transport
Department:
Transport
REPUBLIC OF SOUTH AFRICA

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

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:	**RFP195/2026**
NON-COMPULSORY BRIEFING SESSION DETAILS:	**26 October 2026 at 10h00 am via Microsoft Teams** Non-Compulsory Briefing Session Link
CLOSING DATE:	**04 November 2026**
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	The tender offer validity period is 120 calendar days from the closing time for submission of Tenders. Tenderers non-acceptance of subsequent validity extensions will result in tenderers exclusion from process, whilst the process will continue to conclude.
DESCRIPTION OF BID:	**A TRANSACTION ADVISOR TO CONDUCT LEGAL AND REGULATORY FEASIBILITY STUDY, REVIEW AND UPDATE EXISTING FEASIBILITY STUDIES, PREPARE THE PROCUREMENT DOCUMENTS FOR THE PRIVATE SECTOR PARTNER, SUPPORT COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES FOR THE RICHARDS BAY DRY BULK TERMINAL PROJECT.**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ Bidders are required to submit written requests for clarification via e-mail to **lihlenscm@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 **30 October 2026 16:30** Johannesburg time. Requests received after this date may not be attended to. ➢ Any requests after the stipulated date and time may be disregarded. **NB: Electronic submission is encouraged for all bidders interested in this tender.** **No physical bids will be received or accepted at the DBSA offices**
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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

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

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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: **RFP195/2026**

DESCRIPTION: **A TRANSACTION ADVISOR TO CONDUCT LEGAL AND REGULATORY FEASIBILITY STUDY, REVIEW AND UPDATE EXISTING FEASIBILITY STUDIES, PREPARE THE PROCUREMENT DOCUMENTS FOR THE PRIVATE SECTOR PARTNER, SUPPORT COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES FOR THE RICHARDS BAY DRY BULK TERMINAL PROJECT.**

NON-COMPULSORY BRIEFING: **26 October 2026** Tender briefing will be done online via Microsoft teams.

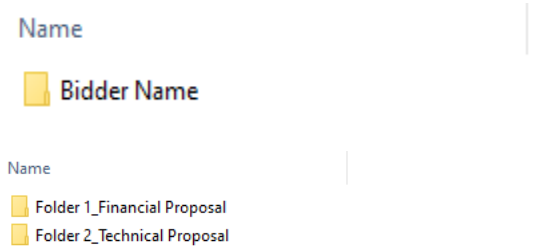
NON-COMPULSORY BRIEFING LINK: Non-Compulsory Briefing Session Link

Time: 10H00 AM Johannesburg time **(Microsoft Teams)**

Closing time for the OneDrive Link submission request - 23h55 on the 29 October 2026 (Telkom Time)

RFP CLOSING DATE: **04 November 2026**

CLOSING TIME: **23H55**



a) It remains the bidder's responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.

b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.

c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.

d) It is therefore the responsibility of the bidder to request for a link to participate.

e) The DBSA assumes no responsibility if a Bidder's designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

BID SUBMISSION LINK REQUESTS:

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

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED). BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? **[TICK APPLICABLE BOX]**	**YES**		**NO**	

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

IF YES, WHO ISSUED THE CERTIFICATE?				
REGISTERED WITH THE NATIONAL TREASURY CSD **[TICK APPLICABLE BOX]**	**YES**		**NO**	
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.

2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.

2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

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

☐ ☐ **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 - **04 November 2026 @ 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 of this Part C.

1.19 **Price and Preferential Points Assessment** means the process described in clause 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

NON-COMPULSORY BRIEFING: **26 October 2026** - Tender briefing will be done online via Microsoft teams.

LINK: Non-Compulsory Briefing Session Link

Time: 10H00 AM Johannesburg time **(Microsoft Teams)**

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

RFP CLOSING DATE: 04 November 2026

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 Non-Compulsory Briefing Session attended by the Tenderer.	**Pre-Qualifier**	N

Eligibility Criteria				
No.	**Lead Expert**	**Role**	**Qualification**	**Yes / No**
1.	Project Director	Project Lead	Postgraduate degree (NQF 8 and above) in any of the following disciplines: engineering, project management, law, finance, economics	
2.	Technical Expert	Technical Lead	Postgraduate degree (NQF 8 and above) in any of the following engineering disciplines: civil, rail, ports,	

Responsiveness Criteria			Prequalifying Criteria	Applicable to this Tender (Y/N)
			maritime, mechanical, electrical or similar, ***AND***,	
			Registered as a Professional Engineer or Technologist in terms of the Engineering Professions Act, 2000.	
		Technical support team:	Demonstrate a fully constituted technical team: engineers (rail, ports, maritime, structural, mechanical, electrical), environmental and specialist. **Provide organogram define the role of each technical team member and CV's as the template in Annexure B.**	
3	Financial Expert	Finance Lead Advisor	Postgraduate degree (NQF 8 and above) in Commerce **or** Actuarial Science **or** Econometrics **or** Mathematics / statistics or similar quantitative qualification.	
4.	Legal Expert	Commercial Law	Degree in Law, **AND,**	
			Registered with the Legal Practice Council, or Bar Council, and admitted attorney / Advocate	
5	Economic Expert	Cost Benefit Analysis (Finance support)	Degree in econometrics **or** finance **or** actuarial science **or** mathematics (statistics) **or** equivalent quantitative qualification.	

Responsiveness Criteria			Prequalifying Criteria	Applicable to this Tender (Y/N)
6	Environmental Expert	Environment, Social and Governance (technical support)	A postgraduate degree (NQF 8 and above) in Environmental Studies, Social Sciences or equivalent qualification, ***AND,***	
			Registration as a Professional Natural Scientist in terms of the National Scientific Professions Act, 2003.	

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder **must be registered** to do business with the DBSA	7 Working days	Y
4	A Tax Pin issued by SARS	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 BBBEE.

No.	Evaluation Criteria	Points allocation	Minimum points (70)	Maximum points Total (100)
1.	**PROJECT DIRECTOR / LEAD**			
1.1	Project Director Experience			
	The Project Director shall experience in: • leading feasibility studies development, and/or in implementation of large transport infrastructure (R500 million or more) • experience in PPP structuring with in-depth knowledge of commercial contracts in the port sector financing; • experience in legal and regulatory processes including procurement in South Africa is considered an advantage (PFMA, permitting etc.); • experience in preparation of project documentation compliant with specific regulatory issues and South African laws (i.e. concessions, EPC contracts etc.); *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points** 5 points = > above 15 years' experience in leading feasibility study development and/or in implementation of large PPP transport infrastructure projects 3 points = 15 years' experience in feasibility study development and/or in implementation of large PPP transport infrastructure projects 0 points = below 15 years' experience in feasibility study development and/or in implementation of large PPP transport infrastructure projects	**3**	**5**
1.2	Project Director Projects			
	Knowledge and evidence of at projects executed by the Project Lead/ Director in feasibility study development, contract development, contract negotiations, project structing, implementation of large PPP transport infrastructure projects (R500 million or more) *NB: Only a list of projects with a project value of over R500 million will be considered.* ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be***	**Points:** x = ≥ 3 projects = 5 Points x = 1, but <3 projects = 3 Points x = 0 projects = 0 Points	**3**	**5**

	allocated a zero (0). *(Refer to projects template in Annexure B)*			
2.	**TECHNICAL EXPERT**			
2.1	Technical Expert Experience			
	The Technical expert shall have: • Demonstrable experience in rail / ports / maritime, structural / mechanical / electrical appraisal of large transport infrastructure projects (above R500 million) with strong preference for port and maritime development and transport logistic platforms; • Relevant experience in preparing feasibility studies for infrastructure projects, with strong preference for ports and their master planning; • Relevant professional experience in international port development would represent a strong advantage; • Experience in tender procedures and procurement strategies for large public infrastructure projects with strong preference for port infrastructure; and It is anticipated that the traffic/Transport engineer, water engineer, rail and structural engineer will form part of the technical support team. *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points:** 5 points = > 15 years' experience in large PPP transport projects, demand analysis / modelling, planning, design, development of procurement documents, financing and implementation of large PPP transport infrastructure projects 3 points = 15 years' experience in PPP transport projects, demand analysis / modelling, planning, design, development of procurement documents, financing and implementation of large PPP transport infrastructure projects. 0 = below 15 years' experience in PPP transport projects, demand analysis / modelling, planning, design, development of procurement documents, financing and implementation of large PPP transport infrastructure projects.	**3**	**5**
2.2	Technical Expert Projects			
	Knowledge and evidence of projects executed by the engineer (rail, ports, maritime, structural, mechanical, electrical) including experience and conducting feasibility studies, planning, design, development of tender documents, structuring of PPP transport projects of R500 million or more	**Points:** *(where x is number of projects)* x = ≥ 3 projects = 5 Points x = 1, but <3 projects =3 Points	**3**	**5**

	NB: Only a list of projects with a project value of over R500 million will be considered. ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).*** *(Refer to projects template in Annexure B)*	x = 0 projects =0 Points		
3.	**FINANCIAL EXPERT**			
3.1	Financial Expert Experience			
	The expert shall have: • working experience in financial modelling/ structuring of large infrastructure projects; • experience in project costing and revenue forecast; • experience in value for money analysis public sector comparator calculations and PPP structures, development of financing plans; • experience in global insurance and guarantee products; and • proven project finance and corporate finance experience until financial closure and successful contract award. *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points** 5 points = 15 and above years' experience in financial modelling for infrastructure projects, PPP structures, public sector comparator calculations 3 points = 10 - 14 years with financial modelling for infrastructure projects, PPP structures, public sector comparator calculations 0 points = below 10 years' experience in financial modelling for infrastructure projects, PPP structures, public sector comparator calculations	**3**	**5**
3.2	Financial Expert Projects			
	Knowledge and evidence of projects executed in financial modelling and structuring of PPP infrastructure projects *NB: Only a list of projects with a project value of over R500 million will be considered.* ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be***	**Points** (where x is number of projects) x = ≥ 3 projects = 5 Points x = 1, but <3 projects =3 Points x = 0 projects =0 Points	**3**	**5**

	allocated a zero (0). *(Refer to projects template in Annexure B)*			
4.	**Economic Expert (Financial Support)**			
4.1	Economic Expert Experience			
	The CBA advisory must have: • Experience in conducting cost benefit analysis for large infrastructure projects • Demonstrable experience and understanding of undertaking Cost Benefit Analysis (CBA) and Cost Effectiveness Analysis (CEA) on infrastructure projects: • Expertise in converting financial values into economic values through the use of conversion factors; and ability to calculate economic performance indicators such as the Economic NPV, Economic RR, and Cost Effectiveness Ratios (CER); ability to demonstrate the distributional impact(s) in relation to the accrual of gains or losses to different stakeholder groups from the implementation of the project. *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points** 4 points = > 15 years in conducting CBA's and cost effective analysis for large infrastructure projects 2 points = 10-15 years in conducting CBA's and cost effective analysis for large infrastructure projects 0 points = less than 10 years in conducting CBA's and cost effective analysis for large infrastructure projects	**2**	**4**
4.2	Economic Expert Projects			
	Knowledge and evidence of projects executed by the CBA advisor in conducting CBA's and cost effective analysis for large infrastructure projects mainly in energy, transport sectors *NB: Only a list of projects with a project value of over R500 million will be considered.* ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project***	**Points** (where x is number of projects) x = ≥ 3 projects = 2 Points x = 1, but <3 projects =1 Point x = 0 projects =0 Points	**1**	**2**

	will not be considered in the scoring and will be allocated a zero (0). *(Refer to projects template in Annexure B)*			
5.	**LEGAL AND REGULATORY EXPERT (COMMERCIAL LAW**			
5.1	Legal and Regulatory Expert Experience			
	The Legal expert shall have experience in: • leading legal and regulatory feasibility study development, and/or in implementation of large transport infrastructure (R500 million or more) • experience in PPP structuring with in-depth knowledge of commercial contracts in the port sector financing; • experience in legal and regulatory processes in South Africa is considered an advantage; • experience in preparation of project documentation compliant with specific regulatory issues and South African laws; • have proven experience in drafting and negotiating Service Level Agreements (SLAs), port terminal service agreements, Government Support Agreements, Security Documents and Guarantees, Concession Agreements, EPC agreements, Licenses, Permits and Consents, etc. *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points** **5 points** = > 15 years' experience in leading feasibility study development and/or in implementation of large PPP transport infrastructure projects **3 points** = 7 – 15 years' experience in feasibility study development and/or in implementation of large PPP transport infrastructure projects **0 points** = less than 7 years' experience in feasibility study development and/or in implementation of large PPP transport infrastructure projects	**3**	**5**

5.2	Legal and Regulatory Expert Projects			
	Knowledge and evidence of projects executed by the legal and regulatory expert: in legal and regulatory feasibility study development, contract development, contract negotiations, project structing, implementation of large PPP transport infrastructure projects (R500 million or more) *NB: Only a list of projects with a project value of over R500 million will be considered.* ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).*** *(Refer to projects template in Annexure B)*	**Points:** x = ≥ 3 projects = 5 Points x = 1, but <3 projects = 3 Points x = 0 projects = 0 Points	**3**	**5**
6.	**ENVIRONMENTAL, SOCIAL AND GOVERNANCE EXPERT**			
6.1	Environmental, Social and Governance Experience			
	The Environmental, Social and Governance Expert must have experience in: • ESG aspects applicable to the transport sector especially in rail and ports • transport sector, compliance framework & processes, conducting EIA's, environmental adaptation & mitigation It is expected that the environmental advisor will be supported by the stakeholder and management specialist *Detailed work history which includes the organisation, role, tenor (indicating the dates of commencement and departure), responsibilities and sector should be provided to support the number of years of professional experience.* *Refer to CV Template in Annexure B*	**Points** **4 points** = > 15 years post registration transport sector environmental impacts, EIA's, environmental adaptation & mitigation). **2 points** = 10-15 years post registration (transport sector environmental impacts, EIA's, environmental adaptation & mitigation). **0 points** = – less than 10 years post-registration (transport sector environmental impacts, EIA's, environmental adaptation & mitigation).	**2**	**4**
6.2	Environmental, Social and Governance Projects			

	Knowledge and evidence of projects executed by the environmental advisor in environmental aspects applicable to the transport sector, compliance framework & processes, conducting EIA's, environmental adaptation & mitigation *NB: Only a list of projects with a project value of over R500 million will be considered.* ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).*** *(Refer to projects template in Annexure B)*	**Points** (where x is number of projects) x = ≥ 3 projects = 2 Points x = 1, but <3 projects = 1 Point x = 0 projects = 0 Point**s**	**1**	**2**
7.	**METHODOLOGY**			
	Methodology • Demonstrate a thorough understanding of the Terms of Reference, transport (ports & rail) Projects and demonstrate experience of the undertaking feasibility studies, design and financing of PPP projects (**8 points**). • Innovative design of the approach to the feasibility study, structuring, contracting, procurement options (**5 points**) • International experience in PPP (**2 points**) The bidder must submit the methodology and approach that will be followed to achieve the project's objectives. This must include but not limited to: • a detailed work plan i.e. Gantt chart (Level 3) with timeframes of conducting the required work; (**5 points**) • An organogram that shows all the lead experts, namely, the project director, financial modeller, legal & regulatory and engineers (rail, ports, mechanical, electrical, maritime, structural, etc.), environmental specialist (**4 points**) • the lead advisor / experts must be supported by the team with experience in transport infrastructure planning, demand / modelling, design, structuring, procurement, negotiation,	**Points** Excellent – 28 Good – 25 Average – 15 Poor – 5 Non-responsive - 0	**25**	**28**

	CBA expert, stakeholder management specialist, trainees etc. (**4 points**)			
8.	**COMPANY PROFILE OF THE BIDDER**			
	Previous work experience The Company (or if it a consortium then together the members of the consortium) must provide at least 5 projects where work of a similar nature (preparation, design, structuring, preparation of procurement documents, negotiation, development of agreements of transport PPP projects) has been completed (include the name of the client, project duration, value of project). The projects provided by at least R500million or above ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).*** (Refer to projects template in Annexure B).	**Points** 5 projects including 4 PPP projects with references = 20 points 3 projects including 2 PPP projects with references = 15 points 1 project including 1 PPP projects with references = 5 points No PPP projects = 0 points	**15**	**20**
Total			**70**	**100**
Minimum threshold for technical				**70**

Note: For international qualifications, relevant South African Qualification Authority (SAQA) equivalent to be indicated.
It should be noted that the SAQA process may take a relatively long time, but what is important is proof that the SAQA process was initiated. In the meantime, the bidder is to specify the NQF level of their qualifications. Should the bidder be successful, the DBSA may liaise with SAQA to verify their NQF qualification level prior to formal appointment.
Bidders are required to score minimum point to each category 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.

26.1.1 A minimum of **70 points** out of a possible **100 points** 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 fourth stage of the evaluation.

26.1.2 **Third Stage – price**

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

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

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

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 5 Awards with outstanding value, may be excluded from further evaluation.
ii. Where a bidder has 5 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 5 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 FOR THE TRANSACTION ADVISORY SERVICES

TO

TRANSACTION ADVISORY SERVICES TO CONDUCT THE POLICY, LEGAL AND REGULATORY FEASIBILITY, REVIEW AND UPDATE EXISTING FEASIBILITY STUDIES, PREPARE THE PROCUREMENT DOCUMENTS FOR THE PRIVATE SECTOR PARTNER, SUPPORT COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES FOR THE RICHARDS BAY DRY BULK TERMINAL PROJECT.

INTRODUCTION

The Department of Transport ("DoT"), in collaboration with Development Bank of Southern Africa ("DBSA") and National Treasury ("NT"), has established a dedicated Private Sector Participation ("PSP") Unit to support the restructuring and modernisation of South Africa's rail, logistics, and port sectors. The PSP Unit arises from Cabinet-approved reforms contained in: the National Rail Policy, the Rail PSP Framework, and the Freight Logistics Roadmap, all of which seek to restore capacity, improve operational performance, and accelerate private sector investment across the national transport system.

The PSP Unit functions as a specialised programme preparation and coordination platform intended to improve the speed, quality, consistency, and bankability of PSP transactions. Its mandate is to support the planning, structuring, procurement, and implementation of complex PSP projects across freight rail, passenger rail, intermodal logistics, and port infrastructure. The Unit is therefore designed to strengthen institutional delivery capability, standardise transaction preparation, coordinate market-facing processes, and create a credible long-term PSP pipeline capable of attracting sustained private investment.

Within this institutional framework, the DoT serves as the mandate owner and strategic sponsor of the PSP Programme ("the Programme" or "the PSP Programme") in its capacity as shareholder ministry for Transnet SoC Ltd ("Transnet") and Passenger Rail Agency of South Africa ("PRASA"). National Treasury provides fiscal and Public Finance Management Act ("PFMA") oversight, statutory approvals, and technical support relating to PPP governance, affordability, and fiscal risk management. DBSA provides implementation and operational support to the PSP Unit, including programme coordination, procurement support, transaction preparation, programme management capability, and funding mobilisation support.

DBSA

The DBSA as the host of the PSP Unit establishes a coordinated public-sector platform capable of delivering strategically important PSP projects in a structured, transparent, and investable manner while supporting the long-term reform, recovery, and competitiveness of South Africa's freight and passenger transport system.

It is important to note that under the Legal Succession to the South African Transport Services Act, Transnet and PRASA remain the asset owners, and responsible for procuring and contracting entities with private parties. The PSP Unit does not replace the statutory governance or procurement authority of these state-owned entities. Rather, it supports them by providing specialised programme preparation capability and coordinated institutional support required to bring complex PSP transactions to the market efficiently and credibly.

PURPOSE OF REQUEST FOR PROPOSAL

The rail and ports investment reforms are complex and wide-ranging; and require specialist expertise to strengthen Transnet's capacity. Transnet is pursuing the Richards Bay Dry Bulk Terminal ("RBDBT" or "Project") as one of their strategically significant export terminal transactions, to unlock private sector capital, operational expertise, and commercial efficiency, while maintaining Transnet's obligations under public law and its role as a state-owned enterprise (SOE).

It is for this reason that the DBSA is procuring the transaction advisory services (multidisciplinary team) to support the RBDBT with: (i) conducting the legal and regulatory feasibility, (ii) review and update the existing feasibility studies, (iii) prepare procurement and contracting documents for the private partner and (iv) support the commercial and financial close activities as outlined in the scope hereunder. The preferred bidder will be appointed for a period of three (3) years.

TRANSACTION BACKGROUND AND SCOPE OF WORK

TRANSACTION BACKGROUND

The RBDBT transaction ("the RBDBT Project" or "the Project") involves the optimisation and expansion of the existing Richards Bay Dry Bulk Terminal into a competitive, multi-user export facility focused on chrome, magnetite, and other bulk commodities. The transaction is intended to reposition the terminal as a reliable and commercially attractive export gateway, capable of competing with alternative regional routes while supporting increased throughput and improved operational performance.

The transaction will be structured as a terminal-focused Private Sector Participation, centred on the ring-fencing of terminal operations into a separate, commercially viable entity. This will enable private sector equity participation and the introduction of operational expertise, technology, and capital investment to enhance capacity, efficiency, and service levels. Additionally, the TA must consider the

Transnet Port Terminal ("TPT") S65 evergreen license on the proposed PSP implementation structure ("SPV") and its impact on the shareholding i.e. possible sublicensing S65 that would require TPT to retain a minimum 51% share or majority in the SPV for it to be preserved.

A key requirement of the transaction is the establishment of a clear legal and commercial framework governing the interface between the terminal operator, Transnet Freight Rail as rail operator, and the broader port system under the National Ports Authority and any other relevant regulators. This includes without limit, defined access arrangements, performance obligations, and coordination mechanisms to ensure reliable integration between rail delivery, terminal handling, and vessel loading.

The transaction must be structured in compliance with applicable laws, including the National Ports Act, applicable port regulatory frameworks, and Transnet's obligations as a state-owned entity under the PFMA, while ensuring that the commercial model supports long-term sustainability and private sector investment. The transaction design must enable a bankable structure, with clear risk allocation, predictable revenue mechanisms, and appropriate governance arrangements to support third-party financing and long-term operational performance.

CURRENT PROJECT STATUS

RBDBT has successfully concluded the Project Preparation Phase (Stages 1 & 2 of JIEPS Framework) as approved by the Transnet Board. A Request for Qualification (RFQ) to select pre-qualified bidders was issued in February 2026 and is currently in the market anticipated to close on 30 October 2026. Transnet will provide access to all relevant Project preparation documentation and reports to the preferred bidder upon conclusion of relevant services agreement/s.

Programme and RFP Issue Date

Transnet has committed, through its agreed programme with its Shareholder, to target the issuance of the detailed RFP to shortlisted bidders **by no later than 31 March 2027**. The Transaction Advisor shall therefore develop its inception programme, detailed work plan, resource plan and all associated deliverable schedules around achievement of this date as a key programme milestone.

The Transaction Advisor shall adopt a **parallel and prioritised workstream approach**, rather than assuming that all activities and studies must be fully concluded sequentially before the RFP is issued. The programme shall distinguish between:

a) matters that are **critical to the legal validity, integrity, bankability and issue of the RFP** and must therefore be sufficiently completed before RFP issue; and

b) matters that may, without compromising the procurement process, continue to be developed, verified or completed during the RFP period, provided that any material information is disclosed to all shortlisted bidders in a controlled, consistent and transparent manner.

The Transaction Advisor shall identify the **critical path to 31 March 2027**, together with key decision dates, dependencies, required Transnet inputs, regulatory interfaces, governance approvals, resource requirements and recovery measures required to protect the RFP issue date.

The Transaction Advisor comprising a multi-disciplinary team, will need to submit a single bid in the format prescribed in the scope. The Project scope includes the following:

- review of existing project information and updating of the financial model and demand study;
- Conduct comprehensive policy, legal and regulatory feasibility study;
- conduct a cost benefit analysis ("CBA");
- development of a Project Information Memorandum ("PIM");
- support Transnet in the development of procurement documents (i.e. Request for Proposal ("RFP, contracting templates, project agreements and annexures as necessary") and the appointment of the PSP; and
- commercial and financial close support.

It must be noted that the existing studies and technical designs are feasibility stage. The said studies and designs were conducted by the independent Transaction Advisors. The Preferred Bidder will be provided with all existing studies relevant to this Project and Transnet will cooperate with the TA to ensure that the best possible data is provided and the correct analysis can be made. Existing studies and data expected to be made available include the following (non-exhaustive):

- RBDBT prefeasibility study;
- RBDBT Business case;
- Technical and environmental study;
- Base case Financial model;
- Demand studies;
- Masterplans; and
- Freight and logistics Request for Information ("RFI's").

a. DETAILED SCOPE OF WORKS

The detailed scope of works is summarised in *Table 1* below:

Table 1: Project Scope

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		GAP ANALYSIS REPORT
1.	Review report on existing studies, up to feasibility study	Review existing reports up to feasibility study (not exhaustive): • RBDBT prefeasibility study; • RBDBT Business case; • Technical and environmental study; • Base-case financial model; • Demand studies; • Masterplans; and • Freight and logistics Request for Information ("RFI's").
		LEGAL AND REGULATORY FEASIBILITY, PROCUREMENT, COMMERCIAL AND FINANCIAL CLOSE SUPPORT
2.	Legal Due Diligence and Regulatory Review Report	• Legal Due Diligence and Regulatory Review Report. The report must integrate a detailed legal due diligence of the relevant businesses, assets, rights, and obligations with a comprehensive review of the applicable legal and regulatory framework; • Conduct legal due diligence on the existing business operations to be ring-fenced, including asset ownership, land rights, servitudes, key contracts, licenses, permits, encumbrances, funding arrangements, establishment and shareholding of the SPV and employee-related obligations;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Identify legal risks, constraints, and value drivers arising from the current legal position of the assets and operations, including any restrictions on transfer, ring-fencing, or third-party participation. **Review and analyse all applicable primary and secondary legislation, regulatory instruments, and policy frameworks (see non-exhaustive list below)** • Address and advise on the implications of the Economic Regulation of Transport ERT Act 6 of 2024 reform framework which provides a consolidated, single-framework approach to regulating South Africa's transport sector and the establishment of Transport Economic Regulator (TER) which could impact port handling charges as the body would be an independent statutory body responsible for monitoring access to essential transport facilities, setting price controls, and overseeing service levels across the board; • Identify all regulatory approvals, authorisations, licenses, and exemptions required to implement each transaction; • Advise on operating license and permitting requirements under the National Land Transport Act, the Legal Succession Act, the National Ports Act, including any transfer, amendment, or novation required as part of the PSP; • Provide a BBBEE structuring advice note addressing compliance with the BBBEE Act, Codes of Good Practice, and any applicable sector charter. This shall include but not limited to the development of an SPV B-BBEE transformation framework, incorporating a study to determine appropriate B-BBEE scorecard targets and transformation obligations for the SPV. This shall also include but not limited to the drafting of all associated legal agreements, governance provisions, compliance mechanisms and contractual arrangements required to implement, monitor and enforce these obligations throughout the concession term; • Advise on applicable environmental authorisations, National Environmental Management Act (NEMA) obligations, and any Heritage Resources requirements triggered by the Project; • Review the External Partner Selection Plan (EPSP) which incorporates the procurement strategy and assess compliance with the Preferential Procurement Policy, competitive process requirements, and applicable Treasury instruction notes; • Assess tax structuring considerations including VAT, transfer duty, securities transfer tax, and corporate income tax arising from asset transfers and equity transactions; • Assess the implications of Section 65 of the National Ports Act on the proposed PSP structure, including license preservation requirements, operator sublicensing arrangements, change-of-control implications and any requirements arising from the proposed shareholding and governance structure;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Consolidate findings into a clear legal baseline to inform transaction structuring and risk allocation; **Legislation to be reviewed includes (at minimum):** • Constitution of the Republic of South Africa, 1996 • Economic Regulation of Transport Act 6 of 2024 (ERT Act) • National Ports Act 12 of 2005 • Legal Succession to the South African Transport Services Act 9 of 1989 • National Land Transport Act 5 of 2009 • Public Finance Management Act 1 of 1999 (PFMA) and Treasury Regulations • Companies Act 71 of 2008 • Competition Act 89 of 1998 • Labour Relations Act 66 of 1995 (including section 197) • Broad-Based Black Economic Empowerment Act 53 of 2003, as amended • National Environmental Management Act 107 of 1998 (NEMA) and sector-specific environmental legislation • Income Tax Act 58 of 1962 and VAT Act 89 of 1991 • National Rail Policy (2022) • Railway Safety Act (Act No. 30 of 2024) • TRIM Network Statement and access regime instruments • Ports Regulator tariff and regulatory instruments • SAMSA and maritime licensing requirements
3.	Regulatory Approvals and Exemptions Strategy	A comprehensive approvals strategy document and, where required, draft applications, supporting memoranda and resolutions for submission to relevant authorities. This must include: • A complete register of all approvals, licenses, permits, consents, and exemptions required for each transaction, mapped to the relevant authority and timeframe;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Preparation of supporting memoranda and legal documentation required for PFMA s54(2) and s51(1)(g) submissions and other shareholder approvals required to implement the PSP transaction. to DoT, National Treasury and the Executive Authority respectively; • Competition Commission merger notification analysis and, if required, draft merger notification filings under the Competition Act; • National Ports Authority and Ports Regulator regulatory applications and consent requirements under the National Ports Act. Identify all TNPA landlord approvals, consents, leases, sublicensing arrangements and port-related permissions required to implement the transaction and provide a strategy for securing such approvals; • Operating license applications or transfers under applicable transport legislation; • DoT interface requirements and any consents required under the ERT Act reform framework; • Environmental authorisation requirements under NEMA and any sector-specific environmental legislation; and • Recommended sequencing and critical path for all regulatory approvals, with risk of delay assessed for each.
4.	Transaction Structuring Memorandum and Legal Opinion	This is the central structuring deliverable. The legal expert, must produce a detailed Transaction Structuring Memorandum for this transaction that includes the following: • Assess the current legal status of the business to be ring-fenced, including asset ownership, existing contracts, encumbrances, leases, licenses, and employee arrangements; • Evaluate and recommend the optimal PSP models (concession, JV with equity participation, terminal operating license, or hybrid) with reference to international comparators; • Set out the recommended ring-fencing mechanism: legal separation of assets, liabilities, contracts, and employees into a new commercial vehicle (SPV or JV), with full analysis of structural options and their legal implications; • Advise on the optimal form of equity participation: subscription, sale of shares, phased earn-in, or hybrid - and the mechanics of each; • Address the legal separation of TRIM-managed infrastructure from terminal and rail operations, including open access compliance, interface agreement requirements, and alignment with TRIM's Network Statement; • Identify and quantify all legal risks over and above transaction risks identified during project preparation, and recommend a risk allocation framework, clearly distinguishing between Transnet-retained risk, TRIM-related risk, private partner risk, and shared risk - with proposed contractual mechanisms for each;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Identify all third-party consents required (funders, counterparties, regulators) and advise on strategy for obtaining them; • Provide a recommended governance structure for the new entity, including board composition, reserved matters, minority protections, and deadlock mechanisms; • Confirm that the recommended structure is bankable and capable of supporting third-party project financing, including alignment with lender requirements, step-in rights, security package design, and termination compensation regimes acceptable to DFIs and commercial lenders; • Develop a detailed interface risk framework, mapping operational interdependencies between rail infrastructure, rail operations, and terminal operations, and proposing enforceable multi-party interface agreements to ensure performance accountability across all parties; and • Demonstrate alignment with Transnet JIEPS Framework on value-for-money, risk transfer, and affordability, with supporting analysis.
5.	Legal Risk Report and Risk Allocation Matrix	A transaction-specific Legal Risk Report for each transaction, including a Risk Allocation Matrix. The report must: • Identify all material legal risks, including but not limited to the following risk categories: regulatory and licensing risk; open access and TRIM interface risk; asset encumbrance and title risk; labour and section 197 risk; environmental liability risk; existing contractual obligations and change-of-control risk; competition law risk; PFMA compliance risk; funding agreement and DFI covenant risk; and bankability and lender consent risk; • Assess each risk by likelihood, severity, and financial impact (quantified where possible); • Propose optimal risk allocation between Transnet, the private partner, and third parties, with rationale for each allocation position; • Recommend contractual mitigation measures for each identified risk, including representations and warranties, indemnities, insurance requirements, step-in rights, and termination compensation; and • Present findings in a structured Risk Allocation Matrix suitable for use as a negotiation tool during the RFP and transaction documentation phases.

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
6.	Funding Agreement Review and Legal Impact Report	A review of all Identified Funding Agreements to assess the legal impact of the PSP transactions on Transnet's existing obligations to lenders and funders. The deliverable must include: • A Funding Agreement Review Template to be agreed with Transnet and the PSP Unit before commencement, covering key review criteria including but not limited to change of control clauses, asset disposal restrictions, ring-fencing restrictions, cross-default triggers, lender consent requirements; • A systematic review of each Identified Funding Agreement using the agreed template; • A consolidated Legal Impact Report identifying: i. funding agreements that will be triggered or affected by the transactions; ii. consents or waivers required; iii. risk of default or cross-default; and iv. recommended strategy for managing lender engagement • Draft consent request letters or waiver applications to relevant funders, lenders and DFIs, for Transnet's review and use.
7.	Labour Law Advice	A Labour Law Advisory Note, covering: • Assess workforce transition mechanisms including transfer, secondment, managed services or hybrid arrangements, and recommend on the legal, operational and industrial relations implications of each option; • Structuring of the workforce transition as part of the PSP transaction, including the treatment and continuity of collective bargaining agreements, pension and benefit arrangements, and existing terms and conditions of employment; • Where applicable, set out the approach to the application of section 197 of the Labour Relations Act to the proposed ring-fencing and business transfer, including an assessment of whether an automatic transfer is triggered and the resulting legal and operational implications; • Employee consultation obligations and recommended process for engagement with recognised trade unions and employee representatives; • Risk of labour disputes and recommended mitigation measures, including proposed contractual protections and a labour engagement strategy; and

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Draft labour-related provisions for inclusion in transaction agreements (including warranties, indemnities, and employee schedule requirements).
8.	Request for Proposals (RFP) - Legal Review, Drafting, and Commentary – **RBDBT**	The legal expert must take a lead role in drafting, reviewing and finalising the RFP, including drafting all required provisions. The scope includes: • Draft, review and manage legal commentary on the full draft RFP; • Draft legally binding provisions within the RFP including but not limited to bid validity periods, bid security requirements, confidentiality undertakings, disqualification criteria, and process warranties; • Review and advice on the term sheet and heads of terms to be included in the RFP, ensuring alignment with the agreed transaction structure; • Draft the pro forma Shareholders Agreement and Memorandum of Incorporation to be issued with the RFP as indicative transaction documents; • Review of evaluation criteria and scoring methodology for legal defensibility; • Legal support to the bid evaluation process as and when required by providing legal support during evaluation moderation sessions, bidder clarification processes, preparation of evaluation reports, and review of the legal defensibility of evaluation outcomes and recommendations; and • Prepare and review the full procurement package, including bid instructions, evaluation methodology, bid forms, draft transaction agreements, risk allocation schedules, performance regime schedules, technical specifications and bidder returnable schedules.
9.	Memorandum of Incorporation and Shareholders Agreement	Draft the constitutional and governance documents as well as accompanying resolutions for each new commercial vehicle (SPV/JV), including but not limited to: • Memorandum of Incorporation ("MOI") compliant with the Companies Act 71 of 2008, reflecting the agreed governance structure and any regulatory requirements applicable to the new entity; • Shareholders Agreement covering board composition and reserved matters; decision-making thresholds; minority shareholder protections; dividend policy and cash sweep mechanisms; BBBEE compliance and maintenance obligations; transfer restrictions and pre-emption rights; tag-along and drag-along provisions; deadlock resolution mechanisms; and exit rights;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Sub license agreements, Personnel agreements and any other agreements; • Share Registers and Share Certificates; • Pro forma versions for inclusion in the RFP as indicative documents, with final negotiated versions produced post-preferred bidder selection; and • In addition: prepare and lodge all relevant documents to the Companies Intellectual Property Commission (CIPC) including but not limited to name reservation, registration, MOI lodgement, share transfers, etc.
10	Transaction Agreement Suite	Draft, negotiate - through and iterative process - and finalise the full suite of transaction agreements required to implement each PSP transaction. The suite will include, but not limited to (as applicable to each transaction): • Sale of Business Agreement or Business Transfer Agreement (for ring-fencing and transfer of the terminal/corridor business to the new entity); • Share Subscription Agreement and/or Share Sale Agreement (for equity participation by the private partner); • Structuring of transitional arrangements between existing operations and the PSP entity, including interim operating agreements and risk allocation during transition; • PSP Transaction Agreements; Rail Operating Agreements; Terminal Operating Agreement (where applicable), including KPIs, step-in rights, and performance regime; • Lease; Sub-lease or Property Agreement for land and fixed infrastructure occupied by the new entity; • TFR and private Train Operating Companies ("TOCs") Interface Agreements: defining roles and responsibilities between the new entity and TFR as well as other TOCs where required; • Take-or-Pay or throughput guarantee agreements with anchor off-takers (where applicable) and as informed by the commercial risk allocation; • Termination, step-in, and compensation regime provisions; • NDA and confidentiality agreements for the transaction process; • Draft and negotiate direct agreements with lenders, including step-in rights and cure periods aligned with project finance requirements;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Provide legal support for the achievement of Financial Close, including preparation of a Conditions Precedent checklist, monitoring and tracking fulfilment of all conditions precedent, coordination with lenders and counterparties, and legal certification where required; • Provide support in aligning transaction documentation with lender requirements to ensure bankability and project finance readiness; • Support the management and fulfilment of conditions precedent, including development of a conditions precedent checklist, tracking of fulfilment, coordination with lenders and counterparties, and legal support through to financial close; and • All schedules to the above agreements, including asset schedules; employee schedules; key performance indicators; approved business plans; and regulatory compliance schedules.
11.	Project Participation and Governance Support	Ongoing legal support and project participation throughout both transaction processes, including: • Attendance at transaction steering committee meetings (maximum two representatives per meeting, unless otherwise agreed); • Attendance at working group meetings, Transnet project teams, and regulatory stakeholders; • Attendance at bidder briefings, site visits, data room interactions and bidder clarification processes to ensure compliance with procurement and governance requirements; • Preparation of written meeting briefs, decision memoranda, and legal progress reports; • Proactive escalation of legal risks and issues to Transnet's project team and General Manager: Commercial Law; • Legal support during negotiations with preferred bidders, including drafting of negotiation positions and tracking of mark-up changes; • Preparation of governance submissions and legal memoranda required for Transnet internal approvals, including submissions to the PSP Steering Committee, GIC, EXCO, Board Committees and the Transnet Board where required; and • Provide ongoing probity and procurement assurance support, including conflict-of-interest reviews, confidentiality management, evaluation process integrity reviews, maintenance of decision audit trails, and support in responding to procurement challenges or disputes. This includes full due diligence on winning bidder and reserve bidder.
12.	Interface Agreement Framework	Develop and document an interface agreement framework and accompanying principles document covering:

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• TRIM - operator interface: roles, responsibilities, access charges, performance standards, open access compliance, including capacity allocation principles, and network disruption risk allocation; • Terminal - rail interface: operational dependency mapping, handover obligations, maintenance responsibilities, performance interdependencies, and escalation mechanisms; • Multi-party coordination mechanisms where TRIM, the rail operators, the terminal, and anchor off-takers have overlapping obligations; and • Termination, step-in, and compensation provisions applicable across the interface agreement suite, aligned with lender requirements and TRIM's Network Statement.
13.	Bankability and Lender Requirements Note	A dedicated bankability assessment note for each transaction, addressing the requirements of project lenders and DFIs. The note must include: • Review and update the proposed transaction structure against standard project finance bankability criteria, including security package requirements, lender step-in rights, and direct agreement requirements; • Advice on termination compensation regimes acceptable to DFIs, including minimum compensation floors and calculation methodology • Identification of structural features that may impede lender appetite and recommended modifications to address them; • Advice on lender consent and co-ordination requirements arising from Transnet's existing DFI funding agreements in the context of the proposed PSP structures; and • Engagement with prospective lenders and DFIs, where required, to test bankability of the proposed structure and incorporate lender feedback into the transaction documentation and risk allocation framework.
14.	Negotiation Strategy, Position Register and participation in the negotiations for commercial and financial close activities	A structured negotiation strategy document, to be prepared prior to engagement with the preferred bidder and updated as negotiations progress. The document must include: • A prioritised register of key commercial and legal positions, distinguishing between non-negotiable terms, preferred positions, and acceptable fallback positions; • Issue-by-issue negotiation guidance for the core transaction documents, including the Shareholders Agreement, Concession or Operating Agreement, and TRIM Interface Agreement; • A mark-up tracking and issues register to be maintained throughout negotiations, enabling Transnet to monitor concessions made and assess cumulative risk; and

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Identification of provisions requiring board, Treasury, or ministerial approval before a negotiated position can be accepted.
TECHNICAL, ENVIRONMENTAL SOCIAL, GOVERNANCE, ANALYSIS, PROCUREMENT, COMMERCIAL AND FINANCIAL CLOSE SUPPORT		

15.	Technical Report (incl. technical baseline and gap report, transaction boundary and Interface Matrix, owner's requirements and output specification, reference-design information pack, technical risk register)
	
	Procurement support (RFP and RFQ)
		The private partner will be responsible for developing, optimising, financing and implementing its proposed design, subject to the requirements of the RFP and the transaction agreements. The Technical Adviser shall:
		
		• Confirm the technical baseline:
		  ○ review the existing Stage 1 and Stage 2 technical studies, asset information, layouts, capacity assumptions and project interfaces;
		  ○ identify material gaps, inconsistencies and outdated assumptions that could prevent fair and comparable bidding;
		  ○ verify the transaction battery limits and distinguish clearly between:
		  ▪ existing RBDBT assets;
		  ▪ shared facilities and services;
		  ▪ SPV responsibilities;
		  ▪ TPT-retained responsibilities;
		  ▪ TNPA infrastructure and marine responsibilities; and
		  ▪ rail and third-party interfaces;
		• Prepare the functional requirements:
		  ○ develop or refine functional and output-based technical requirements for the RFP;
		  ○ define required outcomes for capacity, availability, reliability, productivity, vessel loading, rail offloading, stockyard performance, safety, environmental performance and lifecycle maintenance;
		  ○ prepare a reference-design information pack sufficient to provide bidders with a common baseline, without constraining bidders from proposing optimised solutions;
		  ○ identify mandatory technical interfaces, constraints, minimum standards and acceptance requirements;
		• Undertake targeted technical verification:
		  ○ undertake only those targeted inspections, surveys or desktop reviews necessary to:
		  ▪ verify material asset-condition information;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		▪ identify critical brownfield interfaces; ▪ confirm material data-room disclosures; ▪ identify immediate safety or operability risks; and ▪ establish the basis for asset handover and risk allocation; ○ prepare or update a high-level reference cost framework only where required for bid comparability, affordability analysis or evaluation; ○ not prepare a detailed prescriptive BOQ for the bidder's final design unless separately instructed by Transnet; • Support RFP preparation: ○ review the technical portions of the RFP and draft transaction documents; ○ develop technical proposal schedules and minimum submission requirements; ○ prepare clear requirements for bidder designs, investment plans, implementation phasing, shutdown planning, commissioning, performance testing and lifecycle maintenance; ○ prepare the technical evaluation methodology and evaluator guidance; • Evaluate bidder solutions ○ assess each bidder's proposed: ▪ design concept; ▪ capacity and throughput solution; ▪ brownfield integration approach; ▪ capital programme; ▪ construction and phasing plan; ▪ operations and maintenance plan; ▪ reliability and lifecycle strategy; ▪ technology and automation solution; ▪ interfaces with TNPA and rail; ▪ implementation risks; and ▪ compliance with output specifications; ○ identify material qualifications, assumptions, exclusions and deviations;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		○ assist the CFAT in determining whether proposals are technically credible, deliverable and comparable; • Support negotiation and close ○ support clarification and negotiation of technical departures; ○ assist in finalising output specifications, technical schedules, KPIs, acceptance tests, defects regimes, completion requirements and handback standards; ○ review the Preferred Bidder's final technical programme and associated technical conditions precedent. ***The Transaction Adviser shall not undertake detailed design for the terminal or prescribe the private partner's final technical solution.***
16.	Environmental Report (incl. verifying of licenses and permits, development of the risk register) Support PSP Procurement (RFP)	• The Adviser shall review and build on the existing environmental studies, permits, authorisations, audits and compliance records for RBDBT. • The purpose of the assignment is to establish an accurate environmental and social baseline, close or allocate material gaps, support complete and consistent disclosure to bidders and ensure that appropriate obligations are incorporated into the RFP and transaction documents. • The Adviser shall: • Review existing information ○ review existing environmental and social due-diligence reports, environmental authorisations, permits, licences, audit reports, incident records, monitoring data and remedial action plans; ○ prepare a consolidated findings and actions register; ○ distinguish between matters requiring closure by Transnet before RFP or handover and matters that may appropriately be allocated to the SPV or private partner; • Verify permits and approvals ○ compile a register of applicable environmental, water, waste, air-quality, coastal, port, heritage and hazardous-material approvals; ○ verify the holder, validity period, conditions, status, transferability and renewal requirements of each approval; ○ confirm the status of approvals associated with the existing terminal and the proposed Berth 802 developments; ○ identify approvals or amendments required for proposed bidder solutions; • Address identified compliance gaps ○ verify the status of dust suppression, air-quality, stormwater, effluent, waste and pollution-control findings;

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		○ determine which actions remain outstanding; ○ estimate, at an appropriate level, the cost and programme implications of material remedial actions; ○ advise on the allocation of historic, existing and future environmental liabilities; • Undertake targeted supplementary assessment ○ perform additional specialist investigations only where the existing information is insufficient to: ▪ support the RFP; ▪ disclose a material environmental or social risk; ▪ determine responsibility for an identified gap; or ▪ satisfy an applicable approval or lender requirement; ○ avoid repeating existing baseline studies where they remain adequate and current;
COST BENEFIT ANALYSIS		
17.	CBA	The CBA is required for the viability gap funding that should be submitted to NT's Budget Facility for Infrastructure ("BFI") process for fiscal funding approval. One of the major requirements underpinning this approval is the demonstration that a project/programme seeking to secure such an approval through the BFI process is likely to generate significant economic benefits to the country. The demonstration is in the form of an economic model that converts financial value to economic value(s) to justify the need for fiscal support. Therefore, the Transaction Advisor will be required to build an economic model considering all the economic costs and benefits of the project. The objective(s) of such economic model are to: • Justify fiscal support through a credible analysis of social and economic costs and benefits of the project; • Provide information that enables the assessment of welfare changes due to the project and estimation of the project's impact on all segments of the society as measured by the calculation of economic performance indicators such as the Economic Net Present Value (ENPV), the Economic Rate of Return (ERR) and Cost-Effective Ratios (CER); • Provide a scientific method of demonstrating economic cost and benefits of a project through Cost Benefit Analysis (CBA) and/or Cost Effectiveness Analysis (CEA) to assess their economic viability across a range of options considered; and

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Demonstrate the distributional impact(s) in relation to the accrual of gains or losses to different groups from the implementation of the project. A project may have differing impacts according to age, gender, ethnic group, health, skill, or location.
FINANCIAL ANALYSIS, PROCUREMENT, COMMERCIAL AND FINANCIAL CLOSE SUPPORT		
18.	Financial review report and Updated the financial model	Review the existing financial model and the proposed financing structure and: • verify any of the assumptions, judgements and commercial risks associated with the project, and comment on the possibility of the financial projections being achieved; • review the key drivers of Model and validate related assumptions based on source documents/contracts, as applicable; • ensure that the Model produces, in all material respects, Internal Rate of Return ("IRR"), Debt service Cover Ratio ("DSCR") and other key indicators; • review of foreign exchange projections (if any) used in the model; • review of working capital assumptions and workings; • ensure that operational inputs are used correctly in calculating financial statement outputs; • treatment of development costs, commitment fees and arrangement fees; • treatment of tax and accounting assumptions in the Model that needs to be consistent with current provisions of International Financial Reporting Standards The financial model shall be constructed appropriately: • to produce financial projections for the Base Case and identified sensitivity scenarios (as determined in due course by the Lenders) and to ensure that the results of these sensitivities accurately reflect the consequences of the underlying assumptions; • in so far as its logical and internal integrity and arithmetic accuracy of the formulae, algorithms and macros, so as to materially achieve the objectives described above; and • to consider the cash flows, account balances and taxation with respect to the Project from the perspective of specific shareholders and lenders, other than to the extent that they are explicitly represented in the Model.

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
19.	Financial Plan	The Transaction Advisor shall develop a financial plan which shall include, but not limited to, the following: • formulation of financial objectives and transaction requirements for the Project; • the evaluation and development of a suitable funding structure for the Project; • identify the expected debt to equity ratio and quantify the envisaged debt and equity quantum; • evaluation of potential funding sources i.e. DFI's, commercial banks, concession funding etc.; • Identify banking covenants such as DSCR and LLCR levels; and • provide benchmark for the envisaged cost of debt.
DEVELOPMENT OF THE PROJECT INFORMATION MEMORANDUM (PIM)		
20.	Development of PIM and Management	The Transaction Advisor shall prepare/update the PIM taking into account the inputs from all the work streams (legal and regulatory, technical, environmental and social impact assessment studies, CBA, financial etc.).
21.	Data Room Management and Disclosure Protocol	Develop and implement[1] a data room strategy and disclosure framework for each transaction, including: • A document register identifying all materials to be disclosed to qualifying bidders, with appropriate categorisation by sensitivity and disclosure timing; • Advice on legal professional privilege and how to preserve privilege over legal advice in the transaction context; • Drafting of bidder NDA and data room access terms; • Legal advice on PAIA implications and the balance between disclosure obligations and commercial confidentiality; • Advice on POPIA compliance in the context of data shared with bidders; • Drafting of data room disclaimer, non-reliance, and limitation of liability provisions, clearly allocating data verification responsibility to bidders and protecting Transnet against claims arising from reliance on disclosed information;

1 Implementation includes hosting and management of the data room.

REF	DELIVERABLE	DETAILED SCOPE AND REQUIREMENTS
		• Establish and manage the Data Room platform, including document indexing, version control, bidder access management, and monitoring of bidder activity logs during the procurement process; and • Maintenance of data room up until Commercial Close with a mutually agreed data transfer date.

b. GENERAL

In supplementing the above functional requirements, bidders are required to demonstrate expertise and experience in the following areas:

(i) demonstrate a strong understanding of the South African rail, port, and transport regulatory framework, including the role of the Transnet Rail Infrastructure Manager (TRIM) as the independent infrastructure manager and the implementation of non-discriminatory open access under the Economic Regulation of Transport Act 6 of 2024 (ERT Act),

(ii) demonstrate knowledge of the regulatory regime under the National Ports Act and oversight by the Ports Regulator.

(iii) knowledge and experience in dealing with government departments and entities listed under the PFMA;

(iv) knowledge of the PFMA (specifically Regulation 16 and Section 54), "B-BBEE Act, Constitution, PAJA, and corresponding regulations;

(v) experience in working with the local and international financial institutions, including, but not limited to, commercial banks, institutional investors, multilateral development banks and development finance institutions;

(vi) ability to render timely, professional and cost-effective financial solutions;

(vii) ensure full compliance with the Public Finance Management Act (PFMA) and applicable Treasury Regulations.

c. **PROJECT CLOSEOUT REPORT**

The Transaction Advisor will be required to assist with:

(i) conduct key stakeholder workshop (PSP Unit, DoT, Transnet, National Treasury etc.), and

(ii) project closeout report which shall include lessons learnt, outstanding obligations, residual risk register, implementation roadmap, key approvals status, handover requirements and recommendations for transaction implementation and contract management.

APPOINTMENT TIMELINES

The transaction advisor is required to present a comprehensive timeline of achieving the deliverables associated with the Services within thirty six (36) months.

In case the core team is composed of international consultants (because of, for instance, lack of capacity and experience with PSP led transactions and frameworks), it shall also include local experts with local knowledge to support coordination with the local partners and fieldwork. The transaction advisor will be responsible for mobilising other necessary team members as needed to complete the assignment within the timeframe.

Consultancy firms are welcome to enter into partnerships with other firms and submit proposals as a consortium.

PRICING ASSUMPTIONS

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

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

(ii) While it is entirely at the tenderer's discretion as regards pricing the services below, the tenderer may wish to consult the various Guidelines to Scope of Services and Tariff of Fees for Persons Registered in terms of the relevant Professions Act with the associated Board Notices. It is the tenderer's responsibility to price all the services and associated tasks and activities realistically as to be able to achieve all the deliverables listed in the Scope of Work in a cost-effective and time-efficient manner.

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

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

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

(vi) The hourly rates in the time-based fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines.

(vii) The consulting fee must include operational costs and disbursements.

PREAMBLES TO SCHEDULE OF QUANTITIES

(i) **Specialist Duration**: After determining the hourly rate for the specialists, the Transaction Advisor needs to determine the total duration that a specialist(s) will take

to execute and complete the work under each Part. It should be noted that no extra hours will be provided to any specialist unless otherwise warranted and agreed upon by PSC and the successful Transaction Advisor.

(ii) **Duration and time frames**: The implementation of the PSP programme is of national importance and it is imperative that the Bidder adopt an approach that ensures timeous completion of the services outlined in the RFP (as soon as possible) without compromising on the scope, the quality or the methodology employed. It is anticipated that the work should be completed within thirty-six (36) months; however, where the Bidder can complete the programme sooner without compromising the quality, they need to indicate this clearly in their methodology.

Notwithstanding the overall appointment period, the programme shall be developed on the basis that Transnet is targeting issue of the detailed RFP to shortlisted bidders by no later than 31 March 2027. Therefore, the TA must complete the: inception report, gap analysis, legal and regulatory feasibility study, and draft agreements accompanying the RFP by no later than 28 February 2027.

(iii) The Bidder must provide, in **the financial proposal**, a breakdown of costs. The detailed pricing schedule is contained in **Annexure A**.

(iv) **Contingencies**: A 15% percentage contingencies has been allowed for in the tender. The spending of the contingencies amount will only be used for circumstances that could not be foreseen during tendering stage. In such a case, the Service Provider will provide a detailed report to DBSA motivating for the utilization of the contingencies amount and DBSA will evaluate the report and either accept or reject the utilization of such amount.

(v) **Professional Indemnity Insurance (PI):** The Preferred Bidder will be required to provide a proof of Professional Indemnity Insurance which will be a condition to the Service Level Agreement (SLA).

(vi) **Payments:** Payments for services rendered under this RFP will be made on the following terms: The Bidder's fees must be based on the required deliverables and take into account operational costs and disbursements. All payments will need to be assessed and approved by DBSA before payment shall be made as shown in *Table 2*.

(vii) **Ownership of Work Produced:** Upon receipt of payment from the DBSA all the work produced by the Bidder under this RFP will become the exclusive property of the DBSA, DoT, Transnet ("Parties") and the Parties may use, distribute and copy the information and all the material produced by the Bidder as it pleases by the DBSA.

Table 2: Indicative Payment Schedule

No.	Description	Means of verification
1.	Mobilisation, inception and consolidated gap analysis including implementation plan, stakeholder/interface map, site familiarisation and initial risk/gap register	Inception and gap-analysis package accepted by PSC
2.	Legal/regulatory and pre-RFP readiness package including legal DD, approvals strategy, transaction structuring memorandum/legal opinion, risk-allocation matrix, labour advice and funding-agreement review	Defined reports and readiness package accepted by PSC
3.	Updated technical, environmental, commercial and financial baseline including targeted update of existing studies, updated financial model, financial plan, CBA, technical/output requirements, ESG/environmental baseline and PIM	Updated baseline deliverables/model/PIM accepted by PSC
4.	Draft RFP and complete first draft transaction-document suite including procurement instructions, evaluation methodology, bidder schedules, output specification, risk schedules, pro-forma MOI/SHA and applicable transaction/interface agreements	Complete integrated Draft RFP Package issued to Transnet/PSC for review
5.	Final RFP and transaction-document suite approved for issue, incorporating comments, procurement/legal review and completed controlled bidder/data-room package	PSC/governance approval of RFP package for issue
6.	RFP process, bidder engagement and evaluation support including clarifications, data-room management, evaluation/moderation support, due	Approved evaluation report / preferred and reserve bidder recommendation

No.	Description	Means of verification
	diligence, evaluation outputs and preferred/reserve bidder recommendation	
7.	Preferred-bidder negotiation and Commercial Close including negotiation strategy, positions register, iterative agreement mark-ups, agreed commercial terms and execution-ready/final transaction documents	Commercial Close evidenced by executed/agreed transaction documents and required approvals
8.	Financial Close support including lender interfaces/direct agreements, financing/document alignment, conditions-precedent register and satisfaction support	Financial Close / completion of agreed Financial Close requirements
9.	Project closeout and handover including lessons learned, residual obligations/risk register, approvals status, implementation roadmap and handover package	Closeout report accepted by PSC

CONDITIONS OF AWARD

The following award conditions are applicable:

d. RULES OF BIDDING

(i) Bidders may attend the Tender Briefing and complete an attendance register to record their attendance.

(ii) The DBSA will enter into a contract with the Transaction Advisor for the work set out in this scope. The Transaction Advisor must be a single legal entity, which must obtain expertise through joint venture or sub-contracts if necessary. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, as applicable, authenticated by a Notary Public, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members should be advised that

each member would be held jointly and severally liable for the performance of the consortium or joint venture.

(iii) The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof. If the contract between DBSA and the Transaction Advisor is terminated by either party due to reasons not attributable to the advisor, the advisor 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 advisor for the appropriate phase of the project during which the appointment was terminated.

(iv) The persons proposed for professional work on the project shall remain on the project unless permission is granted in writing by the DBSA to change the resource. The resource may only be made by a specialist/expert with similar qualification/s and experience. Such permission will only be granted in exceptional circumstances.

(v) The Transaction Advisor may not use any material or information derived from the provision of the services in terms of this contract for any purpose. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the Transnet and DBSA.

(vi) The costs of preparing proposals and of negotiating the contract are not reimbursable.

(vii) The Transaction Advisor and its affiliates are disqualified from providing goods, works and services to any bidding consortium or members of such a consortium and/or the private party to the agreement, or to any eventual project that may result, directly or indirectly from these services.

(viii) The DBSA will not accept any late bid submissions and will return late bid submissions unopened.

(ix) 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.

(x) This Bid is fixed price for a period of three (3) years with no escalation/s. The Bidders must make necessary pricing proposals taking into account the duration of the project.

(xi) The hourly rates in the pricing schedule is for indicative and benchmarking purposes **only**, as the Bid will be awarded as fixed cost for total resources allocated to the project.

e. BID SUBMISSION REQUIREMENTS

The Transaction Advisor, as part of its deliverables, will be required to present the proposal, which will include the following details:

A. The Proposal

Approach to implement the scope of work (covering the scope outlined above) including:

(ii) an explanation of policy and regulatory key issues relevant to the rail and ports projects in the South African market;

(iii) CVs of the Lead Resources with a clear indication of which specialist role the individual will occupy (see CV template attached);

(iv) Resource matrix: a brief biography (organogram) of the proposed project team, with clear identification of the role of team members and their experience, with an indication, of each transaction of the person's role, scope of the mandate, and status of the transaction (closed, aborted, in progress) in the following areas;

a. in infrastructure transactions; and
b. PPP contracts

(v) Project/transaction list of at least 3 projects valued at more than R500 million, showcasing the resource's experience in the transaction advisory of infrastructure projects in the sectors, including:

a. experience in Government side mandates for infrastructure projects (specifying in each case role and whether the transaction closed);
b. experience in undertaking private sector mandates for infrastructure projects (specifying in each case the role and whether the transaction closed);
c. Public Private Partnership (PPP) projects (specifying in each case the role and whether the transaction has reached financial close);
d. infrastructure projects in the South African market;
e. infrastructure projects in Africa/ other emerging markets (other than South Africa); and
f. other relevant infrastructure projects.

(vi) Profile of the bidder- The firm needs to demonstrate or articulate these requirements listed below:

a. Establishment (firm established more than 5 years ago);
b. Relevant alignment to the scope of works within the profile of firm;

c. International experience in Structured Finance, Project Finance, PPP financing;

d. Application of innovation in the financing of infrastructure projects;

e. Demonstration of the ability to negotiate commercial and reach financial close.

THE DBSA CAN CANCEL OR AMEND OR PARTIALLY AWARD THE CONTRACT ACCORDING TO ITS REQUIREMENTS.

STANDARD CV TEMPLATE

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

Education		
Date Obtained	**Institution**	**Degrees (s) Obtained and National Qualification Level**

Professional Registration	
Body	**Registration Number**

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

Key Projects Undertaken 1	
Name of the Assignment / Project	
Period	
Location	
Client (name, contact person and telephone number, attach reference letter)	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million ☐ ZAR500 million – ZAR 2 billion ☐ >ZAR2 billion – ZAR5 billion ☐ >ZAR5 billion ☐

Key Projects Undertaken 2	
Name of the Assignment / Project	
Period	
Location	
Client (name, contact person and telephone number, attach reference letter)	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million ☐ ZAR500 million – ZAR 2 billion ☐ >ZAR2 billion – ZAR5 billion ☐ >ZAR5 billion ☐

Key Projects Undertaken 3	
Name of the Assignment / Project	
Period	
Location	
Client (name, contact person and telephone number, attach reference letter)	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million [ ] ZAR500 million – ZAR 2 billion [ ] >ZAR2 billion – ZAR5 billion [ ] >ZAR5 billion [ ]
Key Projects Undertaken 4	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million [ ] ZAR500 million – ZAR 2 billion [ ] >ZAR2 billion – ZAR5 billion [ ] >ZAR5 billion [ ]

Key Projects Undertaken 5	
Name of the Assignment / Project	
Period	
Location	
Client (name, contact person and telephone number, attach reference letter)	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million [ ] ZAR500 million – ZAR 2 billion [ ] >ZAR2 billion – ZAR5 billion [ ] >ZAR5 billion [ ]
Key Projects Undertaken 6	
Name of the Assignment / Project	
Period	
Location	
Client (name, contact person and telephone number, attach reference letter)	
Sector	
Main Project features	
Positions Held	
Activities Performed	
Total Project Value in ZAR ***Bidders must indicate the financial ranges within which a particular project falls, failing which that project will not be considered in the scoring and will be allocated a zero (0).***	*Tick relevant box* <ZAR500 million [ ] ZAR500 million – ZAR 2 billion [ ] >ZAR2 billion – ZAR5 billion [ ]

	>ZAR5 billion		

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 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 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.

2.2.1 If so, furnish particulars:

……
……

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

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

2.3.1 If so, furnish particulars:

…….
…….

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder

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

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

Annexure C

SBD 6.1

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

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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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		

3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE:.....

ADDRESS:.....

.....

.....

.....

RESTRICTED SUPPLIERS

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

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:

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

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