

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:	RFP004/2025
COMPULSORY BRIEFING SESSION DETAILS:	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Link: Compulsory Briefing Session - RFP004/2025</p> <p>25 February 2025 @10H00 (Johannesburg time)</p>
CLOSING DATE:	14 March 2025
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	TECHNICAL STUDIES ON THE NATIONAL IMPLEMENTATION OF COLLECTOR SUBSTATIONS FOR IPP INTEGRATION TO THE GRID.
BID DOCUMENTS DELIVERY ADDRESS:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to submit written requests for clarification via e-mail to lihleSCM@dbsa.org ONLY, quoting the RFP Number on the subject of the e-mail. ➤ Written requests for clarification will be considered up to and including 11 February 2025 16:00 Johannesburg time. Requests received after this date may not be attended to. ➤ Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on 06 March 2025 at 06:00 prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.

	<ul style="list-style-type: none"> ➤ Detailed information and a step-by-step description of the upload procedure can be downloaded here: https://exficon.de/tad/e-procurement/ ➤ Timely submission means that the file must be successfully uploaded by the deadline of 14 March 2025 before 23:55. ➤ In case of problems with the e-submission please contact: e-procurement@exficon.de ➤ 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 RFP004.2025 is 14 March 2025 before 23:55. No physical bids will be received or accepted at the DBSA offices</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP004/2025

DESCRIPTION: TECHNICAL CONSULTANTS FOR THE IPP OFFICE (IPPO) FOR A PERIOD OF 2 (TWO) YEARS TO CONDUCT TECHNICAL STUDIES FOR NATIONAL IMPLEMENTATION OF COLLECTOR SUBSTATIONS FOR IPP INTEGRATION TO THE GRID AS A WAY TO EXPLORE METHODS TO OPTIMISE THE INTEGRATION OF THE RENEWABLE ENERGY TO THE CONGESTED NATIONAL GRID.

COMPULSORY BRIEFING: 25 February 2025 - Tender briefing will be done online via Microsoft teams.

LINK: [Compulsory Briefing Session - RFP004/2025](#)

Time: 10H00 AM Johannesburg time (Microsoft Teams)

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on **06 March 2025** at **16:00** prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: 14 March 2025

CLOSING TIME: 23H55

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	YES		NO	

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.)				
[TICK APPLICABLE BOX]				
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
- 1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.
- 2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.
- 2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
 YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

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

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	Part E: Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

Annexure J: KfW Declaration of Undertaking

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, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (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, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.2 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.2 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. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	18 / 02 / 2025
RFP document available	18 / 02 / 2025
Closing date for tender enquiries	11 / 03 / 2025 by 16h00 (SA Time)
Link requests	06 / 03 / 2025 by 16h00 (SA time)
Closing date and time	14 / 03 / 2025 at 23h55 (Frankfurt Time)
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **25 February 2025** - Tender briefing will be done online via Microsoft teams.

LINK: [Compulsory Briefing Session - RFP004/2025](#)

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

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on **06 March 2025** at **16:00** prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: **14 March 2025**

CLOSING TIME: **23H55**

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

6.2 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.

6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

6.4 The rules contained in this RFP Part C apply to:

- 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
- 6.4.2 the Tendering Process; and
- 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

- 7.1 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.

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1 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.
- 8.2 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).
- 8.3 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.

9. ADDITIONS AND AMENDMENTS TO THE RFP

- 9.1 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.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. 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.

11. CONFIDENTIALITY

11.1 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.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

12.2 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

12.3 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).

12.4 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.

12.5 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.

12.6 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).

12.7 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.

13. UNAUTHORISED COMMUNICATIONS

13.1 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 13 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.

13.2 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.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

15. ANTI-COMPETITIVE CONDUCT

- 15.1 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:
 - 15.1.1 the preparation or lodgement of their Bid
 - 15.1.2 the evaluation and clarification of their Bid; and
 - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, 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.
- 15.3 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.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1 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)
- 16.2 The written complaint must set out:
 - 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 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.

17. CONFLICT OF INTEREST

- 17.1 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.

- 17.2 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.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

- 18.1 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.
- 18.2 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.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, 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.

19. BIDDER'S RESPONSIBILITIES

- 19.1 Bidders are responsible for:
 - 19.1.1 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;
 - 19.1.2 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;
 - 19.1.3 ensuring that their Bids are accurate and complete;
 - 19.1.4 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;

- 19.1.5 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
- 19.1.6 submitting all Compulsory Documents.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

- 20.1 Bidders must ensure that:
 - 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 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.
- 20.4 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.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 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.

21.3 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.

22. 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.

23. RESPONSIBILITY FOR BIDDING COSTS

23.1 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.

23.2 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:

23.2.1 the Bidder is not engaged to perform under any contract; or

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

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

24.1.1 as required by law;

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

24.1.3 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.

25. USE OF BIDS

25.1 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.

25.2 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.

26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

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

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of proof of registration with National Treasury Central Supplier Database (CSD) (provide summary report). Bidder/s must be registered and compliant with CSD in order to do business with the DBSA. Only applicable to SA-registered entities.	72 hours	Y

4	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
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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.

27.1.2 Second Stage – Functional criteria

27.1.3 Only **those** Bidders which score **[75]** points or higher (out of a possible 100) during the functional evaluation of the Second Stage will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

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

27.1.4 Third Stage – price

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

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

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

27.2 First Stage: Pre-Qualifying Criteria

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

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

27.3 **Second Stage: Functional Criteria**

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **75** points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

27.1 A minimum of **75 points out of a 100** for the functional evaluation will qualify the Bid to move on to the Third Stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score **70** points or higher at this stage of the evaluation will not be evaluated during the Third Stage of the evaluation.

27.2 **Third Stage: Price**

27.2.1 the Third Stage of evaluation of the Bids will be in respect of price only **(80/20)**.

28. STATUS OF BID

28.1 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.

28.2 A Bid must not be conditional on:

28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

28.2.4 the Bidder obtaining the consent or approval of any third party; or

28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

28.3 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).

28.4 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.

29. CLARIFICATION OF BIDS

29.1 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 had 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.

29.2 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.

30. DISCUSSION WITH BIDDERS

30.1 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.

30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

30.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

30.4.1 conduct a site visit, if applicable;

30.4.2 provide references or additional information; and/or

30.4.3 make themselves available for panel interviews.

31. SUCCESSFUL BIDS

31.1 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.

31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

31.3 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.

32. NO OBLIGATION TO ENTER INTO CONTRACT

32.1 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.

32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

33.1 By submitting a Bid, a Bidder warrants that:

- 33.1.1 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;
- 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 33.1.3 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;
- 33.1.4 it accepts and will comply with the terms set out in this RFP; and
- 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

34.1 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:

- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 34.1.3 vary or extend any time or date specified in this RFP
- 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 34.1.5 require additional information or clarification from any Bidder or any other person;
- 34.1.6 provide additional information or clarification;
- 34.1.7 negotiate with any one or more Bidder;
- 34.1.8 call for new Bid;
- 34.1.9 reject any Bid received after the Closing Time; or
- 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

35.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

36. MANDATORY QUESTIONS

36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Comply/Accept	Do not comply/Do not accept

36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Comply/Accept	Do not comply/Do not accept

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.	Comply/Accept	Do not comply/Do not accept

36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Comply/Accept	Do not comply/Do not accept

36.1.8

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Comply/Accept	Do not comply/Do not accept

36.1.9

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Comply/Accept	Do not comply/Do not accept

36.1.10

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply/Accept	Do not comply/Do not accept

36.1.11

Only the proposal as submitted on the closing date shall be considered. No Bids for future bids shall be accepted.	Comply/Accept	Do not comply/Do not accept

36.1.12

The Bidder should not qualify the proposal with own conditions. Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Comply/Accept	Do not comply/Do not accept

36.1.13

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Comply/Accept	Do not comply/Do not accept

36.1.14

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical	Comply/Accept	Do not comply/Do not accept

<p>specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>		
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36.1.15

<p>In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.</p>	Comply/Accept	Do not comply/Do not accept

36.1.16

<p>Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.</p>	Comply/Accept	Do not comply/Do not accept

36.1.17

<p>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.</p>	Comply/Accept	Do not comply/Do not accept

36.1.18

Bidders who make use of subcontractors:	Comply/Accept	Do not comply/Do not accept
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.19

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Comply/Accept	Do not comply/Do not accept

36.1.20

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Comply/Accept	Do not comply/Do not accept

36.1.21

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP.	Comply/Accept	Do not comply/Do not accept

36.1.22

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Comply/Accept	Do not comply/Do not accept

36.1.23

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply/Accept	Do not comply/Do not accept

36.1.24

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Comply/Accept	Do not comply/Do not accept

36.1.25

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Comply/Accept	Do not comply/Do not accept

36.1.26

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Comply/Accept	Do not comply/Do not accept

36.1.27

<p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.</p>	Comply/Accept	Do not comply/Do not accept

36.1.28

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services. 	Comply/Accept	Do not comply/Do not accept

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....
.....
.....

Telephone Number:.....FAX number.....

Mobile Number:

Email Address.....

PART E

TERMS OF REFERENCE & PROJECT BRIEF

**PROPOSAL FOR TECHNICAL STUDIES FOR THE NATIONAL IMPLEMENTATION OF COLLECTOR
SUBSTATIONS FOR IPP INTEGRATION TO THE GRID**

1. PURPOSE

The purpose of this Terms of Reference is to source the service of consultants to undertake a once-off study for the implementation of Renewable Energy Development Zones and the national collector stations framework to facilitate the integration and connection of the IPPs on to the national grid for an estimated period of 24 months.

The project will deliver a comprehensive study, and recommendations based on international and local experience, as well as best practices of implementing the cost-effective means to facilitate grid integration of IPPs countrywide through a Collector Substation framework.

2. INTRODUCTION

This document provides the requirements and scope of work for the study to be undertaken by a number of consultants appointed by the DBSA to conduct technical studies for the implementation of National Collector Substations Framework to facilitate grid integration of the IPP countrywide.

The study will be funded by a grant from KFW to support the IPP Office and administered by the DBSA. The Scope of Work (SOW) is described in this document. The requirements as specified in this document are to be followed for developing proposals by the consultants.

3. BACKGROUND

The IRP 2019 makes provision for 15 762 MW of Wind and 6 814 MW of solar PV new generation capacity in the South African power system by 2030. This is new generation capacity that will need to be rapidly connected to the grid as the coal-fired generation fleet reaches the end of its life. One of the most challenging aspects of integrating Renewable Energy (RE) plants (as opposed to coal plants) is that they are dispersed over a large area and that the output variability could potentially cause grid stability problems. The distribution and transmission networks play a critical role in collecting energy generated from the renewable sources and to transmit it to the remote load centres.

Eskom issued the Generation Connection Capacity Assessment (GCCA) in October 2023 and the Addendum to the 2025 GCCA in January 2024, and it shows that the grid is constrained and there is no (zero) capacity for Generation Connection in the Western Cape, Eastern Cape, Hydra Central

and Northern Cape. Although the GCCA addendum was meant to provide 3470 MW which was unlocked through the curtailment methodology, NERSA approval is still pending, thus the curtailment capacity remains unavailable. The GCCA further shows that after the lifting of the cap on private electricity generation, the connection capacity is being depleted at a high rate. The experience with the previous rounds of the Renewable Energy Independent Power Producer Procurement Programme (REIPPPP) revealed that integrating the RE projects onto the Grid has the following challenges:

- RE resources are located in areas where the grid capacity is limited, this capacity has since been depleted in certain areas;
- In areas where there is capacity, suboptimal connection of these RE projects often causes a phenomenon termed blocking, where more capacity cannot be connected as IPP's have taken all available bays or are physically surrounding a substation making access for others difficult;
- Network strength in these areas tends to be low resulting in potential grid stability problems; and
- Because RE programmes are not location-specific, it is not possible to target networks which should be strengthened in each round, in most cases winning bids have to be known before network strengthening projects can be built, this may result in project implementation delays.

The 2024 South African Renewable Energy Grid Survey (Grid Survey) shows an increase in the renewable energy interest from the 66.5 GW in 2023 to 133.7GW. This is the capacity the IPPs indicated that they wish to connect within the period of up to 7 years depending on the level of project readiness.

3.1 PREVIOUS STUDIES

Department of Forestry, Fisheries and the Environment (DFFE) has previously appointed CSIR to conduct a Strategic Environmental Assessment (SEA) to enable effective and efficient roll-out of large-scale wind and solar photovoltaic (PV) development in South Africa. The SEA project culminated in the gazetting of several REDZs (all the phases) and strategic corridors wherein an expedited Environmental Assessment is envisaged, cutting the timeframe for decision-making on application in the REDZs to within 57 days. The consultants will verify the number of all the REDZs gazetted from all the phases of the Environmental SEAs. Figure 1 below shows the REDZ and the strategic corridors.

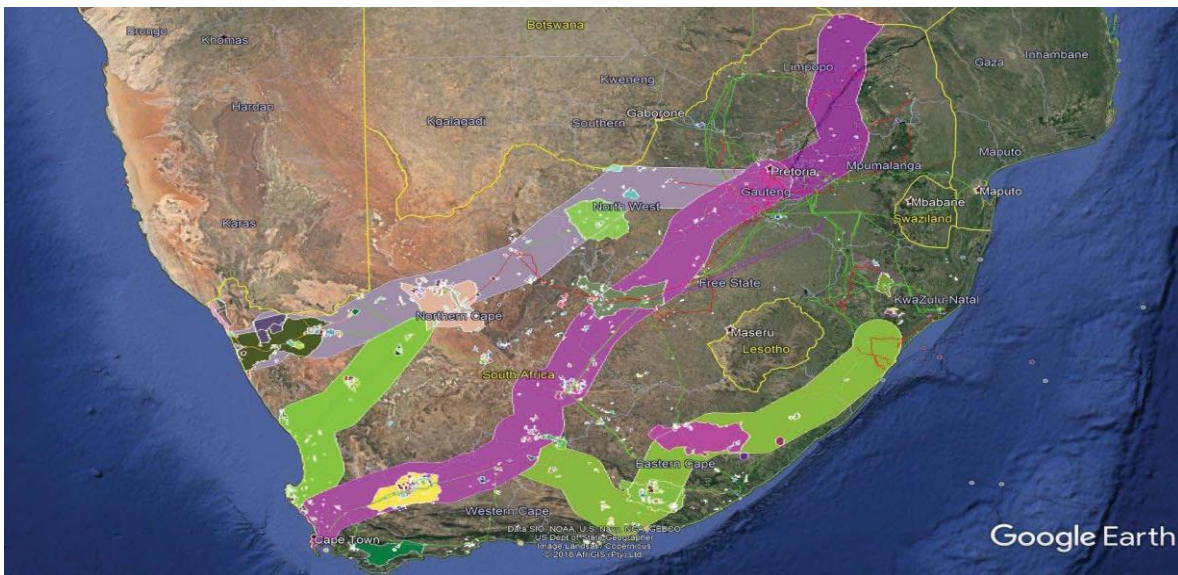


Figure 1: Strategic Corridors and Initial REDZ from the SEA Project

Eskom Transmission has also produced a GCCA document which indicates the network capacity and assists the industry in terms of high-level initial grid capacity assessment. Although the SEA work and the GCCA assist in facilitating connections, much still needs to be done in terms of designs and enablement of grid infrastructure development to facilitate IPP connections. Eskom has proposed a collector station framework to enable orderly and optimal connection of IPP's within a REDZ or any other areas where there is a high concentration of renewables.

Eskom in collaboration with SAPVIA, SAWEA and the industry at large has published the South African Renewable Energy Grid Survey which shows the significant increase in interest on the volume of renewables scattered around the country. The interest increased from 66.5 GW in 2023 to 133.7 GW in the 2024 survey. This is the capacity that requires to be connected to the grid. This is further broken down to the level of project readiness and it proves that there is 60.3 GW of contracted capacity that is at advanced development level that will require to be connected in the next 3 years. This gives rise to a need to find means to collect these renewables and integrate these resources to the grid through collector networks.

In 2022, IPP-Office together with Eskom and KfW commissioned a study to assess the feasibility of the implementation of the REDZ and collector network enablement, and the study was completed in June 2024. The study focused on six study areas not in the whole REDZ national footprint. The outcome of the study shows the number of collector substations per area and the associated costs for the development of those substations. The key outcome of the study was the collector substation

framework and the associated grid costs, and this framework can be used for developing collector networks in any part of the grid. Following the successful conclusion of the study, Eskom and the IPP Office saw the need to extend the study to the entire country and also to develop an implementation plan.

3.2 STUDY AREAS

The national collector substations study will cover the whole country in alignment with the South African Renewable Energy Grid Survey 2024. However, it is important to highlight that for the ease of the execution of the study, it is imperative to split the country into several study areas.

Table 1 shows the areas that have been identified as potential study areas, the aim is to cover the entire country which is composed of 9 Operating Units (OU). These are further divided into Renewable Energy Parks (REP). Each OU will have at least one REP. Some OUs have as much as five REPs. Each consultant will be allocated an OU as a study area. In addition, one consultant will be appointed to manage the project interfaces and the overall consolidation of the works. The scope for the tenth consultant referred to as a Project Management-Consultant is covered on a separate ToR and it is published as a separate RFP.

Some areas are known to have high Renewable Energy resources with little interest from the IPP or developers due to the lack of network in these areas. These are not included as part of the REP, however, there is a need for development of the collector network in these areas hence these will be included in this study. These areas are highlighted in red on Figure 2, they are in Northern and Eastern Cape. The appointed consultant in these areas will be required to develop “theoretical” collector networks using sound assumptions as the basis. Such theoretical collector networks shall be ringfenced and clearly marked to show that they are not based on the existing/surveyed interest, their intention is to demonstrate that there are potential solutions to connect should the interest arise.

Table1: OUs and the number of REPs

Item No	OU	Number of REP	Virtual REP
1.	Limpopo	3	0
2.	Gauteng	1	0
3.	North West	1	0
4.	Mpumalanga	2	0

5.	Kwazulu Natal	2	0
6.	Free State	2	0
7.	Northern Cape	5	2
8.	Eastern Cape	3	1
9.	Western Cape	4	0

Figure 2 shows the demarcation of the various study areas. There are 23 REPs in total which is made of the summing of the sub-REPs. The list of sub-REPs will be shared with the consultants at award when the work commences. The REPs show the Application (A) data which is the summation of the number of connection applications in the area and the results of the Survey (S). There could be an overlap between application and survey data, and this will need to be filtered further.

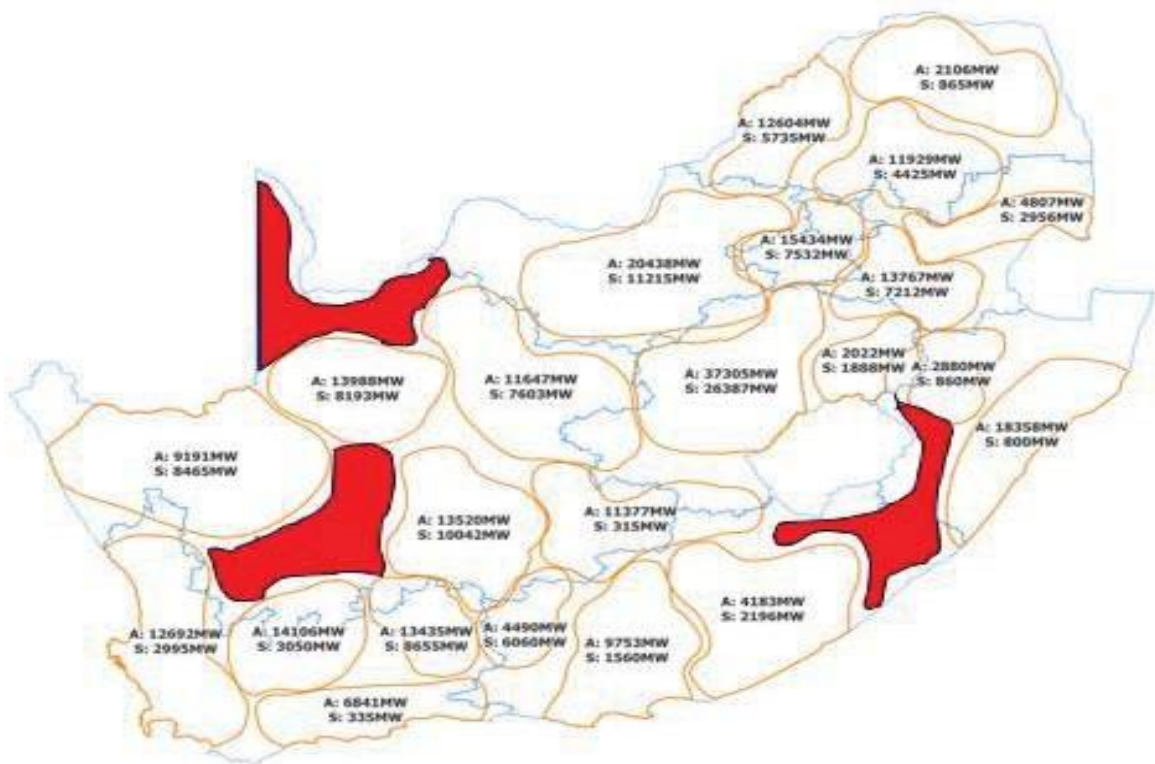


Figure 2: Potential Study Areas for the Collector Substation Development

In view of the above, there is a requirement to appoint suitably experienced and qualified Consultants to assist and support the IPP Office in conducting technical studies. The technical Consulting firms must have the following expertise:

- Technical Advisory i.e. Network Planning Specialists, GIS specialists, and Costing Engineers;
- Legal Advisory i.e. Environmental and Regulatory Specialists;
- Financial/Economic Advisory.

4. SCOPE OF WORK

The IPP Office is looking to procure the services of a suitably experienced team of consultants to apply international and local best practices to implement the cost-effective means to facilitate grid integration of IPPs countrywide through a Collector Substation framework. The outputs of the study will amongst others, provide a comprehensive report which details the number of collector substations per REP and the associated costs for implementation and regulatory requirements.

The RE grid survey potential is clustered into REPs that are within OUs. Each OU will be allocated to a single consulting firm. The OUs have at least one REP and there are some with multiple REPs within its boundaries. There are some REPs that overlap the OU borders. These will be considered to fall under the OU where the majority of the area falls. Based on the resource volume available and the interest in the OUs, the consultant will determine the number of collector substations needed in the area of study based on the maximum capacity and the framework for the collector substations. The consultants must indicate the number of substations and lines that need to be developed in line with the collector framework.

Table 2 sets out the scope of work and the expected outcomes for the enablement of different zones to meet the aspirations of IRP 2019.

Table 2: scope of work for the study

PHASE 1: INCEPTION REPORT		
Task	Information (Source) - Provided to Eskom	Output
For the defined study areas (OU), provide detailed methodology and duration to conduct the work stipulated hereunder.	Geo-package file with the following: 1) Areas with High wind and PV Potential (SEA) 2) EIA Applications from IPPs (DFFE) including environmental sensitive	a) Validate the GIS information provided with the original data sets. b) Pre-appraisal of the initial allocation provided by Eskom. c) Detailed methodology.

	<p>information within the REP.</p> <ol style="list-style-type: none"> 3) Substation layer with 60km radius demarcation layer 4) Renewable Energy Development Zones layers 5) Renewable energy grid survey 2024 6) Provincial/OU boundaries layers 7) Transmission lines layers 	
PHASE 2: APPLICATION OF THE COLLECTOR DESIGN FRAMEWORK, AND DESKTOP STUDIES		
Task	Information Provided (Source) – Eskom to provide	Output
For the allocated OUs, use current collector design framework/standard to determine the transmission and sub- transmission infrastructure requirements at high level considering the generation to be connected in each area factoring the GIS information	<ol style="list-style-type: none"> 1) Collector station framework document (Eskom) 2) Strategic IPP Connection document (Eskom) 3) Dx PowerFactory Casefile 4) Dx network information 5) Load and generation Forecast 6) Network Development Plans, Network Master Plans, Strengthening plans, Direct Customers 7) High level telecommunication layer for each REP 8) GLS study report 	<ol style="list-style-type: none"> a) Short Report on the number of optimally distributed substations, collector substations, and satellite stations b) Report on the outcome of the assessment of the grid /Voltage stability based on the system strength
Conduct (DESKTOP) strategic environmental framework (SEF) (also called environmental constraints framework – ECF) studies to determine environmental sensitivity for possible servitudes that will be required for the infrastructure. The SEF must rank sensitivity according to high, medium and low. Clear assumptions must be provided by the Consultant.		<p>Strategic environmental framework report with maps in .pdf, KMZ (Google Earth) and GIS shape file formats.</p> <ol style="list-style-type: none"> a) GIS layers indicating preliminary routes to accommodate the collector networks b) High level capital expenditure for the basic infrastructure per collector network c) Initial load flow study report

Provide the cost estimate for the implementation of the collector design for the full capacity of the substation and the interconnection to the MTS	Network Assumptions	Costing	Provide cost estimate as per breakdown on the Pysicals.
PHASE 3: ENGAGEMENTS WITH STAKEHOLDERS, PRELIM DESIGN ADJUSTMENTS, AND PROCUREMENT STRATEGY			
Task	Information (Source) - Provided Eskom to provide		Output
Conduct engagements with interested and affected parties with respect to EIA and rights procurement based on desktop studies with the view of procuring commitments from these parties and evaluating possible fatal flaws. it must be noted that there has been a lot of work done by IPPs to procure servitudes and conduct EIAs in most of the areas. to avoid duplication, it is strongly recommended that the consultants liaise with the IPPs with the assistance of Eskom's land and rights department.			<ul style="list-style-type: none"> a) Report of each collector network based on these engagements and likelihood of attaining these servitudes based on engagements. b) Revised GIS layers indicating likely line routes that can be secured and a c) Revised Capital expenditure based on the engagements. d) Revised allocations based on discussions. e) Revised load flow studies and associated case files f) High level implementation plan which aligns to both the NDP and the TDP expansion requirements and IPP projects readiness
Scan legislation for possible concessions of EIA legislation with respect to implementation of REIPPPP (e.g. do IPP's enjoy a relaxed process of 6 months as sometimes alluded) and make recommendations regarding the identified servitudes and EIA's.			<ul style="list-style-type: none"> a) Report recommending the EIA and servitude procurement strategies including expected timelines to procure
PHASE 4: FULL REPORT AND RECOMMENDATIONS			
Produce a full report encompassing all the tasks as well as the Recommendations and Conclusions. At minimum the report must cover the			<ul style="list-style-type: none"> a) Based on the previous points, produce a full report that makes recommendations on all the tasks above as well as a possible re-allocation of capacity and various procurement strategies for land and rights as well as infrastructure needs.

topics as per template in section 6 of this ToR		b) Submit all required deliverables that should be part of the final report which are listed below: <ul style="list-style-type: none"> • PowerFactory Casefile • GIS Shapefiles • Single Line Diagrams (SLDs) • PowerBI analysis • Presentation c) Present the study at the Eskom's OU Planning Review Committees /Forums (PRC/PRF)
PHASE 5: PUBLIC VERSION REPORT		
Produce an executive summary report to be published in the public platform.	Template for a public version report	Produce a concise report which does not include sensitive details. The report will only share key information that is relevant for public consumption
PHASE 6: KNOWLEDGE TRANSFER		
Compile the training manuals and provide the training to the identified resources	List of the resources that will require training and training site (Venue)	a. Training manual b. Present in a classroom format and demonstration

NB: All the information will be provided via a secure access portal and is to be treated as strictly confidential and may not be shared with other parties. The NDAs will be signed as soon as the contracted is awarded No work will commence unless the NDAs are signed.

It is anticipated that the work will be undertaken in collaboration with the Department of Energy and Electricity (DEE), the IPP Office, KfW, DFFE, Eskom Distribution, NTCSA, and NERSA.

5. PROPOSAL

Proposals need to clearly state the following information:

1. Understanding of the scope;
2. Study approach and methodology;
3. Applicable experience of the resources (Network Planning and Power Systems studies, RE Integration, Finance, Environmental and legal);
4. Deliverables (including timelines and cost per deliverable);
5. The table below is indicative of the deliverables, timeframes and must be completed stating the resource experience and cost.

Deliverable	Timeline	Resources assigned and relevant experience	Cost
Draft Inception Report (Study Assumptions, Methodology, Timelines, Risks/Mitigation)	March 2025		
Signed Inception Report	May 2025		
Phase 1: preliminary project schedule	June 2025		
Phase 2: application of the collector design framework, and desktop studies	July 2025 – September 2025		
Phase 3: engagements with stakeholders, prelim design adjustments, and procurement strategy	October 2025 – April 2026		
Phase 4: draft full report and recommendations	May 2026		
Signed off Final and public version Report	July 2026		
Road Map for implementation and Risk Framework including market sourcing.	July 2026		
Training to Distribution, Transmission and IPPO resources	August 2026 to September 2026		
Total (Exc. Vat)			

- Resources, rates per person and hours allocated. Note that all resource cost need to roll-up to a deliverable;

- Disbursements: As per standard DBSA/IPP Office Policy

6. REPORT TEMPLATE

For the sake of uniformity, the reports must at minimum cover the following topics. The detailed template with subheadings will be shared:

1. Background and Objectives
2. Area IPP Development Perspective (Surveys, GAU data provided by Eskom)
 - Rank according to the probability of realization: high, medium and low
 - Quantities
 - Technology
 - RE generation profiles
 - Per Province, RE Park, Substation
3. Area Load Demand (Forecast to be provided by Eskom)
4. Environmental Constraints Framework or SEF
5. Transmission Network Assessment
 - Existing and planned
 - Curtailment
 - Energy Storage
 - Synchronise Condensers
6. Distribution Network Assessment and New substation identification
7. NDP/Future Projects vs. Designed Collector Network
8. Network Assessment Lines Supply Options
9. Proposed Collector Network
10. Project Costing, Associated Physicals, Capex, Techno-economic justification (PEM)
11. Collector Network Implementation Procedure
12. Local and Regional Renewable Resource Coincidence Factors
13. Network Plans in PowerFactory

7. DELIVERABLE ACCEPTANCE CRITERIA

Deliverables will only be paid once accepted by the IPP Office and presented and accepted by the Eskom OUs PRC/PRF. PRC/PRF meeting minutes to be used as proof The following deliverable acceptance criteria will apply prior to accepting a deliverable as final:

- Project Manager review;
- Presentation to Steering/Study Committee
- KfW representative sign off
- Should rework be required, the deliverable will be returned to the consultants;
- The consultant will distribute a revision update for review as described above.

8. IPP OFFICE COST MANAGEMENT

The TA will invoice in accordance with the SOW and their proposals.

The following should also be clearly noted on the supporting documentation:

- The PO number,
- Deliverables and cost per deliverable (deliverables need to be stated exactly as per the PO).
- deliverable document number,
- Resources and rate/hr; and
- Expenses incurred.

The DBSA policy applies taking into consideration any other requirements from KfW as the grant provider.

TA must also note the following IPP Office requirements:

1. Approved POs are required for the rendering of any service by a third party. No work instruction may be issued without an approved PO;
2. Technical Consultants assumes the risk when performing work without a PO or in excess of an approved PO amount, not the IPP Office.
3. Technical Consultants can only sub-contract with prior approval from the DBSA. On agreement, POs will be issued to the contracted firm only.

4. PO requests need to be accompanied by a written Scope of Work (SOW) with a focus on deliverables and a formal proposal from the relevant Technical Consultant in line with the SOW issued. Rates as per the DBSA contract and hours assigned to the deliverable need to be stipulated and deliverables clearly indicated. The budget owner is required to sign-off on PO requests.
5. Full payment of an invoice is dependent on IPP Office approval/acceptance of deliverables. Technical Consultant invoices for work completed needs to reach the IPP Office for processing within a period of three months after submission/acceptance of deliverables.
6. Invoices received prior to the 1st working day of any month will be paid by the first Friday of the following month. Payment may be another month later if received after the 1st working day.
7. Invoices need to be accompanied by detailed timesheets and receipts for reimbursements. Travel claims need to be aligned to the travel policy.

9. EVALUATION CRITERIA

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	Weighting points	Supporting documentation found on Page No. or Not Found	Score												
Company Experience:	The tenderer must have experience in providing multi-disciplinary research i.e. technology (Network Planning and Power System Studies), finance, legal and economic development, and provide a detailed company profile addressing amongst others but not limited to: <ul style="list-style-type: none"> • Functional structure of the 	Bidder to provide a detailed company profile covering all elements indicated. Each discipline will be assessed on the criteria below: <table border="1" style="margin: 10px auto; width: 60%;"> <thead> <tr> <th style="text-align: left;">Company details</th> <th style="text-align: center;">Score</th> <th style="text-align: left;">Measure</th> </tr> </thead> <tbody> <tr> <td>No response</td> <td style="text-align: center;">0</td> <td>No information</td> </tr> <tr> <td>Functional Structure of company or companies and services provided in line with the research project</td> <td style="text-align: center;">10</td> <td>Provided</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">10</td> <td></td> </tr> </tbody> </table>	Company details	Score	Measure	No response	0	No information	Functional Structure of company or companies and services provided in line with the research project	10	Provided	Total	10		30		
Company details	Score	Measure															
No response	0	No information															
Functional Structure of company or companies and services provided in line with the research project	10	Provided															
Total	10																

	<p>company or consortium</p> <ul style="list-style-type: none"> Services provided and experience of their lead team members of the different research disciplines listed above 	<p>If there is no response for any one of the company details the total average experience score will be 0.</p> <table border="1" data-bbox="667 454 1163 929"> <thead> <tr> <th>Company ' s experience</th> <th>Score</th> <th>Years' Experience</th> </tr> </thead> <tbody> <tr> <td>No response</td> <td>0</td> <td>No information</td> </tr> <tr> <td>Poor</td> <td>5</td> <td>Less than 1 years</td> </tr> <tr> <td>Satisfactory</td> <td>10</td> <td>1 < Years < 3 years</td> </tr> <tr> <td>Good</td> <td>15</td> <td>3 < Years < 5 years</td> </tr> <tr> <td>Very Good</td> <td>20</td> <td>Years >5</td> </tr> </tbody> </table> <p>The total score will be calculated as an average score of all the disciplines (Technical, Finance and Legal).</p>	Company ' s experience	Score	Years' Experience	No response	0	No information	Poor	5	Less than 1 years	Satisfactory	10	1 < Years < 3 years	Good	15	3 < Years < 5 years	Very Good	20	Years >5			
Company ' s experience	Score	Years' Experience																					
No response	0	No information																					
Poor	5	Less than 1 years																					
Satisfactory	10	1 < Years < 3 years																					
Good	15	3 < Years < 5 years																					
Very Good	20	Years >5																					
Team experience	<p>Team leaders and team member must have proven experience in the energy sector and in particular RE that extends over 15 years in network planning and power systems studies, project finance and legal</p>	<p>Bidder to provide CVs for the Team Leaders and team members which demonstrate the experience in the energy sector more especially RE and indicate the number of years in network planning and power system studies and as well as legal and finance. The experience for each team leader will be evaluated individually and the average score will be calculated. The proof of professional registration with ECSA for the team leader must be provided together with qualifications (Electrical, Finance and Legal) for all team members including the team leader.</p> <table border="1" data-bbox="667 1576 1117 1942"> <thead> <tr> <th>Team experience</th> <th>Score</th> <th>Years' Experience</th> </tr> </thead> <tbody> <tr> <td>No response</td> <td>0</td> <td>No information</td> </tr> <tr> <td>Poor</td> <td>3</td> <td>Less than 3 years</td> </tr> <tr> <td>Satisfactory</td> <td>6</td> <td>3 < Years < 9 years</td> </tr> <tr> <td>Good</td> <td>12</td> <td>3 < Years < 15 years</td> </tr> </tbody> </table>	Team experience	Score	Years' Experience	No response	0	No information	Poor	3	Less than 3 years	Satisfactory	6	3 < Years < 9 years	Good	12	3 < Years < 15 years	15					
Team experience	Score	Years' Experience																					
No response	0	No information																					
Poor	3	Less than 3 years																					
Satisfactory	6	3 < Years < 9 years																					
Good	12	3 < Years < 15 years																					

		Very Good	15	Years >15			
References / Track Record	Testimonials of previous similar work conducted	Attach (5) five or more written testimonials or reference letters relating to the understanding of Services (Network Planning and Power System Studies including Project Finance and Legal) :			15		
		Testimonials/reference letters	Score				
		Five (5)	15				
		Four (4)	12				
		Three (3)	9				
		Two (2)	6				
		One (1)	3				
None (0)	0						
Capability to deliver	<p>Analysis and alignment of response to the scope of work</p> <ul style="list-style-type: none"> • Demonstrate an understanding of the South African Electricity Energy environment and the change factors. • Demonstrate the research methodology and approach. • Demonstrate the Project Plan and Resource allocation. • Demonstrate Fee Breakdown per milestone and Total fee 	Provide comprehensive and detailed methodologies of the implementation of technical study.			40		
		APPROACH	SCORE	Bidders Understanding of the SOW			
		No response	0				
		Poor	10	The approach plan or methodology is poor and not tailored to address the specific project objectives			
		Satisfactory	20	The approach plan or methodology is generic and not tailored to address the specific project objectives			
		Good	30	The approach plan or methodology is specific and tailored to address the specific project objectives			
Very Good	40	The approach plan or methodology is specific and tailored to address the specific project objectives and covers in full all of the elements					
		Total			100		

A total score of **75** should be achieved for a bidder to be evaluated further for Price and preference points basis.

10. APPROACH TO PROCUREMENT

The DBSA, with this Terms of Reference, is inviting consultants through an open tender to provide their resources and pricing in terms of the aforementioned scope of work.

10.1 Procurement strategy

Each consultant is required to bid for all 9 OU areas. The consultants are expected to submit 9 proposals with a separate cost estimate for each OU. Proposals per OU area of the consultants who meet the evaluation threshold score of 75 will be ranked in terms of cost. The consultant with the lowest cost proposal for an OU area will be allocated that OU for study. There is no limit on the number of OU areas a consultant can be allocated. However, the DBSA reserves the right to limit the number of OU areas to four (4) to a single consultant which may be based on a risk assessment such as resource capacity or limited opportunity for wider skills development experience in the country. In such cases the next lowest bidder for an OU area will be allocated. The DBSA reserves the right to negotiate the final price upfront before final contract award.

10.2 Governance Arrangements

This study will cover 9 OUs and there is a separate RFP for Project Management consultant to coordinate and consolidate the studies from these OUs. Because of the limited number of consultants that are available to carry out the scope of work proposed in this RFP, bidders may make proposals for the Project Management consultant, provided that they ensure the establishment of appropriate governance arrangements within their firms to ensure that the resources are not shared between the projects. Firms may use “Chinese walls” in order to ring-fence the services of any such conflicted individuals and so as to allow the firms, but not the individuals, to offer services to both projects. This is also applicable where a single consulting firm is awarded more than one OU.

Annexure A

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

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP004/2025: TECHNICAL STUDIES ON THE NATIONAL IMPLEMENTATION OF COLLECTOR SUBSTATIONS FOR IPP INTEGRATION TO THE GRID.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

(Name and address of organisation)

**Name and
signature of
witness**

Date

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with

the evaluation and or adjudication of this bid?
 2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

4. DECLARATION

I, _____ THE _____ UNDERSIGNED
 (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
PREFERENCE POINTS	20/10
Total points for Price and Preference Points	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

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

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

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

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

ANNEXURE L – KfW Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")¹
To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labor or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of*

1 Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

2 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International

Labor Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ in the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: _____ Dated: _____