



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:	RFP028/2025
COMPULSORY ONLINE BRIEFING SESSION DETAILS:	<p>04 APRIL 2025 @ 14H00 PM (Johannesburg time)</p> <p>Via MS TEAMS</p> <p>Join on your computer, mobile app or room device</p> <p><u>Briefing session Link for RFP028/2025</u></p> <p>Meeting ID: 369 605 482 480</p> <p>Passcode: Dk3NY3iS</p>
CLOSING DATE:	14 APRIL 2025
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	<p>APPOINTMENT OF LEGAL TRANSACTION ADVISORS FOR THE RENEWABLE ENERGY IPP PROCUREMENT PROGRAMME BID WINDOW 7.5 AND 8: RFP DESIGN AND DRAFTING, EVALUATION OF BIDS RECEIVED, APPOINTMENT OF PREFERRED BIDDERS AND THE COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES FOR A PERIOD OF 36 MONTHS</p>
BID DOCUMENTS ELECTRONIC SUBMISSION:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <p>➤ Bidders are required to submit written requests for clarification via e-mail to <u>Rosinahscm@dbsa.org</u> , quoting the RFP Number</p>

	<p>on the subject of the e-mail. This must be done three (3) working days before submission day.</p> <ul style="list-style-type: none"> ➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➤ Written requests for clarification will be considered up to and including 11 APRIL 2025 17:00 Johannesburg time. Requests received after this date may not be attended to. ➤ Any requests after the stipulated date and time may be disregarded. <p>NB: Electronic submission is encouraged for all bidders interested in this tender.</p> <p>Closing date of this RFP028/2025 is 14 APRIL 2025 before 23h55. 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: RFP028/2025

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COMPULSORY ONLINE BRIEFING:

DATE & TIME: 04 APRIL 2025 @14H00 PM (Johannesburg time)

Via MS TEAMS Join on your computer, mobile app or room device

[Briefing session Link for RFP028/2025](#)


Meeting ID: 369 605 482 480

Passcode: Dk3NY3iS


CLOSING DATE: 14 APRIL 2025

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1_Financial Proposal

 Folder 2_Technical Proposal

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

BID SUBMISSION LINK REQUESTS:

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

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

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions :

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

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

YES **NO**

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission |
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Bid |
| <input type="checkbox"/> | <input type="checkbox"/> | Part B: Terms and Conditions of Bidding |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Checklist of Compulsory Returnable Schedules and Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Part D: Conditions of Tendering and Undertakings by Bidders |
| <input type="checkbox"/> | <input type="checkbox"/> | Part E: Specifications/Terms of Reference and Project Brief |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: SBD4 Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: Certified copies of latest share certificates, in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria. |

Annexure J: General Condition of Contract

Annexure K: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2022 published in terms of the PPPFA.

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: Rosinahscm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY ONLINE BRIEFING: **Microsoft Teams meeting**

DATE & TIME: 04 APRIL 2025 @14H00 (Johannesburg time)

Via MS TEAMS Join on your computer, mobile app or room device

[Briefing session Link for RFP028/2025](#)

Meeting ID: 369 605 482 480

Passcode: Dk3NY3iS

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

CLOSING DATE: **14 APRIL 2025**

CLOSING TIME: **23H55**

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

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

6. STATUS OF REQUEST FOR PROPOSAL

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

will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to Rosinahscm@dbsa.org
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

14. ANTI-COMPETITIVE CONDUCT

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

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.
- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

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

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

17. LATE BIDS

17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

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

- 18.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

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

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.1 as required by law;

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

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

24. USE OF BIDS

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

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1 - Prequalifying and Functionality proposal Separate from Folder 2 - Pricing and Preferential Assessment	Pre-Qualifier	Y
2	All Bidders must be law firms “the firm” and a) If the firm is an unincorporated partnership, a. provide a partnership letter from the firm confirming the details of the partnership and a resolution confirming authorization to bid, b. for each admitted attorney forming part of the bid response project team provide, i. a valid certificate of registration and Good Standing with the Legal Practice Council (“LPC”); and ii. a Fidelity Fund Certificate. b) If the firm is a juristic entity, a. a valid certificate of registration with the Legal Practice Council (“LPC”) in the name of the firm. b. for each admitted attorney forming part of the bid response project team provide, i. a valid certificate of registration and Good Standing with the Legal Practice Council (“LPC”); and ii. a Fidelity Fund Certificate	Pre-Qualifier	Y
3	Attendance of the Compulsory Online 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

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

26.1.2 **Second Stage – Functional criteria**

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

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

26.1.2 **Third Stage – price and preference**

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

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

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

27. Risk Analysis and Objective Criteria

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

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

28. Due Diligence

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

a. Judgements and criminal convictions

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

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

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

c. Performance

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

d. Reputational harm

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

e. Restricted/Blacklisted

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

f. Vetting

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

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

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;

- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

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

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

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

30. STATUS OF BID

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

30.2 A Bid must not be conditional on:

- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
- 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
- 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
- 30.2.4 the Bidder obtaining the consent or approval of any third party; or
- 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

31.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

32. DISCUSSION WITH BIDDERS

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

32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

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

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

32.4.1 conduct a site visit, if applicable;

32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

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

33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

34. NO OBLIGATION TO ENTER INTO CONTRACT

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

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

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

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

36. DBSA'S RIGHTS

36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

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

37. GOVERNING LAWS

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

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

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

PART E

TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION

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

2. BACKGROUND AND PURPOSE

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

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

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

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

As a continuation under the Third Determination, the IPP Office is planning to procure additional new generation capacity under Bid Window 7.5 and under Bid Window 8 of the Renewable Energy Independent Power Producer Programme (REIPPPP).

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

have highlighted the impact of grid constraints in bringing the planned and required new generation capacity online. In Bid Window 6, only 1000MW out of 4200 MW determined could be allocated as a result of grid capacity constraints. Similar outcomes were achieved in Bid Window 7. The Bid Window 7.5 & 8 roll out is dependent on finding a workable solution in the short term to the grid constraints identified.

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

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

Various developments have been taking place in the sector including:

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

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

- a. Review of the procurement framework and RFP suite of documents (incl. the evaluation methodology and templates and the proforma forma agreements) in view of lessons learnt, current market developments and challenges experienced on the REIPPPP and to ensure compliance with latest National Treasury SCM notes on public procurement;

- b. Consideration of how the benefits of Renewable Energy credits could be monetized to ensure better Value for Money and benefit under the REIPPPP;
- c. Reviewing and updating as the case may be, the Concept and RFP suite of documents for Bid Window 7.5 and drafting of the Bid Window 8 REIPPPP Concept and RFP (or RFPs) as the case may be;
- d. Drafting the Power Purchase Agreement (PPA) to be entered into with the Buyer, the Implementation Agreement (IA) to be entered into with the Department; the Independent Engineer Agreement, relevant Connection Agreements as well as the Direct Agreements and Government Support Framework Agreement;
- e. All activities related to Evaluations of the Bids Submitted; and
- f. All activities associated with Legal, Commercial and Financial Close.

2.1 Bid Window 7.5 and Bid Window 8 Concept development and RFP Drafting

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

- A concept note to be developed/ reviewed and updated by the Transactional Advisors and to be finalised in consultation with the IPPO, DMRE and key stakeholders including market engagements if required and engagement with key Governmental regulatory authorities, including NERSA, Eskom, DFFE;
- Studies and concepts that were undertaken or are being developed by the IPP Office must be reviewed and considered for inclusion in concept development;
- Consideration and improvements based on previous REIPPPP Bid Windows;
- The requirements of the IRP 2019 and Integrated Resource Plan 2023 (IRP 2023) for energy security as well as those of the System Operator for balancing of the system, including but not limited to ancillary services and dispatchable or variable energy output;
- To procure the capacity on a least cost basis at the most competitive and affordable price, and least regret basis and that it should not worsen Eskom's (the Buyer) financial position or unduly increase government's contingent liability;

- To achieve a Commercial Operations Date (COD) at the set times,
- To support the transition to cleaner energy sources.
- To support the just transition and socio-economic transformation agenda of Government encourage opportunities for black industrialists and support the development of black independent power producers; and
- To facilitate investments in the energy sector, support economic growth, increase job, opportunities and support local manufacturing opportunities.

The team of Transaction Advisers will consist of:

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

2.2 Bid Evaluation, Commercial and Financial Close Activities

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

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

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

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

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

2.3 Fee Proposals

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

Additionally, the Transaction Advisors are required to provide their hourly charge rates.

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

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

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

In responding to this ToR, the Transaction Advisors are required to note that a separate or distinct fee proposal should be provided for Bid Windows 7.5 and Bid Window 8. It should also be noted that a firm will be appointed for the Drafting and Development of the RFP, Evaluation and Financial Close activities for both Bid Window 7.5 and Bid Window 8.

There will be a need for the teams to work collaboratively, as is necessary on deliverables.

This Terms of Reference is being sent to open market.

3. SCOPE OF WORK

3.1 Drafting of the RFP

The key requirement for Bid Window 7.5 and Bid Window 8 REIPPPP will be to procure Renewable Energy capacity from the determined technologies within stated lead times. Considering the timeframe for the procurement process, together with the construction lead times, this RFP is being released to the market with the aim of ensuring connection as soon as possible and having due regard to the current grid capacity constraints.

Drafting the RFP for the Bid Window 7.5 and Bid Window 8 REIPPPP will be based on the Concept Note to be finalised together with the DMRE, IPPO and key stakeholders. It is anticipated that the RFP will consider past RFP documents and Project Agreements, ensure compliance with updated legislative requirements, following similar document structure with similar categories of qualification and evaluation criteria adopted for the specific nature of the REIPPPP Bid Window 7,5 and Bid Window 8 and lessons learned to date. However, it must be highlighted that REIPPPP Bid Window 7,5 and Bid Window 8 will be different from the previous bid windows in terms of applying innovative approaches to addressing grid capacity constraints to ensure a successful programme, together with a robust evaluation methodology that is reflected both in the RFP and the evaluation templates and taking into account the recommendations from the Transaction Advisors on revisions required to the current procurement approach. Furthermore, the Legal Transaction Advisors will need to have due regard to current market developments and the various studies on government support and carbon credits which have been commissioned by the IPP Office.

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

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

CONCEPT DEVELOPMENT FOR BID WINDOW 7.5 AND BID WINDOW 8:

- 3.1.1 Review of the procurement framework in view of lessons learnt, current market developments and challenges experienced on the REIPPPP.
- 3.1.2 Develop and/or review and update the Concept Note to be finalised together with the IPPO, DMRE, Eskom and key stakeholders.
- 3.1.3 Conduct comprehensive market engagement activities to gather insight, feedback and potential solutions from industry stakeholders necessary for finalising the Concept Note and drafting the RFP, including the preparation of any required reports and presentations.
- 3.1.4 Recommendations on required amendments to the procurement approach, evaluation methodology and commercial structure (if any) as a result of any anticipated or prevailing legislative changes.
- 3.1.5 Regulatory review and recommendation on any regulatory changes required, including any required changes to the Electricity Regulations on New Generation Capacity, the NERSA Codes as well as consideration of any required changes to the Eskom Grid Connection suite of agreements and operating standards and procedures that could impact the Power Purchase Agreement.
- 3.1.6 Consideration of the following studies currently under development or concluded by the IPP Office:
 - Renewable Energy Credits and their monetization to ensure better Value for Money and benefit under the REIPPPP; and
 - Government Support Framework.

- 3.1.7 Prepare for and participate in or facilitate Stakeholder engagements as part of getting final commitment and agreement to the RFP.
- 3.1.8 Preparation of a risk matrix based on the full value chain ensuring that risks are allocated to those parties best suited to cost effectively manage or mitigate those risks.
- 3.1.9 Advise on appropriate amendments to the Project Agreements in response to market developments, best practice and in support of optimal Value for Money, commercially viable agreements and appropriate risk allocation.
- 3.1.10 Consideration of recommendations from the Technical, Financial and Economic Development Transaction Advisors for inclusion of their inputs and concepts into the RFP suite of procurement documents.

RFP DRAFTING FOR BID WINDOW 7.5 AND BID WINDOW 8:

- 3.1.11 Consideration, enhancing and developing of the technical concepts, criteria and terminology in the RFP including incorporation of the outcomes of the concept note as approved by the DMRE and the IPP Office.
- 3.1.12 Prepare for and if required participate in or facilitate Stakeholder engagements as part of getting final commitment and agreement(s) to the Concept Note/Notes for the RFP drafting.
- 3.1.13 Take overall responsibility for drafting and finalizing the RFP suite of documents, including all Project Agreements and Returnable Schedules applicable thereto, to ensure a quality final end product.
- 3.1.14 The RFP documentation should be in line with the latest market developments, aligned with the range of services required by the System Operator; and guided by the detailed risk matrix.
- 3.1.15 Draft and finalise Project Agreements ensuring a set of robust, commercially viable Project Agreements. The relevant Project Agreements which will, include amongst others, the:

- Power Purchase Agreement (PPA);
- Implementation Agreement (IA);
- Direct Agreement (DA);
- Independent Engineer Agreement (IEA);
- The relevant Connection Agreements; and
- Connection Direct Agreement

3.1.16 Review and align the Connection Agreements to the above-mentioned agreements taking into the procurement approach adopted for each of the Bid Windows.

3.1.17 Design and draft the legal commercial, legal land and legal environmental aspects of the RFP with the view of overall improvement and quality enhancement, implement new concepts and change requirements.

3.1.18 Proposed PPA contract term, consequences of termination and decommissioning provisions, considering the asset life and lessons learned from various Renewable Energy generation technologies in the market.

3.1.19 Incorporate and coordinate inputs from Technical, Financial and Economic Development Advisors to ensure a bankable programme and an RFP document of international standards, which also complies with applicable law.

3.1.20 Review and update the RFP schedules, project documentation and templates to ensure consistency, preventing duplication and ensure accuracy. Review of the RFP and associated project documents to ensure the procurement documentation will meet the desired procurement process outcomes and objectives.

3.1.21 Producing a final RFP and pro forma Project Agreements including related Schedules and Templates taking into consideration the inputs from Transactions Advisors, IPP Office comments, Bid Adjudication Committee (“BAC”) outcome and any other comments as required.

- 3.1.22 With the lead of the IPP Office RFP team, interact and engage with Eskom on addressing and incorporating Eskom's position in the RFP and Project Agreements.
- 3.1.23 Compile updated risk matrix to the extent that there is a change in the existing risk profile as a consequence of amendments to the Project Agreements.
- 3.1.24 Advise on the legal and commercial aspects as part of a broader multi-disciplinary Transaction Advisor team and in particular on the incorporation of new approved concepts as formulated and recommended by other members of the multi-disciplinary advisory team.
- 3.1.25 Update and finalize the evaluation templates and project agreements; incorporating the amendments following from the updated RFP.
- 3.1.26 Providing reports and presentations as and when required including the preparation and presentation of reports and presentations to management and key stakeholders such as the BAC, Eskom, DMRE, National Treasury and Industry Associations as may be required.
- 3.1.27 Taking overall responsibility in the drafting and finalisation of the request reports and presentations for purposes of BAC submission.
- 3.1.28 Development of a Value for Money Framework and assume responsibility for the value for money report.
- 3.1.29 Hold the pen on all Briefing Notes across the disciplines to ensure it complies with the RFP prescripts and governance approvals, and draft Briefing Notes in collaboration with the multi-disciplinary Transaction Advisers, for the period from RFP promulgation to the date of Bid Submission, in response to clarification questions received from potential bidders and on any required RFP amendments.
- 3.1.30 Participate and provide legal oversight and engagement for the bidders conference and provide legal review, opinions and responses in response to bidder queries, clarifications and regulatory and compliance matters in the

form of Briefing Notes for the period from RFP issuance to the date of Bid Submission.

- 3.1.31 Update the RFP, PPA, DA, IEA and IA as may be necessary as an outcome of amendments or corrections as may be required.
- 3.1.32 Provide inputs and advisory notes for reports and presentations, and any required attendance support, to the Bid Specification and Bid Adjudication Committees of the Department.

3.2 EVALUATION OF BIDS FOR BID WINDOW 7,5 AND BID WINDOW 8

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

- 3.2.1 Jointly assume the role of lead advisor and support the in respect of the evaluation of their specific sections in the RFP to the extent necessary.
- 3.2.2 Act as Penholder for the Evaluation phase on all reports, letters and submissions; this role will also cover the finalisation of any clarification questions to be sent to Bidders and support to the other Transaction Advisors (Financial, Technical and Economic Development) of the evaluation of all responses as part of the clarification process **(price separately as the role will be assigned by the IPP Office)**.
- 3.2.3 Prepare for Bid Evaluation and update the Evaluation Templates and undertake the functional qualification and evaluation of all bid responses received according to the functionality and evaluation criteria stipulated in the RFP and applying the Evaluation Manual, Evaluation Templates and Evaluation Scorecard as approved by the Department.
- 3.2.4 Formulate and prepare clarifications questions, evaluation responses received on the clarifications requested and prepare the explanations needed as input into Part B (Functional and Qualification Criteria

Requirements) of the RFP failures.

- 3.2.5 Manage and co-ordinate the evaluation of all the legal aspects of all the bid responses received and ensure that the reports accurately reflect the outcome of the evaluation and recommendations thereto.
- 3.2.6 Assist, if so required, with the benchmarking exercise led by the Financial and Technical Transaction Advisors.
- 3.2.7 Preparation of legal input on the outcome of the benchmarking exercise input into the Value for Money Report as set out in the RFP.
- 3.2.8 **Prepare for and undertake the BAFO if required (please note that this requirement will only be actioned if needed as should be priced separately).**
- 3.2.9 Compile a detailed legal report on the outcome of the evaluation as part of the legal Evaluation section of the report to the BAC, including a tax compliance report and a report on the assessment of bidder's disclosures of interests.
- 3.2.10 As penholder for the full evaluation report, together with all accompanying supporting documents and letters to bidders on the evaluation outcome, incorporate inputs from the other Transaction Advisors (Financial, Technical and Economic Development) into the report to the BAC.
- 3.2.11 Prepare responses to any questions from the BAC, Eskom or from the IPP Office.
- 3.2.12 Undertake all required engagements, consultations and joint-work with the Financial, Technical and Economic Development Advisors as may be required to finalise the outcome of the evaluation and in the preparation of reports and presentations as may be required.
- 3.2.13 Provide any other reasonable outputs that may be required by the IPPO management to complete the evaluation and announce the outcomes of the evaluation, including the preferred bidders, non – compliant bidders and if applicable eligible/reserved bidders. This may involve responding to audit

queries or queries raised by the Independent Reviewer, media or Parliamentary queries or responding to challenges from unsuccessful bidders.

3.2.14 Compile a detailed Close-Out report and presentations on the outcome of the discipline evaluation results including an Executive Summary, a disclosure of interests' assessment report on all bidder declarations made, a tax status report, details per project, challenges identified and recommendations for future IPP Procurement Programmes, including for, but not limited to, the design of future qualification and evaluation criteria and requirements.

3.2.15 Any other reasonable outputs and legal opinions that may be required by the IPPO, including providing reasons for decisions on the procurement process.

3.3 COMMERCIAL AND FINANCIAL CLOSE FOR BID WINDOW 7,5 AND BID WINDOW 8

The deliverables will include the following, amongst others:

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

3.3.1 Review, analyse and prepare responses to change requests for approval by IPPO Management or the Department.

3.3.2 Support the IPPO and Department in any negotiations pertaining to specific aspects if so required, including, value-for-money assessments, implementation if applicable, of the reserve bidder framework, negotiations with Eskom, the Preferred Bidders or other key stakeholder engagements required.

3.3.3 Prepare for and conclude all activities associated with achieving Commercial and Financial Close including but not limited to:

- Preparation of the following project agreements:
 - Implementation Agreement;
 - Power Purchase Agreement;
 - Independent Engineer Agreement;
 - Direct Agreement;
 - The relevant Connection Agreements; and
 - Connection Direct Agreement
- Legal due diligence into the competency and capacity of each of the parties to the Project Agreements including the Department, Eskom and the Preferred Bidder
- Confirmation that the Project Company of a Preferred Bidder is a special purpose Company established with the sole purpose of undertaking the Project and entering into the Project Agreements
- Checking all Bid Responses for consistency and incorporation of the specific Bid commitments into the Project Agreements.
- Preparing and finalising the government support for in the Government Support Framework Agreement
- Change requests which will deal primarily with a change in any of the legal-related aspects.
- Compile a Close-Out Report including Eskom Close-Out Report on the outcome of the procurement process as well as Value for Money Report for Eskom and presentation on outcomes of REIPPPP Bid Window 7.5 and Bid Window 8 on the above as well as including an executive summary and details per Project.

4. PROCUREMENT REQUIREMENTS

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

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

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

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

5The Evaluation Team will have to sign Declaration of Interest and Confidentiality Undertakings.

5. COMPETENCY AND EXPERTISE REQUIREMENTS OF RESOURCES

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

- 5.1** Thorough knowledge of South African procurement legislation.
- 5.2** Knowledge, expertise and practical experience in designing qualification and evaluation criteria for government and/or private sector for large infrastructure investment programmes.
- 5.3** Knowledge of, and practical experience in, assessing the economic impact of energy, infrastructure, social and/or human development projects.
- 5.4** Thorough knowledge and practical work experience in the South African electrical generation or supply and broader energy sector.

6. KEY DELIVERABLES, TIMELINES AND PAYMENT MILESTONES

The anticipated timeline for the finalisation of the RFP, the evaluation and Commercial Close will commence in 2025/26 with Commercial and Financial Close to be completed within 12 to 24 months following the release of the RFP in the market.

The duration of the appointment will therefore be at least 36 months. This is an indicative timeline only; the duration of the services will endure until the completion of the full scope of work until Commercial and Financial Close is achieved.

In responding to this TOR, the Transaction Advisors are required to provide a separate or distinct fee proposal for Bid Windows 7.5 and Bid Window 8 and for each of the functions specified in the scope of work and consider the following:

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

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

6.1.7 For purposes of the fee calculations for the evaluation of bid responses the fee proposal must:

6.1.7.1 **Assume a total of 50 bid responses for Evaluation and 20 Preferred Bidders for Financial Close.**

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

6.1.8 For purposes of Commercial and Financial Close fee calculations:

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

6.2 Important considerations

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

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

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

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

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

6.2.6 The Department and IPPO also reserve the right to make assessment and/or terminate the contract in the case where the Project failure to submit deliverables timeously as per the IPPO working plan, that will be agreed between the IPPO and the Project.

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

7. MINIMUM PROPOSAL REQUIREMENTS

All proposals need to clearly state the following information:

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

8. ELIGIBILITY CRITERIA FOR BW 7.5 AND BID WINDOW 8

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

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

Eligibility Criteria	Evidence to be provided	Weighting/Score
<p>1. Team capacity and experience</p> <p>Team leader to have 7 to 15 years of legal and project financing experience that is relevant to the TOR scope supported by an appropriately skilled and experienced team each having 3 to 5 years of similar experience. Provide Evidence.</p>	<p>The Bidder must provide an Organogram clearly setting out:</p> <ol style="list-style-type: none"> the proposed teams for Bid Window 7.5 and Bid Window 8, the names of the Team Lead (TL) and each team member (TM) the professional status of each resource - indicate if they are professional (admitted attorneys), trainees or support staff as well as the roles allocated to each person. <p>Provide CVs and qualifications for TL and all TMs including, in respect of each admitted attorney that comprises the project team; a valid certificate of registration and Good Standing with the Legal Practice Council (“LPC”); as well as provide a Fidelity Fund Certificate.</p>	<p>Points = 25%</p> <p>Team Lead 7 years and team 3 years = 15% Team lead > 15 years and team > 3 years = 25%</p> <p>TM with less than 3 years and/or not admitted attorneys = 0%</p> <p>The score for the team members will be calculated as the average score of all the proposed team members</p>
<p>2. Experience on providing applicable advice and support to power generation projects that have gone to market and have successfully reached financial close</p>	<p>Provide details of experience on all projects that have gone to market (RFP) and reached financial close as well as in what roles team members were involved.</p> <p>Each proposed team member who is a professional admitted attorney must evidence commensurate to the experience in Annexure A1 for at least 3 projects.</p>	<p>Points = 15%</p> <p>Acceptable and appropriate detail provided.</p> <p>3 projects = 10%</p> <p>4 projects and above = 15%</p>

Eligibility Criteria	Evidence to be provided	Weighting/Score
	<p>Please complete project list template attached as Annexure A1 – projects listed must have been undertaken in the last 10 years. (2 or more Projects that form part of the same Bid Window in respect of the IPP Programmes on cannot be split to be reflected in Annexure A as separate Projects – each Bid Window constitutes a Project)</p> <p>Verifiable references for each Project listed in Annexure A1 must be provided accompanied by reference letters which indicate the scope of work undertaken for each of the projects.</p> <p>Each letter/s must meet ALL the following requirements to be considered valid:</p> <ol style="list-style-type: none"> 1. Be on client company letterhead; 2. Be signed by the client representative; 3. Include the period when the service was provided; 4. Include the description of the actual service provided; 5. Stipulate clients contact details; and 6. Confirmation of at least the Team Lead member’s involvement. <p>Reference letter/s that do not meet all the above stated elements will not be accepted for appraisal</p>	
<p>3. Proven understanding and experience of designing procurement documentation (RFPs) for large energy and/or infrastructure programmes of R750mil value or above including VAT.</p>	<p>Provide details of projects including the names qualifications and roles of the team members involved in developing procurement documentation for energy and/or infrastructure programmes.</p> <p>Each proposed team member who is a professional admitted attorney must evidence commensurate experience in Annexure A1 for at least 3 projects.</p>	<p>Points = 25%</p> <p>Acceptable and appropriate detail provided.</p> <p>3 projects = 10%</p> <p>4 projects = 17%</p> <p>More than 4 projects = 25%</p>

Eligibility Criteria	Evidence to be provided	Weighting/Score
	<p><i>(Please complete project list template attached as Annexure A1– projects listed must have been undertaken in the last 10 years.)</i> (2 or more Projects that form part of the same Bid Window in respect of the IPP Programmes on cannot be split to be reflected in Annexure A1 as separate Projects – each Bid Window constitutes a Project)</p> <p><i>Verifiable references</i> for each Project listed in Annexure A1 must be provided accompanied by reference letters which indicate the scope of work undertaken for each of the projects.</p> <p>Each letter/s must meet ALL the following requirements to be considered valid:</p> <ol style="list-style-type: none"> 1. Be on client company letterhead; 2. Be signed by the client representative; 3. Include the period when the service was provided; 4. Include the description of the actual service provided; 5. Stipulate the client contact details; and 6. Confirmation of at least the Team Lead member’s involvement. <p>Reference letter/s that do not meet all the above stated elements will not be accepted for appraisal</p>	
<p>4. Proven understanding and experience of designing bankable project agreements (must include PPAs) for large energy and/or infrastructure programmes of R750mill value or above including VAT</p>	<p>Provide details of projects including the names, qualifications and roles of the team members involved in designing bankable project agreements (must include PPAs) and other relevant project agreements. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved and their qualifications.</p>	<p>Points = 25%</p> <p>Acceptable and appropriate detail provided.</p> <p>3 projects = 10%</p> <p>4 projects = 17%</p> <p>5 projects and above = 25%</p>

Eligibility Criteria	Evidence to be provided	Weighting/Score					
	<p>Each proposed team member who is a professional admitted attorney must evidence commensurate experience in Annexure A for at least 3 projects.</p> <p><i>(Please complete project list template attached as Annexure A1– projects listed must have been undertaken in the last 10 years) (2 or more Projects that form part of the same Bid Window in respect of the IPP Programmes on cannot be split to be reflected in Annexure A as separate Projects – each Bid Window constitutes a Project)</i></p> <p><i>Verifiable references</i> for each Project listed in Annexure A1 must be provided accompanied by reference letters which indicate the scope of work undertaken for each of the projects.</p> <p>Each letter/s must meet ALL the following requirements to be considered valid:</p> <ol style="list-style-type: none"> 1. Be on client company letterhead; 2. Be signed by the client representative; 3. Include the period when the service was provided; 4. Include the description of actual service provided; 5. Stipulate the client contact details; and 6. Confirmation of at least the Team Lead member’s involvement. <p>Reference letter/s that do not meet all the above stated elements will not be accepted for appraisal</p>						
5. Availability for duration of the project	The bidder/s must provide a detailed project management plan / methodology detailing:	<table border="1"> <thead> <tr> <th data-bbox="1086 1839 1347 1883">Response</th> <th data-bbox="1347 1839 1493 1883">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="1086 1883 1347 1957">Unacceptable/not provided</td> <td data-bbox="1347 1883 1493 1957">0</td> </tr> </tbody> </table>	Response	Points	Unacceptable/not provided	0	
Response	Points						
Unacceptable/not provided	0						

Eligibility Criteria	Evidence to be provided	Weighting/Score	
	<ul style="list-style-type: none"> • milestones (comprehensive and detailed methodology which will guide the implementation of the project) • resources (the percentage work allocation and percentage availability for each resource demonstrating capability to deliver) • A clear understanding of the issues to be addressed, etc. 	Covered some elements	5%
		Covered all elements	10%
		Points = 10%	
Total		100%	

Only proposals that meet the threshold of 70% will proceed to the next part which is the evaluation on price and preference point basis.

Annexure A
Fees and Assumptions

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

1. RFP DESIGN AND DRAFTING FEES STRUCTURE FOR BID WINDOW 7.5

Deliverables to include the full scope of work	Timeline	Payment Milestones (contract ZAR value including VAT)
ZAR million	Days	
Development / review of the RFP Concept Note	3 weeks	RFP First Draft
Conducting Stakeholder Engagements	4 weeks	Final Drafts of Project Agreements to Eskom
RFP Conceptual Note Final	2 weeks	
RFP Draft and Project Agreements (PPA, IA, IEA and DA and any changes to the Connection Agreements)	4 weeks	Final RFP to Eskom
Draft and PPA (to be shared with Eskom and market)		
Conduct Market Engagements (if required)	3 week	Final RFP and Project Agreements
RFP final draft (final RFP and final pro forma project agreements) taking into consideration all comments received	4 weeks	
Evaluation Templates	1 week	
BAC submission, presentation, attendance and reports (if required)	1 week	
BAC approval and adjustments if required to RFP and Release of RFP in market	1 week	
Briefing notes and support for Bidders conference	4 weeks	

2. RFP EVALUATION FEES STRUCTURE FOR BID WINDOW 7.5

Deliverables to include the full scope of work	Timeline	Cost per Bid	Total	Payment Milestones contract ZAR value including VAT)
ZAR million	Days	Rands/Bid	Rands	
EVALUATION PHASE				
Penholder and coordinator			Provide a fixed fee	
Preparations for Evaluations, update evaluation templates; Evaluation of Bid Responses and dealing with Clarifications.	4 weeks	Cost per Bid	Total for 50 bids	
Finalisation of Part B and Part C Evaluation including Benchmarking report.	2 weeks	Cost per Bid	Total for 50 bids	
Appointment and Non-Appointment letters	2 weeks	N/A	Provide a fixed fee	
BAC Report inputs	3 weeks	N/A	Provide a fixed fee	
Value for money assessments (if required)	4 weeks	N/A	Provide fixed fee	
Preparation of Reports on the Value for Money and Bidder disclosure of interests reports	1 week	N/A	Provide a fixed fee	
Engagements with and preparation of reports and required documents for eligible /reserved bidders (if required)	4 weeks	N/A	Provide fixed fee	
Engagement with unsuccessful bidders	2 weeks	N/A	Provide fixed fee	
SUB TOTAL				
Preparing and undertaking a BAFO only if required	2 weeks	Cost per Bid	Total for 50 Bids	

3. RFP COMMERCIAL AND FINANCIAL CLOSE FEES STRUCTURE FOR BID WINDOW 7.5

Deliverables to include the full scope of work	Timeline	Cost per Bid	Total	Payment Milestones (contract ZAR value including VAT)
ZAR million	Days	Rand/bid	Rand	
COMMERCIAL AND FINANCIAL CLOSE PHASE				
Preparation and required negotiations of the Project Agreements for each of the Projects including updating the Project Agreements with all briefing notes and all associated activities and meetings	7 weeks	Cost per Bid	Total for 20 bids	
Analysis and recommendation on Change Requests	3 months	Cost per Bid	Total for 20 bids	
Finalising the government support in the Government Support Framework Agreement and the Implementation Agreement	5 days	N/A	Fixed Fee	
Due Diligence and actual support on Commercial and Financial Close	2 weeks	Cost per Bid	Fixed Fee	
Close Out Report	2 weeks	N/A	Provide a fixed fee	
TOTAL				

4. RFP DESIGN AND DRAFTING FEES STRUCTURE FOR BID WINDOW 8

Deliverables to include the full scope of work	Timeline	Payment Milestones (contract ZAR value including VAT)
ZAR million	Days	
Development of the RFP Concept Note	6 weeks	RFP First Draft
Conducting Stakeholder Engagements	4 weeks	
RFP Conceptual Note Final	2 weeks	Final Drafts of Project
RFP Draft and Project Agreements (PPA, IA, IEA and DA and any changes to the Connection Agreements) including sharing same and engagements with Eskom and the market	6 weeks	Agreements to Eskom Final RFP to Eskom
Conduct Market Engagements (if required)	3 weeks	
RFP final draft (final RFP and final pro forma project agreements) taking into consideration all comments received	4 weeks	Final RFP and Project Agreements
Evaluation Templates	1 week	
BAC submission, presentations, attendance and reports (if required)	1 week	
BAC approval adjustments if required to RFP and Release of RFP in market	1 week	
Briefing notes and support for Bidders conference	4 weeks	

5. RFP EVALUATION FEES STRUCTURE FOR BID WINDOW 8

Deliverables to include the full scope of work	Timeline	Cost per Bid	Total	Payment Milestones (contract ZAR value including VAT)
ZAR million	Days	Rands/Bid	Rands	
EVALUATION PHASE				
Penholder and coordinator			Provide a fixed fee	
Preparations for Evaluations, update evaluation templates; Evaluation of Bid Responses and dealing with Clarifications	4 weeks	Cost per Bid	Total for 50 bids	
Finalisation of Part B and Part C Evaluation including Benchmarking report	2 weeks	Cost per Bid	Total for 50 bids	
Appointment and Non-Appointment letters	2 weeks	N/A	Provide a fixed fee	
BAC Report inputs	3 weeks	N/A	Provide a fixed fee	
Value for money assessments (if required)	4 weeks	N/A	Provide fixed fee	
Preparation of Reports on the Value for Money and Bidder disclosure of interests reports	1 week	N/A	Provide a fixed fee	
Engagements with and preparation of reports and required documents for eligible /reserved bidders (if required)	4 weeks	N/A	Provide fixed fee	
Engagement with unsuccessful bidders	2 weeks	N/A	Provide fixed fee	
SUB TOTAL				

Preparing and undertaking a BAFO only if required	2 weeks	Cost per Bid	Total for 50 Bids	
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6. RFP COMMERCIAL AND FINANCIAL CLOSE FEE STRUCTURE FOR BID WINDOW 8

Deliverables to include the full scope of work	Timeline	Cost per Bid	Total	Payment Milestones (contract ZAR value including VAT)
ZAR million	Days	Rand/bid	Rand	
COMMERCIAL AND FINANCIAL CLOSE PHASE				
Preparation and required negotiations of the Project Agreements for each of the Projects including updating the Project Agreements with all briefing notes and all associated activities and meetings	7 weeks	Cost per Bid	Total for 20 bids	
Analysis and recommendation on Change Requests	3 months	Cost per Bid	Total for 20 bids	
Finalising the government support in the Government Support Framework Agreement and the Implementation Agreement	5 days	N/A	Fixed Fee	
Due Diligence and actual support on Commercial and Financial Close	2 weeks	Cost per Bid	Fixed Fee	
Close Out Report	2 weeks	N/A	Provide a fixed fee	
TOTAL				

Annexure A

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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:

RFP028/2025: APPOINTMENT OF LEGAL TRANSACTION ADVISORS FOR THE RENEWABLE ENERGY IPP PROCUREMENT PROGRAMME BID WINDOW 7.5 AND 8: RFP DESIGN AND DRAFTING, EVALUATION OF BIDS RECEIVED, APPOINTMENT OF PREFERRED BIDDERS AND THE COMMERCIAL AND FINANCIAL CLOSE ACTIVITIES FOR A PERIOD OF 36 MONTHS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the
Tenderer

(Name and address of organisation)

Name and
signature of
witness

Date

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

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

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE AND PREFERENCE

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:

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

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 AND PREFERENCE

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

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

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) SURNAME AND NAME: DATE:..... ADDRESS:..... </p>

RESTRICTED SUPPLIERS

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

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

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	If so, furnish particulars:		

Annexure D

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

Annexure E

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

Annexure F

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

Annexure G

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

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

Annexure H

[General Conditions of Contract]

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

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

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

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

Annexure I

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
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