

# REQUEST FOR PROPOSALS FOR TECHNICAL REVIEW COMMITTEE: REVIEW PANEL

| Closing date:         | 20 <sup>th</sup> November 2025  |
|-----------------------|---|
| Time:                 | 11:00 AM  |
| Submission format:    | Electronic submission to <a href="mailto:0225a.procurement@sanedi.org.za">0225a.procurement@sanedi.org.za</a> |
| (Service providers to | submit attachments and not electronic links)  |
|                       |   |
|                       |   |
| Name of the respon    | dent:   |
|                       |   |
|                       |   |
|                       |   |
|                       |   |

Late bids will not be accepted for consideration.

#### **DISCLAIMER:**

- SANEDI has not appointed external consultants to liaise with bidders on any matter. All queries regarding this bid must be submitted in writing to the Supply Chain Management Unit of SANEDI.
- SANEDI issues this invitation for bids in good faith; however, it reserves the right to:
  - o Appoint more than one service provider, if required.
  - o Cancel or delay the selection process at any time, without explanation.
  - o Not select any of the respondents to this bid invitation, without explanation.
  - o Exclude certain services, without explanation.
- SANEDI has zero tolerance for fraudulent or corrupt activities.
- Any attempt by SANEDI employees to solicit bribes from bidders is unlawful and must be reported immediately.
- If a bribe is paid, SANEDI will not be liable for any financial loss, as no SANEDI employee or committee member may request payment to influence a bid outcome.
- Fraud, bribery, and corruption are unlawful, and SANEDI will disqualify any bidder found to be involved from further consideration in the tender process.
- A contract will only be valid once reduced to writing and signed by the designated responsible person of both parties. At SANEDI, this is the Chief Executive Officer or his/her duly authorized delegate.



#### **BID DETAILS**

| Bid Title | Request for proposals for technical review commi | ittee: |
|-----------|--|--------|
|-----------|--|--------|

review panel

Procurement Reference Number 0225a

Date of TENDER 30 October 2025

Compulsory Briefing Session N/A

Date of Tender CLOSING 20<sup>th</sup> November 2025 at 11:00 am

#### **CONTACT INFORMATION**

Any enquiries regarding the bidding procedure may be directed to:

**SCM Department** 

Telephone: 011 038 4300

E-mail: enquiries.procurement@sanedi.org.za

#### **BIDDER'S DETAILS**

| NAME OF BIDDER                |
|-------------------------------|
| POSTAL ADDRESS                |
| STREET ADDRESS                |
| CONTACT PERSON                |
| TELEPHONE NUMBER Code Number  |
| CELL PHONE NUMBER Code Number |
| FACSIMILE NUMBER CodeNumber   |
| E-MAIL ADDRESS                |
|                               |
| Signature of Bidder Date      |



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#### 1. Notice And Invitation to Submit Proposals

The SOUTH AFRICAN NATIONAL ENERGY DEVELOPMENT INSTITUTE invites suitably qualified and experienced service providers to submit priced proposals for the supply of goods and services as indicated in the Scope of Works herein. SANEDI is a research and development entity established as a juristic person in terms of the Energy Act, Act 34 of 2008. SANEDI' key focus areas are research and development into new energy technologies and energy efficiency.

Respondents must comply with the terms and condition as specified in this Bid Document either in their singular capacity or as part of a Joint Venture or consortium.

Potentially emerging enterprises and SMME's who satisfy criteria stated in the Submission Data may submit proposals

Only respondents who submit fully completed priced proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated

Queries relating to the issue of these documents may be addressed to

the SCM Department

E-Mail: enquiries.procurement@sanedi.org.za

The closing time for receipt of Proposals is at:

11h00 on the 20th November 2025



#### 2. Submission Data - Specific Conditions of Contract.

## The Employer 1. The Employer is SANEDI and is referred to as the CLIENT or EMPLOYER. Composition of Bid Document 2. The Call for Proposals, the price quotation and the Enterprises responding submission documents forms part of a BID DOCUMENT and may be referred to further herein. The documents associated with the calling for Proposals issued by the employer comprise: Submission Criteria Notice and Invitation to Submit a Quotation Submission Data – Specific Conditions of Contract **Evaluation Criteria and Scoring** Central Supplier Database (CSD) summary report Returnable Schedules **Technical Proposal & Methodology Statements Specific Goals Declaration** Declaration of Interest Certificate of Acceptance – General Conditions of Contract Certificate of Attendance – Tender Clarification Meeting Pricing Schedule / Schedule of Rates Form of Tender Only respondents who submit fully completed Proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated **Bid Clarification Meeting** 3. There will be no Bid clarification meeting.

### 4. ELECTRONIC RETURN OF SUBMISSIONS AND NO MANUAL SUBMISSION WILL BE ACCEPTED.

Submissions / Bid Documents may be returned to the CLIENT by means of Electronic Submissions via E-Mail. The Submission E-Mail address designated is <a href="mailto:occurrented-sanedi.org.za">occurrent@sanedi.org.za</a>

The Bidder shall ensure that the Bid Documents Returnable Schedules together with all Statutory Returns are duly completed, signed and scanned and uploaded to the designated E-mail address in a lock PDF format file.

Documents transmitted in an editable format will be regarded as non-returns and may render the submission unresponsive. Telephonic, telegraphic, telex, facsimile submissions offers will not be accepted.

The size limits for SANEDI Email is **20 MB.** Bidders may submit more than one E-mail. Service providers should avoid sending links as this may lead to disqualification if the link fails to open



The closing time for submissions is as stated in the Notice and Invitation to Submit a Proposal 5. Quotation, in the manner specified is Closing date: 20th November 2025 at 11h00 AM NO Late submissions, or submissions not deposited in the designated e-mail address will be considered, and it is incumbent on the Bidder to ensure that their submission together with all supporting documentation is in the designated e-mail address before the closing Time and date specified. The Bidder holds SANEDI harmless and indemnifies SANEDI in the event of any failure that prevents 6. or delays the bid submission from being in the designated Tender Box/email address at the time of Bid Closure. Bidders are prohibited from using SANEDI Staff acting as their couriers, agents or delivery mediums to deposit bids in the tender box, and the bidder acknowledges that the use of SANEDI staff in this way will immediately disqualify their tender submission. It is the sole responsibility of the bidder to ensure that the documents submitted via PDF format are not corrupt and that any corrupt documents received by the closing date will be automatically excluded from being evaluated. Information and data to be completed in all respects 7. Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive. Accept that the Employer shall not assume any responsibility for the misplacement or Premature opening of the tender offer if the Bid is not submitted in the required format and clearly marked with the bid reference and placed in the designated tender box before bid closing. SANEDI reserves the right to rotate suppliers according to SANEDI's rotation policy. 8. 9. SANEDI reserves the right to independently verify Information that is submitted by the bidder. 10. Bidders are prohibited and will be disqualified if they share resources amongst themselves for the same tender e.g. the proposed team member of company "A" is also a team member of company "B".



#### 3. SCOPE OF WORKS/TECHNICAL SPECIFICATIONS

#### 3.1 BACKGROUND

The South African National Energy Development Institute (SANEDI) is a statutory body established in terms of the National Energy Act No. 34 of 2008. The Act provides for SANEDI to direct, monitor, and conduct energy research and development, promote energy research and technology innovation, as well as undertake measures to promoteenergy efficiency throughout the economy.

The Department of Science, Technology and Innovation (DSTI) established the Energy Secretariat at SANEDI, which created a platform that allows for both private and public sectors to participate in the following energy related research, development and innovation (RDI) Flagship Programmes supported by the DSTI:

- Hydrogen South Africa (HySA);
- Renewable Energy Hub and Spokes;
- Coal CO<sub>2</sub> to X; and
- Energy Storage.

The mandate of the DSTI is to:

- Have a responsive coordinated and efficient National System of Innovation (NSI);
- Develop Human Capital Development for science;
- Support increased knowledge generation;
- Use knowledge for economic and inclusive development; and
- Promote innovation for a capable state.

The Energy Secretariat is to ensure the effective and efficient implementation of DSTI Flagship programmes and key initiatives . The Energy Secretariat is mandated to assist the DSTI in:

- Monitoring the implementation of the Energy Science, Technology, and Innovation (STI) Plan, which is part of the Department's Decadal Plan. The Energy STI plan takes into consideration and builds on the HySA Strategy, Energy Storage RDI, Solar Energy Technology Roadmap, Coal CO₂ to X RDI Roadmap, and the Hydrogen Society Roadmap (HSRM);
- Monitoring the implementation of innovation policies relevant to the energy space through the four flagships (namely hydrogen economy, carbon dioxide captures and utilisation, renewable energy and energy storage);
- Managing and monitoring large scale deployments in partnership with public, private sector and academia in support
  of the Presidential District Development Model (DDM), such as the Platinum Valley, clean energy deployments in
  partnership with local and district municipalities, as well as other government departments; and
- Coordinating the training of Technical and Vocational Education and Training (TVET) graduates and University of Technology (UoT) graduates on emerging technologies (i.e., fuel cells, batteries, renewables) in partnership with the relevant entities under the Department of Higher Education and Training (DHET), such as the Energy & Water Sector Education Training Authority (EWSETA).

#### 3.1.1 Hydrogen South Africa Programme

The DSTI developed the National Hydrogen and Fuel Cell Technologies (HFCT) Research, Development and Innovation



(RDI) Strategy that was approved by Cabinet in 2007 to create knowledge, human resource capacity and enable the development of high-value commercial activities in HFCT through adding value to the country's platinum group metal (PGM) resources. The Strategy was formally launched by the DSTI in 2008 and branded HySA.

The HySA Strategy established three Centres of Competence (CoCs) to drive research and development (R&D) work in HFCT. These are: Hydrogen Catalysis (HySA Catalysis), co-hosted by the University of Cape Town (UCT) and Mintek, Systems Integration and Technology Validation (HySA Systems), hosted by the University of the Western Cape (UWC) and Hydrogen Generation, Delivery and Storage (HySA Infrastructure), co-hosted by North West University (NWU) and the Council for Scientific and Industrial Research (CSIR).

The HySA Programme has three phases, which are:

- Technology Catch-up (Phase 1: 2008/9 to 2013/14): Focused on the establishment of research and development (R&D) capability;
- South African Extension (Phase 2: 2014/15 to 2018/19): Focused on technology demonstration, testing and validation
  as well as delivering first products to pilot markets through spin out companies; and
- South African Innovation (Phase 3: 2019/20 to 2023/24): Focused on technology commercialisation aimed at contributing to international innovation while capturing 25% of the hydrogen fuel cell market.

The HySA Programme, in its 12<sup>th</sup> year of implementation, underwent a second independent five-year review during the 2019/20 FY. The review confirmed that the HySA Programme has made significant progress in the establishment of a national technological capability in HFCT. In some cases, international benchmark performance levels had been achieved, which bodes well for the commercialisation of the technologies that are dominated by global value chains.

One of the key recommendations of the independent review was that for HFCT to transition from niche applications to a regime, a well-coordinated approach across government is required to accelerate deployments and to support the RDI and commercial efforts of the HySA Programme. The review highlighted the importance of establishing an overarching national roadmap, such as the HSRM, that is needed to provide a guiding framework for the integration of Hydrogen related technologies into various sectors of the South African economy and society in general.

Through an extensive, comprehensive and inclusive stakeholder consultation process, the DSTI embarked upon a process to develop a HSRM. Cabinet approved the HSRM, and its release to the public, on 14 September 2021. In addition, Cabinet also approved the extension of the HySA Programme, from 2022/23 FY up to 2030/31 FY. The objective was for government to continue to fund the HySA Programme for an additional 10 years and create an enabling environment for greater private sector participation and co-funding. The HSRM was launched by the Minister in February 2022 and released to the public.

The HSRM is South Africa's overarching blueprint document that articulates the country's aspirations in developing a local hydrogen economy that is globally competitive, to enable the country to benefit from the global demand for low emissions hydrogen and derivatives. Since the launch of the HSRM, the following catalytic projects, including the approved Strategic Integrated Projects (SIPs), have been initiated to stimulate the development of the local hydrogen economy:

- Platinum Valley Initiative (PVI);
- Coal CO<sub>2</sub> to X RDI Flagship Programme;
- Boegoebaai Green Hydrogen Development Project in Northern Cape;
- Sasol HySHiFT in Mpumalanga;
- Sasolburg Green Hydrogen Hub in Free State;
- Atlanthia Green Hydrogen in Western Cape;
- Prieska Power Reserve in Northen Cape;
- Ubuntu Green Energy Hydrogen Project in Northern Cape;
- Upilanga Solar and Green Hydrogen Park in Northern Cape; and



• HIVE Ammonia project in Eastern Cape.

The DSTI completed a feasibility study on the platinum valley initiative (PVI), South African version of the Hydrogen Valley, in partnership with Anglo American Platinum, clean energy solutions provider Bambili Energy, and energy and services company ENGIE. The feasibility study identified catalytic projects in the mobility, industrial and buildings sectors along the corridor starting in Mogalakwena Mine in Limpopo, through Gauteng to Durban. The projects are expected to facilitate the commercialisation and manufacturing of publicly funded intellectual property (IP), while contributing to the beneficiation of the PGMs in targeted geographic areas as well as unlock the socio-economic benefits that can accrue through the integration of HFCT in various sectors of the economy. The projected hydrogen demand in the PVI is expected to reach 185 000 tonnes by 2030.

In supporting the implementation of the HSRM and PVI, the DSTI is focusing on building strategic partnerships, both locally and internationally, to achieve the HSRM high-level outcomes and position South Africa as a significant player and reliable partner within the hydrogen economy.

Leveraging on the implementation of the HySA Programme, the DSTI is leading the engagements to promote collaboration, investment and innovation in support of the deployment of hydrogen at scale, which is required for the successful implementation of the HSRM. In exploring strategic international and local partnerships, the focus has been on leveraging:

- Existing trade relations with the potential partner country;
- Synergies between the potential partner country's Hydrogen Strategy and the HSRM;
- Use of science, technology and innovation in driving economic development;
- Opportunities to integrate locally developed IP, collaborate and co-develop technologies; and
- Potential for the country to be a market for South African low emissions hydrogen and derivatives.

The HySA Strategy requires that the overall performance of the HySA Programme be reviewed every five years by an independent panel of experts. External reviews are important in supporting the effective functioning and positioning of publicly funded programmes in science and technology institutions. The Energy Secretariat at SANEDI is currently preparing for the third five-year review of the HySA Programme.

#### 3.1.2 Energy Storage RDI Programme

South Africa, through the DSTI, has been supporting the development of energy storage technologies with a focus on lithium-ion batteries targeting both stationary and mobile applications. Given the abundance of high-quality manganese ore and the availability of other relevant battery minerals like lithium, nickel and cobalt in neighbouring countries, the objective has been to develop value-added precursor materials like lithium manganese oxide and lithium nickel manganese cobalt. In this regard, capabilities ranging from computational modelling, precursor material development, cell manufacturing and battery testing have been developed through a consortium of universities and science councils comprising the University of Limpopo, the University of the Western Cape, the University of the Witwatersrand, Nelson Mandela University, the CSIR and NECSA.

To date, pilot plant facilities for precursor development and cell manufacturing exist at universities of Limpopo and Western Cape, respectively, while a fully-fledged battery testing certification facility with links to the automotive industry has been established at the Nelson Mandela University as part of the Uyilo Mobility Programme.

A number of private sector partners with an interest in local manufacturing of batteries have also emerged recently in South Africa. The private sector partners and other key stakeholders have recently participated in a consultative process as part of developing a broader energy storage RDI roadmap. The broader RDI roadmap is expected to incorporate other technologies like vanadium redox flow batteries, hydrogen storage. In addition, it will leverage existing collaborations with Argonne National Labs (USA) on lithium-ion batteries and collaboration with Fraunhofer (Germany) on nickel-iron batteries. Given the increased proportion of renewable energy in the energy mix (IRP 2019), energy storage technologies



will play a more prominent role in South Africa's future energy system.

#### 3.1.3 Coal CO<sub>2</sub>-X RDI Programme

The Coal CO<sub>2</sub>-X RDI Programme aims to show that it is possible to produce clean electricity by coal-fired power plants and reduce greenhouse gas emissions. The Programme will show how flue gas (which is made up of carbon dioxide, sulphur oxides, nitrogen oxides, particulate matter, heavy metals) can produce value-added products using green hydrogen and green ammonia based on international and locally developed intellectual property. In this case, flue gas is considered from a range of industrial facilities (i.e. coal-fired power generation plants, cement production, steel and iron, and incinerators) that releases flue gas during their production, allowing the use of coal to produce electricity. Some of the critical commodities are green hydrogen, green ammonia, sulphuric acid and fertiliser.

Considering the carbon dioxide Abatement Challenge in South Africa, South Africa is a signatory of the COP21 Paris Agreement and has committed itself to a Peak-Plateau-Decline (PPD) trajectory regarding its carbon dioxide emissions. Current carbon dioxide emissions have reached a value of 516 Mt of carbon dioxide in 2018. The government published its greenhouse gas reduction strategies and indicated that science and technology must play an essential role in achieving mitigation targets. This Carbon Capture Storage and Use RDI program is seen as a response to industries in South Africa that challenge abate local pollutants such as particulate matter, sulphur oxides, nitrous oxides and heavy metals. The South African government published environmental legislation in 2010 to provide limits for compliance of all industrial plants by 2020.

In addition, the Programme will mobilise private investments through the flue gas sector for the industrial production of saleable commodities while reducing greenhouse gas emissions. The project will assist the South African government in meeting the Paris Agreement's obligation and demands for energy access.

Onsite generated commodity streams like green ammonia, commercial fertiliser and sulphuric acid allow for a paradigm shift from a classical "dirty" coal-fired power plant to a modern integrated and combined power generation and green chemicals factory setup. In addition, the CoalCO2-X RDI Flagship Programme provides a platform for the further maturing and commercialisation of South African hydrogen technologies in which the DSTI has made substantial previous and ongoing investments. Broadly, the demonstration programme is highly relevant to current South African debates and challenges on emission abatement in all industrial sectors grappling with compliance related to pollutants and carbon tax legislation. Several industrial companies that generate flue gases have already come forward to be part of the CoalCO2-X Programme.

#### 3.1.4 Renewable Energy Hub and Spokes Programme

The Renewable Energy Hub and Spokes Programme was initiated in the 2006/07 financial year to support directed research and technological innovation that further develops renewable energy technologies and the requisite skills at the postgraduate level, increasing the knowledge base. Stellenbosch University hosts the Renewable Energy Hub, the Solar Photovoltaic Spoke is co-hosted by Nelson Mandela University and the University of Fort Hare, the Solar Thermal Spoke is co-hosted by the University of Pretoria and Stellenbosch University, and the Wind Energy Spoke is hosted by the University of Cape Town and Stellenbosch University.

The Renewable Energy Hub and Spokes Programme stimulates new science, technology, and innovation-based industries to support government policies/plans such as the 2003 Renewable Energy Policy, the Integrated Resource Plan (IRP 2010, IRP 2019 and IRP 2023) Renewable Energy Independent Power Producer Procurement Programme.

The outputs of the Renewable Energy Hub and Spokes Programme can contribute to the achievement of the Integrated Resource Plan (IRP) strategic goals of distributed generation (including embedded generation) through off-grid and micro-grid solutions, as well as the water-energy nexus.



The DSTI established and supported the Renewable Energy Hub and Spokes Programme to facilitate/support South Africa's transition to and position the country in a low carbon economy. The Programme is focusing on the following:

- Deepening knowledge by undertaking research projects for knowledge generation and to enhance the understanding of renewable and sustainable energy.
- Technology development and deployment through creating and enabling environment encompassing all the necessary processes involved in developing renewable and sustainable energy technologies.
- Human capital development at postgraduate level by developing the required skills set to service the dynamic energy sector.
- Market transformation through designing innovation initiatives with government, industry and academia to enable the seamless uptake of innovative products and services.

In line with its mandate, the DSTI supports the reduction in greenhouse gas emissions and air pollution while contributing to a more diverse and sustainable energy mix. Enable the widespread commercialisation of battery, fuel cell, renewable, and net-zero carbon technologies, with such technologies primarily based on publicly funded intellectual property rights. Penetration of clean and alternative energy technologies are achieved through research, development, and validation efforts. This is done to be competitive with current technologies, based on cost and performance. In so doing, strategic partnerships are forged with the public and private sector. In this way, institutional and market barriers to their commercialisation are significantly reduced.

This bid, of which the scope is detailed below, requires technical experts in engineering and science. Technical expertise and experience are warranted to evaluate the appropriateness and responsiveness of business plans/proposals, which underpins flagship programmes and projects.

#### 3.2 Scope of Work

The DSTI Energy Secretariat requires competent review panel members to critically synthesize and analyse business plans and proposals submitted to the DSTI Energy Secretariat. The business plans and proposals should at least contribute to any of the following key initiatives supported by the DSTI:

- The four Energy RDI Flagship Programmes;
- DSTI Decadal Plan;
- Hydrogen Society Roadmap (HSRM); and
- Platinum Valley Initiative

Furthermore, the business plans and proposals should contribute to the following key aspects:

- Support economic growth and employment;
- Create livelihoods at grassroots level; and
- Capacitation of the current and future workforce through training and reskilling.

The business plans and proposals that will be submitted through the DSTI Energy Secretariat for consideration should at least contribute to any of the key catalysts/principles outlined in the Decadal Plan:

- Innovation;
- Industrialisation;
- Inclusive development; and
- Partnerships.

The budgets assigned should be realistic and responsive to delivering the requisite deliverables set out in the various DSTI strategic priorities. The allocation of resources should be fit for purpose and sufficient to support the objectives and deliverables set out in the business plans and proposals.



The following scope of work would be required and applicable to the selected technical review committee members:

- Critical analysis of the business plans and proposals in relation to DSTI strategic priorities;
- Budget scrutiny and evaluation of cost effectiveness;
- Analysis of deliverables and practical implementation plans including project timelines, milestones and deliverables;
- Rank projects in terms of priority based on DSTI priorities and Annual Performance Plan (APP) targets;
- Critically review of mid-year progress reports and annual progress reports against the approved deliverables and expenditure by the implementing agencies; and
- Compilation of a consolidated report with summary/key outcomes/key findings/key recommendations (including recommended funding allocation) pertaining to the business plans and proposals) to be presented to the Decision Oversight Committee (DOC).

#### 3.2.1 Requisite Skills for the Technical Review Committee Members

- Technical skills and in-depth knowledge on any in the following technology development and deployment focus areas of the four Energy RDI Flagship Programmes;
  - o Technologies along the Hydrogen and Fuel cell value chain:
    - ➤ Platinum group metal (PGM) based catalysts for fuel cells and electrolysers;
    - > Technologies for hydrogen production, storage and distribution;
    - > Technology demonstration and deployment in stationary and mobile applications;
    - Facilitating and supporting the development of regional value chains focused on local value addition of energy transition minerals;
    - Scaling up deployment of low carbon energy technology innovations in partnership with other stakeholders in support of service delivery;
    - Mobilising resources to commercialize locally developed IP in support of new sources of growth and industrialization; and
    - Supporting the development of skills in emerging energy technologies in support of local manufacturing.
  - <u>Technologies along the lithium-ion battery value chain:</u>
    - Manganese-based precursor materials;
    - Pilot scale production of lithium-ion batteries, testing and integration;
    - Battery recycling and material recovery;
    - Facilitating and supporting the development of regional value chains focused on local value addition of energy transition minerals;
    - > Scaling up deployment of low carbon energy technology innovations in partnership with other stakeholders in support of service delivery;
    - Mobilising resources to commercialize locally developed IP in support of new sources of growth and industrialization; and
    - > Supporting the development of skills in emerging energy technologies in support of local manufacturing.
  - Carbon Capture and Utilisation technology demonstration:
    - ➤ CO<sub>2</sub> capture and conversion into fertilizer salts and low-carbon fuels;
    - ➤ SO<sub>x</sub> capture and conversion into sulphuric acid;
    - Explore partnerships for technology scale-up;
    - > Facilitating and supporting the development of regional value chains focused on local value addition of energy transition minerals;
    - Scaling up deployment of low carbon energy technology innovations in partnership with other stakeholders in support of service delivery;
    - Mobilising resources to commercialize locally developed IP in support of new sources of growth and industrialization; and
    - > Supporting the development of skills in emerging energy technologies in support of local manufacturing.
  - Renewable Energy Technologies:
    - > Support the deployment of renewable technologies such as solar and wind; and



- Explore partnerships for technology scale-up.
- Facilitating and supporting the development of regional value chains focused on local value addition of energy transition minerals;
- > Scaling up deployment of low carbon energy technology innovations in partnership with other stakeholders in support of service delivery;
- Mobilising resources to commercialize locally developed IP in support of new sources of growth and industrialization; and
- > Supporting the development of skills in emerging energy technologies in support of local manufacturing.
- Highly developed skills in relation to communication, report writing and coordination of diverse inputs and documentation;
- Respectful, collaborative and willing to consider other views;
- Good listening, attentive and communication skills
- Have good interpersonal skills able to engage well with people and be supportive;
- In-depth experience in the formulation and management of RDI programmes with a strong focus on innovation as well as strategic evaluations;
- Experience in the review of publicly funded RDI Programmes;
- In-depth experience in the commercialisation of RDI outputs and of the risks inherent in the various models used in taking products from lab to market;
- A good understanding of how both the public and private sectors work and how they interface with respect to funding for innovation and technology commercialisation, particularly in South Africa; and
- A good knowledge of the domestic and global energy landscape.

#### 3.2.2 The Energy Secretariat's Responsibilities

The Energy Secretariat at SANEDI shall ensure that the following information/documents and support are provided for the business plans/proposals review:

- Business plans/proposals/interventions submitted to the DSTI Energy Secretariat in the current financial year from institutions that are not part of the four RDI Flagship Programmes
- Evaluation criteria to be utilised by the technical review committee for the reviews
- The annual business plans for the RDI Flagship Programmes from 2020/21 FY to date
- The annual progress reports for the RDI Flagship Programmes from 2020/21FY to date
- The externally audited financial reports for the RDI Flagship Programmes from 2020/21FY to date
- Facilitate access to any other critical documents that may be deemed relevant and necessary to contribute to the outcome of the business plans, mid-year reports and annual reports review process;
- Liaison and communication with the key stakeholders (host institutions and partners within all the programmes for review purposes is offered; and members of the Decision Oversight Committee
- Logistical arrangements (meeting venue) are managed appropriately, in line with the applicable SANEDI policies.

#### 3.2.3 Timing and Scheduling

The DSTI Energy Secretariat will take into consideration the following key aspects:

- Availability of technical review committee members for the reviews
- The actual start date of the reviews; and
- Any relevant circumstances, which may arise.

The following table indicates the reporting requirements:

| Reporting Requirements  | <b>Completion Date</b> |
|---|------------------------|
| Submission of a draft final consolidated review report by convener.                         | TBC                    |
| Submission of a final consolidated review report by convener signed by the convener and all | TBC                    |



| Special principal control  |     |
|--|-----|
| review panel members.  |     |
| Submission of the secretariat services records (meeting minutes, action items, agendas etc) by the | TBC |
| convener signed by the convener and one review panel members                                       |     |

#### 4 Deliverables

The appointment of technical review committee members is effective from the date of signature of the contract and will be for **three years** and will be initiated by a meeting between the technical review committee member and the DSTI Energy Secretariat.

The payment schedule of the technical review committee members will be in accordance with the deliverables that are reflected in the table below as submitted by the Convener:

| Deliverables   | Payment Schedule |
|--|------------------|
| Submission of a draft final consolidated review report by convener.  | 20%              |
| Submission of a final consolidated review report by convener signed by convener and all review panel members.  | 30%              |
| Submission of the secretariat services records (meeting minutes, action items, agendas etc) by the convener signed by convener and one review panel members. | 50%              |

Furthermore, the technical review committee members will be compensated in accordance to DPSA rates as seen in **annexure** 



#### 5.2.1 Bidder's Declaration of Interest

#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state?

YES/NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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<sup>&</sup>lt;sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



| 2.2      | Do you, or any person conr is employed by the procuri   |                               | e a relationship with any pers                    | on who |  |
|----------|---|-------------------------------|---|--------|--|
| 2.2.1 If | so, furnish particulars:  |                               |   |        |  |
|          |   |                               |   |        |  |
| 2.3      | Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO |                               |   |        |  |
| 2.3.1 li | f so, furnish particulars:  |                               |   |        |  |
|          |   |                               |   |        |  |
| 3 DEC    | LARATION  |                               |   |        |  |
|          |   |                               | in submitting the at I certify to be true and com | plete  |  |
| 3.1      | I have read and I understar   | nd the contents of this discl | osure;  |        |  |
| 3.2      | I understand that the acco  |                               | alified if this disclosure is four                | nd not |  |
| 3.3      |   | . , ,                         | independently from, and v                         |        |  |



communication between partners in a joint venture or consortium will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.2 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.3 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| Signature | Date |
|-----------|------|



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



#### 3. Preference Points

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender: the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 Preference Points applicable:
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

|   | POINTS |
|---|--------|
| Price                                     | 80     |
| Specific Goals                            | 20     |
| Total points for price and specific goals | 100    |

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



#### 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (g) "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;
- (h) "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;
- (i) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) "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;
- (k) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (I) "proof of B-BBEE status level of contributor" means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
  - "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;



#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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



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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) |   |                  | Number of<br>points claimed<br>(80/20 system)<br>(To be<br>completed by<br>the tenderer) |
|---|---|---|------------------|--|
|   | Total points possible                     | Indicator                                 | Points allocated |  |
| B-BBEE Status level   | 10  | Level 1                                   | 10               |  |
| of Contributor  |   | Level 2                                   | 9                |  |
|   |   | Level 3                                   | 8                |  |
|   |   | Level 4                                   | 5                |  |
|   |   | Level 5                                   | 4                |  |
|   |   | Level 6                                   | 3                |  |
|   |   | Level 7                                   | 2                |  |
|   |   | Level 8                                   | 1                |  |
|   |   | Non-compliant                             | 0                |  |
| Women   | 5   | Women Owned 76% - 100%                    | 100%             |  |
|   |   | Women Owned 51% - 75%                     | 75%              |  |
|   |   | Women Owned 26% - 50%                     | 50%              |  |
|   |   | Women Owned 5% - 25%                      | 25%              |  |
|   |   | Women Owned less than 5% - 0%             | 0%               |  |
| Youth   | 2.5                                       | Youth Owned 76% - 100%                    | 100%             |  |
|   |   | Youth Owned 51% - 75%                     | 75%              |  |
|   |   | Youth Owned 26% - 50%                     | 50%              |  |
|   |   | Youth Owned 5% - 25%                      | 25%              |  |
|   |   | Youth Owned less than 5% - 0%             | 0%               |  |
| Persons with Disability                                     | 2.5                                       | Person with Disability 76% - 100%         | 100%             |  |
| Disability  |   | Persons with disability 51% - 75%         | 75%              |  |
|   |   | Persons with disability 26% - 50%         | 50%              |  |
|   |   | Persons with disability 5% - 25%          | 25%              |  |
|   |   | Persons with disability less than 5% - 0% | 0%               |  |
| TOTAL FOR SPECIFIC GOALS                                    | 20  |   |                  |  |



#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

| 4.3 Name of the company/firm     |
|----------------------------------|
| 4.4 Company registration number: |

#### 4.5 TYPE OF COMPANY/FIRM

| Type of Firm                          | Tick the applicable box here |
|---------------------------------------|------------------------------|
| Partnership/Joint Venture/ Consortium |                              |
| One-person business/sole propriety    |                              |
| Close corporation                     |                              |
| Public Company                        |                              |
| Personal Liability Company            |                              |
| (Pty) Limited                         |                              |
| Non -Profit Company                   |                              |
| State Owned Company                   |                              |

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have —
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

|                   | SIGNATURE(S) OF TENDERER(S) |
|-------------------|-----------------------------|
| SURNAME AND NAME: |                             |
| DATE:             |                             |
| ADDRESS:          |                             |
|                   |                             |
|                   |                             |
|                   |                             |



#### **Phase 2: Functionality Evaluation**

1) Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of seventy percent (70%).

The panel members will individually evaluate the responses received against the following criteria as set out below:

**Table 1: Outline of Evaluation Criteria** 

| Criteria  | Scoring Guidelines (0 - 10)   | Weighting |
|---|---|-----------|
| 1. Technical skills and in-depth knowledge on any of the technology development and deployment focus areas of the four Energy RDI Flagship Programmes  Output  Description: | <ul> <li>Has technical skills and in-depth knowledge in none of the technology development and deployment focus areas = 0</li> <li>Has technical skills and in-depth knowledge in one of the technology development and deployment focus areas = 1</li> <li>Has technical skills and in-depth knowledge in three of the technology development and deployment focus areas = 3</li> <li>Has technical skills and in-depth knowledge in four of the technology development and deployment focus areas = 5</li> <li>Has technical skills and in-depth knowledge in five of the technology development and deployment focus areas = 8</li> <li>Has technical skills and in-depth knowledge in more than 5 of the technology development and deployment focus areas =</li> </ul> | 25%       |
| 2. Experience in the review of publicly funded RDI Programmes   | <ul> <li>No proof submitted or 0 years' experience = 0</li> <li>Proof submitted 1-3 years' experience = 4</li> <li>Proof submitted of 5 years' experience = 5</li> <li>Proof submitted of 6-7 years' experience = 7</li> <li>Proof submitted of 8-10 years of experience evaluations/reviews successfully conducted = 9</li> <li>Proof submitted of more than 10 years' experience evaluations/reviews successfully conducted = 10</li> </ul>   | 25%       |



| 3 In-depth experience in the formulation and management of R&DI programmes with a strong focus on innovation as well as strategic evaluations  4. In-depth experience in the | <ul> <li>No proof submitted or 0 years' experience = 0</li> <li>Proof submitted 1-3 years' experience = 4</li> <li>Proof submitted of 5 years' experience = 5</li> <li>Proof submitted of 6-7 years' experience = 7</li> <li>Proof submitted of 8-10 years of experience evaluations/reviews successfully conducted = 9</li> <li>Proof submitted of more than 10 years' experience evaluations/reviews successfully conducted = 10</li> </ul> | 25%  |
|--|---|------|
| commercialisation of RDI outputs   | <ul> <li>No proof submitted or 0 years' experience = 0</li> <li>Proof submitted 1-3 years' experience = 4</li> <li>Proof submitted of 5 years' experience = 5</li> <li>Proof submitted of 6-7 years' experience = 7</li> <li>Proof submitted of 8-10 years of experience evaluations/reviews successfully conducted = 9</li> <li>Proof submitted of more than 10 years' experience evaluations/reviews successfully conducted = 10</li> </ul> | 25%  |
| Threshold  |   | 70%  |
| Total  |   | 100% |



#### a. Technical Proposal & Methodology Statement

#### **5.2.2** Solution Statement

The **Solution Statement and Methodology** must respond to the scope of work and outline the proposed technical solution offered. This technical solution statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project and detail the time frames and proposed methodology. Vulture

The layout of the solution statement and Methodology should be such that it mirrors the headings contained in the Scope of Works, Section 6 of this Bid Document.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The document should explain the technical attributes and contain specifications of all equipment proposed, to demonstrate the compatibility and capability of the solution. The technical paper should also include a quality plan which outlines processes, procedures for the testing and verification of deliverables, and meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. The Methodology statement must also include an activity Gantt reflecting a work breakdown structure.

#### DECLARATION OF BIDDER – TECHNICAL PROPOSAL AND METHODOLOGY STATEMENTS

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of the sections 5.2 schedule is within my personal knowledge and is to the best of my belief both true and correct.

| Name of Enterprise Bidding:       |
|-----------------------------------|
| Name of Authorised Representative |
| Signature of Authorised Bidder    |
| Date                              |



# 5.2.3 Certificate of Acceptance – General Conditions of Contract

| I, THE UNDERSIGNED (NAME)  |
|--|
| Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the terms and conditions of contract are acceptable to the enterprise and that such contract will be acceptable to the enterprise should the contract or part thereof be awarded to the enterprise, and that such contract will be signed by the enterprise within 7 days of a request to sign the contract. |
| Name of Enterprise Bidding:  |
| Name of Authorised Representative  |
| Signature of Authorised Bidder   |
| Date   |



# b. Pricing Schedule

| Activities as per | COST        |
|-------------------|-------------|
| the deliverables  | <b>CO31</b> |
| of the project    |             |
| of the project    |             |
|                   |             |
| Activity 1        |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
| Activity 2        |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
| Activity 3        |             |
| · ·               |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
| Activity 4        |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
| Activity 5        |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |



| Additional assts  |                    |        |
|---|--------------------|--------|
| Additional costs  |                    |        |
|   |                    |        |
|   |                    |        |
|   |                    |        |
|   |                    |        |
|   |                    |        |
| Total costs (EXCL.) VAT   |                    |        |
| VAT   |                    |        |
|   |                    |        |
| Total Cost (INCL.) VAT  |                    |        |
|   | 1                  | l      |
| AMOUNT IN WORDS   |                    |        |
| To be carried forward to Section 8  |                    |        |
| Form of Tender BID 0225a  |                    |        |
|   |                    |        |
|   |                    |        |
| SIGNATURE OF BIDDER   |                    |        |
|   |                    | _      |
| I confirm that I am duly authorised to sign and certify that the price indicated the control of | ed on the schedule | is our |
| bid price submitted   |                    |        |
| NAME (PRINT) CAPACITY   | •••••              |        |
| SIGNATURE   |                    |        |
|   |                    |        |
| NAME OF FIRM DATE   |                    |        |
| IVAIVIE OF FINIVE DATE  |                    | ••••   |



#### c. Form of Tender

#### 1. Conditions of Acceptance

- The Tenderer is required to complete this FORM of TENDER in every respect, and tenders will not be considered unless this FORM of TENDER is completed in every particular and each page is initialled by the tenderer and fully signed on this page.
- This Form of Tender shall be completed by the tenderer in black ink and no corrections, use of correcting fluids or any alterations will be permitted.
- The FORM of TENDER and price schedules shall be stated in South African Rand (ZAR) and the price indicated on the schedules shall be binding on the tenderer, and no exception shall be made for omissions, casting errors or errors of whatsoever nature.
- Where a tenderer is not returning a price for a line item, or costs associated with that line item are included in another line item, the tendered shall endorse that line item with the words, "No Cost" or "incorporated in Item (N0....)" whichever being applicable.

#### 2. Confidentiality

All information pertaining to the services acquired by **SANEDI** from the service provider or furnished to the service provider shall be treated as confidential by the service provider and shall not be used or furnished to any other person other than for the purposes of the services without the written Consent of the Accounting Officer unless such information is or later becomes public knowledge, other than by breach of the afore-going.

- The service provider shall ensure that all its officers, employees, agents or subcontractors treat all information relating to the services as confidential.
- 4. The service provider shall ensure that proper security procedures are implemented and maintained to restrict, as far as possible, access to confidential information. The service provider shall ensure that no confidential information is copied or reproduced without prior written approval by the Accounting Officer.
- 5. Failure by the service provider to comply with the provisions of this Clause shall constitute a material breach of the contract and shall constitute a ground for termination of the contract by SANEDI, by giving the service provider thirty days' notice.

#### Priced Proposal

The Bid is a **FIXED PRICE PROPOSAL** and clause 48 shall apply. Clause 49 is not applicable.

7. FIXED PRICE PROPOSAL

The price quoted in the pricing schedule and returned in the Form of Tender is returned as a  ${\sf FIXED}$ 

PRICE PROPOSAL valid for a period of contract and is not subject to cost price escalations, foreign currency variation or additionality as agreed in the Conditions of Contract



| required to comply with all remittance requirements stipulated in the Conditions of Contract specific to this appointment.  The Bidder is advised to plan and provide for all possible risks that may affect the delivery project on time and what mechanisms are in place to manage such risks.  We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the  | 8. | The Bidder is advised that SANEDI will remit the appointed service provider directly and shall be |
|--|----|---|
| <ul> <li>The Bidder is advised to plan and provide for all possible risks that may affect the delivery project on time and what mechanisms are in place to manage such risks.</li> <li>We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the rates and prices set out in the Schedule and therefore offer the following PRICE and offer to undertake the works in accordance with the standards and specifications required.</li> <li>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that this Form of Tender is submitted in good faith, free of corrections, alterations or encumbrances and such price is binding on the enterprise for a period of 90 days from date of tender close and may be extended by mutual agreement between the parties for a further period of 90 days thereafter.</li> <li>We/I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) cover all the goods and/or works described in the attached bidding documents to SANEDI in accordance with the requirements and specifications stipulated in bid number 0225a at the price/s quoted. This offer remains binding and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.</li> <li>We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents in accordan</li></ul> |    |   |
| <ul> <li>project on time and what mechanisms are in place to manage such risks.</li> <li>We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the rates and prices set out in the Schedule and therefore offer the following PRICE and offer to undertake the works in accordance with the standards and specifications required.</li> <li>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that this Form of Tender is submitted in good faith, free of corrections, alterations or encumbrances and such price is binding on the enterprise for a period of 90 days from date of tender close and may be extended by mutual agreement between the parties for a further period of 90 days thereafter.</li> <li>We/I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.</li> <li>We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to SANEDI in accordance with the requirements and specifications stipulated in bid number 0225a at the price/s quoted.  This offer remains binding and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.</li> <li>We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents in accordance with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of goods and servi</li></ul> |    |   |
| <ul> <li>on time and what mechanisms are in place to manage such risks.</li> <li>We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the rates and prices set out in the Schedule and therefore offer the following PRICE and offer to undertake the works in accordance with the standards and specifications required.</li> <li>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that this Form of Tender is submitted in good faith, free of corrections, alterations or encumbrances and such price is binding on the enterprise for a period of 90 days from date of tender close and may be extended by mutual agreement between the parties for a further period of 90 days thereafter.</li> <li>We/I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.</li> <li>We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to SANEDI in accordance with the requirements and specifications stipulated in bid number 0225a at the price/s quoted. This offer remains binding and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.</li> <li>We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents in accordance with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of</li></ul>                          | 9. |   |
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| fulfilment of this contract.  We/I declare that we/I have no participation in any collusive practices with any bidder or   | 15 |   |
| We/I declare that we/I have no participation in any collusive practices with any bidder or   |    |   |
|  | 40 | We/I declare that we/I have no participation in any collusive practices with any hidder or        |
|  | 16 |   |

Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the Bid submitted has been checked and all prices shown are full and final, and inclusive of all taxes, levies, duties and encumbrances, and shall remain valid for a period of 90 days from date of Quotation Closure as depicted in the Submission Data Section of this Bid Document



Therefore our TOTAL Tender Price in respect of the Goods and Services requested under this Call for Proposals (BID REF 0225a) as stated in South African Rand (ZAR) and upon the terms and conditions set out in the Bid Document free of exceptions, amendments or qualifications save those listed in Schedule 9 shall be:

| Tender Amount  | R                   |    |      |  |
|----------------|---------------------|----|------|--|
| Amount in Wo   | ords                |    | <br> |  |
|                |                     |    |      |  |
| Name of Enter  | prise Bidding:      |    |      |  |
| Name of Enter  | prise bluding       |    |      |  |
| Name of Autho  | orised Representati | ve |      |  |
| Signature of A | uthorised Bidder    |    |      |  |
| Date           |                     |    | <br> |  |