. Accreditation model, refers to the contracting methodology widely used by the PSET sector, including the institutions and National Student Financial Aid Scheme (**NSFAS**) to secure student housing facilities by PSET institutions from private sector accommodation providers on a short- to medium-term, wherein the contractual period could vary between one and five years. The use of this model increased following the gazetting of the Department of Higher Education And Training's (**DHET's**) Policy on Minimum Norms and Standards for Student Housing at Public Universities in September 2015. This resulted in PSET institutions procuring student housing facilities that have many challenges ranging from; poor quality and living conditions, overcrowding and longer distances from campuses, thus compromising the safety of students. These are further exacerbated by the lack of continuous monitoring of these facilities once a private party has been accredited and the allegations of corruption involved in the accreditation process.

Presently, most of the student housing facilities sourced from private parties across universities

and/or colleges are contracted through the accreditation model, however each PSET institution has its own accreditation policy/guidelines. It is our understanding that some of these policies are not adequately structured and inconsistent, therefore posing significant challenges in the sector, and other PSET institutions do not have any policies/guidelines. Furthermore, as a result of these challenges, the existing policies do not stimulate required investment and financing into the sector to assist with the alleviation of shortage of student housing infrastructure. The accreditation strategy and standardized accreditation guidelines, which is intended to be used by the PSET sector, will enable uniformity in the sector, reducing the risk, thus stimulate investment and financing into the sector. In addition, the current Policy on Minimum Norms and Standards for Student Housing at Public Universities requires private parties to fully construct the student housing facility, after which the institution verifies that the facility complies with its policy. If found to be compliant, the institution and/or NSFAS then issues an accreditation with the validity period ranging from one to five years.

¹ DBSA, 2023a. Sustainability Review - 2022

² DBSA, 2023b. Annual Report - 2022

3. PURPOSE

The purpose of this Request for Proposal (**RFP**) is to procure a professional service provider for the development of an Accreditation Strategy and Standardized Accreditation Guidelines for the SHIP.

SHIP has a target of 300 000 student beds over a period of ten (10) years, which commenced in 2019 and ending in 2030. SHIP has made significant progress with approximately 9 407 student beds completed and 2 312 in construction under SHIP phase 1 developments. In addition to this, twelve (12) feasibility studies for SHIP phase 2 development were completed in 2022, i.e., comprising 12 projects. In November 2021, the DHET and DBSA launched SHIP phase 3 developments which is aimed at leveraging the Privately-Owned Land Development (**PLD**) model universities and Technical and Vocational Education and Training (**TVET**) colleges. This will subsequently be followed by the launching of SHIP phases 4 and 5 developments. Together, phases 3, 4 and 5 account for approximately 260 000 student beds of the total 300 000 student beds target. It is important to note that the anticipated accreditation strategy and standardized accreditation guidelines are expected to play a critical role in supply of student housing facilities for the SHIP phases 3, 4 and 5, respectively.

To achieve this target, it is critical to leverage on private sector participation. The accreditation model is one way of ensure private sector participation.

The objectives of the proposed standardized accreditation guidelines is as follows::

- Propose a uniform guidelines, consistent and complementary to the Policy on Minimum Norms and Standards for Student Housing at Public Universities, to be adopted by the entire PSET sector, including but not limited to PSET institutions, NSFAS, students, private sector and financial institutions among others;
- The guidelines should ensure a simplified and transparent contractual arrangements among the PSET institutions, NSFAS and student housing providers;
- Guidelines to provide clear instructions for uniform grading structure between the NSFAS and the PSET institutions, and the grading parameters which will be linked to the rental;
- Monitoring guidelines, once the facility has been accredited;
- Implementation approach to minimise the disruption and capitation to PSET institutions require assistance with the accreditation process and to monitor the accredited facilities, and also alignment of the NSFAS system. Accreditation is currently de-centralized to individual PSET institutions. The NSFAS³ proposes the deployment of service providers to assess the state of accommodation registered on the portal for purposes of accreditation;
- Consider a need to have the independent accreditation entity and advise on the merit thereof; and
- Advise on current legal framework in respect of accreditation.

4. DURATION OF ASSIGNMENT

This terms of reference is based on the target that the scope of work will be completed within **five (5) months**. However, tasks and deliverables will have varying due dates within this period.

5. REPORTING REQUIREMENTS

The successful bidder shall prepare on a fortnightly basis a progress report indicating (i) progress (ii) completed tasks (iii) upcoming tasks (iv) actual vs budgeted costs (v) issues and risks (vi) support required.

This report will be presented to the Project Steering Committee (**PSC**) which the transaction advisor shall be the secretariat for. The service provider may also be required to prepare, or contribute to ad-hoc reports on specific aspects of the project.

³ NSFAS is a government entity under the DHET established according to the NSFAS Act (Act 56 of 1999) to provide financial support to disadvantaged students who wish to further their studies at public universities or TVET colleges.

6. REFERENCE DATA

On appointment, the service provider will, where applicable, be provided with all available/existing accreditation policies from PSET institutions.

7. RULES OF BIDDING, SUBMISSION REQUIREMENTS AND BID EVALUATION

- a) The DBSA will enter into a contract with the successful service provider for the work set out in these terms of Reference (**TOR**). The service provider can be individual/s or a company, or a consortium or a Joint Venture (**JV**).
- b) The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof. If the contract between the DBSA and the service provider is terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service for the appropriate phase of the project during which the appointment was terminated.
- c) The person procured for professional work on the project will remain on the project unless permission is granted in writing by the DBSA to change the person. Such permission will only be granted in exceptional circumstances.
- d) The service provider may not use any material or information derived from the provision of the services in terms of the contract for any purpose. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment will vest with the DBSA.
- e) Any confidential information obtained by either party to this contract, or arising from the implementation of this contract, will be treated as confidential by the party receiving it and will not be used, divulged or permitted to be divulged to any person not being a party to this contract, without the prior written consent of the other party.
- f) The costs of preparing proposals and negotiating the contract are not reimbursable.
- g) The DBSA is not bound to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.
- h) The service provider and its affiliates are disqualified from doing 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.
- i) The DBSA will not accept any late bid submissions and will return late bid submissions unopened. Bidders may not contact the DBSA 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.
- j) 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.

8. MANAGEMENT AND REMUNERATION

9. Project oversight

The PSC appointed will be responsible for the day-to-day management of the service provider work. The service provider will report to the PSC consisting of various public sector institutions and may from time to time be required to present and submit progress reports within stipulated timeframes. Successful bidders will be expected to confirm professional indemnity cover for the active duration of the instruction/s, once appointed.

10. Format of communication

All requests for formal approval from the client shall be submitted in writing in hardcopy / electronic format. Ad-hoc communication between the client and the service provider may be conducted in electronic format (e-mail). All submitted documentation (e.g., reports, payment certification, etc.) must be submitted electronically. The following table provides a guide:

Documents required	Format
Draft reports	1x electronic copy (native file)
Final reports	1 x native file (clean); 1 x native file (with track changes); and 1x signed PDF version (electronically)

11. Remuneration

Remuneration of the service provider will be in South African Rand, on a fixed price, on completion and approval of the deliverables by the PSC of the tasks as priced in the table above. Prospective bidders are required to complete the table below to indicate the price offer to comply with the terms and scope of this assignment. The table below should be used to present the summary of the total costs.

12. Price

Table 3: Pricing schedule

Deliverable	Description	%	Total Excl. VAT
Deliverable 1	Project inception report	10%	R
Deliverable 2	Status Quo Report	10%	R
Deliverable 3	Accreditation strategy (report)	25%	R
Deliverable 4	Standardized accreditation guidelines (report)	45%	R
Deliverable 5	Project close-out report	10%	R
	Total cost excl. VAT		R
	VAT @ 15%		R
	TOTAL COST (Incl. VAT)	100%	R

13. Disbursements

Each bidder should provide for a disbursement allowance not exceeding 10% of the total costs of

the project. Note that the allowance for disbursements will not be considered in determining the bidder's final price during the price evaluation. The following should be a guide in calculating and claiming of disbursements included in the disbursement allowance:

- Local (SADC) air travel should be economy class;
- International trips more than 8 hours may be business class or as approved by the PSC;
- Hotels should be up to a 4 star up to maximum of R1 440 per night;
- Car hire should be a group B category;
- Use of own car the costs should be capped at R4.84 per kilometre; and
- Approved disbursements will be reimbursed at cost, no margin or fee will be invoiced by the service provider to administer disbursements or payment to sub-contractors.

APPENDIX B: SCOPE OF SERVICES AND ACCOMPANYING DELIVERABLES

1. SCOPE OF WORK

The scope of work and deliverables are laid out in Table 1 below. In addition to the five (5) month target, the DBSA also proposed completion dates for the individual deliverables that make up the scope of work. These dates are also included below.

Table 1: Scope of work with deliverables

Task	Description	Deliverable(s)	Timeframe
Inception report	<p>The inception report should include the following:</p> <ul style="list-style-type: none"> • Approach and methodology to deliver on scope of work, including project management approach • Proposed timeframe • Identification of key stakeholders as well as stakeholder engagement and communication plan • Risk/issue management. 	Inception report	2 weeks
Review existing institution's accreditation strategies and policies	<ul style="list-style-type: none"> • Review of the existing policies / guidelines for PSET institutions • Including insights in respect of accreditation in other industries and jurisdiction • Stakeholder engagement • Document a gap analysis report based on the review <p>OUTPUT: Status Quo Report, including challenges and risks.</p>	Gap analysis report	1 months
Develop (i) draft Accreditation Strategy and (ii) draft Standardized Accreditation	<ul style="list-style-type: none"> • Development the draft accreditation strategy <p>OUTPUT: Accreditation Strategy Report</p> <p>Development the draft standardized accreditation guidelines</p>	<p>Draft Accreditation Strategy</p> <p>Draft Standardized</p>	1.5 month

Task	Description	Deliverable(s)	Timeframe
Guidelines		Accreditation Guidelines	
Develop (i) Final Accreditation Strategy and (ii) Final Standardized Accreditation Guidelines	<ul style="list-style-type: none"> Facilitate the review process of the accreditation strategy and standardized accreditation guidelines which include a workshop with key stakeholders including but not limited to DBSA, DHET, NSFAS and selected institutions Update the accreditation strategy in line with the outcome of the review process Finalise and sign-off of the strategy and guidelines <p>OUTPUT: Standardized Accreditation Guidelines</p> <p>Presentation to key stakeholders (NSFAS, DHET, DBSA EXCO / or other)</p>	Final Standardized Accreditation Guidelines Final Standardized Accreditation Guidelines	1.5 month
Project close-out	<ul style="list-style-type: none"> The project close-out documentation shall be prepared to facilitate effective completion and handover of the Project deliverables. <p>This report should also incorporate lessons learnt as well as proposed monitoring framework of the accredited facilities and the accreditation process.</p>	Close out report	2 weeks

TOR - APPENDIX C: KEY PERSONNEL

For Key Specialists criteria, please refer to table comprising **“The key personnel must meet the following minimum criteria”** section above.

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder 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	80/90
PREFERENCE POINTS	20/10
Total points for Price and Preference Points	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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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

4.4.1	If so, furnish particulars:
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Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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