

## REQUEST FOR PROPOSALS

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b>	
<b>BID NUMBER:</b>	<b>RFP237/2022</b>
<b>NON-COMPULSORY BRIEFING SESSION DETAILS:</b>	<b>N/A</b>
<b>CLOSING DATE:</b>	<b>28 September 2022</b>
<b>CLOSING TIME:</b>	<b>23H55</b>
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	<b>90 days</b>
<b>DESCRIPTION OF BID:</b>	<b>Appointment of a Financial Transaction Adviser to support the “Independent Power Producers’ Office” (IPPO) for the GAS IPPPP Procurement Programme (GAS IPPPP) for a period of 24 Months</b>
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to issue Tender Submission Link requests and all other inquiries to <a href="mailto:RosinahSCM@dbsa.org">RosinahSCM@dbsa.org</a> <b>ONLY</b>.</li> <li>➤ <b>No</b> – Tender Submission Link requests will be accepted after <b>16h00 on the 23 of September 2022</b>. Any requests after the stipulated date and time will be disregarded.</li> <li>➤ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</b></p> <p><b>Closing date 28 September 2022 before 23H55 all bids must be in on the 28<sup>th</sup> of September 2022</b></p>
<b>NAME OF BIDDER:</b>	

<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

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**PART A  
INVITATION TO BID**

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

**BID NUMBER: RFP237/2022**

**DESCRIPTION: Appointment of a Financial Transaction Adviser to support the “Independent Power Producers’ Office” (IPPO) for the GAS IPPPP Procurement Programme (GAS IPPPP) for a period of 24 Months.**

**NON-COMPULSORY BRIEFING: N/A**

**LINK REQUESTS: No** – Tender Submission Link requests will be accepted after **16h00 on the on the 23<sup>rd</sup> of September 2022**. Any requests after the stipulated date and time will be disregarded.

**CLOSING DATE: 28 September 2022**

**CLOSING TIME: 23H55**

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**The successful Bidder will be required to conclude a service level agreement with the DBSA.**

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

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

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

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

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

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.)	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY (ONE DRIVE LINK) BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. 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 TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

## PART C

### CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

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

**YES      NO**

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One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation Folder 2 - Price / Financial Proposal –  
**Electronic submission**

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**Part A:** Invitation to Bid

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**Part B:** Terms and Conditions of Bidding

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**Part C:** Checklist of Compulsory Returnable Schedules and Documents

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**Part D:** Conditions of Tendering and Undertakings by Bidders

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**Part E: Specifications/Terms of Reference and Project Brief**

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**Annexure A:** Price Proposal Requirement

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**Annexure B:** SBD4 Declaration of Interest

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**Annexure C:** SBD6.1 and B-BBEE status level certificate

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**Annexure D:** SBD8: Declaration of Bidder's Past Supply Chain Practices

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**Annexure E:** SBD9: Certificate of Independent Bid Determination

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**Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation

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**Annexure G:** Certified copies of latest share certificates, in case of a company.

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**Annexure H: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.

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**Annexure I** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.

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**Annexure J:** General Condition of Contract

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**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, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.2 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org)

## 2. INTERPRETATIONS

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

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

## 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to: -

DBSA Supply Chain Management Unit

Email: [RosinahSCM@dbsa.org](mailto:RosinahSCM@dbsa.org)

No questions will be answered telephonically.

#### 4. BID TIMETABLE

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

Activity	Date
Advertisement of tender	31 / 08 / 2022
RFP document available	31 / 08 / 2022
Closing date for tender enquiries	23 / 09 / 2022
Link requests	23 / 09/ 2022 by 16h00
Closing date and time	28 / 09 / 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

#### 5. SUBMISSION OF TENDERS

##### **Instructions:**

- Bidders are required to issue Tender Submission Link requests and all other enquiries to [RosinahSCM@dbsa.org](mailto:RosinahSCM@dbsa.org) **ONLY**;
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 23<sup>rd</sup> of September 2022**. Any requests after the stipulated date and time will be disregarded.
- Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically.

**NB: No Physical submission will be accepted for this bid. Bidders must ensure that they follow the instructions for the electronic submission.**

#### 6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
- 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - 6.4.2 the Tendering Process; and
  - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

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

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

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

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

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

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

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

## **10. REPRESENTATIONS**

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

## **11. CONFIDENTIALITY**

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

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

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

## **13. UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process,

or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

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

#### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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

#### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

#### **16. COMPLAINTS ABOUT THE TENDERING PROCESS**

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, ([RosinahSCM@dbsa.org](mailto:RosinahSCM@dbsa.org))
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and

- 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

## **17. CONFLICT OF INTEREST**

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

## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

### **19.1 Bidders are responsible for:**

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

19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

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

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

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

## **20. PREPARATION OF BIDS**

### **20.1 Bidders must ensure that:**

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

20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

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

## **21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

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

## **22. OBLIGATION TO NOTIFY ERRORS**

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

## **23. RESPONSIBILITY FOR BIDDING COSTS**

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

## **24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

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

- 24.1.1 as required by law;
- 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **25. USE OF BIDS**

- 25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

## **26. BID ACCEPTANCE**

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

## **27. EVALUATION PROCESS**

27.1 The Bids will be evaluated and adjudicated as follows:

### **27.1.1 First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

#### **Stage 1: Responsiveness**

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

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

Responsiveness Criteria		Pre-Qualifying criteria	Applicable to this Tender (Y/N)
<b>1</b>	Adherence in submitting Tender as two stage folders. Folder 1 - Prequalifying and Functionality proposal Folder 2 - Pricing and Preferential Assessment	Pre-Qualifier	Y
<b>2</b>	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process.	Pre-Qualifier	Y
<b>3</b>	If the successful Tenderer is not an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, of a minimum of 30% of the value of the contract to the categories as referred to in document. An EME or QSE is at least 51% owned by black people.	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.**

Area of Clarification Requested by the Procurer (DBSA)		Clarification Time	Applicable to this Tender (Y/N)
<b>1</b>	Standard conditions of tender as required.	1 week	Y
<b>2</b>	Returnable documents completed and signed.	1 week	Y
<b>3</b>	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.	1 week	Y
<b>4</b>	A valid and active Tax Compliance Status Pin issued by SARS.	1 week	Y

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

### 27.1.2 **Second Stage – Functional criteria**

The Functional Criteria that will be used to test the capability of Bidders are as follows: Only those Bidders which score 70 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria set out in this RFP. Only those Bidders which pass the minimum threshold of **70 points** criteria will proceed to the next stage.

### 27.1.3 **Third Stage – price and preferential points**

27.1.3.1 Those Bidders which have passed the initial and first stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

27.1.3.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

**27.2 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.**

### 27.3 **Qualification: Pre-Qualifying Criteria**

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

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

## 27.4 Second Stage: Functional Evaluation Criteria

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

The Functional Criteria that will be used to test the capability of Bidders are as follows:

Eligibility Criteria	Evidence to be provided	WEIGHTING/SCORE
<p>Proven experience in:</p> <ol style="list-style-type: none"> <li>1. A minimum of 3 Projects should be submitted as evidence of proven experience:</li> <li>2. Drafting an RFP for procurement of new generation capacity in the electricity sector, energy sector and or gas sector.</li> <li>3. Undertaking the financial evaluation of the bids submitted in the electricity, energy and or gas sectors.</li> <li>4. Providing financial transaction advisory services in the gas and/or power generation sectors.</li> </ol>	<p>Details of at <b>least 3 Projects</b> should be provided. Information to be provided in the proposal should include but not limited to period of involvement, responsibility, scope of work and the proposed team members involved.</p>	<p><b><u>A maximum of 50%</u></b></p> <p>Drafting of RFP = 30%</p> <p>Plus undertaking financial evaluations = 40%</p> <p>Plus advisory experience in gas = 50%</p>
<p>A minimum of 3 Projects should be submitted as evidence of proven experience:</p> <p>Proven experience in undertaking, developing benchmarking exercises and value for money assessments.</p>	<p>Details of the project information to be provide and should include but not limited to period of involvement, responsibility, scope of work, proposed team members involved and testimonials of previous similar work conducted</p>	<p>10%</p> <p>3 Projects = 4%</p> <p>4 Projects = 8%</p> <p>5 projects = 10%</p>
<p>A minimum of 3 Projects should be submitted as evidence of proven experience:</p> <p>Proven experience in calculating and assessment the government exposures and the preparation of</p>	<p>Details of at least 3 projects to be provided. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved.</p>	<p>20%</p> <p>3 Project = 10%</p> <p>4 Projects = 15%</p> <p>5 Projects = 20%</p>

Eligibility Criteria	Evidence to be provided	WEIGHTING/SCORE
reports to the National Treasury on the contingent liabilities associated with projects.		
A minimum of 3 Projects should be submitted as evidence of proven experience:  Proven experience in preparing for and implementing Financial Close activities for project finance projects.	Details of at least three projects that reached financial close to be provided. Information provided should include but not limited to period of involvement, responsibility, scope of work, team members involved.	20%  3 Projects = 10% 4 Projects = 15% 5 Projects = 20%

27.1 Bidders that meet the threshold of 70% of the functional criteria will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not pass the functional criteria will not be evaluated during the third stage of the evaluation.

## 27.2 **Third Stage: Price and Preferential Points Assessment**

27.2.1 the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80  
Preferential procurement points 20

### 27.2.2 **Price points**

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

### 27.2.3 **Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

<b>B-BBEE Status Level</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

#### **27.2.4 Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

## **28. STATUS OF BID**

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

28.2 A Bid must not be conditional on:

- 28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 28.2.4 the Bidder obtaining the consent or approval of any third party; or
- 28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

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

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

## **29. CLARIFICATION OF BIDS**

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

## **30. DISCUSSION WITH BIDDERS**

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

## **31. SUCCESSFUL BIDS**

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

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

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

### **33. BIDDER WARRANTIES**

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

### **34. DBSA'S RIGHTS**

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 34.1.3 vary or extend any time or date specified in this RFP
  - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
  - 34.1.5 require additional information or clarification from any Bidder or any other person;
  - 34.1.6 provide additional information or clarification;
  - 34.1.7 negotiate with any one or more Bidder;

- 34.1.8 call for new Bid;
- 34.1.9 reject any Bid received after the Closing Time; or
- 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

### 35. GOVERNING LAWS

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

### 36. MANDATORY QUESTIONS

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

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

36.1.1

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

36.1.2

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

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation	Comply/Accept	Do not comply/Do not accept

to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.		
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#### 36.1.4

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

#### 36.1.5

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

#### 36.1.6

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

#### 36.1.7

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

#### 36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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submit back-to-back agreements and service level agreements with their principals.		
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#### 36.1.9

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

#### 36.1.10

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

#### 36.1.11

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

#### 36.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

#### 36.1.13

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

## 36.1.14

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

## 36.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.16

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

## 36.1.17

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

## 36.1.18

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

## 36.1.19

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

## 36.1.20

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

## 36.1.21

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

## 36.1.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.23

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

## 36.1.24

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

## 36.1.25

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

## 36.1.26

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

## 36.1.27

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

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

## 36.1.28

<p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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

---

 Signature(s) of Bidder or assignee(s)

---

 Date

---

 Name of signing person (in block letters)

---

 Capacity

---

 Are you duly authorized to sign this Bid?

---

 Name of Bidder (in block letters)

---

Postal address (in block letters)

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

.....

.....

.....

.....

.....

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

Cell Number: .....

Email Address.....

**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]) are responsible to construct, operate and maintain independent power plants providing much needed power to the South African grid.

## 2. BACKGROUND

- 2.1 In order to meet the requirement to procure 3000 MW of new generation electricity capacity as set out in the Determination published by the Minister of Mineral Resource and Energy in 2020, the IPPO as the mandated Procurer will be embarking on a Gas Independent Power Producer Programme (GIPPPP).
- 2.2 In view of the above, there is a requirement to appoint a team of Transaction Advisers to:
  - a. Draft, the GIPPPP RFP or RFPs as the case may be under the guidance and management of the IPP Office inclusive of all associated agreements such as the Power Purchase Agreement (PPA) entered into with the Buyer, the Implementation Agreement (IA) entered into with the Department as well as the Direct Agreements.
  - b. The Evaluation of the Bids Submitted and
  - c. All activities associated with Commercial and Financial close.
- 2.3 For the drafting of the RFP the team of Transaction Advisers will consist of:
  - Legal Advisers;
  - Economic Advisers;
  - Financial Advisers; and
  - Technical Advisers.

The GIPPPP is anticipating the establishment of gas importation, regasification infrastructure and gas supply in the Ports by the State with the creating of generation capacity in close proximity of the established infrastructure by the IPPs.

The Port of Ngura or Coega has been identified as the starting point. However as part of the roll out of the GIPPPP of 3000MW there may be a requirement to develop bespoke RFPs however the decision as to whether a second RFP will be required, the timing and scope thereof will at the discretion of the DMRE.

2.4 The basic criteria for the formulation of the GIPPPP RFP or RFPs will be:

- A concept note or concept notes prepared by the DMRE that may require further input as part of the process to get sign off from all key stakeholders.
- The procurement of new gas fired generation capacity in line with the requirements of the IRP 2019 and the requirements of the System Operator for balancing of the system and delivery of capacity and energy.
- The procurement of gas fired generation capacity will be required to align and interface with State provided importation and regasification infrastructure and potentially gas supply.
- To achieve a Commercial Operations Date (COD) **as close as possible to August 2027.**
- To procure the capacity on a least cost basis at the most competitive and affordable price, and least regret basis and should not worsen Eskom's (the Buyer) financial position or unduly increase government's contingent liability;
- 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.

2.5 As in all previous IPP Programmes, the evaluation of bids will be undertaken by an external, independent team of experts representing all required disciplines with a governance expert overseeing and monitoring the evaluation process and procedures. As part of this TOR a team of multi-disciplinary, independent evaluators will be selected to design and undertake the Evaluation of Bids, appointment of Preferred Bidders and all Financial Close activities associated with the (GIPPPP) Gas Programme in response to the Request for Proposals (RFPs) issued.

In view of the above, the team of appointed Transaction Advisers will also assist and support the IPP Office in the Evaluation and Financial Close processes. The team of Transaction Advisers for the Evaluation will consist of:

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

The basis for the evaluation will be the RFP, the Evaluation Manual and accompanying Evaluation Templates as prepared by the Department.

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

Transaction Advisers are required for the following two functions:

- Evaluation: and
- Financial Close.

In responding to this TOR, the Transaction Advisors are required to note that a separate or distinct fee proposal should be provided for each of the respective functions. It should also be noted that a firm will be appointed for both the Evaluation and Financial Close. Furthermore there will be a need for the teams to collaborate on deliverables such as the final reports.

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 legal advisory team.

### 3. SCOPE OF WORK

#### 3.1 DRAFTING OF RFP/RFPs

Drafting the Request for Proposals (RFPs) for the GIPPPP will be based on the Concept Note or Notes to be finalised together with the DMRE, IPPO and key stakeholders. Key stakeholders for the GIPPPP will include amongst others TNPA, TRANSNET, CEF and the respective IDZs.

It is anticipated that the RFP will follow previous prepared RFP documents and Project Agreements, following a similar document structure with similar categories of qualification and evaluation criteria adopted for the specific nature of the GASIPPPP. In drafting the RFP, PPA and IA will have to be drafted to interface with and taking cognisance of agreements such as the Terminal Operators and Gas Supply Agreements to ensure a bankable set of documents.

In view of the above, there is a requirement to appoint a team of Financial Transaction Advisers to undertake the drafting, review and finalization of the GIPPPP RFPs inclusion of all relevant agreements and to conduct the evaluation and financial close process under the guidance of the IPPO. Below is a list of key aspects that amongst others will be required from the appointed Transaction Advisors. It should be noted that the list is not exhaustive.

The Scope of Work for the Advisors include amongst others:

- 3.1.1 Consideration and enhancing of the GIPPPP Concept Note or Notes as approved by the DMRE and IPP Office with specific focus on the linkages to the importation and regasification infrastructure to be established by the State or any other party in the respective Ports, and the potential supply of the gas by the State, to ensure that the programme and the risk allocation is bankable and can be executed within the time frames of the IRP.
- 3.1.2 Prepare for and if required participate in or facilitate Stakeholder engagements as part of getting final commitment and agreement to the Concept Note/Notes.
- 3.1.3 Preparation of a risk matrix based on the full value chain for GIPPPP and ensuring that risks are allocated to those parties best suited to cost effectively manage or mitigate those risks;
- 3.1.4 Advise on the appropriate duration for the PPA in response to market expectations and best practice and in support of a cost effective tariff.
- 3.1.5 Advise and develop transition requirements or arrangements that will mitigate the impact thereof on project costs.

- 3.1.6 Develop a pass through mechanism for the cost of the gas that will not unduly burden the Buyer, Consumer or Government; and will ensure that all regulatory requirements with respect to gas is fully taken into account.
- 3.1.7 Prepare all the Financial Requirements of the RFP in co-ordination with the Technical, Legal and Economic Development Advisors, including but not limited to the evaluation and qualification Criteria, benchmarking information and process, payment mechanism and any other accompanying schedules and templates to achieve standardized information submission, evaluation and reporting
- 3.1.8 Incorporate and ensure alignment of various decisions taken by the DMRE, Eskom and the IPP Office on aspects such risk allocation, economic development criteria, pass through of fuel cost and an appropriate mechanism to share commodity and exchange rate risk associated with the importation of the LNG, benchmarking the key components of bids to ensure value for money, all while limiting the impact of the programme on the government balance sheet, in the RFP, IA and accompanying schedules and templates
- 3.1.9 Ensure that the financial concepts, understanding and terminology in the RFP is aligned with development in the financial markets on funding sources, funding mechanisms and the nature of a GIPPPP.
- 3.1.10 Review and sign off of the RFP and all project agreements including related schedules and templates as prepared by the lead Legal Advisor taking into consideration the inputs from all transactions advisers, IPP Office , Eskom DMRE or other stakeholder comments as required.
- 3.1.11 Design of the financial evaluation criteria, templates, processes and procedures to ensure an effective and cost efficient evaluation of all aspects and criteria.
- 3.1.12 Develop the requirements for the Financial Models to be submitted by the bidders to ensure that the information is presented in such a way to allow the Department to take informed decisions and have detailed information available for purposes of evaluations, assurances, analysis, reports and contract management.
- 3.1.13 Prepare and review all requirements, processes and procedures to ensure a proper assessment of the ability to reach financial close for Preferred Bidders.
- 3.1.14 Advise and inform on all/any other relevant financial aspects of the programme (including the Gas market) as part of a broader Transaction Advisor team and in particular on the incorporation and integration of new approved concepts as formulated and recommended by other members of the multi-disciplinary advisory team.
- 3.1.15 Providing reports and presentations and engage with Key Stakeholders such as Eskom, DMRE and National Treasury as may be required.
- 3.1.16 Provide input into and prepare responses to clarification questions received from potential bidders during the period from the RFP promulgation to the date of Bid Submission, which will be issued in the form of Briefing Notes to the RFP.

- 3.1.17 Update the RFP, PPA and IA as may be necessary as an outcome of amendments or corrections as maybe required based on the Briefing Notes.
  - 3.1.18 Provide inputs for reports and presentations to the BAC.
- All Transaction Advisors will be required to deliver on the following actions within the time frames with regard to the respective allocated projects.

## **3.2 EVALUATION OF BIDS**

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

- 3.2.12 Provide any other reasonable outputs that may be required by the IPPO management to complete the evaluation and announce the preferred bidders. This may involve responding the audit queries or challenges from unsuccessful bidders.
- 3.2.13 Prepare the Report to the Fiscal Liability Committee for the PMFA Section 66 (1) and (2) and Section 70 concurrence by the Minister of Finance for the Preferred Bidders selected, including the contingent liabilities associated with the Preferred Bidder projects over the term of the PPA.
- 3.2.14 Compile a detailed Close-Out report and presentations on the outcome of the discipline evaluation results including an Executive Summary, details per project, challenges identified and recommendations for future IPPPPs, including for, but not limited to, the design of future qualification and evaluation criteria and requirements.

### **3.3 FINANCIAL CLOSE**

Following Bid Evaluation, the appointed Transaction Advisory Team will be required to prepare for and conclude all activities associated with achieving 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.
- 3.3.2 Support the IPPO and Department in any negotiations pertaining to specific aspects if so required including value for money assessments.
- 3.3.3 Prepare for and conclude all activities associated with achieving Financial Close including but not limited to:
- 3.3.4 Preparation of swing tables and confirming of the tariffs for purposes of the signing of the Power Purchase Agreement.
- 3.3.5 Checking all Financial Models for consistency and undertaking comparative analysis of Bid Submission and Financial Close models to ensure consistency with respect to amongst other:
- Commercial Energy Rates.
  - Indexation,
  - Success fee payments;
  - Development Fee;
  - Equity IRRs;
  - Development Cost;
  - Total Project Cost;
  - FX rate(s) and total FX exposure;
  - Commodity exposures
  - Financing terms and conditions.
  - Gas Pricing.

- 3.3.6 Compile a Close -Out Report and presentation on outcomes of the GIPPPP including an executive summary and details per project providing information on amongst other:
- Funding terms and conditions, trends applicable to local and international funders, debt/ equity ratios, lending margins, tenors, prepayment and refinancing penalties.
  - BEE funding terms and conditions
  - Community Trust and BEE cash flows where applicable
  - IRRs
  - Indexation preferences.
  - LNG or gas price sensitivities.

## **4 PROCUREMENT APPROACH**

The DBSA, with this Terms of Reference, is inviting Transaction Advisers to provide their resources and pricing in terms of the aforementioned Scope of Work.

This Terms of Reference is being sent to open market.

IPP Programmes should also provide opportunity to emerging firms enabling them to build the required expertise. All tenders are required to include mandatory subcontracting where the successful Tenderer is a well-established firm with previous experience in the IPP Programmes or if the successful Tenderer is not an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1) (a) and (b) of the PPR 2017, of a minimum of 30% of the value of the contract to the categories as referred to in document. An EME or QSE is at least 51% owned by black people. If applicable, in responding to the TOR, the proposal should be clear on what scope of work will be allocated to the emerging firm.

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 Programme will not be used by such firms when advising private sector and/or the lenders. 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.

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

## 5 DELIVERABLES, TIMELINES, PAYMENT TERMS AND MILESTONES

The anticipated timeline for the finalization of the Concept Note or Notes in quarter two of 2022 and for the RFP to be ready for approval and release to the market by March 2023.

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

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

- The fee proposal should cover all three sections outlined in this TOR namely RFP drafting, Evaluation and Financial Close.
- For Each RFP a separate pricing proposal should be submitted. The same for each Evaluation and Financial Close.
- For pricing of RFP 2 an assumption can be made that RFP 2 will be fundamentally similar to RFP 1
- The pricing element of the bid should be a fixed fee inclusive of VAT and disbursements.
- The fixed fee should be broken down in cost per deliverable/milestone. Refer to the table included for the payment milestones that are also reflecting the associated weight in terms of pricing.
- **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.**
- Ensure that the fee proposal cover all elements as detailed in the scope of work. The detailed scope should be summarized in the payment milestones referred to under previous bullet.
- For purposes of the fee calculations for the evaluation of bid responses:
  - Assume a total of 30 bid responses for Evaluation and 10 Preferred Bidders for Financial Close.
  - Provide a fixed fee per bid, as well as the sum total of the cost for all bids
- For purposes of Financial close fee calculations:
  - Provide a fixed fee per preferred bidder as well as the sum total of the cost for all preferred bidders.

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

Service Providers 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.

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

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.

The fee proposal for each section of this TOR should be structured as set out below:

## 5.1 FEE PROPOSAL:

(Where work and costs will be shared between RFPs it should be clearly indicated.)

### RFP ONE

Deliverables	Timeline	Payment Milestones (% allocation of contract ZAR value)
ZAR million		%
Project plan (i.e. scope of work, detailed implementation plan and timing of deliverables) and kick off meeting	2 days	Final concept = 10% RFP concept = 10% RFP to Eskom = 15%
Finalization of the Concept Note	4 weeks	
RFP Conceptual Draft	4 weeks	
RFP First Draft and Project Agreements First Draft (to be shared with Eskom)	4 weeks	
RFP final draft (final RFP and final pro forma project agreements) taking into consideration all comments received	8 weeks	35%
Evaluation Templates	2 weeks	5%
BAC submission and reports	4 weeks	5%
BAC approval		
Briefing notes	As required	15%

### RFP TWO

Deliverables	Timeline	Payment Milestones (% allocation of contract ZAR value)
ZAR million		%
Project plan (i.e. scope of work, detailed implementation plan and timing of deliverables) and kick off meeting	2 days	Final concept = 10% RFP concept = 10% RFP to Eskom = 15%
Finalization of the Concept Note	4 weeks	
RFP Conceptual Draft	4 weeks	
RFP First Draft and Project Agreements First Draft (to be shared with Eskom)	4 weeks	
RFP final draft (final RFP and final pro forma project agreements) taking into consideration all comments received	8 weeks	35%
Evaluation Templates	2 weeks	5%
BAC submission and reports	4 weeks	5%
BAC approval		
Briefing notes	As required	15%

## 5.2 FEE PROPOSAL FOR EVALUATION:

### EVALUATION OF RFP ONE

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (% allocation of contract ZAR value including VAT)
ZAR' million				%
<b>EVALUATION PHASE</b>				
Penholder and Coordinator role if assigned			Provide a fixed fee	5%
Preparation for Evaluation and Evaluation of Bid Responses and Clarifications	2 – 3 weeks	Cost per bid	Total for 30 bids	30%
Finalisation of Part B and Part C Evaluation including Benchmarking report.	1 week	Cost per bid	Total for 30 bids	30%
Appointment and Non-Appointment letters	1 week	n/a	Provide a fixed fee	5%
BAC Report inputs	1 week	n/a	Provide a fixed fee	20%
Value for money assessments (if required)	2 weeks		Fixed fee	10%
<b>SUB TOTAL</b>				<b>100%</b>
Preparing and undertaking a BAFO <b>only if required</b>	3 weeks	Cost per bid	Total for 30 bids	<b>100%</b>

## EVALUATION OF RFP TWO

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (% allocation of contract ZAR value including VAT)
ZAR' million				%
<b>EVALUATION PHASE</b>				
Penholder and Coordinator role if assigned			Provide a fixed fee	5%
Preparation for Evaluation and Evaluation of Bid Responses and Clarifications	2 – 3 weeks	Cost per bid	Total for 30 bids	30%
Finalisation of Part B and Part C Evaluation including Benchmarking report.	1 week	Cost per bid	Total for 30 bids	30%
Appointment and Non-Appointment letters	1 week	n/a	Provide a fixed fee	5%
BAC Report inputs	1 week	n/a	Provide a fixed fee	20%
Value for money assessments (if required)	2 weeks		Fixed fee	10%
<b>SUB TOTAL</b>				<b>100%</b>
Preparing and undertaking a BAFO <b>only if required</b>	3 weeks	Cost per bid	Total for 30 bids	<b>100%</b>

### 5.3 FEE PROPOSAL FOR FINANCIAL CLOSE:

#### FINANCIAL CLOSE OF RFP ONE

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (% allocation of contract ZAR value)
ZAR' million				%
<b>FINANCIAL CLOSE PHASE</b>				
Preparation of the Project Agreements for each of the Projects including updating the PPA with all briefing notes	4 weeks	Cost per bid	Total for 10 bids	50%
Analysis and recommendation on Change Requests	3 months	Cost per bid	Total for 10 bids	35%
Actual support on Financial Close	3 Days		Fixed Fee	10%
Close Out Report	2 weeks	n/a	Provide a fixed fee	5%
<b>TOTAL</b>				100%

## FINANCIAL CLOSE OF RFP TWO

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (% allocation of contract ZAR value)
ZAR' million				%
<b>FINANCIAL CLOSE PHASE</b>				
Preparation of the Project Agreements for each of the Projects including updating the PPA with all briefing notes	4 weeks	Cost per bid	Total for 10 bids	50%
Analysis and recommendation on Change Requests	3 months	Cost per bid	Total for 10 bids	35%
Actual support on Financial Close	3 Days		Fixed Fee	10%
Close Out Report	2 weeks	n/a	Provide a fixed fee	5%
<b>TOTAL</b>				100%

## 6 MINIMUM PROPOSAL REQUIREMENTS

All proposals need to clearly state the following information:

- Understanding of the scope of work;
- Deliverables (including timelines and cost per deliverable);
- Details of the Team members that are been proposed covering their experience, credentials, level of seniority and level of participation (hours) that will be dedicated to the project;
- Fixed fee per deliverable that rolls up in to one fixed fee per section of the TOR.

- Each RFP should be priced separately however where parts overlap or can be shared it should be indicated as such.
- Acknowledgement that the work can be terminated at any milestone and only that fee payable; and
- Acknowledgement that the second RFP, Evaluation and Financial Close will be initiated at the discretion of the Department.

## **ANNEXURE A - PRICING FEE BREAKDOWN**

### **Fees and Assumptions**

### **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:

**RFP237/2022: Appointment of a Financial Transaction Adviser to support the “Independent Power Producers’ Office” (IPPO) for the GAS IPPPP Procurement Programme (GAS IPPPP) for a period of 24 Months**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

\_\_\_\_\_  
(in words);                      ZAR                      (in figures),  
\_\_\_\_\_

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

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the**

***Tenderer***

\_\_\_\_\_

**(Name and address of organisation)**

**Name and**

**signature of**

**witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

## DECLARATION OF INTEREST

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

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

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

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

2.2 Identity ..... Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company ..... Registration ..... Number: .....

2.5 Tax ..... Reference ..... Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

of this bid?

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Number / Employee Persal Number</b>

**4. DECLARATION**

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

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

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

.....

Signature

Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

**1..1.7**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

**Designated Group: An EME or QSE which is at last 51% owned by:**

**EME**

**QSE**

✓

✓

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

**OR**

Any EME

Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of  
company/firm:.....

8.2 VAT registration  
number:.....

8.3 Company registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:.....

ADDRESS.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....  
SignatureDate

.....  
Position Name of Bidder

## **Annexure F**

**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 G**

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

## **Annexure H**

**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 I**

**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 J

### [General Conditions of Contract]

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

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

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

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

## **Annexure K**

### **Tax Compliant Status and CSD Registration Requirements**

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

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

**CSD Registration Number:**



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

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