

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
<p>BID NUMBER:</p>	<p>RFP022/2025</p>
<p>COMPULSORY BRIEFING SESSION DETAILS:</p>	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Link: Compulsory Briefing Session</p> <p>07 March 2025 @11H00 (Johannesburg time)</p>
<p>CLOSING DATE:</p>	<p>21 March 2025</p>
<p>CLOSING TIME:</p>	<p>23H55 (Midnight)</p>
<p>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</p>	<p>120 days</p>
<p>DESCRIPTION OF BID:</p>	<p>Procurement of a Service Provider to undertake Market Demand Study for Student Housing</p>
<p>BID DOCUMENTS ELECTRONIC SUBMISSION:</p>	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification via e-mail to lihleSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 17 March 2025 16:00 Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. <p>NB: Electronic submission is encouraged for all bidders interested in this tender</p> <p>Closing date of this RFP022/2025 is 20 Marc5 2024 before 23:55. No physical bids will be received or accepted at the DBSA offices</p>

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



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP022/2025

DESCRIPTION: Procurement of a Service Provider to undertake Market Demand Study for Student Housing.

COMPULSORY BRIEFING: 07 March 2025 - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK: [Compulsory Briefing Session](#)

Time: 11H00 AM Johannesburg time (Microsoft Teams)

Closing time for the OneDrive Link submissions - 16h00 on the 17th of March 2025 (Telkom Time)

CLOSING DATE: 21 March 2025

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

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

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
2. TAX COMPLIANCE REQUIREMENTS
2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM

THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

YES **NO**

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	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** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 26.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 26.6 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihleSCM@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **07 March 2025** - Tender briefing will be done online via Microsoft teams.

LINK: [Compulsory Briefing Session](#)

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

CLOSING DATE: **21 March 2025**

CLOSING TIME: 23H55

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 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:
- 26.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	Pre-Qualifier	Y
2	Attendance Register of the Compulsory Briefing Session attended by the Tenderer.	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	72 hours	Y
2	Returnable documents completed and signed.	72 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant to do business with the DBSA.	7 Working days	Y

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

26.1.2 **Second Stage – Functional criteria**

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

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

26.1.2 **Third Stage – price**

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

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

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

26.3 **First Stage: Pre-Qualifying Criteria**

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

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

26.4 **Second Stage: Functional Criteria**

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

No	Evaluation Criteria	Scoring description	Maximum Points
1	<p>PROJECT LEAD</p> <p>Qualifications: Post-graduate qualification in Market Research/Economics or equivalent qualification minimum NQF Level 6.</p> <p>Note: This is expected to be a permanently assigned resource to the project.</p> <p>Submit proof of qualification. SAQA accreditation required where qualification was obtained outside of South Africa.</p>	<ul style="list-style-type: none"> • 15 points – Honours / Master’s degree (NQF 8 / 9) or higher • 10 points – Post-grad degree (NQF 7) • 0 points – No qualification(s) 	15
2	<p>EXPERIENCE: PROJECT LEAD</p> <p>Demonstrate capability and experience to undertake market research projects.</p> <p>Submit CV in a format as demonstrated on Appendix C of TOR: Standard CV Template.</p>	<ul style="list-style-type: none"> • 30 points – Successfully completed three (3) market research projects, and at least one market research study(ies) in the student accommodation and/or housing sector • 25 points – Successfully completed two (2) market research projects, and at least one market research study(ies) in the student accommodation and/or housing sector • 20 points – Successfully completed two (2) market research projects • 15 points – Successfully completed one (1) market research projects • 0 points – demonstrated no market study research experience 	30
3	<p>COMPANY’S EXPERIENCE</p> <p>Proven track record of conduction market research / survey.</p> <p>The experience must clearly define:</p> <ul style="list-style-type: none"> • What the research was about • Start and completion date • Contactable references and/or reference letters. 	<ul style="list-style-type: none"> • 25 points – Proven and demonstrable experience in terms of number of years (10 years or more), including experience of working in PSET sector • 20 points – Proven and demonstrable experience in terms of number of years, i.e., more than 5 year but less than 10 years • 15 points – Proven and demonstrable experience in terms of number of years, i.e., less than 5 years • 0 – points – No track record provided 	25
5	<p>TEAM EXPERIENCE</p> <p>Team profile and size, i.e., demonstrate key personnel in core team.</p> <p>Provide at least two page CV per team member, refer Appendix C of TOR: Standard CV Template for the format to use, of the key team members with relevant market research experience.</p>	<ul style="list-style-type: none"> • 20 points – Experience of experts demonstrated, as per the required CV format, together with proposed organization structure for study execution • 15 points – Experience of experts demonstrated, as per the required CV format 	20

No	Evaluation Criteria	Scoring description	Maximum Points
		<ul style="list-style-type: none"> • 0 – points – Team profile and size not provided 	
6	<p>METHODOLOGY AND APPROACH PROPOSAL (i.e., project work plan)</p> <p>Project comprehension demonstrated in proposal and the composition of the team relevant for the execution, i.e., work plan, project management approach, proposed timeframe for the project; indicating that the tenderer has knowledge and experience in undertaking market research studies. Bidder is encouraged to include suggestions or supplementary tasks which may enhance the project scope of work.</p>	<ul style="list-style-type: none"> • 10 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations • 7 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks however did not include value add innovations • 5 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks • 0 points – Does not address the requirements, is not detailed and generic 	10
	Total		100
	Minimum threshold		70

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

26.6 Third Stage: Price

26.6.1 the Third Stage of evaluation of the Bids will be in respect of price and specific goals.

27. Risk Analysis and Objective Criteria

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

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

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

28. Due Diligence

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

a. Judgements and criminal convictions

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

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

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

c. Performance

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

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

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

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

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

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

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc);

- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

- 30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 30.2 A Bid must not be conditional on:
- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
 - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
 - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
 - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

- 31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 31.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

32. DISCUSSION WITH BIDDERS

- 32.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

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

33. SUCCESSFUL BIDS

- 33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

34. NO OBLIGATION TO ENTER INTO CONTRACT

- 34.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

35. BIDDER WARRANTIES

- 35.1 By submitting a Bid, a Bidder warrants that:
 - 35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

- 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

- 36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 36.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 36.1.3 vary or extend any time or date specified in this RFP
 - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 36.1.5 require additional information or clarification from any Bidder or any other person;
 - 36.1.6 provide additional information or clarification;
 - 36.1.7 negotiate with any one or more Bidder;
 - 36.1.8 call for new Bid;
 - 36.1.9 reject any Bid received after the Closing Time; or
 - 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

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

PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION AND BACKGROUND

Through this request for proposals and terms of reference (“**Terms of Reference**”), the Development Bank of Southern Africa Limited (“**the DBSA**” or “**the Bank**”) invites proposals from prospective service providers (“**the Service Provider**”) for consideration and if finally selected, appointment render services (“**the Services**”) to undertake a detailed **Market Demand Study for Student Housing** for the DBSA (“**Programme Development Execution (PDE)**”).

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

- **Outcome 1:** Meet the stated objectives of the Programme or Project as described in **Appendix A of TOR**;
- **Outcome 2:** Execute on the DBSA’s statutory mandate as described in section 1.1 below (*DBSA’s Mandate*);

Table 1: Desired Objectives of the DBSA

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

THIS REQUEST IS ONLY FOR PROPOSALS AND PRICING QUOTATIONS.

1.1. DBSA’S MANDATE

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

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

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

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

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

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

The Bank’s mandate and strategy are linked to the objectives of South Africa’s NDP Vision 2030, which sets out an integrated strategy for accelerating economic growth, eliminating poverty, and reducing inequality. Faster economic growth is both a key objective of the NDP and a necessary condition to raise the resources

needed to fund the country's social and economic transformation. Large-scale investment in economic infrastructure, especially in energy, transport, water, and ICT as well as social infrastructure, in education, health and housing, is a critical enabler.

- **Sustainable Development Goals**

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

- **Agenda 2063**

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

1.2. DETAILS OF THE PROJECT

The Project is described in detail in **Appendix A of TOR**.

1.3. STAKEHOLDERS OF THE PROJECT

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

DBSA – Project Owner

DHET – Programme Sponsor for SHIP

NSFAS – Financial aid provider to eligible students for student housing

2. BENEFICIARIES OF THE PROJECT

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

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

3. SCOPE OF WORK AND DELIVERABLES

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

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

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

4. EVALUATION ON FUNCTIONAL CRITERIA

4.1. RESPONSES TO THE EVALUATION CRITERIA SET OUT

The submissions below must be made to facilitate the evaluation of the proposal.

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

4.1.1 FILE NAME: RESOURCE MATRIX

- A **Resource Matrix** indicating the **lead specialist**;
- **Supporting team members must also be clearly indicated, including their roles that they will support must be specified.**

4.1.2 FILE NAME: CURRICULUM VITAE

Each CV must:

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

Each CV must be limited to 3 pages in length. **Copies of all academic and professional qualifications should accompany each CV.**

4.1.3 FILE NAME: PROJECT REFERENCE LIST

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

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

Each project description should be no longer than 150 words.

4.1.4 FILE NAME: METHODOLOGY AND APPROACH PROPOSAL

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

Also contained in the **Methodology and Approach** must be:

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

- the proposed Assignment Implementation Plan.

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

4.2. FUNCTIONAL CRITERIA SCORING

4.2.1 DETAILED FUNCTIONAL EVALUATION CRITERIA SCORING

No	Evaluation Criteria	Scoring description	Maximum Points
1	<p>PROJECT LEAD</p> <p>Qualifications: Post-graduate qualification in Market Research/Economics or equivalent qualification minimum NQF Level 7. Note: This is expected to be a permanently assigned resource to the project. Submit proof of qualification. SAQA accreditation required where qualification was obtained outside of South Africa.</p>	<ul style="list-style-type: none"> • 15 points – Honours / Master’s degree (NQF 8 / 9) or higher • 10 points – Post-grad degree (NQF 7) • 0 points – No qualification(s) 	15
2	<p>EXPERIENCE: PROJECT LEAD</p> <p>Demonstrate capability and experience to undertake market research projects.</p> <p>Submit CV in a format as demonstrated on Appendix C of TOR: Standard CV Template.</p>	<ul style="list-style-type: none"> • 30 points – Successfully completed three (3) market research projects, and at least one market research study(ies) in the student accommodation and/or housing sector • 25 points – Successfully completed two (2) market research projects, and at least one market research study(ies) in the student accommodation and/or housing sector • 20 points – Successfully completed two (2) market research projects • 15 points – Successfully completed one (1) market research projects • 0 points – demonstrated no market study research experience 	30
3	<p>COMPANY’S EXPERIENCE</p> <p>Proven track record of conduction market research / survey. The experience must clearly define:</p> <ul style="list-style-type: none"> • What the research was about • Start and completion date • Contactable references and/or reference letters. 	<ul style="list-style-type: none"> • 25 points – Proven and demonstrable experience in terms of number of years (10 years or more), including experience of working in PSET sector • 20 points – Proven and demonstrable experience in terms of number of years, i.e., more than 5 year but less than 10 years • 15 points – Proven and demonstrable experience in terms of number of years, i.e., less than 5 years • 0 – points – No track record provided 	25

No	Evaluation Criteria	Scoring description	Maximum Points
5	<p>TEAM EXPERIENCE</p> <p>Team profile and size, i.e., demonstrate key personnel in core team.</p> <p>Provide at least two page CV per team member, refer Appendix C of TOR: Standard CV Template for the format to use, of the key team members with relevant market research experience.</p>	<ul style="list-style-type: none"> • 20 points – Experience of experts demonstrated, as per the required CV format, together with proposed organization structure for study execution • 15 points – Experience of experts demonstrated, as per the required CV format • 0 – points – Team profile and size not provided 	20
6	<p>METHODOLOGY AND APPROACH PROPOSAL (i.e., project work plan)</p> <p>Project comprehension demonstrated in proposal and the composition of the team relevant for the execution, i.e., work plan, project management approach, proposed timeframe for the project; indicating that the tenderer has knowledge and experience in undertaking market research studies. Bidder is encouraged to include suggestions or supplementary tasks which may enhance the project scope of work.</p>	<ul style="list-style-type: none"> • 10 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks and included value add innovations • 7 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks however did not include value add innovations • 5 points – Addresses all requirements, demonstrates a sound understanding of assignment, associated risks • 0 points – Does not address the requirements, is not detailed and generic 	10
	Total		100
	Minimum threshold		70

Table 2: Detailed Functional Evaluation Criteria Scoring

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

5. PRICING

THIS REQUEST IS ONLY FOR PROPOSALS AND PRICING QUOTATIONS.

6. CONDITIONS OF AWARD

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

7. POPIA INFORMED CONSENT

7.1 INTRODUCTION

For purposes of this document Section 6 (hereinafter referred to as the “**Privacy Policy**”):

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 HOW TO CONTACT US REGARDING YOUR PERSONAL INFORMATION

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

7.3 AMENDMENT OF THIS PRIVACY POLICY

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

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

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

7.4 PRIVACY AND INDEMNITY

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

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

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

7.5 INFORMATION WHICH WE MAY COLLECT ABOUT YOU

- **Your or your employer or organisation's contact information**, such as name, alias, address, identity number, passport number, security number, registration number, phone number, cell phone number, vehicle make and registration number, social media user ID, email address, and similar contact data, serial numbers of equipment, details regarding the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.
- **Specific identifiers**, which are required in order to protect legitimate interests, comply with legal obligations or public legal duties, or in order to accommodate you in our workplaces, such as your race (Employment Equity related), religion (correct and fair treatment related), sexual and medical history including any medical conditions (to comply with laws and related to correct and fair treatment issues), trade union matters (to comply with laws and related to correct and fair treatment issues), and financial, credit, deviant and criminal history (to protect our legitimate interests and to perform risk assessments), as well as children's details (benefits related).
- **Account Information**, including banking details, security-related information (including usernames and passwords, authentication methods, and roles), service-related information (including purchase history and account profiles), billing-related information (including payment, shipping, and billing information), and similar data, all which are required to perform contractual matters and / or in order to provide you access to services.
- **User Content**, such as content of communications, suggestions, questions, comments, feedback, and other information you send to us, that you provide to us when you contact us, or that you post on our websites, applications, mobile applications, or social media portals or platforms including information in alerts, folders, notes, and shares of content), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries.
- **Device & Browser Information**, such as network and connection information (including Internet Service Provider (ISP) and Internet Protocol (IP) addresses), device and browser identifiers and information (including device, application, or browser type, version, plug-in type and version, operating system, user agent, language and time zone settings, and other technical information), advertising identifiers, cookie identifiers and information, and similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Usage Information and Browsing History**, such as usage metrics (including usage rates, occurrences of technical errors, diagnostic reports, settings preferences, backup information, API calls, and other logs), content interactions (including searches, views, downloads, prints, shares, streams, and display or playback details), and user journey history (including clickstreams and page navigation, URLs, timestamps, content viewed or searched for, page response times, page interaction information (such as scrolling, clicks, and mouse-overs), and download errors), advertising interactions (including when and how you interact with marketing and advertising materials, click rates, or next steps you may make after seeing an advertisement, and marketing preferences), and similar data which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Location Data**, such as the location of your device, your household, and similar location data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Demographic Information**, such as country, preferred language, age and date of birth, marriage status, gender, physical characteristics, and similar data, which are required to perform contractual

matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.

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

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

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

7.6 HOW WE COLLECT INFORMATION

You may provide Personal Information to us, as follows:

- **Direct collection:** You provide personal information to us when you:
 - use our websites, applications, mobile applications, or social media portals or platforms;
 - interact with us;
 - enquire about, or search for our goods or services;
 - create or maintain a profile or account with us;
 - tender to supply us with goods or services;
 - conclude a contract with us;
 - purchase or subscribe to our goods or service;
 - use our goods or services;
 - purchase, use, or otherwise interact with content, products, or services from third party providers who have a relationship with us;
 - create, post, or submit user content on our websites, applications, mobile applications, or social media portals or platforms;

- register for or attend one of our events or locations;
 - request or sign up for information, including marketing material;
 - communicate with us by phone, email, chat, in person, or otherwise;
 - complete a questionnaire, survey, support ticket, or other information request form;
 - when you submit a quotation, or offer to do business with us, a tender or when you conclude a contract with us;
 - when you express an interest in a bursary or sponsorship.
- **Automatic collection:** We collect personal information automatically from you when you:
 - search for, visit, interact with, or use our websites, applications, mobile applications, or social media portals or platforms;
 - use our goods or services (including through a device);
 - access, use, or download content from us;
 - open emails or click on links in emails or advertisements from us;
 - otherwise interact or communicate with us (such as when you attend one of our events or locations, when you request support or send us information, or when you mention or post to our social media accounts).
- **Collection from third parties:** We collect Personal Information about you from third parties, such as:
 - your organisation and others with whom you have a relationship with that provide or publish personal information related to you, such as from our customers or from others when they create, post, or submit user content that may include your Personal Information;
 - Regulatory Bodies, professional or industry organisations and certification / licensure agencies that provide or publish personal information related to you;
 - third parties and affiliates who deal with or interact with us or you;
 - service providers and business partners who work with us and that we may utilise to deliver certain content, products, or services or to enhance your experience;
 - marketing, sales generation, and recruiting business partners;
 - National Treasury, SAP, Home Affairs, Credit bureaus and other similar agencies;
 - Government agencies, Regulators and others who release or publish public records; and/or
 - other publicly or generally available sources, such as social media sites, public and online websites, open databases, and data in the public domain.

7.7 USE OF INFORMATION COLLECTED

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

- **Tendering and related procurement and supply chain management procedures-legitimate purpose:** For the purposes of assessing whether you are capable and able to provide the DBSA with the required and requested goods and services in accordance with the supplied tender and / or request to contract documentation, which determination will take place as per the supply chain and procurement policies and procedures using duly appointed bid evaluation committees and / or selection personnel, in accordance with Applicable Laws.
- **Due diligence purposes - legitimate purpose:** To carry out a due diligence before we decide to engage or interact with you or to do business with you, including obtaining and verifying your credentials, including your business details, medical status, health history and related records, education and employment history and qualifications, credit and financial status and history, tax status, B-BBEE status, and or any performance or vendor related history.
- **Contract purposes – appointment as a vendor and service provider:** Where declared a successful applicant or bidder, for the purposes of appointing you as a contractor, consultant, or service provider and for the purposes of carrying out the required actions for the conclusion of a contract, including the drafting and / or vetting of the related procurement and contractual documents.

- **Attending to financial matters pertaining to any transaction - conclusion of a contract:** To administer accounts or profiles related to you or your organization including registrations, subscriptions, purchases, billing events, fees, costs and charges calculations, quoting, invoicing, receipt of payments or payment of refunds, reconciliations, and financial management in general.
- **Communications - legitimate purpose:** To make contact with you and to communicate with you generally or in respect of our or your requirements, or instructions.
- **Risk assessment, fraud detection and anti-bribery and corruption matters - legitimate purpose:** To carry out vendor, organizational and enterprise wide risk assessments, in order to detect and prevent bribery, corruption, fraud and abuse, to comply with Applicable Laws, as well as to identify and authenticate your access to and to provide you with access to our goods, services or premises and generally to ensure the security and protection of all persons including employees, and persons when entering or leaving our sites and operations or facilities and / or to exercise our rights and to protect our and others' rights and / or property, including to take action against those that seek to violate or abuse our systems, services, customers or employees and / or other third parties where applicable.
- **Legal obligation and public duties:** To comply with the law and our legal obligations, including to register with Regulatory Bodies, obtain and hold permits and certificates, register for VAT, Tax, PAYE, SDL, COIDA and UIF, etc. and to submit reports or provide various notices or returns, to litigate and / or to respond to a request or order from a SAP official, investigator or court official, Regulator, or public authority.
- **Security purposes: legitimate purpose and to comply with laws:** to permit you access to our offices, facilities, manufacturing or parking areas, as well as to controlled areas, for the purposes of monitoring via CCTV, your interaction and access in and from our facilities described above, and for general risk management, security and emergency incident control purposes as well as for data and cybersecurity purposes.
- **Marketing and electronic communications related thereto – consent required:** To provide you with communications regarding us, our goods and services and / or other notifications, programs, events, or updates that you may have registered asked for, and to send you offers, advertising, and marketing materials, including providing personalized advertising to you, save where you have opted out of this activity.
- **Internal research and development purposes – consent required:** To conduct internal research and development for new content, products, and services, and to improve, test, and enhance the features and functions of our current goods and services.

7.8 DISCLOSURE OF YOUR INFORMATION

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

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

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

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

7.9 RETENTION OF YOUR INFORMATION

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

7.10 ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION

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

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

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

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

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

7.11 COMPLAINTS

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

If you are not satisfied with such process, you may have the right to lodge a complaint with the Information.

Regulator, using the contact details listed below:

Tel: 012 406 4818

Fax: 086 500 3351

Email: infoereg@justice.gov.za

8. APPENDIX A OF TOR: DETAILED DESCRIPTION OF THE Project

8.1. GLOSSARY

The definitions listed below apply to this document.

Abbreviations	Definition
CV	curriculum vitae
DBSA	Development Bank of Southern Africa
DFI	development financial institutions
DHET	Department of Higher Education And Training
e.g.	for example
excl.	excluding
HESA	Higher Education South Africa
i.e.	that is
incl.	including
JV	joint venture
NQF	National Qualification Framework
NSFAS	National Student Financial Aid Scheme
PEST	political, economic, social and technological
PSC	project steering committee
PSET	post-school education and training
R	South African Rand
RFP	request for proposal
SADC	Southern African Development Community
SAQA	South African Qualifications Authority
SWOT	strengths, weaknesses, opportunities and threats
TOR	terms of reference
TVET	Technical Vocational Education and Training
VAT	Value-Added Tax

8.2. INTRODUCTION

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

- Improve the quality of life through the development of social infrastructure;
- Support economic growth through investment in economic infrastructure;
- Support regional integration; and

¹ DBSA, 2023a. Sustainability Review - 2022

- Promote sustainable use of scarce resources².

The DBSA invites proposals from professional service providers or consortia to undertake a **Detailed Market Demand Study (the Study) for Student Housing** across the Post School Education and Training (**PSET**) sector in South Africa. The study aims to identify key gaps, opportunities and strategies to address the student housing backlog, with a focus on sustainability, compliance to the minimum norms and standards and optimal development models.

8.3. BACKGROUND

The demand for student housing is a dynamic aspect of real estate influenced by various factors. As more students pursue higher education in South Africa, the need for suitable student housing has become increasingly vital.

In August 2010 and responding to the severe shortage of accessible, decent, safe and academically conducive student housing, the Minister for Higher Education and Training appointed a Ministerial Review Committee (the Review Committee), to review the provision of student housing in South Africa's universities and to benchmark the universities against each other, as well as against international institutions operating in similar environments. Furthermore, the Minister mandated the committee to undertake research to determine the real need for student housing across all public universities, to assess the various models of housing provision already in the system and to make recommendations on how to improve the situation.

In undertaking its work, the Review Committee engaged and consulted universities, student organizations, financial services organizations, Higher Education South Africa (**HESA**) and other key stakeholders. In September 2011, the Review Committee produced a comprehensive report (i.e., the "*Report on Ministerial Committee for Review of Provision of Student Housing at South African Universities*") containing its findings, analyses and recommendations. In summary, the report made findings that there are major backlogs in the provision of student housing, and that in some instances, students live in very poor conditions. The report further found that many of the country's higher education institutions have not been able to make sufficient investments in maintaining their infrastructure, and far too few students are sufficiently accommodated.

Through the Student Housing Infrastructure Programme (**SHIP**), i.e., through an agreement the Department of Higher Education And Training (**DHET**) and Development Bank of Southern Africa (**DBSA / the Bank**), and other individual projects within Project Preparation Division (**PPD**), the DBSA plays a critical role in its developmental role to de-risk and ensure that the student housing sector attracts investment and finance. To date, the DBSA has largely financed on-campus student housing at various institutions, however challenges exists in funding off-campus student housing projects due to the fact that, the institutions of higher education are currently not providing long-term off-take agreements to student housing service providers. Where off-campus projects are funded, DBSA's financing decision is largely informed by the demand studies undertaken by the respective developers, and the Bank does not have reliable information to corroborate the studies. Whilst DBSA is committed to support the student housing sector, in the last four financial years, the DBSA has only advanced loan financing to universities through the SHIP and has not financed any private developments. Comparatively, commercial banks are closing in on off-campus deals, on corporate finance structure due to the limitation of short-term accreditation model, i.e., short-term lease agreements that institutions are offering to student housing service providers.

Currently, there is a general view of the acute shortage of student housing, however the 300 000 SHIP target is at a macro level, with limited supply infrastructure and demand for student housing. It is unfortunate that the Review Committee report of 2011 remains valid as shortage of decent and affordable student housing still prevail. This report has not been updated, to further establish additional shortage that incorporate public Technical and Vocational Education and Training (**TVET**) colleges. Thus, a detailed market demand study will provide a detailed demand at campus level including the conditions of the supply infrastructure, such as the market players, average sizes per facility and other related information. The study will enable the DBSA

² DBSA, 2023b. Annual Report - 2022

to enrich its decision making on student housing matters including appropriately develop a clear funding strategy, understanding of the sector specific risk and further develop a funding solution to fund smaller projects, largely developed by black-owned developers located in rural and township campuses. This would further assist the industry in understanding where the demand is.

An in-depth/detailed market demand study will assist in raising competitively priced long-term funding for both financially “weak” and “strong” institutions by creating a diversified portfolio of loans that uses credit enhancement to mitigate credit risk. Furthermore, it will aid in the development of a tangible criterion for project preparation funding that will be considered, which will include demand per campus, and if the campus will have sufficient land to develop its entire student housing or will require additional privately owned land or establishments to develop additional student housing facilities.

8.4. PURPOSE

The purpose of this Request for Proposal (**RFP**) is to procure a professional service provider to undertake a **Detailed Market Demand Study for Student Housing** across PSET sector in South Africa, which will allow the DBSA to:

- Have an in-depth understanding of the student housing landscape;
- Identify opportunities that are available for investment in the PSET sector, thus enabling the development of appropriate solutions for the stakeholders;
- Effectively connect with key stakeholders and respond to their needs;
- Opportunity for improvement or development of new funding packages; and
- Make more informed decisions and compete more effectively while minimizing investment risks;
- Provide advisory support on policy interventions. This will lead to improvement in policy certainty, arising from advisory support provided;
- Raise competitively priced long-term funding for both financially “weak” and “strong” institutions by creating a diversified portfolio of loans that uses credit enhancement to mitigate credit risk; and
- Contribute to the socio-economic transformation through implementation of the identified projects.

The Study will focus on, but not limited to the following aspects:

- The establishment of enrolment trends at universities and TVET colleges. As institutions experience growth in student numbers, there is a corresponding need for student housing solutions. Refer to **Appendix B** for the List of higher learning institutions in South Africa;
- The mapping out the existing supply on-campus and off-campus housing facilities that are owned by universities and TVET colleges;
- The establishment of any future student housing expansion plans for each university and TVET college;
- The extent of demand specific to universities and TVET colleges. This should further provide the demand per urban, rural and township settlements;
- The student housing landscape in terms of type and size of facilities and the names of developers, including the small facilities such as backrooms and commune-based student housing;
- The identification and utilization of available student housing property management systems or platforms. This includes an assessment of these systems in terms of effectiveness and improvement opportunities;
- Challenges experienced by the primary stakeholders (students, institutions, service providers, funders, NSFAS, etc.), and secondary stakeholders (the construction, facilities management and related sectors, etc.);
- The undertaking of a Strengths, Weaknesses, Opportunities and Threats (**SWOT**) and Political, Economic, Social and Technological (**PEST**) analysis from a sector point of view;

- Assessment of operations and maintenance challenges on existing facilities;
- Assessment on available and quality of amenities (e.g., recreational and social spaces) within the vicinity of student housing facilities;
- Assessment on technology integration in student housing, as one notable trend is the growing importance of technology in shaping student housing preferences. It should be noted that digital learning environments impact preferences for housing equipped with the latest technology;
- Assessment of government policies and regulations that have a direct impact on student housing;
- Assessment of opportunities available towards transformation;
- Trend analysis (South African vs. global) in terms of rates, facilities, ownership, etc.; and
- Assessment of the possibility of integrating student housing with social housing.

It should be noted that the accuracy and reliability of the data used in the detailed study are critical to its success. Stakeholder engagement will be required to provide the necessary data, outdated, incomplete, or biased data can lead to flawed conclusions and erroneous decisions. The service provider will be required to develop a stakeholder management and communication plan on the onset of the study.

For the service provider, it is crucial to ensure strict adherence to timelines, particularly in the collection of data and analysis, which requires strong stakeholder engagements. The Study should comply with legal and regulatory requirements regarding data collection, privacy and usage. Failure to adhere to these regulations can result in legal consequences for the Bank. The following are key considerations that the TA should consider.

- Ensure stakeholder inclusivity throughout the study;
- Provide actionable, context-specific recommendations for implementation;
- Utilise robust data collection and analysis techniques to ensure accuracy and reliability;
- Ensure global best practices are incorporated into the study;
- Tailor the findings and recommendations to the unique conditions and needs of the South African PSET sector;
- include locally relevant aspects such as land availability, policy amendments, and compliance with Minimum Norms and Standards; and
- ensure alignment with local regulatory and institutional frameworks.

8.5. DURATION OF ASSIGNMENT

This Terms of Reference (**TOR**) is based on the target that the scope of work will be completed within **eleven (11) months**. However, tasks and deliverables will have varying due dates within this period.

8.6. REPORTING REQUIREMENTS

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

This report will be presented to the Project Steering Committee (**PSC**) which the transaction advisor shall be the secretariat for.

The service provider may also be required to prepare, or contribute to ad-hoc reports on specific aspects of the project.

8.7. REFERENCE DATA

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

8.8. RULES OF BIDDING, SUBMISSION REQUIREMENTS AND BID EVALUATION

- a) The DBSA will enter into a contract with the successful service provider for the work set out in these terms of Reference (**TOR**). The service provider can be individual/s or a company, or a consortium or a Joint Venture (**JV**).
- b) The DBSA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof. If the contract between the DBSA and the service provider is terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service for the appropriate phase of the project during which the appointment was terminated.
- c) The person procured for professional work on the project will remain on the project unless permission is granted in writing by the DBSA to change the person. Such permission will only be granted in exceptional circumstances.
- d) The service provider may not use any material or information derived from the provision of the services in terms of the contract for any purpose. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment will vest with the DBSA.
- e) Any confidential information obtained by either party to this contract, or arising from the implementation of this contract, will be treated as confidential by the party receiving it and will not be used, divulged or permitted to be divulged to any person not being a party to this contract, without the prior written consent of the other party.
- f) The costs of preparing proposals and negotiating the contract are not reimbursable.
- g) The DBSA is not bound to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.
- h) The service provider and its affiliates are disqualified from doing any work or providing any services to any bidding consortium or members of such a consortium and/or the private party or to any eventual project that may result, directly or indirectly from these services.
- i) The DBSA will not accept any late bid submissions and will return late bid submissions unopened. Bidders may not contact the DBSA or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.
- j) The DBSA reserves the right to change any information in, or to issue an addendum to this document before the closing time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right. Should the DBSA exercise its right to change information, it may seek amended responses from all bidders.

8.9. EXPERIENCE AND QUALIFICATIONS

The specific skills set and exact qualifications required for the work are covered as part of the evaluation criteria below.

8.10. BID SUBMISSION REQUIREMENTS

The service provider, is required to present two proposals, which will include the following details:

8.10.1. Technical proposal

Qualified service provider interested in performing the work described in this terms of reference should submit the following information:

- a) Qualifications of all staff proposed to perform the work on this project. This must be cross-referenced to each deliverable and to each specified technical evaluation element set out in evaluation criteria.
- b) All academic qualifications obtained outside of South Africa must be accompanied by South African Qualifications Authority (**SAQA**) accreditation. Curricula Vitae (**CVs**) with foreign qualifications without SAQA accreditations will not be evaluated.
- c) Availability to perform the work for the full duration of the assignment.
- d) Details of verifiable South African experience your firm has for similar services.
- e) A list of similar projects completed in the last ten years indicating involvement of staff proposed to work on this project (refer to **Appendix C: Key projects undertaken template** table on the format to be followed). As part of the reference check process, DBSA reserves the right to visit one or more of the listed projects and/or request a copy of the plans and documentation completed.
- f) A list of critical issues that the service provider considers to be of importance for the project.
- g) A project execution plan.
- h) CVs of the overall project leader and key personnel assigned to the project outlining assignments and verifiable South African experience that has a bearing on the required services.

8.10.2. The financial proposal

Bidders are required to state their price uniformly (please complete **Error! Reference source not found.**) to enable comparison with other bids. A disbursement fee will be allowed, before being incurred, should travelling be required.

8.10.3. Evaluation process

The evaluation process for this tender will be as follows:

- Phase 1 – Responsive evaluation;
- Phase 2 – Functional evaluations criteria; and
- Phase 3 – Price and B-BBEE.

The criteria to be used in the adjudication process will be in accordance with the DBSA procurement policy.

8.11. MANAGEMENT AND REMUNERATION

8.11.1. Project oversight

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

8.11.2. Format of communication

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

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

Table 3: Format of communication

8.11.3. Remuneration

Remuneration of the service provider will be in South African Rand, on a fixed price, on completion and approval of the deliverables by the PSC of the tasks as priced in the table above. Prospective bidders are required to complete the table below to indicate the price offer to comply with the terms and scope of this assignment. The table on **page 54 of 72** should be used to present the summary of the total costs.

9. APPENDIX B OF TOR: LIST OF HIGHER LEARNING INSTITUTIONS IN SOUTH AFRICA

A. List of Universities

No.	Name of institution	No.	Name of institution
1	Cape Peninsula University of Technology	14	University of Pretoria
2	University of Cape Town	15	Rhodes University
3	Central University of Technology	16	Sefako Makgatho Health & Sciences University
4	Durban University of Technology	17	Sol Plaatje University
5	University of Fort Hare	18	Stellenbosch University
6	University of the Free State	19	Tshwane University of Technology
7	University of Johannesburg	20	Vaal University of Technology
8	University of KwaZulu-Natal	21	University of Venda
9	University of Limpopo	22	Walter Sisulu University
10	Mangosuthu University of Technology	23	University of the Western Cape
11	Mpumalanga University	24	University of the Witwatersrand
12	Nelson Mandela Metropolitan University	25	University of Zululand
13	North-West University		

B. List of TVET Colleges

No.	Name of institution	No.	Name of institution
1	Boland TVET College	26	Mnambithi TVET College
2	Buffalo City TVET College	27	Mopani South TVET College
3	Capricorn TVET College	28	Motheo TVET College
4	Central Johannesburg TVET College	29	Mthashana TVET College
5	Coastal TVET College	30	Nkangala TVET College
6	College of Cape Town for TVET	31	Northern Cape Rural TVET College
7	Eastcape Midlands TVET College	32	Northern Cape Urban TVET College
8	Ehlanzeni TVET College	33	Northlink TVET College
9	Ekurhuleni East TVET College	34	Orbit TVET College
10	Ekurhuleni West TVET College	35	Port Elizabeth TVET College
11	Elangeni TVET College	36	Sedibeng TVET College
12	Esayidi TVET College	37	Sekhukhune TVET College
13	False Bay TVET College	38	South Cape TVET College
14	Flavius Mareka TVET College	39	South West Gauteng TVET College

No.	Name of institution	No.	Name of institution
15	Gert Sibande TVET College	40	Taletso TVET College
16	Goldfields TVET College	41	Thekwini TVET College
17	Ikhala TVET College	42	Tshwane North TVET College
18	Ingwe TVET College	43	Tshwane South TVET College
19	King Hintsa TVET College	44	Umfolozi TVET College
20	King Sabata Dalindyebo TVET College	45	Umgungundlovu TVET College
21	Lephalale TVET College	46	Vhembe TVET College
22	Letaba TVET College	47	Vuselela TVET College
23	Lovedale TVET College	48	Waterberg TVET College
24	Majuba TVET College	49	West Coast TVET College
25	Maluti TVET College	50	Western College for TVET

10. APPENDIX C OF TOR: STANDARD CV TEMPLATE

CV TEMPLATE		
Proposed resource Information		
Proposed Position as per the TOR		
Name of the Firm		
Date of Employment		
Name of the staff member		
Date of birth		
Nationality		
Education		
Date Obtained	Institution	Degrees (s) Obtained

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

11. APPENDIX D OF TOR: KEY PROJECTS UNDERTAKEN TEMPLATE

KEY PROJECTS UNDERTAKEN 1	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	
KEY PROJECTS UNDERTAKEN 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	
KEY PROJECTS UNDERTAKEN 3	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
Activities Performed	
Etc...	
As above	

Note: Bidders are encouraged to adopt the table above and provide the information in full with the required information in Microsoft Word format for ease of legibility, thereafter convert to PDF for submission purposes.

12. APPENDIX E OF TOR: SCOPE OF SERVICES AND ACCOMPANYING DELIVERABLES

12.1. SCOPE OF WORK

The scope of work and deliverables are laid out in table below. In addition to the **11 months** target referred to above, the DBSA also proposed completion dates for the individual deliverables that make up the scope of work. These dates are also included below.

TASK	DESCRIPTION	DELIVERABLE(S)	TIMEFRAME
Inception report	<p>The inception report should include the following:</p> <ul style="list-style-type: none"> • Approach and methodology providing a detailed plan for carrying out the Study, including data collection methods, stakeholder engagement strategies, and analysis techniques. • Comprehensive project schedule with clear milestones. • Identification of key stakeholders including but not limited to government departments, institutions, private sector partners, and student representatives as well as stakeholder engagement and communication plan • Identification of potential risks in executing the assignment and mitigation strategies. • Define the required resources, including human, financial and technical, and the expected outputs at each stage. 	Inception report	1 month
Sourcing of data	<p>The sourcing of data (i.e., primary and secondary data, and internal and external data) will include, but is not limited to the following methods:</p> <ul style="list-style-type: none"> • Desktop sourcing • Sourcing from key stakeholders • Conduct site visits to each location 	Findings and site visit report(s)	2 months
Research on the Student Housing Landscape	<p>Conduct a detailed assessment of the current state of student housing for both TVET colleges and universities. This research must include:</p> <ul style="list-style-type: none"> • Student housing stock: Mapping and evaluation of institution-owned and privately owned student housing facilities, including their locations, capacities, and conditions • Analysis of prevailing rental rates and affordability levels for students • Assessment of the facilities' adherence to the Minimum Norms and Standards for Student Housing • Quantification of current and projected demand for student housing, disaggregated by institution type, campus, province, and typology (rural or urban) 	Report	X weeks

TASK	DESCRIPTION	DELIVERABLE(S)	TIMEFRAME
	<ul style="list-style-type: none"> Identification of critical shortages, barriers, and opportunities in the student housing sector 		
Land Availability and Optimal Development Models	<p>Analyse land availability at campus level and determine the most appropriate development model for student housing for each identified site.</p> <ul style="list-style-type: none"> Identify land owned by institutions or available through partnerships Recommend suitable development models, including: <ul style="list-style-type: none"> Public-Private Partnerships (PPPs) Concessions Institution-owned development models Evaluate the feasibility and financial implications of each model (Cost Benefit Analysis) 	Report	X weeks
Policies and Regulatory Requirements	<ul style="list-style-type: none"> Review all relevant policies, regulations, and standards applicable to student housing development and management. Identify the policies and regulatory frameworks institutions must comply with, including zoning, environmental, and financial regulations. Examine how existing policies influence student housing development. Recommend amendments to current policies and regulations to accelerate the delivery of adequate and affordable student housing. <ul style="list-style-type: none"> Identify specific areas where policy reform is needed. Provide clear, evidence based proposals for policy amendments, including timelines for implementation and stakeholder responsibilities. 	Report	X weeks
Transformation	<ul style="list-style-type: none"> The student housing landscape focusing on the small facilities such as backrooms and commune-based student housing Opportunities 	Report	X weeks
Proposed Policy Amendments	<p>Recommend amendments to current policies and regulations to accelerate the delivery of adequate and affordable student housing.</p> <ul style="list-style-type: none"> Identify specific areas where policy reform is needed. Provide clear, evidence-based proposals for policy amendments, including timelines for implementation and stakeholder responsibilities. 	Report	X weeks
Detailed market demand study	Development of a draft detailed market demand study on student housing in South Africa report and submission for review and comment	Draft report	X month(s)

TASK	DESCRIPTION	DELIVERABLE(S)	TIMEFRAME
	Development of a draft detailed market demand study on student housing in South Africa report <ul style="list-style-type: none"> • Take into consideration and address all comments received from the draft review process to finalise the report • Present the findings on final report to the key stakeholders prior to final submission 	Final report	X month(s)
Project close-out	<ul style="list-style-type: none"> • The project close-out documentation will be prepared to facilitate effective completion and handover of the project deliverables • This report should also incorporate lessons learnt 	Project close-out report	1 month

Table 4: Scope of work with deliverables

Annexure A

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

RFP022/2025: Procurement of a Service Provider to undertake Market Demand Study for Student Housing.

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

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

The pricing schedule is reflected below:

Deliverable	Description	%	Total Excl. VAT
Deliverable 1	Inception report	10%	R
Deliverable 2	Sourcing of data	5%	R
Deliverable 3	Research on the Student Housing Landscape	10%	R
Deliverable 4	Land Availability and Optimal Development Models	10%	R
Deliverable 5	Policies and Regulatory Requirements	10%	R
Deliverable 6	Transformation	10%	R
Deliverable 7	Proposed Policy Amendments	10%	R

Deliverable	Description	%	Total Excl. VAT
Deliverable 8	Detailed market demand study	20%	R
Deliverable 9	Project close-out report	10%	R
Estimated disbursement costs		5%	R
Total cost excl. VAT			R
VAT @ 15%			R
TOTAL COST (Incl. VAT)		100%	R

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer

(Name and address of organisation)

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

DISBURSEMENTS

Each bidder should provide for a disbursement allowance not exceeding 10% of the total costs of the project. The following should be a guide in calculating and claiming of disbursements included in the disbursement allowance:

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

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 interest³ 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

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

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

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ 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.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:.....</p>
<p>ADDRESS:.....</p>
<p>.....</p>
<p>.....</p>
<p>.....</p>

RESTRICTED SUPPLIERS

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

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

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

AII 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
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