

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

BID NUMBER:	RFP203/2024
COMPULSORY BRIEFING SESSION DETAILS:	18 November 2024 at 11h00 am <u>Join the meeting now</u>
CLOSING DATE:	03 December 2024
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	DBSA GREEN CAMPUS INITIATIVE
BID DOCUMENTS ELECTRONIC SUBMISSION:	<p>ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification via e-mail to <u>lihlescm@dbsa.org</u> ONLY, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days submission day. ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including <u>28 November 2024 16:30</u> Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. <p>NB: Electronic submission is encouraged for all bidders interested in this tender.</p> <p>Closing date of this RFP203/2024 is 03 December 2024 before 23:55PM.</p> <p>No physical bids will be received or accepted at the DBSA offices</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: **RFP203/2024**

DESCRIPTION: **DBSA GREEN CAMPUS INITIATIVE**

COMPULSORY BRIEFING: **18 November 2024** Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK: [Join the meeting now](#)


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

Closing time for the OneDrive Link submissions - **23h55 on the 28 November 2024 (Telkom Time)**


CLOSING DATE: **03 December 2024**

CLOSING TIME: **23H55PM**

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

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

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</p> <p>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.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>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.</p> <p>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.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>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.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Detailed Description of the Project
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure G: General Condition of Contract

Annexure H: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** for the OneDrive Link submissions - **23h55 on the 03 December 2024** (Telkom Time)
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihlescm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **18 November 2024** - Tender briefing will be done online via Microsoft teams.

LINK: [Join the meeting now](#)

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

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

CLOSING DATE: 03 December 2024

CLOSING TIME: 23H55PM

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

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

7. ACCURACY OF REQUEST FOR PROPOSAL

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

7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to lihlescm@dbsa.org

11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
 - 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 15.2 The written complaint must set out:
 - 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.

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

16. CONFLICT OF INTEREST

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

17. LATE BIDS

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

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
- 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
- 18.1.3 ensuring that their Bids are accurate and complete;
- 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
- 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 18.1.6 submitting all Compulsory Documents.

18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
- 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 120 (one-hundred and twenty) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Virtual attendance 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	Bidders must have minimum CIDB EP or EB Grading 8 or higher	48 hours	Y
4	3 Years latest audited financial statements	72 hours	Y
5	Submission of proof of registration with National Treasury Central Supplier Database (CSD) (provide summary report). Bidder/s must be registered and compliant with CSD in order to do business with the DBSA.	72 hours	Y
6	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	

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 All bidders who achieve the minimum score of **75%** will be ranked, with the top-ranking five (5) bidders prequalified. If only five (5) or less bidders achieve the minimum score of **75%**, then all those bidders will be prequalified.

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

TECHNICAL EVALUATION CRITERIA	SCORE	WEIGHT								
<p>1. COMPANY EXPERIENCE – EPC/CONSTRUCTION CONTRACTOR</p> <p>The bidder must have successfully constructed Solar PV installations and BESS projects of between 200 kW and 5 MW as an EPC or main contractor in the last 5 years. The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • Details of similar and/or relevant projects <u>completed in the last 5 years</u>. Please refer to ANNEXURE B TABLE 4 of this document for the format in which the required information must be provided. <p>Note: <i>the following scoring matrix will be used to evaluate this criterion:</i></p> <p>A bidder must achieve a minimum score of 15 in order to proceed to the next stage.</p> <table border="1" data-bbox="172 674 1257 875"> <tr> <td>5 or more Solar PV installations projects with BESS</td> <td>20</td> </tr> <tr> <td>4 Solar PV installations projects with BESS</td> <td>18</td> </tr> <tr> <td>3 Solar PV installations projects with BESS</td> <td>15</td> </tr> <tr> <td>Less than 3 Solar PV installations projects with BESS.</td> <td>0</td> </tr> </table>	5 or more Solar PV installations projects with BESS	20	4 Solar PV installations projects with BESS	18	3 Solar PV installations projects with BESS	15	Less than 3 Solar PV installations projects with BESS.	0		20%
5 or more Solar PV installations projects with BESS	20									
4 Solar PV installations projects with BESS	18									
3 Solar PV installations projects with BESS	15									
Less than 3 Solar PV installations projects with BESS.	0									
<p>2. COMPANY EXPERIENCE – O&M/ASSET MANAGEMENT</p> <p>The bidder must have successfully performed O&M/Asset Management services for Solar PV system with BESS of between 200 kW and 5 MW in the last 5 years. The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • Details of similar and/or relevant projects <u>completed in the last 5 years</u>. Please refer to ANNEXURE B TABLE 4 of this document for the format in which the required information must be provided. <p>Note: <i>the following scoring matrix will be used to evaluate this criterion:</i></p> <table border="1" data-bbox="172 1267 1257 1424"> <tr> <td>O&M/Asset Management of 5 or more Solar PV systems with BESS</td> <td>10</td> </tr> <tr> <td>O&M/Asset Management of 4 Solar PV systems with BESS</td> <td>8</td> </tr> <tr> <td>O&M/Asset Management of 3 Solar PV systems with BESS</td> <td>5</td> </tr> <tr> <td>O&M/Asset Management of less than 3 Solar PV systems with BESS</td> <td>0</td> </tr> </table>	O&M/Asset Management of 5 or more Solar PV systems with BESS	10	O&M/Asset Management of 4 Solar PV systems with BESS	8	O&M/Asset Management of 3 Solar PV systems with BESS	5	O&M/Asset Management of less than 3 Solar PV systems with BESS	0		10%
O&M/Asset Management of 5 or more Solar PV systems with BESS	10									
O&M/Asset Management of 4 Solar PV systems with BESS	8									
O&M/Asset Management of 3 Solar PV systems with BESS	5									
O&M/Asset Management of less than 3 Solar PV systems with BESS	0									
<p>3. EXPERIENCE OF THE PROJECT LEADER</p> <ul style="list-style-type: none"> • AS A MINIMUM, THE BIDDER'S PROJECT LEADER MUST HAVE: <ul style="list-style-type: none"> ○ A bachelor's degree or equivalent NFQ level 7 in a technical field (e.g. Engineering) AND have Project /Construction Management professional registration with PMI or SACPCMP. ○ Relevant work experience/employment history with at least 08 years' experience in the development, funding, and installation of Solar PV and BESS projects including knowledge and understanding of the South African regulations, standards, and requirements for grid-tied Solar PV/BESS installations. ○ Successfully completed solar PV and BESS projects of between 200 kW and 5 MW • THE BIDDER MUST SUBMIT THE FOLLOWING: 		15%								

<ul style="list-style-type: none"> ○ Information on qualifications, professional registration/certification and experience of the Project Leader. Please refer to ANNEXURE B TABLE 5 of this document for the format in which the required information must be provided. ○ A comprehensive CV of the assigned project leader providing: ○ Proof of qualifications and certifications ○ The CV must be limited to 3 pages in length. <p>NOTE:</p> <p>PROSPECTIVE BIDDERS ARE KINDLY CAUTIONED AGAINST PROVIDING A TEAM OF SPECIALISTS, WITHOUT SPECIFYING REQUIRED INDIVIDUAL PROJECT LEADER, WHOSE SKILLS AND EXPERIENCE WILL FORM THE BASIS OF THE SCORING OF THE BID.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p>		
<p>The Project Leader has relevant experience exceeding 15 years, AND relevant minimum qualifications and certifications.</p>	15	
<p>The Project Leader has relevant experience of between 11 and 15 years, AND relevant minimum qualifications and certifications.</p>	12	
<p>The Project Leader has relevant experience of between 8 and 10 years, AND relevant minimum qualification and certifications.</p>	10	
<p>The Project Leader has relevant experience less than 8 years and/or without minimum qualifications, and/or without minimum certifications.</p>	0	
<p>4. EXPERIENCE OF THE KEY PERSONNEL/RESOURCES</p> <p>The bidder’s key personnel/resources of the proposed team must have relevant qualifications, skills, certifications and experience in planning, design, installation, operations and maintenance of solar PV and BESS facilities. The bidder must submit</p> <p>4.1 An organogram with the composition of the proposed team, clearly outlining the main disciplines and the key personnel/resource responsible for each workstream.</p> <p>4.2 As a minimum, the bidder’s key personnel/resources, over and above the project leader, must comprise of the following specialists with relevant qualifications, experience, and applicable certifications.</p> <ul style="list-style-type: none"> ○ RESOURCE 1: ELECTRICAL ENGINEERING ○ RESOURCE 2: CIVIL/STRUCTURAL ENGINEERING ○ RESOURCE 3: ARTISAN ○ RESOURCE 4: OPERATIONS & MAINTENANCE <p>Please refer to ANNEXURE B TABLE 5 of this document for the format in which the required information must be provided.</p> <p>4.3 Comprehensive CVs of each key personnel providing:</p> <ul style="list-style-type: none"> ○ Information on qualifications and professional registration/certification. As a minimum, the bidder’s key personnel/resource must have a certificate, diploma, degree or above together with the applicable trade test in the relevant field that is in line with the resource fields listed above ○ The Artisan must be a three-phase installation electrician with active G number 		15%

<ul style="list-style-type: none"> ○ The Electrical and Civil/Structural Engineer should be registered with ECSA as Professional Technologist or Engineer. ○ Relevant work experience/employment history. At least 06 years' experience in the development and installation of Solar PV and BESS projects including knowledge and understanding of the South African regulations, standards, and requirements for grid-tied Solar PV/BESS installations. <p>4.4 The CV must be limited to 3 pages in length.</p> <p>4.5 Submit proof of qualifications and certifications.</p> <p>NOTE: IN ITS SOLE DISCRETION, THE DBSA MAY REJECT BIDS WHERE THE REQUIRED KEY PERSONNEL/RESOURCES ARE NOT CLEARLY AND EXPLICITLY SPECIFIED OR WHERE SUCH INDIVIDUALS ARE NOT SHOWN TO BE SUITABLY QUALIFIED.</p> <p><i>The following scoring matrix will be used to evaluate this criterion:</i></p> <p>Bidder's experience of any individual specialist must be minimum 6 years or more even if the average specialist experience is above 6 years to proceed to the next stage.</p>		
<p>Averaged combined personnel's relevant experience exceeding 15 years, and relevant qualifications and certifications.</p>	15	
<p>Averaged combined personnel's relevant experience of between 11 and 15 years, and relevant minimum qualifications and certifications.</p>	12	
<p>Averaged combined personnel's relevant experience of between 06 and 10 years, and relevant minimum qualification and certifications.</p>	10	
<p>Averaged combined personnel's relevant experience less than 6 years and/or without minimum qualifications, and/or without minimum certifications.</p>	0	
<p>5. APPROACH/METHODOLOGY</p> <p>The bidder must demonstrate thorough understanding of the objectives, milestones, and deliverables of this assignment by providing a comprehensive methodology/approach to be utilised for the planning, design, construction and operation of the solar PV and BESS System. The methodology must cover the following critical aspects:</p> <ul style="list-style-type: none"> - Planning and project management. - Energy modelling, design, layout, and costing. - Technology selection and procurement of equipment. - Permitting, installation, commissioning. - Operations, maintenance, and asset management. <p>Note: <i>the following scoring matrix will be used to evaluate this criterion:</i></p>		10%
<p>Methodology/approach addresses most critical aspects of the scope of work and overall assignment.</p>	10	
<p>Methodology/approach addresses some critical aspects of the scope of work and overall assignment.</p>	5	
<p>Methodology/approach does not address critical aspects of the scope of work and overall assignment.</p>	0	
<p>6. FINANCIAL CAPABILITY/STRENGTH</p> <p>The bidder must demonstrate financial strength or capacity to quickly raise financing of R60 million or above for Solar PV and BESS projects. The Bidder must provide recent and recognisable proof of funding or ability to raise funding.</p>		30%

Acceptable proof includes bank credit letters clearly indicating the amount of financing that the bidder has capacity to raise OR confirmation from a registered financial institution confirming availability of funds. Note: the following scoring matrix will be used to evaluate this criterion:		
Bank credit letter or confirmation letter from a registered financial institution of a minimum R60 million or above.	30	
Expression of Interest from the Funder for a minimum R60 million or above.	15	
No evidence of financing OR evidence of capacity to raise funding or funding available is of less than R60 million.	0	
Total weight		100
Threshold		75

27. Risk Analysis and Objective Criteria

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

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

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

28. Due Diligence

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

a. Judgements and criminal convictions

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

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

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

c. Performance

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

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

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

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

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

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

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

30. STATUS OF BID

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

31. CLARIFICATION OF BIDS

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

32. DISCUSSION WITH BIDDERS

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

33. SUCCESSFUL BIDS

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

34. NO OBLIGATION TO ENTER INTO CONTRACT

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

35. BIDDER WARRANTIES

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

36. DBSA'S RIGHTS

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

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

37. GOVERNING LAWS

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



Terms of Reference

**DBSA GREEN CAMPUS INITIAIVE (GCI) - DESIGN,
INSTALLATION, FUNDING, OPERATION AND
TRANSFER OF SOLAR PV AND BESS FACILITY**

1. INTRODUCTION AND BACKGROUND

Through these terms of reference (“**Terms of Reference**”), the Development Bank of Southern Africa Limited (“**the DBSA**” or “**the Bank**”) formally invites interested parties (“**the Bidder**”), who are a company, a close corporation, or a partnership (e.g. joint venture, consortium etc), to submit bids for prequalification; and if prequalified, further consideration upon submission of detailed proposal, to finance, plan, design, construct, operate and maintain a green energy supply and energy efficiency project (“**the Services**”) for the benefit of the DBSA, in respect of the DBSA Green Campus Initiative (“DBSA-GCI” or “the Project”).

The Services, which are further described in **Annexure A** below will assist the DBSA to achieve the following desired outcomes:

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

The description of the Services in **Annexure A** is subject to modification (at RFP stage (Phase 2 Procurement) based on the completion of the designs), as will be advised to the prequalified Bidders at an appropriate time in the future, following the compilation of a more detailed works specification by the DBSA.

The Bidder who will ultimately be successful at the conclusion of the procurement process will be required to enter into a suite of agreements with the DBSA, which include a power purchase agreement (or equivalent), an implementation agreement and/or any other agreement considered necessary for the Project (“**Suite of Agreements**”), on such contractual terms as will be specified in more detail in the said **Suite of Agreements**, but which terms shall adhere substantially to the DBSA’s standard terms and conditions for similar activities. **THIS REQUEST FOR QUALIFICATION IS ONLY PHASE ONE OF THE PROCUREMENT PROCESS. BIDDERS ARE REQUESTED TO SUBMIT THE INFORMATION SPECIFIED IN FURTHER DETAIL BELOW, FOR PRE-QUALIFICATION PURPOSES ONLY.**

BIDDERS WHO ARE PREQUALIFIED WILL THEN PROCEED TO THE SECOND PHASE OF THE PROCUREMENT PROCESS, WHERE THEY WILL BE EVALUATED ON *INTER ALIA*, THEIR DESIGN OR SOLUTION, CONSTRUCTION AND PROPOSED METHODOLOGY, APPROACH AND ULTIMATELY, PRICING. ACCORDINGLY, FOR THE TIME BEING, BIDDERS WILL BE PRE-SELECTED BASED ONLY ON THE PRE-QUALIFICATION AND FUNCTIONAL CRITERIA LAID OUT IN THESE TERMS OF REFERENCE.

A HIGH-LEVEL DESCRIPTION OF THE PROJECT AND SERVICES TO WHICH THIS PROCUREMENT PERTAINS ARE PROVIDED IN THESE TERMS OF REFERENCE. IT IS THE DBSA’S INTENTION THAT A FULLY - SPECKED PROJECT AND SERVICE DESCRIPTION WILL BE PROVIDED TO THE PRE-QUALIFIED BIDDERS FOR THE PURPOSES OF THE SECOND PHASE OF THE PROCUREMENT PROCESS.

1.1 DBSA'S MANDATE

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

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

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

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

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

- **National Development Plan (NDP) 2030:** The Bank’s mandate and strategy are linked to the objectives of South Africa's NDP Vision 2030, which sets out an integrated strategy for accelerating economic growth, eliminating poverty, and reducing inequality. Faster economic growth is both a key objective of the NDP and a necessary condition to raise the resources needed to fund the country's social and economic transformation. Large-scale investment in economic infrastructure, especially in energy, transport, water, and ICT as well as social infrastructure, in education, health and housing, is a critical enabler.
- **Sustainable Development Goals:** The 17 SDGs, developed to support the United Nations 2030 Agenda, are aimed overall at ending poverty and inequality, protecting the planet, and ensuring peace and prosperity for all. The DBSA's investments are informed by the SDGs, and we have identified goals 6, 7, 9, 11, 13 and 17 as the Bank’s main priorities. Goals 1, 3, 4 and 5 are indirectly supported by the DBSA's core activities.
- **Agenda 2063:** The African Union's (AU) Agenda 2063 is a blueprint and master plan for transforming Africa into the global powerhouse of the future. The aim of the strategic framework is to effect socioeconomic

transformation of the continent over the next 50 years. It was adopted by the African Union Summit in January 2015. The African Continental Free Trade Area Agreement (CFTA) that came into force on 30 May 2019, is a flagship project of Agenda 2063. CFTA is a treaty between consenting countries whereby a free trade area is constituted that allows member countries to conduct trade with each other without tariffs or other hindrances.

1.2 DETAILS OF THE PROJECT

The Project in respect of which Bidders submissions are requested is described in detail in **Annexure A**.

1.3 STAKEHOLDERS AND BENEFICIARIES OF THE PROJECT

The respective Project stakeholders and beneficiaries are as follows:

Beneficiaries:

- The Development Bank of Southern Africa – Project owner

Stakeholders:

- The Development Bank of Southern Africa – Project owner
- Council for Scientific and Industrial Research (CSIR) – Project Advisor
- The selected Service Provider

1.4 PROJECT SCOPE, OBJECTIVES AND OUTCOMES

Bidders will be pre-qualified as part of the Phase 1 procurement stage, leading to Phase 2 procurement (request for proposals), where bidders will be evaluated based on Price. The overall successful bidder, upon signing the **Suite of Agreements**, will be required to deliver on a fully-specked Project scope to be issued as part of the second phase of the procurement process (i.e. the fully-specked Project scope is not available for the purposes of this request for qualification). For the time being, a high-level **Project scope and accompanying Project objectives and outcomes are laid out in Annexure A**. The quality of the service, service levels and standards will be as laid out in the applicable **Suite of Agreements**.

2. EVALUATION CRITERIA

The following methodology and criteria in selecting a preferred Bidder will be utilised:

Stage 1 : Responsiveness

Stage 2 : Functional evaluation (minimum 75%)

2.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
• Whether the Tender has been received on time
• Whether all Returnable Documents were completed and returned by the closing date and time
• Verify the validity of all returnable documents

The test for administrative responsiveness [Stage One] must be passed for a Tenderer's Proposal to progress to Stage Two for further pre-qualification

Any applicable partnerships, joint venture, teaming, or joint bidding agreements **MUST** be indicated together with the date when the agreement pertaining to these were concluded.

In its sole discretion, the DBSA may reject bids where applicable, valid contractual arrangements such as partnerships, joint venture, teaming or joint bidding agreements are not indicated as required.

2.2 STAGE TWO: Minimum Threshold 75% for Technical Criteria or functionality

As prescribed in terms of the PPPFA and its Regulations, Tenderers are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 75%.
- The test for the Technical and Functional threshold will include the following:
 - Bidders will be evaluated according to the six (6) technical evaluation criteria described below.
 - Bidders with a minimum score of technical score of 75% will be evaluated further.

Table 1: Functional Evaluation Criteria

TECHNICAL EVALUATION CRITERIA	SCORE	WEIGHT
<p>7. COMPANY EXPERIENCE – EPC/CONSTRUCTION CONTRACTOR</p> <p>The bidder must have successfully constructed Solar PV installations and BESS projects of between 200 kW and 5 MW as an EPC or main contractor in the last 5 years. The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • Details of similar and/or relevant projects <u>completed in the last 5 years</u>. Please refer to ANNEXURE B TABLE 4 of this document for the format in which the required information must be provided. <p>Note: the following scoring matrix will be used to evaluate this criterion:</p> <p>A bidder must achieve a minimum score of 15 in order to proceed to the next stage.</p>		20%
5 or more Solar PV installations projects with BESS	20	
4 Solar PV installations projects with BESS	18	
3 Solar PV installations projects with BESS	15	
Less than 3 Solar PV installations projects with BESS.	0	
<p>8. COMPANY EXPERIENCE – O&M/ASSET MANAGEMENT</p>		10%

<p>The bidder must have successfully performed O&M/Asset Management services for Solar PV system with BESS of between 200 kW and 5 MW in the last 5 years. The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • Details of similar and/or relevant projects <u>completed in the last 5 years</u>. Please refer to ANNEXURE B TABLE 4 of this document for the format in which the required information must be provided. <p>Note: <i>the following scoring matrix will be used to evaluate this criterion:</i></p>		
O&M/Asset Management of 5 or more Solar PV systems with BESS	10	
O&M/Asset Management of 4 Solar PV systems with BESS	8	
O&M/Asset Management of 3 Solar PV systems with BESS	5	
O&M/Asset Management of less than 3 Solar PV systems with BESS	0	
<p>9. EXPERIENCE OF THE PROJECT LEADER</p> <ul style="list-style-type: none"> • AS A MINIMUM, THE BIDDER'S PROJECT LEADER MUST HAVE: <ul style="list-style-type: none"> ○ A bachelor's degree or equivalent NFQ level 7 in a technical field (e.g. Engineering) AND have Project /Construction Management professional registration with PMI or SACPCMP. ○ Relevant work experience/employment history with at least 08 years' experience in the development, funding, and installation of Solar PV and BESS projects including knowledge and understanding of the South African regulations, standards, and requirements for grid-tied Solar PV/BESS installations. ○ Successfully completed solar PV and BESS projects of between 200 kW and 5 MW • THE BIDDER MUST SUBMIT THE FOLLOWING: <ul style="list-style-type: none"> ○ Information on qualifications, professional registration/certification and experience of the Project Leader. Please refer to ANNEXURE B TABLE 5 of this document for the format in which the required information must be provided. ○ A comprehensive CV of the assigned project leader providing: ○ Proof of qualifications and certifications ○ The CV must be limited to 3 pages in length. <p>NOTE:</p> <p>PROSPECTIVE BIDDERS ARE KINDLY CAUTIONED AGAINST PROVIDING A TEAM OF SPECIALISTS, WITHOUT SPECIFYING REQUIRED INDIVIDUAL PROJECT LEADER, WHOSE SKILLS AND EXPERIENCE WILL FORM THE BASIS OF THE SCORING OF THE BID.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p>		15%
The Project Leader has relevant experience exceeding 15 years, AND relevant minimum qualifications and certifications.	15	
The Project Leader has relevant experience of between 11 and 15 years, AND relevant minimum qualifications and certifications.	12	
The Project Leader has relevant experience of between 8 and 10 years, AND relevant minimum qualification and certifications.	10	
The Project Leader has relevant experience less than 8 years and/or without minimum qualifications, and/or without minimum certifications.	0	

<p>10. EXPERIENCE OF THE KEY PERSONNEL/RESOURCES</p> <p>The bidder’s key personnel/resources of the proposed team must have relevant qualifications, skills, certifications and experience in planning, design, installation, operations and maintenance of solar PV and BESS facilities. The bidder must submit</p> <p>4.6 An organogram with the composition of the proposed team, clearly outlining the main disciplines and the key personnel/resource responsible for each workstream.</p> <p>4.7 As a minimum, the bidder’s key personnel/resources, over and above the project leader, must comprise of the following specialists with relevant qualifications, experience, and applicable certifications.</p> <ul style="list-style-type: none"> ○ RESOURCE 1: ELECTRICAL ENGINEERING ○ RESOURCE 2: CIVIL/STRUCTURAL ENGINEERING ○ RESOURCE 3: ARTISAN ○ RESOURCE 4: OPERATIONS & MAINTENANCE <p>Please refer to ANNEXURE B TABLE 5 of this document for the format in which the required information must be provided.</p> <p>4.8 Comprehensive CVs of each key personnel providing:</p> <ul style="list-style-type: none"> ○ Information on qualifications and professional registration/certification. As a minimum, the bidder’s key personnel/resource must have a certificate, diploma, degree or above together with the applicable trade test in the relevant field that is in line with the resource fields listed above ○ The Artisan must be a three-phase installation electrician with active G number ○ The Electrical and Civil/Structural Engineer should be registered with ECSA as Professional Technologist or Engineer. ○ Relevant work experience/employment history. At least 06 years’ experience in the development and installation of Solar PV and BESS projects including knowledge and understanding of the South African regulations, standards, and requirements for grid-tied Solar PV/BESS installations. <p>4.9 The CV must be limited to 3 pages in length.</p> <p>4.10 Submit proof of qualifications and certifications.</p> <p>NOTE: IN ITS SOLE DISCRETION, THE DBSA MAY REJECT BIDS WHERE THE REQUIRED KEY PERSONNEL/RESOURCES ARE NOT CLEARLY AND EXPLICITLY SPECIFIED OR WHERE SUCH INDIVIDUALS ARE NOT SHOWN TO BE SUITABLY QUALIFIED.</p> <p><i>The following scoring matrix will be used to evaluate this criterion:</i></p> <p>Bidder’s experience of any individual specialist must be minimum 6 years or more even if the average specialist experience is above 6 years to proceed to the next stage.</p>		15%
<p>Averaged combined personnel’s relevant experience exceeding 15 years, and relevant qualifications and certifications.</p>	15	
<p>Averaged combined personnel’s relevant experience of between 11 and 15 years, and relevant minimum qualifications and certifications.</p>	12	
<p>Averaged combined personnel’s relevant experience of between 06 and 10 years, and relevant minimum qualification and certifications.</p>	10	

Averaged combined personnel's relevant experience less than 6 years and/or without minimum qualifications, and/or without minimum certifications.	0	
<p>11. APPROACH/METHODOLOGY</p> <p>The bidder must demonstrate thorough understanding of the objectives, milestones, and deliverables of this assignment by providing a comprehensive methodology/approach to be utilised for the planning, design, construction and operation of the solar PV and BESS System. The methodology must cover the following critical aspects:</p> <ul style="list-style-type: none"> - Planning and project management. - Energy modelling, design, layout, and costing. - Technology selection and procurement of equipment. - Permitting, installation, commissioning. - Operations, maintenance, and asset management. <p>Note: the following scoring matrix will be used to evaluate this criterion:</p>		10%
Methodology/approach addresses most critical aspects of the scope of work and overall assignment.	10	
Methodology/approach addresses some critical aspects of the scope of work and overall assignment.	5	
Methodology/approach does not address critical aspects of the scope of work and overall assignment.	0	
<p>12. FINANCIAL CAPABILITY/STRENGTH</p> <p>The bidder must demonstrate financial strength or capacity to quickly raise financing of R60 million or above for Solar PV and BESS projects. The Bidder must provide recent and recognisable proof of funding or ability to raise funding.</p> <p>Acceptable proof includes bank credit letters clearly indicating the amount of financing that the bidder has capacity to raise OR confirmation from a registered financial institution confirming availability of funds.</p> <p>Note: the following scoring matrix will be used to evaluate this criterion:</p>		30%
Bank credit letter or confirmation letter from a registered financial institution of a minimum R60 million or above.	30	
Expression of Interest from the Funder for a minimum R60 million or above.	15	
No evidence of financing OR evidence of capacity to raise funding or funding available is of less than R60 million.	0	
Total weight		100
Threshold		75

SUMMARY OF EVALUATION

Table 2: Evaluation Summary

EVALUATION ELEMENT	MAXIMUM SCORE
Company Experience – EPC/Construction Contractor	20%
Company Experience – O&M/Asset Management	10%
Experience of the Project Leader(s)	15%
Experience of the key personnel	15%
Approach/Methodology	10%
Financial Capability/Strength	30%
TOTAL	100%
NB: Minimum Threshold for Functional Qualification*: *The technical score will be calculated out of 100 points, and only the top 05 bidders that achieve a threshold of 75 points will proceed to the next stage. Note that, not all bidders that score a minimum points of 75 will automatically be part of the panel. Only those that are ranked in top five (05) will be shortlisted to proceed to the next stage. Bidders that score the same score will be allocated the same rank to ensure fairness in the process of the ranking process.	75%

3. CONDITIONS OF AWARD

- 3.1 In its sole discretion, the DBSA may reject bids where the required key personnel/resources are not clearly and explicitly specified or where such individuals are not shown to be suitably qualified.
- 3.2 The IF reserves the right to request further clarification on the submitted financial statements and further to exclude any bidder from participating further if deemed risky, based on the analysis of the financial statements
- 3.3 Additional conditions of award will be laid out in relevant procurement documents as part of the second phase (Request for Proposals) of the process; as well as in the applicable **Suite of Agreements**.

4. POPIA INFORMED CONSENT

Introduction

For purposes of this document Section 3 (hereinafter referred to as the **“Privacy Policy”**):

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

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

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

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

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

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

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

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

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

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

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

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

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

How to contact us regarding your Personal Information

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

Amendment of this Privacy Policy

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

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

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

Privacy and indemnity

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

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

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

Information which we may collect about you

- **Your or your employer or organisation's contact information**, such as name, alias, address, identity number, passport number, security number, registration number, phone number, cell phone number, vehicle make and registration number, social media user ID, email address, and similar contact data, serial numbers of equipment, details regarding the possession of dangerous weapons, and other contact information including details of your employer, memberships or affiliations, such as the name of your employer or organisation that you are a member of, information about your colleagues or those within your organization, your status

with an organization, and similar data, which are required for various legitimate interest, contractual and / or lawful reasons.

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

- **Your Image**, such as still pictures, video, voice, and other similar data, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place.
- **Identity Information**, such as government-issued identification information, tax identifiers, social security numbers, other government-issued identifiers, and similar data, which are required to comply with laws and public duties.
- **Financial Information**, such as billing address, billing contact details, and similar data., tax numbers and VAT numbers, which are required to perform contractual matters and / or in order to provide you access to services or attend to queries or to ensure that security safeguards are in place and / or which are required to comply with laws and public duties.
- **Career, Education, and Employment Related Information**, such as job preferences or interests, work performance and history, salary history, status as a veteran, nationality and immigration status, demographic data, disability-related information, application information, professional licensure information and related compliance activities, accreditations and other accolades, education history (including schools attended, academic degrees or areas of study, academic performance, and rankings), and similar data, which are required for contractual or employment related matters or which are required to comply with laws and public duties.
- **Health records** such as medical status and history, examinations, blood type, 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 2000 (“**PAIA**”). Fees to obtain a copy or a description of such personal information are prescribed in terms of PAIA. Confirmation of whether or not we hold personal information about you may be requested free of charge.

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

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

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

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

Complaints

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

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

Tel: 012 406 4818

Fax: 086 500 3351

Email: infoereg@justice.gov.za

ANNEXURE A

ANNEXURE A: DETAILED DESCRIPTION OF THE PROJECT

1. INTRODUCTION

The Development Bank of Southern Africa (“**DBSA**”) hereby invites applications for pre-qualification applications from proficient firms, organizations, or consortia with experience in the planning, design, construction, financing, operation, management, control, and maintenance of Green Energy Supply and Energy Efficiency Solutions, critical components of DBSAs Green Campus Initiative (“**DBSA-GCI**”) under a 10-year Power Purchase Agreement structure at its Midrand campus (referred to as “the **Project**”), DBSA GCI consist of the following components:

1. Environmental Screening Study;
2. Green Energy Supply;
3. Energy Efficiency;
4. Water and Biodiversity Management; and
5. Waste Management

The objective of this invitation is to evaluate applicants who demonstrate an interest as outlined in this document, with the aim of selecting suitable bidders for the Project. The purpose of this invitation is strictly limited to the Green Energy Supply and Energy Efficiency Solutions scope (together the “**Project**”). Other components will be procured for, through a separate procurement process.

2. SCOPE OF THE PROJECT

2.1 THE OPPORTUNITY

The Projects presents a significant opportunity for the bidders to make a meaningful contribution, thereby partnering with DBSA in its pursuit for an environmentally friendly ran campus, with minimal adverse impact on the environment, noting the cost-benefit and relevant legislation.

Some of the objectives of the Project include:

- the establishment of a partnership with the suitably qualified and experienced entity in developing an innovative and sustainable energy solution;
- improved security of energy supply for the DBSA campus;
- support DBSAs Net Zero Strategic Initiative;
- opportunity for innovation technology and management systems in the provision of efficient energy management system, including optimised energy cost structure; and
- foster SA governments transformation and other socio-economic initiative in line with the laws of the country.

2.2 PROJECT DESCRIPTION AND PROJECT OBJECTIVES

The DBSA aspires to transform its Midrand campus into a net-zero energy consumer, and to significantly improve its biodiversity, water and waste management practices resulting in minimal adverse impact on the environment. To achieve this, the DBSA board has approved the implementation of the DBSA Green Campus Initiative. The Project seeks to support DBSA's objective to improve energy efficiency and secure energy from cleaner sources. This approach centres on achieving self-sufficiency and independence, all while maintaining a connection to the main grid and incorporating supplementary backup options. Therefore, it is envisaged that the solution will use the solar photovoltaic (Solar PV) technologies, supported by the battery storage solution with very limited support from grid and existing diesel generators. The bidders are expected to provide an optimal solution that ensures a net zero energy solution. The green energy solution must be commercially rolled out for at least [five] years in South Africa. Furthermore, it must be sourced in South Africa.

The total area of the DBSA campus occupied by the buildings is 29 600 m². This is shown in Figure 1 below. The campus has ample land space for future developments, however there may be portions of land that may have environmental sensitivities. DBSA is currently undertaking an environment assessment.

Figure 1: DBSA Midrand Campus



In 2018, the DBSA campus consumed 2 722 MWh of electricity, costing the Bank about R6.6 Million. Based on this high rate (roughly, R2.42 per kWh), there should be opportunities to realise energy savings.

The Project will be implemented in a phased approach, consisting of Phase 1 and Phase 2. The reason for the phased approach is to commence with the implementation of the Project on areas that DBSA has determined not to be

environmentally sensitive, whilst in parallel, DBSA is undertaking the environmental assessment for additional land area that may be required for additional green energy solution. The areas considered for Phase 1 entails existing carpark, rooftop areas and ground area where there's already solar panels installed. It is DBSA's intention to appoint a single entity for the implementation of both Phase 1 and Phase 2 to ensure there is interface and integration of risks.

2.2.1 Phase 1 includes the following:

2.2.1.1 Energy Efficiency: This includes:

2.2.1.1.1 Conduct thorough energy audits to identify inefficiencies and potential improvements;

2.2.1.1.2 Implement energy-saving technologies and practices; and

2.2.1.1.3 Provide ongoing monitoring and maintenance to ensure sustained energy performance and cost savings

2.2.1.2 Green Energy Provision:

2.2.1.2.1 Install Solar Panels on carpark (rooftop areas) and ground area where there's already solar panels installed and associated battery system

2.2.2 Phase 2 includes the following:

Implementation of ground mounted solar PV installation, which will be guided by the outcome of the environmental screening and the balance of energy required to power the Campus.

The proposed Project is in alignment with the Bank's mission to advance the development impact in the region, by expanding access to development finance and effectively integrating and implementing sustainable development solutions to:

- Improve the quality of life of people through the development of social infrastructure;
- support economic growth through investment in economic infrastructure;
- support regional integration; and
- promote sustainable use of scarce resources.

Furthermore, in support of DBSA's mission and facilities management agenda, the DBSA aspires to achieve global best practices in the provision of world-class facilities services and aims to reduce its corporate environmental footprint, while having a positive impact on ecological infrastructure and ultimately meeting a zero-carbon emissions target.

The DBSA’s ultimate goal is to achieve a sustainable campus with an accredited ‘Green Building Council South Africa’ standard that is issued by the Green Building Council of South Africa (GBCSA).

THIS REQUEST FOR QUALIFICATION (“RFQ”) IS IN RESPECT OF PHASE 1A AND PHASE 1B: ENERGY EFFICIENCY AND GREEN ENERGY PROVISION.

2.3 FINANCE

The Project is premised on the basis that the responsibility to design, build, finance, operate, maintain (DBFOMT) and transfer rests with bidders. Therefore, bidder will be responsible to raise the required finance and performance guarantee necessary to enable the design and constructing the required Green Energy Supply Solution and also the installation of the Energy Efficiency as turnkey DBFOMT. DBSA will enter into a **Suite of Agreements** with the successful Bidder, with the Power Purchase Agreement providing for the payment of a tariff to enable the successful bidder to recover its cost and make an equitable return.

2.4 ANTICIPATED PROGRAMME

The following is the anticipated programme to submission of tenders:

Table 3: Tender Submission Dates

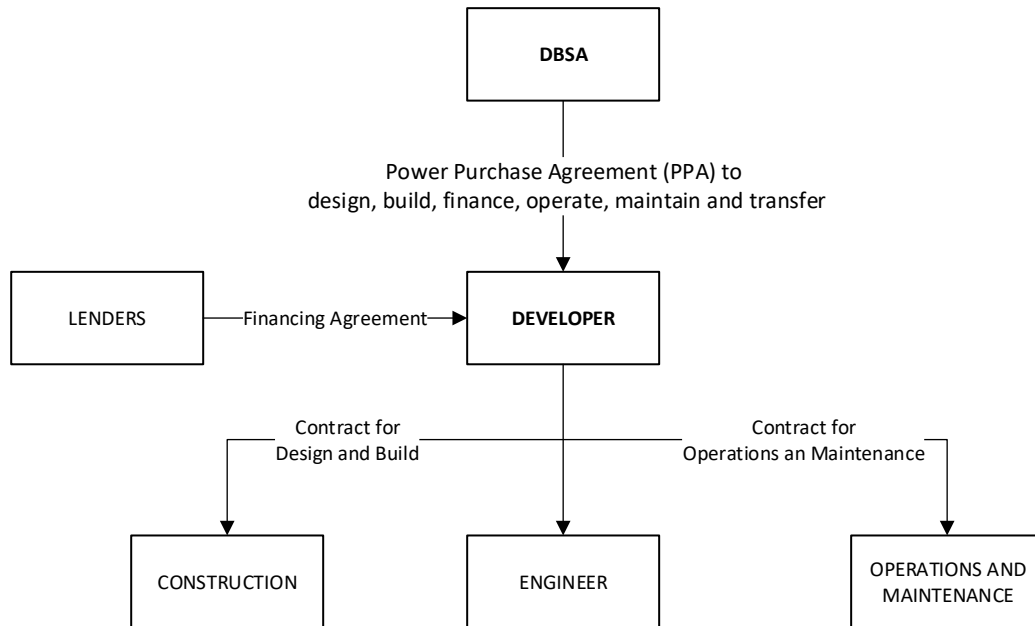
Issue of pre-qualification documents	Friday, November 8, 2024
Submission of pre-qualification Applications	Friday, November 29, 2024
Announcement of pre-qualified Tenderers	Friday, December 13, 2024
Issue of tender documents	December, 2024
Close of tenders	February, 2025
Construction	March, 2025 to October, 2025
Operations and Maintenance	November, 2025 to November, 2035

The programme anticipated above, includes the evaluation of tenders, negotiation and conclusion of the Power Purchase Agreement. The DBSA has collaborated with the CSIR to support the project and has appointed the services of an Environmental Specialist for the environmental screening study (ESS). The ESS will form the basis for the design of all project streams under both Phase 1 and Phase 2.

3. BASIS OF THE CONTRACT

3.1 ENVISAGED POWER PURCHASE AGREEMENT (PPA) STRUCTURE

Figure 2: PPA Structure



3.2 BASIC PRINCIPLES OF THE DBFOMT

The successful bidder will be required, inter alia, to enter into a Power Purchase Agreement with the DBSA. The Developer will therefore have to be a single legal entity competent to transact with the DBSA as such or, in the case of a consortium, must be a legal entity established for the purpose of transacting as such with a joint BEE verification certificate.

The bidder will be required to assume the risks associated with the planning, design, construction, financing, operation, management, control and maintenance of the Project.

3.3 Power Purchase Agreement (PPA)

The PPA will set out the terms and conditions upon which the successful bidder will be appointed and will further govern the relationship between the successful bidder and DBSA in respect of the Project.

The PPA will contain terms and conditions that are standard for agreements of this nature. The PPA is expected to include, among other things, detailed technical designs, plant capacity, operational and maintenance philosophy, tariff structure, plant hand over conditions.

3.4 OPERATIONAL PERIOD

The Operational Period will be 10 years.

ANNEXURE A (i) : EVALUATION CRITERIA TABLES

Table 4: Document format for Company Experience

Name of the project AND year completed	The role of your company	Monetary size of the project (Rands)	Output capacity of the project (MW Solar and/or MWh BESS)	Project details/description	Contactable reference for each of the projects
					Name: Designation: Contact number: Email address:

Table 5: Document Format for details of the bidder's proposed Project Leader and Specialists

Name	Position	Qualification(s)	Years of <u>RELEVANT</u> Experience	Certification(s)	Role / Duties in this Project	<u>RELEVANT</u> Project Experience
						Project descriptions, Clients, Project period, Year Completed, Monetary Values.

[Note to the Bidder: The Bidder may provide this information in a separate page provided it includes the information required per the template and it is clearly marked that it's responding to this Technical Evaluation Criteria.]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

SBD 4

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:

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

.....
.....

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

SBD 4

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

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

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

RESTRICTED SUPPLIERS

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

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

Annexure C

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

Annexure D

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

Annexure E

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

Annexure F

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

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

Annexure G

[General Conditions of Contract]

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

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

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

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

Annexure H

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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