

**REQUEST FOR PROPOSALS**

<p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p>	
<b>BID NUMBER:</b>	<b>RFP121/2024</b>
<b>ISSUED DATE:</b>	<b>26 September 2024</b>
<b>COMPULSORY BRIEFING SESSION DETAILS:</b>	<p><b>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</b></p> <p><b>Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.</b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a>  <a href="#">Join the meeting now</a></p> <p>Meeting ID: 354 232 321 983          Passcode: KBgzRh</p> <p><b>Date: 07 October 2024 @10H00 AM (Telkom time)</b></p>
<b>CLOSING DATE:</b>	<b>17 October 2024</b>
<b>CLOSING TIME:</b>	23H55 (Midnight)
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	Appointment of Financial Transaction Advisors for the Request for Proposals Design and Drafting, Evaluation of Bids received, Appointment of Preferred Bidders and the Commercial and Financial Close activities associated with the implementation of the <b>Bid Window 8 of Renewable Energy IPP Procurement Program for a period of 24 months.</b>
<b>BID DOCUMENTS ELECTRONIC SUBMISSION:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <p>➤ Bidders are required to submit written requests for clarification and OneDrive Link for RFP submission via e-mail to <a href="mailto:Asakundwiscm@dbsa.org">Asakundwiscm@dbsa.org</a> <b>ONLY</b>, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day.</p>

	<ul style="list-style-type: none"> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.</li> <li>➤ Written requests for clarification will be considered up to and including <b><u>14 October 2024 16:30</u></b> Johannesburg time. Requests received after this date may not be attended to.</li> <li>➤ Any requests after the stipulated date and time may be disregarded.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidders interested in this tender.</b></p> <p><b>No physical bids will be received or accepted at the DBSA offices</b></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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](mailto: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: RFP121/2024**

**DESCRIPTION: APPOINTMENT OF FINANCIAL TRANSACTION ADVISORS FOR THE REQUEST FOR PROPOSALS DESIGN AND DRAFTING, EVALUATION OF BIDS RECEIVED, APPOINTMENT OF PREFERRED BIDDERS AND THE COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES ASSOCIATED WITH THE IMPLEMENTATION OF THE BID WINDOW 8 OF RENEWABLE ENERGY IPP PROCUREMENT PROGRAM FOR A PERIOD OF 24 MONTHS.**


**CLOSING DATE: 17 October 2024**


**CLOSING TIME: 23H55 (Telkom time)**

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.

<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>				
<b>POSTAL ADDRESS:</b>				
<b>STREET ADDRESS:</b>				
<b>CONTACT PERSON (FULL NAME):</b>				
<b>EMAIL ADDRESS:</b>				
<b>TELEPHONE NUMBER:</b>				
<b>FAX NUMBER:</b>				
<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>IF YES, WHO ISSUED THE CERTIFICATE?</b>				
<b>REGISTERED WITH THE NATIONAL TREASURY CSD</b> <b>[TICK APPLICABLE BOX]</b>	<b>YES</b>		<b>NO</b>	
<b>CSD REGISTRATION NUMBER</b>				

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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	
<b>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.</b>	

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

## PART C

### CHECKLIST OF 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 – <b>Electronic submission</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part D:</b> Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part E:</b> Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> 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"/>	<b>Annexure E:</b> Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H:</b> General Condition of Contract





**Annexure I: 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 **Error! Reference source not found.** of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://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: [Asakundwiscm@dbsa.org](mailto:Asakundwiscm@dbsa.org)

No questions will be answered telephonically.

## 4. SUBMISSION OF TENDERS

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

Link Request DATE By: **14 October 2024**

Link Request TIME By: 16H30

## **5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**

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

## **6. STATUS OF REQUEST FOR PROPOSAL**

- 6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

## **7. ACCURACY OF REQUEST FOR PROPOSAL**

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

## **8. ADDITIONS AND AMENDMENTS TO THE RFP**

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

## **9. REPRESENTATIONS**

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

## **10. CONFIDENTIALITY**

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

## **11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [Asakundwiscm@dbsa.org](mailto:Asakundwiscm@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](mailto: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 of the Compulsory Briefing Session	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin	7 Working days	Y
4	A valid and active Tax Compliance Status Pin is issued by SARS.	48 hours	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 pass all the eligibility criteria 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 Eligibility 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.

**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)

- 1.1.1.1. 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:
- 1.1.1.2. i. Any bidder that has a cumulative order book totaling 3 Awards with outstanding value, may be excluded from further evaluation.
- 1.1.1.3. ii. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
- 1.1.1.4. iii. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award. iv. The DBSA has the discretion to apply an objective criterion

**28. Due Diligence**

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

**a. Judgements and criminal convictions**

DBSA may consider previous civil judgements against the preferred bidder as

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

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

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

**c. Performance**

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

**d. Reputational harm**

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

**e. Restricted/Blacklisted**

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

**f. Vetting**

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

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

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

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

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

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

**30. STATUS OF BID**

30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
  - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
  - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
  - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
  - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

### **31. CLARIFICATION OF BIDS**

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

### **32. DISCUSSION WITH BIDDERS**

- 32.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 32.4.1 conduct a site visit, if applicable.
  - 32.4.2 provide references or additional information; and/or
  - 32.4.3 make themselves available for panel interviews.

### **33. SUCCESSFUL BIDS**

- 33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will

exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

#### **34. NO OBLIGATION TO ENTER INTO CONTRACT**

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

#### **35. BIDDER WARRANTIES**

- 35.1 By submitting a Bid, a Bidder warrants that:
  - 35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
  - 35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
  - 35.1.4 it accepts and will comply with the terms set out in this RFP; and
  - 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

#### **36. DBSA'S RIGHTS**

- 36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
  - 36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.

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

### **37. GOVERNING LAWS**

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



## PART E

### TERMS OF REFERENCE (TOR)

#### 1. INTRODUCTION

The IPP Office (IPPO) is mandated to undertake the procurement of energy on behalf of the Department of Energy and Electricity (previously the Department of Mineral Resources and Energy). As such it is the IPPO's responsibility to prepare procurement documentation and run the procurement processes to ultimately select and appoint successful bidders. These bidders (Independent Power Producers [IPP/s]) are responsible to construct, operate and maintain independent power plants providing much needed power to the South African grid.

#### 2. BACKGROUND AND PURPOSE

Following the promulgation of the Integrated Resource Plan 2019 (IRP 2019), the Minister of Mineral Resources and Energy has gazetted three Determinations aimed at procuring 28 584 MW of new generation capacity.

NERSA agreed with the Third Ministerial Determination from the Minister in December 2022. This Determination provides for the procurement of 14 771 MW of new generation capacity, broken down as follows:

- 3940 MW of PV;
- 9600 MW of Wind; and
- 1231 MW of Battery Storage

The IPPO received a mandate to undertake the procurement of energy for the Third Determination from IPPs on behalf of the Department.

As a continuation under the Third Determination, the IPP Office is planning to procure up to **5000 MW** of new generation capacity under **Bid Window 8** of the Renewable Energy Independent Power Producer Programme (REIPPPP).

While the REIPPPP has been successful in bringing new Solar and Wind Capacity online over the last decade, the removal of licensing requirements for private/corporate investment in new generation capacity in 2021 and the outcome of the procurement undertaken in Bid Window 6 have highlighted the impact of grid constraints in bringing the

planned and required new generation capacity online. In Bid Window 6, only 1000 MW out of 4200 MW determined could be allocated as a result of grid capacity constraints. The Bid Window 7 & 8 roll out is dependent on finding a workable solution in the short term to the grid constraints identified.

The latest grid availability status report as published by Eskom; the Generation Connection Capacity Assessment (GCCA) report clearly sets out the details of the grid constraint. Alternative approaches to the REIPPP is urgently needed to complement the current and existing programme to ensure its sustainability into the future.

Most recently due to fiscal constraints, the level of government support has been reduced from 100% to 80% under Bid Window 7. In developing the procurement documents and setting the level of the government support due regard will need to be had to the outcome of the reduced support in Bid Window 7 as well as the work which the IPPO is currently undertaking in revising the Government Support Framework Agreement implement the phased reduction in the government support from Government.

Various developments have been taking place in the sector including:

- a) Establishment of the NTCSA who will be the Buyer under the Ministerial Determinations;
- b) NERSA process for consideration of capacity reservation and/or perseverance for purposes of the Ministerial Determination; and
- c) Electricity Regulation Amendment Bill and its accession to law.

In consideration of the above, there is a requirement to appoint a team of Transaction Advisers to provide professional services for:

- a. Review of the procurement framework and RFP suite of documents (incl. the evaluation methodology and templates and the proforma form agreements) in view of lessons learnt, current market developments and challenges experienced on the REIPPPP and to ensure compliance with latest National Treasury SCM notes on public procurement;
- b. Consideration of how the benefits of Renewable Energy credits could be monetized to ensure better Value for Money and benefit under the REIPPPP;
- c. Drafting of the Bid Window 8 REIPPPP Concept and RFP (or RFPs) as the case may be;

- d. Drafting the Power Purchase Agreement (PPA) to be entered into with the Buyer, the Implementation Agreement (IA) to be entered into with the Department; the Independent Engineer Agreement, relevant Connection Agreements as well as the Direct Agreements and Government Support Framework Agreement;
- e. All activities related to Evaluations of the Bids Submitted; and
- f. All activities associated with Commercial and Financial Close.

## **2.1 Bid Window 8 Concept development and RFP DRAFTING**

**The basic criteria for the formulation of the Concept and new Request for Proposals (RFP) will be:**

- A concept note to be developed by the Transactional Advisors and to be finalised in consultation with the IPPO, Department and key stakeholders including market engagements if required and engagement with key Governmental regulatory authorities, including NERSA, Eskom, NTCSA, DFFE;
- Studies and concepts that were undertaken or are being developed by the IPP Office in collaboration with international donors must be reviewed and considered for inclusion in concept development;
- Consideration and improvements based on previous REIPPPP Bid Windows;
- The requirements of the IRP 2019 and Integrated Resource Plan 2023 (IRP 2023) for energy security as well as those of the System Operator for balancing of the system, including but not limited to, ancillary services and dispatchable or variable energy output;
- To procure the capacity on a least cost basis at the most competitive and affordable price, and least regret basis and that it should not worsen Eskom's (the Buyer) financial position or unduly increase government's contingent liability;
- To achieve a Commercial Operation Date (COD) at the set times;
- To support the transition to cleaner energy sources;
- To support the just transition and socio-economic transformation agenda of Government, encourage opportunities for black industrialists and support the development of black independent power producers; and
- To facilitate investments in the energy sector, support economic growth, increase job, opportunities and support local manufacturing opportunities.

The team of Transaction Advisers will consist of:

- Legal Advisers;
- Economic Development Advisers;
- Financial Advisers; and
- Technical Advisers.

## **2.2 Bid Evaluation, Commercial and Financial Close Activities**

As in all previous IPP Programmes, the evaluation of bids will be undertaken by external, independent, teams of experts representing all required disciplines, as well as a governance expert(s) that will also be appointed to oversee and monitor evaluation process and procedures. An independent review of the Evaluation outcomes will also be undertaken.

As part of this TOR, a team of multi-disciplinary, independent evaluators will be selected to (a) conduct the Evaluation of Bids, (b) and upon appointment of Preferred Bidders, to conduct and provide services for the purpose of all activities related to Commercial and Financial Close.

**In view of the above, the team of appointed Transaction Advisers for the Evaluation will consist of:**

- Legal Advisers;
- Economic Development Advisers;
- Financial Advisers;
- Technical Advisers; and
- Governance Advisers.

The basis for the evaluation(s) will be the RFP, the Evaluation Manual, and accompanying Evaluation Templates.

## **2.3 Fee Proposals**

In responding to this TOR, the Transaction Advisors are required to note that a separate or distinct fee proposal should be provided for all the respective functions and covering the full scope of work. No work exclusions are permitted from the Fee proposal. It should also be noted that one firm will be appointed for the Drafting of the RFP, Evaluation of bids received and Commercial and Financial Close activities.

Additionally, the Transaction Advisors are required to provide their hourly charge rates to cover elements which are not included in the fixed fee portion of their fee proposal.

Where conflicts may exist, the Department may consider the appointment of two teams to undertake the Evaluation and Commercial and Financial close activities. If more than one firm is selected per discipline, the Department retains the right to assign the role of coordinator and penholder to one of the teams to ensure the efficient coordination and delivery of the combined evaluation report from the advisory team.

Furthermore, there will be a need for the team to work collaboratively, as is necessary on deliverables such as the final reports.

The Fee proposal must consider that the Evaluation will be done on site in secure environment.

**This Terms of Reference is being sent to open market.**

### **3. SCOPE OF WORK**

#### **3.1 Drafting of the RFP**

The key requirement for Bid Window 8 REIPPPP will be to procure Renewable Energy capacity from Solar and Wind technologies within stated lead times. Considering the timeframe for the procurement process, together with the construction lead times, this RFP is being released to the market with a view to ensure connection as soon as possible and having due regard to the current grid capacity constraints.

Drafting the RFP for the Bid Window 8 REIPPPP will be based on the Concept Note to be finalised together with the Department, IPPO and key stakeholders. It is anticipated that the RFP consider past RFP documents and Project Agreements, ensure compliance with updated legislative requirements, following similar document structure with similar categories of qualification and evaluation criteria adopted for the specific nature of the REIPPPP BW8 and lessons learnt to date. However, it must be highlighted that BW8 will be different from the previous bid windows in terms of applying innovative approaches to addressing grid capacity constraints to ensure a successful programme, together with a robust evaluation methodology that is reflected both in the RFP and the evaluation templates and taking into account the recommendations from the Transaction Advisors on revisions required to the current procurement approach.

The Financial Transaction Advisors will be required to review, update and improve all financial elements of the RFP, Part B qualification criteria, Part C evaluation criteria, and aspects of the RFP (i.e. the financial framework), in order to support the IPP Office in producing an overall RFP that is of a high quality with sound financial elements/scoping.

**The Financial Transaction Advisors deliverables will include the following, amongst others. It should be noted that the list is not exhaustive and the Fee proposal must cover all required activities without any work exclusions or limitations:**

**Concept Development:**

- 3.1.1 Review of the procurement framework in view of lessons learnt, current market developments and challenges experienced on the REIPPPP.
- 3.1.2 Develop the REIPPPP BW8 Concept Note to be finalised together with the IPPO, Department and key stakeholders.
- 3.1.3 Conduct comprehensive market engagement activities to gather insight, feedback and potential solutions from industry stakeholders necessary for finalising the Concept Note and drafting the RFP, including the preparation of any required reports and presentations.
- 3.1.4 Prepare for and participate in or facilitate Stakeholder engagements as part of getting final commitment and agreement to the RFP.
- 3.1.5 Preparation of a risk matrix based on the full value chain for REIPPPP BW8 ensuring that risks are allocated to those parties best suited to cost effectively manage or mitigate those risks.
- 3.1.6 Advise on the appropriate duration for the PPA in response to market developments, best practice and in support of a cost-effective tariff.
- 3.1.7 Advise and develop transition requirements as may be required to ensure market reform or arrangements is taken into account and will mitigate the impact thereof on project costs.
- 3.1.8 Advise and inform on all/any other relevant financial aspects of the programme as part of a broader Transaction Advisor team and on the incorporation and integration of new approved concepts as formulated and recommended by other members of the multi-disciplinary advisory team.

- 3.1.9 Prepare all the Financial Requirements for the RFP in co-ordination with the Technical, Legal and Economic Development Advisors, including but not limited to the evaluation and qualification Criteria, benchmarking information and process, payment mechanism and any other accompanying schedules and templates to achieve standardized information submission, evaluation and reporting.
- 3.1.10 Develop the requirements for the Financial Models to be submitted by the bidders, including providing for the incorporation of revenue from Renewable Energy Credits (REC) into the Financial Models, to ensure that the information is presented in such a way to allow the Department to take informed decisions and have detailed information available for purposes of evaluations, assurances, analysis, reports and contract management.
- 3.1.11 Provide forecasts for exchange rate and interest rates to inform the financial models.
- 3.1.12 Incorporate and ensure alignment of various decisions taken by the Department, Eskom and the IPP Office on aspects such as risk allocation, economic development criteria, benchmarking the key components of bids to ensure value for money, all while limiting the impact of the programme on the government balance sheet, in the RFP, IA and accompanying schedules and templates.
- 3.1.13 Ensure that the financial concepts, understanding and terminology in the RFP is aligned with development in the financial markets on funding sources and funding mechanisms and the nature of REIPPPP BW8.
- 3.1.14 Develop a shadow model to comprehensively test all assumptions used in developing the RFP. The shadow model should simulate various scenarios and sensitivities to assess the robustness of the RFP, including but not limited to government guarantee structure, solutions to grid challenges, impact of environmental attributes such as REC, financing costs, and economic and market conditions. The shadow model should provide a detailed analysis of potential risks and opportunities associated with the RFP.
- 3.1.15 Review and sign off of the RFP and pro-forma Project Agreements, including related schedules and templates as prepared by the lead Legal Advisor

taking into consideration the inputs from all Transaction Advisers, IPP Office, Eskom and Department or other stakeholder comments as required.

- 3.1.16 Design of the financial evaluation criteria, templates, processes and procedures to ensure an effective and cost-efficient evaluation of all aspects and criteria.
- 3.1.17 Prepare and review all requirements, processes and procedures to ensure a proper assessment of the ability to reach financial close for Preferred Bidders.
- 3.1.18 Provide input into and prepare responses to clarification questions received from potential bidders during the period from the RFP promulgation to the date of Bid Submission, which will be issued in the form of Briefing Notes to the RFP.
- 3.1.19 Providing reports and presentations and engage with Key Stakeholders such as Eskom, Department, National Treasury and Industry Associations as may be necessary and/or required.
- 3.1.20 Update the RFP, PPA, Direct Agreement (DA), Independent Engineer Agreement (IEA) and IA as may be necessary as an outcome of amendments or corrections as may be required based on the Briefing Notes.
- 3.1.21 Provide inputs and advisory notes for reports and presentations, and any required attendance support, to the Bid Specification and Bid Adjudication Committees of the Department.

## **3.2 EVALUATION OF BIDS**

**All Transaction Advisors will be required to deliver on the following actions within the time frames regarding the respective allocated projects. The Evaluation will be conducted in a secure onsite environment. The full proposed team for the Transaction Advisor is required to be onsite and available for the full duration and no work exclusions or limitations are permitted.**

- 3.2.1 Undertake the functional qualification and evaluation of all bid responses received according to the qualification and evaluation criteria stipulated in the RFP and applying the Evaluation Manual, Evaluation Templates and Evaluation Scorecard as approved by the Department.



- 3.2.2 Formulate and prepare clarifications questions, evaluation responses received on the clarifications requested and prepare the explanations needed as input into Part B (Functional and Qualification Criteria Requirements) of the RFP failures.
- 3.2.3 Manage and co-ordinate the evaluation of all the financial aspects of all the bids received and ensure that the reports accurately reflect the outcome of the evaluation and recommendations thereto.
- 3.2.4 Assess the financial benchmark information provided, compile the information required and undertake the benchmarking exercise in collaboration with other Transaction Advisors.
- 3.2.5 Prepare a detailed report and analysis on the outcome of the benchmarking exercise that may include comparative modelling as input into the Value for Money Report as set out in the RFP. A combined report is required between the Financial and Technical Transaction Advisors.
- 3.2.6 **Prepare for and undertake the BAFO if required (please note that this requirement will only be actioned if needed as should be priced separately).**
- 3.2.7 Compile the Financial Evaluation section of the report to the Bid Adjudication Committee (BAC) including a detailed report per bidder on the reasons for bidders not passing the qualification requirements under Part B of RFP.
- 3.2.8 Act as Penholder and Coordinator for the Financial Evaluation Team (**price separately as the role will be assigned by the Department**).
- 3.2.9 Undertake all required engagements, consultations, and joint work with the Technical, Legal and Economic Development Advisors as may be required to finalise the outcome of the evaluation and in the preparation of reports and presentations as may be required.
- 3.2.10 Prepare responses to any questions from the BAC or from the IPPO management.
- 3.2.11 Assessment of any Value for Money proposals and preparation of a report following assessments and engagements. Prepare the Value for Money sections of the Evaluation report.

- 3.2.12 Provide any other reasonable outputs that may be required by the IPPO management to complete the evaluation and announce the outcomes of the evaluation, including the preferred bidders, non – compliant bidders and if applicable reserved bidders. This may involve responding audit queries or queries raised by the Independent Reviewer, media or Parliamentary queries or responding to challenges from unsuccessful bidders.
- 3.2.13 **Prepare the Report to the Fiscal Liability Committee (FLC) for the PMFA Section 66 (1) and (2) and Section 70 concurrence by the Minister of Finance for the Preferred Bidders selected, including the contingent liabilities associated with the Preferred Bidder projects over the term of the PPA.**
- 3.2.14 Compile a detailed Close-Out report and presentations on the outcome of the discipline evaluation results including an Executive Summary, details per project, challenges identified and recommendations for future IPPPPs, including for, but not limited to the design of future qualification and evaluation criteria and requirements.
- 3.2.15 Respond to any queries raised by an Independent Reviewer and or the Auditor General about the Financial Evaluation as part of the annual audit processes.

### **3.3 COMMERCIAL AND FINANCIAL CLOSE**

#### **The deliverables will include the following, amongst others:**

Following Bid Evaluation, the appointed Transaction Advisory Team will be required to prepare for and conclude all activities associated with achieving Commercial and Financial Close for the respective allocated projects, including, but not limited to, the following:

- 3.3.1 Review, analyse and prepare responses to change requests for approval by IPPO Management or the Department.
- 3.3.2 Support the IPPO and Department in any negotiations pertaining to specific aspects if so required, including, value-for-money assessments, implementation if applicable, of the reserve bidder framework, negotiations with Eskom, the Preferred Bidders or other key stakeholder engagements required.
- 3.3.3 Prepare for and conclude all activities associated with achieving Commercial and Financial Close including but not limited to:

- Responding to queries from the Buyer.
- Preparing all Communications to Bidders pertaining to the Commercial and Financial close process.
- Preparation of forecasts for interest rates and exchange rates at Dummy Close and Commercial Close dates for as part of confirming tariffs for purposes of the signing of the Power Purchase Agreement. Dummy Close serves as a simulated or dry run of the Commercial Close process, allowing for testing and validation of all relevant procedures, including the preparation of foreign exchange and interest rate forecasts. All rates will be derived from the applicable Bloomberg screens as at 09:00am Standard South African Time on both Dummy Close and Commercial Close dates.
- The appointed Transaction Advisor is responsible for ensuring **access to Bloomberg** for Commercial and Financial Close activities.
- Checking all Financial Models for consistency and undertaking comparative analysis of Bid Submission and Financial Close models to ensure consistency with respect to amongst other:
  - Commercial Energy Rates.
  - Indexation,
  - Success fee payments;
  - Development Fee calculations;
  - Equity IRRs;
  - Gearing Ratios;
  - Decommissioning Reserves;
  - Grid connection cost;
  - Development Cost;
  - Total Project Cost;
  - FX rate(s) and total FX exposure;
  - Commodity exposures
  - Financing terms and conditions.

3.3.4 Compile a Close-Out Report and presentation on outcomes of the REIPPPP BW8 including an executive summary and details per project providing information on amongst other:

- Funding terms and conditions, trends applicable to local and international funders, debt/ equity ratios, lending margins, tenors, prepayment and refinancing penalties.
- BEE funding terms and conditions
- Community Trust and BEE cash flows where applicable
- IRRs.
- Other salient information.

3.3.5 Prepare response to Audit queries as may be required with regards to the Commercial and Financial Close activities.

#### **4. PROCUREMENT REQUIREMENTS**

The Development Bank of Southern Africa (DBSA), with this Terms of Reference, is inviting Transaction Advisers from an open tender, to provide their resources and pricing in terms of the aforementioned Scope of Work.

Any firm of advisors advising the Department will be allowed to advise private sector and/or the lenders in the procurement process, provided that the same individuals from firms advising the Department on the Programmes will not be used by such firms when advising private sector and/or the lenders.

In managing potential conflict of interest and in lieu of a potential high number of bid responses, the Transactional Advisors will have to declare and indicate how they will manage potential conflict of interest.

Therefore, a firm participating in this tender should provide the Department with its policy to manage potential conflict of interest that may arise from such firm of advisors that are advising both the Department and Bidders. This policy should include the measures that will be put in place and applied to manage such conflict of interest.

**The Evaluation Team will have to sign Declaration of Interest and Confidentiality Undertakings.**

#### **5. COMPETENCY AND EXPERTISE REQUIREMENTS OF RESOURCES**

It is expected that the Financial Transaction Advisory team will have the following experience and competencies:

- 5.1 Thorough knowledge and previous experience of working on energy projects, particularly in the implementation of the related Financial frameworks;
- 5.2 Thorough knowledge of B-BBEE and PPPFA legislation;
- 5.3 Knowledge and understanding of the international and South African energy sector market.
- 5.4 Knowledge, expertise and practical experience in designing financial qualification and evaluation criteria for government and/or private sector for large infrastructure investment programmes;
- 5.5 Proven track record, knowledge, expertise and practical experience in designing RFP's financial qualification and evaluation criteria for government and/or private sector infrastructure investment programmes.
- 5.6 Knowledge of monitoring and evaluation of the implementation of Commercial and Financial Close requirements in various sectors;
- 5.7 Knowledge of, and practical experience in, assessing the economic impact of energy, infrastructure, social and/or human development projects.
- 5.8 Thorough knowledge and practical work experience in the South African electrical generation or supply and broader energy sector.

## 6. KEY DELIVERABLES, TIMELINES AND PAYMENT MILESTONES

It is anticipated that the for the RFP will go to market in the first quarter of 2025/26 with Evaluation in the third quarter followed by Commercial and Financial Close to be completed within 12 to 18 months following the release of the RFP in the market.

The duration of the appointment will therefore be at least 24 months. This is an indicative timeline only; the duration of the services will endure until the completion of the full scope of work until Commercial and Financial Close is achieved.

In responding to this TOR, the Transaction Advisors are required to provide a separate or distinct fee proposal for each of the functions specified in the scope of work and consider the following:

6.1 Please note the following guidelines in respect of the **fee proposal**:

- 6.1.1 The fee proposal should cover all three sections outlined in this TOR namely RFP drafting, Evaluation and Commercial and Financial Close and should not contain any scope activity exclusions or limitations.
- 6.1.2 The pricing element of the bid should be a fixed fee inclusive of VAT and disbursements and should not contain any pricing assumptions containing exclusions either in terms of time or scope.
- 6.1.3 The fixed fee should be broken down in cost per deliverable/milestone. Refer to the table included for the payment milestones.
- 6.1.4 **The deliverable on a possible BAFO should be priced separately as it will only be actioned if required. Value for money engagements should however be included in the milestone-based work.**
- 6.1.5 Ensure that the fee proposal covers all elements as detailed in the scope of work.
- 6.1.6 The detailed scope should be summarized in the payment milestones referred to under the previous bullet.
- 6.1.7 For purposes of the fee calculations for the evaluation of bid responses the fee proposal must be:

6.1.7.1 **Assume a total of 50 bid responses for Evaluation and 15 Preferred Bidders for Financial Close.**

6.1.7.2 Provide a **fixed fee per bid**, as well as the sum total of the cost for all bids.

6.1.8 For purposes of Commercial and Financial Close fee calculations:

6.1.8.1 **Provide a fixed fee per preferred bidder as well as the sum of total for the cost in relation to all preferred bidders.**

## 6.2 Important considerations

**6.2.1** In addition to the fixed fee proposal as set out in paragraph 6.3 below, Service Providers are required to provide hourly charge out rates for each of the team members to cover additional work which may be required in addition to the scope set out in these Terms of Reference in the conceptualization, delivery of the procurement documents and in achieving Commercial and Financial Close.

**6.2.2** Work will commence as soon as the appointment is finalised and a purchase order is issued. **No work is to be undertaken without a duly authorized purchase order issued by the IPP Office.**

6.1.9 Transaction Advisors are required to consider the time allocated for each section under this TOR and ensure that sufficient and key staff is available for the whole period of the assignment. No changes to the constitution of the proposed resources as bid in will be permitted after submission of a proposal in response to this TOR, without the consent of the DBSA and the IPP Office.

**6.2.3 Please note that the Evaluation will take place in the secure evaluation center at the IPPO building complex.**

6.2.4 The Department and IPPO reserve the right to either cancel or replace a deliverable with another as circumstances require or to move the timelines as may be required.

6.2.5 The Department and IPPO also reserve the right to make assessment and/or terminate the contract in the case where the Project failure to submit

deliverables timeously as per the IPPO working plan, that will be agreed between the IPPO and the Project.

6.2.6 These projects are supervised through the PPPFMA, and therefore subject to high levels of scrutiny. In an event wherein evidence points that a contract related to this TOR is/are concluded irregularly, the Department and IPPO reserve the rights to terminate or cancel such agreement(s).

**6.3 The fee proposal covering the full scope of work under each section of this TOR should be structured as set out below:**

**6.3.1 RFP DESIGN AND DRAFTING FEES STRUCTURE**

<b>Deliverables to include the full scope of work</b>	<b>Timeline</b>	<b>Payment Milestones (% allocation of contract ZAR value including VAT)</b>
ZAR million	Days	%
Project plan (i.e. scope of work, detailed implementation plan and timing of deliverables) and kick off meeting	2 days	Final RFP Concept Note <b>15%</b>
Development of the RFP Concept Note	3 weeks	
Conducting Stakeholder Engagements	2 - 4 weeks	
RFP Concept Note Final	2 weeks	
RFP Conceptual Draft	3 weeks	RFP & Project Agreements First Draft <b>15%</b>
RFP First Draft and Project Agreements (PPA, IA, EIA, DA and any changes to the Connection Agreements)	4 weeks	
First Draft RFP and Project Agreements (to be shared, to the extent applicable, with Eskom and market)		
Conduct Market Engagements	1 week	RFP and Project Agreement Additional Drafts <b>10%</b>
Second Draft (including any additional drafts) RFP and Project Agreements (to be shared to the extent applicable, with Eskom)	2 weeks	
RFP final draft (final RFP and final pro forma project agreements) taking into consideration all comments received	2 weeks	<b>20%</b>
Evaluation Templates	1 week	<b>5%</b>



<b>Deliverables to include the full scope of work</b>	<b>Timeline</b>	<b>Payment Milestones (% allocation of contract ZAR value including VAT)</b>
Reports, presentations and risk matrix for purposes of the BSC, BAC and Bidders Conference support.	As required	<b>5%</b>
Clarifications and Briefing Notes – support for purposes of responding to bidder clarification questions, engagements with Eskom and other stakeholders where necessary on bidder clarification questions, and drafting of briefing notes which may include issuing revised versions of RFP documents and updating the risk matrix and evaluation templates and project agreements, including support on updated BAC reports and presentations during the period between RFP issue date and bid submission date	As required	<b>30%</b>

### 6.3.2RFP EVALUATION FEES STRUCTURE

<b>Deliverables to include the full scope of work</b>	<b>Timeline</b>	<b>Cost per Bid</b>	<b>Total</b>	<b>Payment Milestones (% allocation of contract ZAR value including VAT)</b>
ZAR million	Days	Rands/Bid	Rands	%
<b>EVALUATION PHASE</b>				
Penholder and coordinator			Provide a fixed fee	5%
Preparations for Evaluations; Evaluation of Bid Responses and dealing with Clarifications.	2 - 3 weeks	Cost per Bid	Total for 50 bids	25%
Finalisation of Part B and Part C Evaluation including Benchmarking report.	2 weeks	Cost per Bid	Total for 50 bids	25%
Appointment and non-appointment letters including responding to Bidders queries and meeting requests	1 week	N/A	Provide a fixed fee	5%
BAC Report inputs and presentations	1 week	N/A	Provide a fixed fee	10%
Value for money assessments (if required)	2 weeks	N/A	Provide fixed fee	10%
Preparation of Report to the FLC on the Contingent Fiscal Obligations of BW8	1 week	N/A	Provide a fixed fee	10%
Preparation of Report on the Value for Money achieved under BW8	1 week	N/A	Provide a fixed fee	10%
<b>SUB TOTAL</b>				<b>100%</b>

Preparing and undertaking a <b>BAFO only if required</b>	2 weeks	Cost per Bid	Total for 50 Bids	<b>100%</b>
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### 6.5.3RFP COMMERCIAL AND FINANCIAL CLOSE FEES STRUCTURE

<b>Deliverables to include the full scope of work</b>	<b>Timeline</b>	<b>Cost per Bid</b>	<b>Total</b>	<b>Payment Milestones (% allocation of contract ZAR value including VAT)</b>
ZAR million	Days	Rand/bid	Rand	%
<b>COMMERCIAL AND FINANCIAL CLOSE PHASE</b>				
Preparation and all required negotiations of the Project Agreements for each of the Projects including updating the Project Agreements with all briefing notes and all associated activities and meetings	7 weeks	Cost per Bid	Total for 15 bids	50%
Analysis and recommendation on Change Requests	3 months	Cost per Bid	Total for 15 bids	20%
Actual support on Commercial and Financial Close	2 weeks	N/A	Fixed Fee	25%
Close Out Report	2 weeks	N/A	Provide a fixed fee	5%
<b>TOTAL</b>				<b>100%</b>

## 7. MINIMUM PROPOSAL REQUIREMENTS

All proposals need to clearly state the following information:

- 7.1 Understanding of the scope of work.
- 7.2 Deliverables (covering the full scope, timelines and cost per deliverable).
- 7.3 Details of Team members that will be dedicated to the project, their experience, credentials, level of seniority and level of participation (hours) that will be dedicated to the project.
- 7.4 Availability of the Team members for the anticipated duration of the appointment.
- 7.5 Confirmation of the capacity and resources necessary to undertake the scope of work indicated in the TOR and availability in terms of the timelines.
- 7.6 Fixed fee per deliverable that rolls up in to one fixed fee per section of the TOR.
- 7.7 Proviso that the work can be terminated at any milestone and only the *prorata* of work done is payable.
- 7.8 Proviso to ask for a presentation or engagement after bid but before appointment of preferred TA; and
- 7.9 Acknowledgement that the work can be terminated at any milestone and only task or work done fee is payable.

## 8. ELIGIBILITY CRITERIA

Service Providers are required to indicate the lead resources responsible for the deliverables and link their experience and each of the proposed professional team resources to the functional criteria below:

The proposed eligibility criteria for the Financial Transaction Advisor for the RFP drafting, evaluation, commercial and financial close are as follows:

Eligibility Criteria	Evidence to be provided	Weighting/Score
<b>Company Profile</b>	Provide a Profile that the company has been operating as a Financial Advisory or related field for more than 5 years.	5 -10 years =10%
<b>Team Financial Advisory Experience on electricity</b>	The Bidder must provide an Organogram depicting <b>Financial Advisory Experience</b> of	<b>(a) Evaluation of Team Leader:</b>

Eligibility Criteria	Evidence to be provided	Weighting/Score
<p>generation projects, energy sectors, infrastructure projects, or public-private partnership (PPP) projects that have gone to market.</p> <p>TL = Team Leader TM = Team Member</p>	<p>team members allocated and the details on role clarity/assignments must be provided.</p> <p>The CV's and Qualifications of each employee appointed) must be provided.</p> <p>Bidders must also ensure that the CVs provide information relevant detail, but not be limited to, period of involvement of specific team member to a specific project, responsibility, scope of work.</p>	<p>TL has 4yrs Exp = 10%</p> <p>TL has 7yrs Exp = 15%</p> <p>(If more than 1 team lead is involved, the score for the team leads will be calculated as the average score of all the proposed team leads.)</p> <p><b>(b) Evaluation of Team Member:</b></p> <p>TM has 3yrs Exp = 10%</p> <p>TM has 5yrs Exp = 15%</p> <p>(The score for the team members will be calculated as the average score of all the proposed team members.)</p>
<p>Team Practical experience in <b>Design and Drafting of</b> procurement documentation for energy and/or infrastructure programmes.</p>	<p>The Bidder must demonstrate the technical expertise in RFP design, showing experience details of <b>team members</b> allocated to <b>RFP Design and Drafting. Bidder(s) must provide track record of previous works.</b></p> <p>Bidders Must also ensure that information provided include, but not be limited to, period of involvement of specific team member on <b>Designing and Drafting of the RFPs.</b></p> <p><i>(Please complete project list template attached as Annexure J. Annexure J must contain Project details for each team member proposed, the role of the team members, the value and status.</i></p> <p><i>Furthermore:</i></p> <p><i>A Minimum of three reference letters must be provided for the team.</i></p> <p><i>Reference letters shall include Description of the project, name of the resources, roles of the resources he/she played in the project and the status of the project.</i></p>	<p>Minimum of 3 projects and 3 Reference Letters (RL).</p> <p>3-4 Projects and RL = 15%</p> <p>5 or more Projects and RL = 20%</p>

Eligibility Criteria	Evidence to be provided	Weighting/Score
	<p><i>Reference letters must be on a client letter head and dully signed.</i></p> <p><b>Reference letters that do not meet all items mentioned above will not be considered</b></p>	
<p>Team proven experience in undertaking the <b>Financial Evaluation</b> of the bids submitted in the electricity generation and or energy sectors and/or infrastructure projects or PPP sector projects and or <b>valuations</b> to inform decisions.</p>	<p>The Bidder must provide a summary and details of at least 3 projects in which Financial Evaluation was undertaken. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved.</p> <p><i>(Please complete project list template attached as Annexure J.</i></p> <p><b>2 or more Projects that form part of the same Programme advised on cannot be split to be reflected in Annexure J as separate Projects - a Programme must be reflected as a single Project and will not be double counted if split.)</b></p> <p><i>In addition, a Minimum of three reference letters must be provided for team.</i></p> <p><i>Reference letters shall include Description of the project, name of the resources, roles of the resources he/she played in the project and the status of the project.</i></p> <p><i>Reference letters must be on a client letter head and dully signed.</i></p> <p><b>Reference letters that do not meet all items mentioned above will not be considered</b></p>	<p>Minimum of 3 projects and 3 Reference Letters</p> <p>3-4 Projects and RL = 15%</p> <p>5 or more Projects and RL= 20%</p>
<p>Proven experience in determining assessment of the balance sheet exposures and preparation of reports on the <b>contingent liabilities</b> associated with projects.</p>	<p>Details of at least 3 projects to be provided. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved.</p> <p><i>(Please complete project list template attached as Annexure J.</i></p> <p><b>2 or more Projects that form part of the same Programme advised on cannot be split to be reflected in Annexure J as separate Projects - a</b></p>	<p>Minimum of 3 projects and 3 Reference Letters (RL).</p> <p>3-4 Project and RL = 5%</p> <p>5 or more Projects and RL =10%</p>

Eligibility Criteria	Evidence to be provided	Weighting/Score
	<p><i>Programme must be reflected as a single Project and will not be double counted if split.)</i></p> <p><i>Minimum of three reference letters must be provided for the team.</i></p> <p><i>Reference letters shall include Description of the project, name of the resources, roles of the resources he/she played in the project and the status of the project.</i></p> <p><i>Reference letters must be on a client letter head and dully signed.</i></p> <p><b>Reference letters that do not meet all items mentioned above will not be considered</b></p>	
<p>Proven experience preparing for and implementing <b>Commercial and Financial Close</b> activities for project finance projects.</p>	<p>The Bidder must provide a summary and details of at least three projects that reached commercial and financial close. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved.</p> <p><b><i>(Please complete project list template attached as Annexure J).</i></b></p> <p><i>In addition, a Minimum of three reference letters must be provided for the team.</i></p> <p><i>Reference letters shall include Description of the project, name of the resources, roles of the resources he/she played in the project and the status of the project.</i></p> <p><i>Reference letters must be on a client letter head and dully signed.</i></p> <p><b>Reference letters that do not meet all items mentioned above will not be considered</b></p>	<p>Minimum of 3 Projects and 3 Reference Letters (RL).</p> <p>3-4 Project and RL= 5%</p> <p>5 or more Projects and RL = 10%</p>
<b>Total</b>		<b>70/100%</b>

Each proposal with a functionality score of **70** points and more, will be on equal footing to proceed to this final round of evaluation.

The proposed price and BBBEE compliance are the only aspects taken into account in this round. The final evaluation score is calculated on an 80/20 principle.

CRITERIA	WEIGHT
Project cost	80
B-BBEE Status level contributor	20

## 1. POPIA INFORMED CONSENT

### INTRODUCTION

For purposes of this document Section **Error! Reference source not found.** (Hereinafter referred to as the “**Privacy Policy**”):

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

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

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

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

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



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

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

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

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

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

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

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

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

## HOW TO CONTACT US REGARDING YOUR PERSONAL INFORMATION

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

## AMENDMENT OF THIS PRIVACY POLICY

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

- to provide for the introduction of new systems, methods of operation or services.

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

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

## PRIVACY AND INDEMNITY

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

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

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

## INFORMATION WHICH WE MAY COLLECT ABOUT YOU

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

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

required for contractual or employment related matters or which are required to comply with laws and public duties.

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

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

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

## HOW WE COLLECT INFORMATION

You may provide Personal Information to us, as follows:

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

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

## USE OF INFORMATION COLLECTED

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

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

PAYE, SDL, COIDA and UIF etc. and to submit reports or provide various notices or returns, to litigate and / or to respond to a request or order from a SAP official, investigator, or court official, Regulator, or public authority.

- **Security purposes: legitimate purpose and to comply with laws:** to permit you access to our offices, facilities, manufacturing, or parking areas, as well as to controlled areas, for the purposes of monitoring via CCTV, your interaction and access in and from our facilities described above, and for general risk management, security, and emergency incident control purposes as well as for data and cybersecurity purposes.
- **Marketing and electronic communications related thereto – consent required:** To provide you with communications regarding us, our goods, and services and / or other notifications, programs, events, or updates that you may have registered asked for, and to send you offers, advertising, and marketing materials, including providing personalized advertising to you, save where you have opted out of this activity.
- **Internal research and development purposes – consent required:** To conduct internal research and development for new content, products, and services, and to improve, test, and enhance the features and functions of our current goods and services.

## DISCLOSURE OF YOUR INFORMATION

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

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

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

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

## RETENTION OF YOUR INFORMATION

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

## ACCESS TO, CORRECTION AND DELETION OF YOUR PERSONAL INFORMATION

You may request details of personal information which we hold about you under the Protection of Personal Information Act 4 of 2013 (“**POPIA**”) or about third parties where your rights are affected by such information under the Promotion of Access to Information Act 2 of 5000 (“**PAIA**”). Fees to obtain a copy or a description of such personal information are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

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

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

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

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

## COMPLAINTS

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

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

Tel: 012 406 4818

Fax: 086 500 3351

**Email: [inforeq@justice.gov.za](mailto:inforeq@justice.gov.za) 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:

**RFP121/2024: APPOINTMENT OF FINANCIAL TRANSACTION ADVISORS FOR THE REQUEST FOR PROPOSALS DESIGN AND DRAFTING, EVALUATION OF BIDS RECEIVED, APPOINTMENT OF PREFERRED BIDDERS AND THE COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES ASSOCIATED WITH THE IMPLEMENTATION OF THE BID WINDOW 8 OF RENEWABLE ENERGY IPP PROCUREMENT PROGRAM FOR A PERIOD OF 24 MONTHS.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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



**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the  
Tenderer**

\_\_\_\_\_  
**(Name and address of organisation)**

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

## Price proposal

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

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

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

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

**SBD 4**

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<sup>2</sup> 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.

3.6 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 80/20 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	

<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

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:

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

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.

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE:.....

ADDRESS:.....

.....

.....

.....

### RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
4.1	<p><b>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?</b> (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><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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 D 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 E 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 G 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:

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

## Annexure I

### Tax Compliant Status and CSD Registration Requirements

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

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

**CSD Registration Number:**



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

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