

REQUEST FOR PROPOSALS

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

BID NUMBER:	RFP360/2022
COMPULSORY BRIEFING SESSION DETAILS:	<p>08 December 2022 at 9:30am Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 325 771 788 109 Passcode: XtV2w4</p>
CLOSING DATE:	20 January 2023
CLOSING TIME:	23H55
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	An Appointment of a service provider to assess the energy infrastructure investments required between now and 2030 (and extended to 2040 and 2050), to achieve the energy and carbon targets.
BID DOCUMENTS DELIVERY ADDRESS:	<p>1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to tumim@dbsa.org ONLY; ➤ No – Tender Submission Link requests will be accepted after 16h00 on the 17 January 2023. 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. <p>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</p> <p>Closing date 20 January 2023 before 23:55. All bids must be in on the 20 January 2023.</p>

NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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PART A

INVITATION TO BID

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

BID NUMBER: RFP360/2022

DESCRIPTION:

AN APPOINTMENT OF A SERVICE PROVIDER TO ASSESS THE ENERGY INFRASTRUCTURE INVESTMENTS REQUIRED BETWEEN NOW AND 2030 (AND EXTENDED TO 2040 AND 2050), TO ACHIEVE THE ENERGY AND CARBON TARGETS.

COMPULSORY BRIEFING: 08 December 2022

LINK REQUESTS: No – Tender Submission Link requests will be accepted after **16h00 on the on the 17 January 2023**. Any requests after the stipulated date and time will be disregarded.

CLOSING DATE: 20 January 2023

CLOSING TIME: 23H55

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

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

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

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

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

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

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

1. BID SUBMISSION:	
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.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
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.	
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.	
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.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
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.	
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 WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<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
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

NB: Should all 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 – N/A

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Annexure E: SBD9: Certificate of Independent Bid Determination – N/A

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: tumim@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	30 / 11/ 2022
RFP document available	30 / 11 / 2022
Compulsory briefing session	08/12/2022 at 9H30am
Closing date for tender enquiries	17 / 01 / 2023
Link requests	17 / 01 / 2023 by 16h00
Closing date and time	20 / 01 / 2023 at 23h55
Intended completion of evaluation of tenders	3/03/2023
Intended formal notification of successful Bidder(s)	28/03/ 2023
Signing of Service Level Agreement	31/03/2023
Effective date	03/04/ 2023

5. SUBMISSION OF TENDERS

Instructions:

- Bidders are required to issue Tender Submission Link requests and all other enquiries to TumiM@dbsa.org **ONLY**.
- **No** – Tender Submission Link requests will be accepted after **16h00 on the 17th of January 2023**. 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 tumim@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, (tumim@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 as PRE-QUALIFIER, will be **disqualified immediately:**

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage folders (Folder 1 – Prequalifiers & Functionality Proposal & Folder 2 - Price Proposal)	Pre-Qualifier	Y
2	Attendance registers for Compulsory Briefing session.	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
3	Standard conditions of tender as required.	48 hours	Y
4	Returnable documents completed and signed.	48 hours	Y
5	Submission of proof of registration with National Treasury Central Supplier Database (CSD) (provide summary report). Bidder/s must be registered and compliant with CSD in order to do business with the DBSA.	48 hours	Y
	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y
8	Valid original/ certified letter of good standing (COIDA).	48 hours	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

27.1.1 Only those Bidders which score **[75]** 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 comply with the eligibility criteria will proceed to the next stage.

27.1.2 Third Stage – Oral presentation

Only those Bidders which score **3.75** or **[75]** points or higher (out of a possible 100) during the oral presentation will be evaluated further during the fourth stage of the Bid

27.1.3 fourth 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 Criteria

The Functional Criteria that will be used to test the capability of Bidders are as follows: The technical proposal will be evaluated according to the criteria and scoring system **indicated under terms of reference section 9.2 on page 49 – 52 of this document**. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **75 points** for the technical proposal will move to the next level of evaluation where a score for oral presentation.

A minimum of **75 points out of a 100** for the functional evaluation will qualify the Bid to move on to the third stage of evaluation, which is oral presentation evaluation. Bidders that do not score 3.5 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.5 Third Stage: Oral Presentation Assessment

Bidders who pass second stage will be invited to do an oral presentation as indicated under terms of reference **section 9.3 on page 52 of this document**.

27.6 **Fourth Stage: Price and Preferential Points Assessment**

27.6.1 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

27.6.2 **Price points**

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

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

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

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

27.6.3 **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-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
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.

27.6.4 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 to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing	Comply/Accept	Do not comply/Do not accept

within two working days after the request has been made, otherwise the proposal may be disqualified.		
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36.1.5

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

36.1.6

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

36.1.7

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

36.1.8

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

36.1.9

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

36.1.10

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

36.1.11

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.	Comply/Accept	Do not comply/Do not accept

36.1.12

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

36.1.13

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

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

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	Comply/Accept	Do not comply/Do not accept
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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.		
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36.1.19

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

36.1.20

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

36.1.21

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.	Comply/Accept	Do not comply/Do not accept

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>	Comply/Accept	Do not comply/Do not accept

36.1.23

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

36.1.24

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

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.	Comply/Accept	Do not comply/Do not accept
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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.	Comply/Accept	Do not comply/Do not accept

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.	Comply/Accept	Do not comply/Do not accept

36.1.28

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

36.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.	Comply/Accept	Do not comply/Do not accept
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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.		
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36.1.30

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

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.....

.....

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

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE

1.INTRODUCTION

The Development Bank of Southern Africa (“DBSA”) is a development finance institution (“DFI”) that promotes economic and social development by mobilising financial and other resources from the national, international, private, and public sectors for sustainable development projects in South Africa (“RSA”) and the rest of the African continent.

The Presidential Climate Commission (“PCC”) is an independent, statutory, multistakeholder body established and Chaired by President Cyril Ramaphosa, with a purpose to oversee and facilitate a just and equitable transition towards a low-emissions and climate-resilient economy and society.

The National Planning Commission (“NPC”) is an independent advisory body on national development planning to government, comprising experts from the private sector, academia and other stakeholders focusing on RSA’s medium- and longer-term planning requirements as defined in the National Development Plan.

The Southern Africa – Towards Inclusive Economic Development (“SA-TIED”) programme looks at ways to support policy-making for inclusive growth and economic transformation in the Southern Africa region, through original research conceived and produced in collaboration between United Nations University World Institute for Development Economics Research (“UNU-WIDER”), National Treasury, the International Food Policy Research Institute (“IFPRI”), and many other governmental and research organizations in South Africa and its sub-region.

The DBSA, PCC, NPC, and National Treasury (SA-TIED), collectively referred to as the Parties, share similar commitments towards socio-economic development, energy security and access, the just energy transition and achieving the climate commitments of South Africa.

2.BACKGROUND AND CONTEXT

South Africa is a signatory to the United Nations Framework Convention on Climate Change (UNFCCC) and to the Paris Agreement. As an energy- and emissions-intensive middle-income

country, it has recognized the need to contribute to global climate goals, taking into account the principle of common but differentiated responsibilities and the need for recognition of its capabilities and national circumstances. National commitments are outlined in the Nationally Determined Contribution (“NDC”), recommended by the PCC and adopted by the government for submission to the UNFCCC as an updated and more ambitious NDC in September 2021.

To achieve the goals of the National Development Plan (“NDP”), National Infrastructure Plan 2050 (“NIP2050”), economic decarbonization, and the Sustainable Development Goals (“SDGs”) at the required pace and scale, it is critical for public and private economic stakeholders to align on the capital projects required within the South African economy. From a climate perspective, achieving a coordinated response will require the existence of feasible mitigation pathways for planning purposes. Whilst trade-offs must be made, effective coordination of climate mitigation action can deliver net economic benefits, supporting sustainable development. This is vital in a country like RSA where both the rate of growth and economic structure remain misaligned with the objective of inclusive growth which meaningfully reduces unemployment and inequality. Understanding the future implications on SDG 7 (‘ensure access to affordable, reliable, sustainable and modern energy for all’) of the current sectoral and macroeconomic environment becomes key to solidifying the existing sectoral knowledge and contributing to the policy dialogue. Therefore, one of the objectives of this study is to assess pathways for the power sector that can maximize RSA’s contribution in the achievement of SDG 7’s goals.

The Parties have partnered to conduct a study that will produce an energy paper based on climate mitigation, SDG 7 and NDP goals, and the Just Energy Transition (“JET”), amongst others. The paper will support South Africa to achieve its climate mitigation objectives, SDG and NDP goals. The study will assess the energy infrastructure investments required between now and 2030 (and extended to 2040 and 2050), to achieve the energy and carbon targets as specified in the NDP, the South African NDCs, and the SDGs. It should take into account the Just Transition Framework principles and ambitions as a living document. The study will also focus on understanding the climatic commitments of the country, socio-economic and financial implications of these commitments and an assessment of the policy environment, institutional structures, and financial management.

The knowledge and outcomes of the study can equip policymakers and other key stakeholders with relevant information to inform long-term decision making, both regarding energy infrastructure investments and economic opportunities (for example, local economic development and industrialization) as well as climate transition risks (loss of jobs, livelihoods, and local value chains) in the context of South Africa’s NDC commitments and potential mitigation pathways.

3.OBJECTIVES

The overall objective of this study is to assess energy infrastructure investments required between now and 2030 (extending to 2040 and 2050), to achieve the energy and carbon targets of South Africa as well as the associated economic and socio-economic impacts of implementing climate mitigation policies. The specific objectives of the study are to:

- Quantify climate pathway scenarios and energy infrastructure investments required to meet energy and carbon targets as specified in the NDP, the South African NDCs, and the SDGs;
- Quantify pathway scenarios and energy infrastructure investments required to meet South Africa's Just Energy Transition Framework taking into account the potential impact of current energy and climate policies, plans and regulations;
- Conduct high-level economic and socio-economic impact assessments for shortlisted climate, infrastructure investments and JET pathways scenarios (maximum of 3 scenarios to be selected);
- Where the developed pathway scenarios suggest a rapid roll-out of renewable energy projects outside the current policy environment, quantify these investment needs and highlight policy gaps. Also indicate what is possible for the private sector to invest, and what risk mitigation is still required for these projects;
- Develop a methodology to assess others' analyses and outputs within a "comparable common frame," allowing the Parties to corroborate as well as critically evaluate each of these prior to developing their own perspective against the NDC range that is most feasible for the JET;
- Identify and adapt the most appropriate methodological and modelling approach/es for mitigation costing analysis and economic impact assessment for RSA. This will include an analysis of the methodologies and assumptions underlying studies that have already been conducted, and compare or critique these, including carbon budget assumptions as described in the NDC;
- Develop estimates of the marginal cost of carbon abatement in RSA using various technologies, acknowledging that policy uncertainty remains regarding the selection of mitigation pathways, considering the cost of transition and other barriers;
- Assess the anticipated sectoral and industrial shifts, investment requirements, and socio-economic implications of climate mitigation action across the RSA economy until 2050, with reference to the range of carbon abatement parameters contained in the NDC.

- Set out key uncertainties and strategic policy options required to achieve SDG 7, NIP2050 and NDP goals, as well as long-term climate mitigation economic planning along with recommendations, taking into account the various costs/funding, climate, economic and social impacts of critical policy choices;
- Identify investment barriers and financing gaps and highlight infrastructure cost drivers and the implications of different policy choices;
- Engage policy makers and implementation agencies, to the extent possible, to work through the implications of policy choices and their trade-offs, in terms of costs and service levels.

4. SCOPE OF WORK

A qualified and experienced service provider (“Consultant”) is required to undertake this assignment on the following scope of work:

Scope	Description
4.1. Literature Review	Conduct a literature or market review covering current energy infrastructure investments (generation, transmission, and distribution) and the climate mitigation costing and economic impact research already undertaken in and for South Africa. The review should also comment on the current ‘carbon budget’ as described in the NDC, including the technical and commercial assumptions underpinning the modelling work that was done to arrive at these carbon parameters, including the comparability and realism of such assumptions, with a view to making sense of the disparate study outcomes that currently exist and reconcile where possible.
4.2. Identification of generation, transmission and distribution investments that are required between now and 2050 that will make it possible to achieve the energy and carbon targets as specified in the NDP, the South African NDCs, and the SDGs.	<p>Identify energy infrastructure investments in a manner that answers the following research questions:</p> <ul style="list-style-type: none">i. What is the funding gap between current levels of investment in energy infrastructures and what will be required to achieve the relevant energy and carbon SDGs, NDP, NDC goals, covering new capital, operations, and maintenance spending?ii. What policy and regulatory frameworks are in place that govern the flow of public and private investments in energy infrastructure and service delivery with respect to technologies, service levels and resilience in the face of climate change?iii. Given the probable impacts of climate change on the global commitment to decarbonization over the coming decades, what should the financing targets be for optimizing achievement of the energy and carbon SDGs and NDP goals by 2030, and extended to 2040 and 2050?

	<p>iv. What policy, institutional and regulatory (PIR) changes will be required to enable an increased level of investment in climate resilient energy infrastructure and services to achieve the NDP and SDG targets?</p> <p>v. What are the barriers for SDG 7.1 to achieve universal access and what needs to be done?</p> <p>vi. How can reliability of power supply, which disproportionately impacts poorer households, be improved to meet SDG targets, whilst being aligned to the JTF?</p> <p>vii. Is there a trade-off between the SDG7 targets, sectoral targets and the NDC commitments, and if so, what are they?</p> <p>viii. What will be the expected contribution of the existing IRP to SDG7.2?</p> <p>ix. What would be the expected contribution of investment in transmission, according to the Eskom transmission development plan, in terms of supporting SDG7?</p> <p>x. Will the National Energy Efficiency Strategy (NEES) promote energy efficiency gains in the power sector beyond the SDG7.3 target?</p> <p>xi. What would be the role of enhanced regional electricity trading (through more regional interconnection capacity) on SDG7?</p> <p>xii. What would be the expected contribution of disruptive technologies (like battery storage, or wind or carbon capture and storage) on SDG7.2 and SDG7.3?</p> <p>xiii. What would be a cost-effective path to achieve SDG7.1 based on existing service standards?</p> <p>xiv. What would be the potential impact of the green transport strategy on SDG7?</p> <p>xv. What would be the expected long-term generation pricing impacts to meet the SDG7 goals?</p>
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4.3. Identification of South Africa's Just Energy Transition pathway scenarios and required energy infrastructure investments.	Quantify pathway scenarios and energy infrastructure investments required to meet South Africa's Just Energy Transition Framework taking into account the impact of the current energy and climate policies, plans and regulations. Where the developed pathway scenarios suggest a rapid roll-out of renewable energy projects outside the current policy environment, quantify these investment needs and highlight policy gaps. Also indicate what is possible for the private sector to invest, and what risk mitigation is still required for these projects.
4.4. Economic and socio-economic impact assessment for selected pathway scenarios.	Conduct high-level economic and socio-economic impact assessments for shortlisted climate, infrastructure investments and JET pathways scenarios (maximum of 3 scenarios to be selected by the Client).
4.5. Development of a climate mitigation pathway costing analysis and economic impact assessment consistent with achieving net zero carbon by 2050, undertaken using scenario-based modelling, possibly based on Integrated Assessment Models (IAMs).	<p>The costing should account for four types of costs, i.e., technical, sectoral, macroeconomic and welfare:</p> <ul style="list-style-type: none"> i. Technical / engineering costs, which reflect the cost of switching from incumbent to new technologies; ii. Sectoral costs, which represent the transition cost for a full sector, say the transport sector, without accounting for broader effects in the rest of the economy; iii. Macroeconomic costs, measured in GDP terms; iv. Welfare costs, considering impacts on distribution of income, environment or social outcomes. <p>In particular, sectoral and welfare costs should consider the temporal and spatial dimensions of impact, considering changing patterns of activity at industry level. Climate policy will create low-carbon value chains ('sunrise' industries) while phasing out brown ones ('sunset' industries).</p> <p>The impact assessment should consider not only the gross costs of climate mitigation but also – to the extent feasible - associated economic benefits, including: -</p> <ul style="list-style-type: none"> 1. Avoided climate-related costs (e.g., impact on export industries of lower exposure to international carbon border taxes); 2. Co-benefits of climate mitigation measures (e.g., better health outcomes in Mpumalanga, improving productivity and reducing the burden on the public health care system; and

	<p>3. Resolution of socioeconomic distortions and imperfections where climate policy packages can address existing market failures which prevent the economy from reaching optimal efficiency.</p> <p>Once these are accounted for, the set of cost estimates derived can be considered net mitigation cost. Two main climate change scenarios should be modelled in line with the NDC:</p> <p>1.398 MtCO₂e by 2025, and 350 by 2030 (Lower Bound); and</p> <p>2.510 MtCO₂e by 2030, and 420 MtCO₂e by 2030 (Upper Bound).</p>
4.6. Institutional and policy analysis	<p>Conduct an institutional and policy analysis covering the following:</p> <ul style="list-style-type: none"> a. Review South Africa's existing energy policies, climate mitigation policies, strategies and sectoral plans (including those under development), commenting on the extent to which technical feasibility has been confirmed; b. Where there are technical gaps, flag these for consideration, which may include resolution and/or exclusion from mitigation costing work; c. Complete a review of available information regarding economic valuation of climate change risks and mitigation activities, including relevant RSA studies and data sources; and d. Review existing literature on SA's decarbonization trajectory, including those referenced above, assessing credibility, consistency and alignment with the NDC's carbon pathway parameters. This review is to comprise both qualitative and quantitative components. The consultant will be provided with a technical review of SA's energy modelling studies for this purpose.
4.7. Complete mitigation costing and economic impact assessment	<p>Conduct a mitigation costing and economic impact assessment covering the following:</p> <ul style="list-style-type: none"> a. Identify the physical and transition risks applicable to South Africa, sketching out likely economic impacts and indicating which can be mitigated or avoided by climate mitigation policy; b. Show mitigation trajectories for varying carbon budgets per the latest NDC; c. Model the sensitivity of mitigation trajectories to the structure and pace of economic demand, noting uncertainty regarding future growth rates and structure; d. Estimate the costs of decarbonization at both technical and sectoral level, highlighting major capital projects and approximate costs;

	<ul style="list-style-type: none"> e. Analyse the economic impacts attributable to climate mitigation pathways; f. For impacts where monetary values cannot credibly be assigned due to absence of well-defined markets, note socioeconomic or environmental impacts (e.g. jobs or livelihoods created for vulnerable populations) g. Suggest business models, project sponsor type (e.g. private, national government, local government, parastatal), and likely sources of financing for major projects.
4.8. Identification of data sources & modelling methodology	<p>Identify data sources and modelling methodology covering the following:</p> <ul style="list-style-type: none"> a. Identify and obtain databases and other studies that will be needed in order to: <ul style="list-style-type: none"> - estimate the expected costs of climate mitigation investments in each of the focus sectors; and - quantify financial, economic and social impacts, whether in monetary values or other (e.g. physical values) b. Identify the most suitable methodology/ies for the mitigation costing analysis and economic impact assessment; c. Set out modelling key assumptions, risks, and limitations – managing risks as far as possible.
4.9. Commercialization study for key mitigation technologies	<p>Conduct a commercialization study covering the following:</p> <ul style="list-style-type: none"> a. Analyze existing supply bases for major low-carbon technologies to be used to decarbonize SA's economy; b. Develop SA cost projection per key technology, taking into account historical costs, degree of localization (current and potential), and global trends, clearly setting out assumptions. c. Highlight policy measures which could deliver cost savings as well as the extent of such savings; and d. Develop a marginal cost of carbon abatement curve which provides an indication of least-cost technological options and their total potential to contribute to mitigation targets.

The study should highlight: -

- a. Key drivers and sensitivities, pointing to the key decision variables and trade-offs;
- b. Risks to the outlook and key dependencies and uncertainties, commenting on plausible variability and implications for results;
- c. Opportunities for transition risk mitigation, ameliorating negative impacts on jobs, livelihoods;
- d. The commercial viability of mitigation technologies;
- e. Key assumptions made regarding domestic and international procurement of mitigation technologies, and a preliminary opinion on the extent to which local industrialization can viably replace imports; and
- f. The role of sequencing measures within a policy package, highlighting optimal policy sequencing which minimize economic costs, in particular welfare costs.

5. KEY MILESTONES AND DELIVERABLES

The following key deliverables are to be provided by the Consultant:

<u>Milestone</u>	<u>Description</u>	<u>Deliverables</u>
Milestone 1: Inception Report	A report that details the Consultant's understanding of the study and/or scope of work, proposed approach and timelines amongst others. This will include describing the empirical approach with key research questions and methodology, including the proposed scenarios, information on data sources and collection, sampling, and key indicators.	Inception report
Milestone 2: Market/Literature Review Report	Current energy infrastructure investments (generation, transmission, and distribution) and the climate mitigation costing, and economic impact research already undertaken in and for South Africa covering item 4.1. of the scope of work.	Market Review Report
Milestone 3: Draft integrated report	Draft integrated report for comment by the Parties covering items 4.1 to 4.9 of the scope of work. The report should cover in detail, the background and objectives of the study, the methodology or	Draft Integrated Report

	approach, results, analysis and recommendations amongst others. The report must contain all supporting documents in the form of Annexures.	
Milestone 4: Oral presentation	A minimum of a 1hr presentation to be given by the Consultant to the Parties in person. The presentation provides the background and objectives of the study, the methodology or approach, results, analysis and recommendations. The presentation should be drafted in such a manner that the Parties can adopt it as an official presentation of the work to both their internal and external stakeholders.	PowerPoint Presentation
Milestone 5: Final integrated report	Final integrated report covering items 4.1 to 4.9 of the scope of work. The report should cover in detail, the background and objectives of the study, the methodology or approach, results, analysis and recommendations amongst others. The report must contain all supporting documents in the form of Annexures.	Final integrated Report
Milestone 6: Close-out report	A report that summarizes the journey of the study undertaken, challenges, successes, and lessons learned.	Close-out Report

6. TIMETABLE

Item	Description/Objective	Frequency/Date
Kick-off meeting	To officially kick-off the work assignment including any clarification/alignment of the scope of work.	DBSA Head Office, within 7 days of contract award
Inception Report (1 Soft copy)	To ensure mutual understanding of the scope of work and objectives of the assignment between the Parties.	Within 30 days of contract award
Minutes of Meetings	To provide written accounts of meeting discussions, outcomes and decisions.	Every official meeting
Progress Reports (PSC Meetings)	To provide written progress reports in relation to planned versus actual achievements of the assignment.	Monthly

Workshops and other stakeholder meetings	For detailed discussions and presentations of the various sub-assignments with critical stakeholders	As and when required (TBA)
Draft milestone reports	To provide draft milestone reports for the work assignment.	As per approved inception report
Draft final integrated report	To provide a draft consolidated report for the work assignment.	Within 9 months of inception report approval
Oral presentation to PSC (in-person)	To present the outcomes, findings and recommendations of the work assignment for approval.	Within 1 month of submitting draft integrated report
Final report (4 hard copies, and 1 soft copy)	To provide the final integrated report incorporating all comments and inputs from the client and/or its advisor(s).	Within 2 months of Oral presentation
Oral presentation to DBSA	To present the outcomes, findings and recommendations of the work assignment for notification.	Within 3 months of submitting final approved report
Close-out Report	To present the journey of the study undertaken, challenges, successes, and lessons learned.	Within 2 weeks of submitting final approved report

7. REQUIRED SKILLS AND EXPERIENCE

The proposal must indicate the name and role of each team member and indicate whether alternative and equally qualified as well as experienced personnel would be available in the event the indicated persons are no longer available. Please provide the names and qualifications of said personnel.

The following is a brief description of some of the key skills and experience the Parties believe are necessary for the suitably qualified candidate Consultant to possess:

- Energy and climate policy
- Economic impact assessment
- Financial and economic modelling

- Climate mitigation and infrastructure costing
- Project management
- Advanced research methods and approaches
- In-depth knowledge of the energy sector and public finance in South Africa
- Economics (scenario development) and financial analysis/modelling (energy sector and climate change)
- Energy engineering/infrastructure planning
- Disruptive technologies in the energy sector
- Excellent written and verbal communication skills
- Experience in stakeholder participation facilitation

An indication of the prospective Consultant's track record (team members' CVs, list of similar previous work and research conducted) in the areas of expertise detailed above should accompany the proposal.

8. PROPOSAL STRUCTURE

The tenderer must structure their technical proposals as follows:

- a) Tenderer's understanding of the project and the ToR
- b) Approach, design and methodology for conducting the analysis
- c) Activity-based research plan/schedule showing key milestones and due dates (allow two weeks for the PSC to review and approve the draft inception report, four weeks for the PSC to review the draft report, and two months for EXCO/Board notification). The schedule must cover the inception report, data collection tools, draft reports, and final reports.
- d) Competence showing experience of similar previous work conducted including contactable references.
- e) Team composition
- f) CVs of the team lead(s) and key personnel
- g) Any sub-contracting arrangements including work-split and details of the sub-contractors including CVs of key personnel.

9. EVALUATION CRITERIA

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

Stage 1 : Responsiveness

Stage 2 : Functional evaluation (minimum 75%)

Stage 3 : Oral Presentation (minimum score 3.75 out of 5)

Stage 4 : Price and preference evaluations (80/20)

9.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

1	Administrative responsiveness check
	<ul style="list-style-type: none">• Whether the Tender has been received on time
	<ul style="list-style-type: none">• Whether all Returnable Documents were completed and returned by the closing date and time
	<ul style="list-style-type: none">• Verify the validity of all returnable documents

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

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

As prescribed in terms of the PPPFA and its Regulations, Tenderers are to note the following: Functionality is included as a threshold with a prescribed percentage threshold of 75%. The test for the Technical and Functional threshold will include the following:

Bidders will be evaluated according to the five (5) technical evaluation criteria described below. Bidders with a minimum score of technical score of 75% will be evaluated further.

Technical Information	Score	Weight
1. Company Experience The bidder must have successfully completed similar or related assignments in the last 5 years. The bidders must submit, as part of its proposal, the following: <ul style="list-style-type: none">• Details of similar and/or relevant assignments or projects completed in the last 5 years. Please refer to Annexure B Table A of this document		

for the format in which the required information must be provided. Projects conducted for state institutions will be an added advantage. Note: the following scoring matrix will be used to evaluate this criterion:		25%
5 or more relevant projects	5 = 25 points	
4 relevant projects	4 = 19 points	
3 relevant projects	3 = 14 points	
2 relevant projects	2 = 11 points	
1 relevant project	1 = 0 point	

Technical Information	Score	Weight
2. Experience of the Project Leader(s) The bidder's assigned project leader(s) must have extensive and relevant qualifications, skills and at least 15 years' experience in related assignments including knowledge and understanding of the South African energy market (policy, regulations, investments), SGD7 and NDP goals, NIP2050, Just Energy Transition, climate change mitigation and economic modelling amongst others. The bidder must submit a comprehensive CV of the project leader(s) providing information on qualifications, relevant work experience and key competencies. Note: the following scoring matrix will be used to evaluate this criterion:		20%
The Project Leader(s) with relevant experience exceeding 15 years	5 = 20 points	
The Project Leader(s) with relevant experience of between 12 and 15 years	4 = 15 points	
The Project Leader(s) with relevant experience of between 8 and 12 years	3 = 11 points	
The Project Leader(s) with relevant experience of between 5 and 8 years	2 = 8 points	
The Project Leader(s) with relevant experience not exceeding 5 years	1 = 0 point	

Technical Information	Score	Weight
3. Approach/Methodology The bidder must demonstrate thorough understanding of the objectives, milestones, and deliverables of this assignment (as per sections 3, 4, 5 and 6) by providing a comprehensive methodology/approach to be utilised for executing this study.		20%

Note: the following scoring matrix will be used to evaluate this criterion:		
Comprehensive methodology/approach adequately addressing most (>80%) critical aspects of the scope of work and overall assignment.	5 = 20 points	
Nearly comprehensive methodology/approach addressing some (>50%<80%) critical aspects of the scope of work and overall assignment.	3 = 11 points	
Generic methodology/approach not addressing critical aspects (<50%) of the scope of work and overall assignment.	1 = 0 point	

Technical Information	Score	Weight
4. Programme with key milestones The bidder must demonstrate competency in the planning and execution of projects or assignments of this nature. The Bidder must provide a comprehensive execution plan or programme outlining the project schedule, critical milestones, milestone dependencies and reporting plan. It is expected that the study will be executed over a period not exceeding 12 months. Note: the following scoring matrix will be used to evaluate this criterion:		15%
Comprehensive execution plan adequately addressing most (>80%) critical aspects of the scope of work and overall assignment.	5 = 15 points	
Nearly comprehensive execution plan addressing some (>50%<80%) critical aspects of the scope of work and overall assignment.	3 = 8 points	
Generic execution plan not addressing critical aspects (<50%) of the scope of work and overall assignment.	1 = 0 point	

Technical Information	Score	Weight
5. Experience of the key personnel The bidder's key personnel of the proposed team must have relevant qualifications, skills and experience in similar assignments including knowledge and understanding of the South African energy market (policy, regulations, investments), SGD7 and NDP goals, NIP2050, Just Energy Transition, climate change mitigation and economic modelling amongst others. The bidder must submit an organogram with CVs including the following:		20%

<ul style="list-style-type: none"> The composition of the proposed team, clearly outlining the main disciplines and the key personnel responsible for each workstream. Please refer to Annexure B Table B of this document for the format in which the required information must be provided. <p>Note: the following scoring matrix will be used to evaluate this criterion:</p>		
Averaged combined personnel's relevant experience exceeding 15 years	5 = 20 points	
Averaged combined personnel's relevant experience of 10 to 15 years	4 = 15 points	
Averaged combined personnel's relevant experience of 8 to 10 years	3 = 11 points	
Averaged combined personnel's relevant experience of 5 to 8 years	2 = 8 points	
Averaged combined personnel's experience less than 5 years	1 = 0 point	
Total weight		100
Threshold		75

9.3. STAGE THREE: Oral Presentations (minimum score 3.75)

Bidders who pass stage 2 will be invited to do an oral presentation as follows:

Technical Information	Score	Weight
1. Company Capacity, Resources & Competency <p>The bidder must demonstrate capacity, resources and competency in similar assignments covering literature reviews, infrastructure investment assessment, developing pathway scenarios for climate and just energy transition, costing studies, economic and socio-economic modelling amongst others. The Bidder must perform an <u>oral presentation</u> of approx. 1hr (presentation and Q & A). Furthermore, the Bidder must demonstrate its project management, financial modelling, economic impact assessment, research capability and stakeholder management amongst others.</p> <p>Note: the following scoring matrix will be used to evaluate this criterion:</p>		100%
Comprehensive presentation adequately addressing all (>90%) critical aspects of the company's capacity, resources, and competency;	4.1 - 5.0 = 100 points	
Comprehensive presentation adequately addressing most (>70%<90%) critical aspects of the company's capacity, resources, and competency;	3.1 – 4.0 = 75 points	

Nearly comprehensive presentation adequately addressing much (>50%<70%) critical aspects of the company's capacity, resources, and competency;	2.1 – 3.0 = 56 points	
Generic presentation addressing some (>30%>50%) critical aspects of the company's capacity, resources, and competency;	1.1 – 2.0 = 42 points	
Generic presentation not addressing critical aspects (<30%) of the company's capacity, resources, and competency.	0.0 – 1.0 = 0 point	
Total weight		100
Threshold		75

Bidders who fail to obtain 75 points or above will not be evaluated further for Price and B-BBEE. The threshold below will be used:

AREA	MAXIMUM POINTS
Price	80
B-BBEE	20
Total	100

9.4. STAGE FOUR: Price and preference evaluation (80/20)

Bidders who pass stage 1, 2 and 3 of the evaluation will progress to commercial evaluation stage.

10. PRICING SCHEDULE-ANNEXURE A

Deliverable	Cost	Duration	Total
Inception Report			
Market/Literature Review Report			
Draft integrated report			

Oral presentation			
Final integrated report			
Close-out report			
Disbursements	Note: Preference will be given to rates recommended by National Treasury or DBSA policy		
Sub-total			
VAT @15%			
Grand total			
Deliverable	Cost		

Notes to Pricing:

- All Prices must be quoted in South African Rand, inclusive of VAT.
- Prices quoted must be held valid for a period of 120 days from closing date of this RFP.
- To facilitate like-for-like comparison Tenderers must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a Tender being declared nonresponsive.

11. INFORMATION SUPPLIED BY PARTIES

The Parties will provide access to appropriate documents and employees to the Consultant for the purposes of the assignment, which include:

- a) Assisting in facilitating access to key stakeholders who need to contribute to the study in one way or another (e.g., DMRE, Eskom).

- b) NBI and CST: recently published reports that estimated the financial investments required to achieve Net Zero by 2050 which is the goal recommended by the NPC and is confirmed in the Cabinet-approved Low Emissions Development Strategy document.
- c) SA-TIED will also provide access to other SA-TIED research teams with whom the PSP will be expected to collaborate closely with as valuable sources of data, e.g., the Wits team conducting the climate impact analysis on energy and water.

12.CONFIDENTIALITY AND INTELLECTUAL PROPERTY

All data collected, products and deliverables shall be regarded as the exclusive intellectual property of the Parties for use as it pleases them in promoting their organizations' future business interests. Furthermore, the Consultant undertakes to treat all work pertaining to this project with the highest degree of possible confidentiality for the duration of the project and afterwards.

Information contained in this Request for Proposals is confidential and is the property of the DBSA. Similarly, the Bank shall hold all property rights such as copyright, patents and registered trademarks on matters directly related to or derived from the work carried out through this contract.

13.RESERVATIONS

The DBSA expressly reserves the following rights:

- To appoint more than one service provider for this assignment.
- To waive any or all irregularities in the proposals submitted.
- To appoint different service providers for different levels of the assigned work.
- To retain the right not to select any Service Provider for this assignment.

ANNEXURE B: EVALUATION CRITERIA TABLES

Table A: (Document format for Company Experience)

Name of the project and year completed	The role of your company	Monetary size of the project	Project details/description	Contactable reference for each of the projects
				Name: Designation: Contact number: Email address:

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

Table B: (Document Format for details of the bidder's proposed project team)

Name	Position	Qualifications	Years of Relevant Experience	Role / Duties in this Project	Relevant Project Experience	Estimated time/manhours on this assignment
					Project description, Client, Project period, Year Completed, Monetary Value.	

Annexure C

SBD 4

DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number:
.....

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

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

¹ "State" means –

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

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

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

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

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
the appropriate authority to undertake remunerative
work outside employment in the public sector? **YES / NO**

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

(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, 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?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

4. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure D

SBD 6.1

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**
- 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 preference point system will be applicable to this tender.

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

1.5 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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 (80/20 system)
1	20
2	18
3	16
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:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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 least 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.....

.....

.....

Annexure E

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – N/A

Annexure F

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION – N/A

Annexure G

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 H

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

Annexure I

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 J

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 K

[General Conditions of Contract]

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

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

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

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

Annexure L

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:



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