

REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
BID NUMBER:	RFP028/2022
NON-COMPULSORY BRIEFING SESSION DETAILS:	N/A
CLOSING DATE:	10 March 2022
CLOSING TIME:	23H55
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	Scenarios for the transformation of the South African power landscape and the role of key stakeholders in the transformation and end state - KFW Work Package KFWWP01
BID DOCUMENTS DELIVERY ADDRESS:	<p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to issue Tender Submission Link requests and enquiries to VusiSCM@dbsa.org ONLY; ➤ No – Tender Submission Link requests will be accepted after 16h00 on the 4th of March 2022. Any requests after the stipulated date and time will be disregarded. ➤ Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email VusiSCM@dbsa.org by latest on 4th March 2022 at 23:55 on prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is

	<p>recommended to log in after receipt to make sure that there are no technical difficulties.</p> <ul style="list-style-type: none"> ➤ Detailed information and a step-by-step description of the upload procedure can be downloaded here: https://exficon.de/tad/e-procurement/ ➤ Timely submission means that the file must be successfully uploaded by the deadline of 10 March 2022 before 23:55. ➤ In case of problems with the e-submission please contact: e-procurement@exficon.de ➤ Any requests after the stipulated date and time may be disregarded. <p>NB: Electronic submission is encouraged for all bidder's interest in this tender bid</p> <p>Tender Closing date 10 March 2022 before 23:55. All bids must be in on the 10th of March 2022.</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

Table of Contents

PART A	6
PART B	9
PART C	10
PART D	12
PART E	38
Annexure A	51
Fees and Assumptions	51
Annexure B	53
Brief profile (of no longer than a page) of each member of the proposed team and the role that they will play in the services.	53
This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.	53
Annexure B	54
Annexure C	57
Annexure D	62
Annexure F	68
Annexure G	69
Annexure H	70
Annexure I	71
Annexure J	72
Annexure K	73
Annexure L	74

**PART A
INVITATION TO BID**

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

BID NUMBER: RFP028/2022

DESCRIPTION:

Scenarios for the transformation of the South African power landscape and the role of key stakeholders in the transformation and end state - KFW Work Package KFWWP01

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

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email VusiSCM@dbsa.org by latest on **4th March 2022** at 23:55 prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.

Any requests after the stipulated date and time will be disregarded.

TENDER CLOSING DATE: **10 March 2022**

TENDER 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:				
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	

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.)				
CSD REGISTRATION NUMBER				
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) 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
<p>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.</p>	

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

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

Part A: Invitation to Bid

Part B: Terms and Conditions of Bidding

Part C: Checklist of Compulsory Returnable Schedules and Documents

Part D: Conditions of Tendering and Undertakings by Bidders

Part E: Specifications/Terms of Reference and Project Brief

Annexure A: Price Proposal Requirement

Annexure B: SBD4 Declaration of Interest

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

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

Annexure E: SBD9: Certificate of Independent Bid Determination

- Annexure F:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
- Annexure G:** Certified copies of latest share certificates, in case of a company.
- Annexure H: (if applicable):** A breakdown of how fees and work will be spread between members of the bidding consortium.
- Annexure I** Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
- Annexure J:** General Condition of Contract
- Annexure K:** CSD Tax Compliance Status and Registration Requirements Report
- Annexure L:** KfW Declaration of Undertaking

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 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: VusiSCM@dbsa.org

No questions will be answered telephonically.

4. BID TIMETABLE

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

Activity	Date
Advertisement of tender	18 / 02 / 2022
RFP document available	18 / 02 / 2022
Closing date for tender enquiries	04 / 03 / 2022
Link requests	04 / 03 / 2022 by 23h55
Closing date and time	10 / 03 / 2022 at 23h55
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS

Instructions:

- Bidders are required to issue all other enquiries to VusiSCM@dbsa.org **ONLY**;
- Bidders are asked to nominate one dedicated contact person (name , email address and phone number). The nomination shall be sent to the Tender Officer via email VusiSCM@dbsa.org by latest on **4th March 2022 at 23:55** prior to expiry of the deadline for submission. The data shall be used to set up an e-procurement system for this tender submission. The operator of this e-procurement system (exficon GmbH, Frankfurt a.M., Germany) will revert to the persons authorised for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.
-

TENDER CLOSING DATE: 10 March 2022

TENDER CLOSING TIME: 23:55

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 vusiSCM@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, (VusiSCM@dbsa.org)

16.2 The written complaint must set out:

16.2.1 the basis for the complaint, specifying the issues involved;

16.2.2 how the subject of the complaint affects the organisation or person making the complaint;

16.2.3 any relevant background information; and

16.2.4 the outcome desired by the person or organisation making the complaint.

16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

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

18. LATE BIDS

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

18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the

DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. BIDDER'S RESPONSIBILITIES

19.1 Bidders are responsible for:

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

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

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

- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

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

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

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

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 24.1.1 as required by law;
 - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

25. USE OF BIDS

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

26. BID ACCEPTANCE

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

27. EVALUATION PROCESS

- 27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1.	Adherence in submitting Tender as two stage folders. Folder 1 - Prequalifying and Functionality proposal Folder 2 - Pricing and Preferential Assessment	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
2	Standard conditions of tender as required.	48 hours	Y
3	Returnable documents completed and signed.	48 hours	Y
4	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	7 Working days	Y

Only those Bidders which satisfy all of the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria of the First Stage 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 of the Second Stage will be evaluated further 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 (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

27.1.2 **Third Stage – price and preferential points**

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

- 27.1.2.2 The recommended preferred Bidder will be the Bidder that scores the highest number of points in the Third 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 **First Stage : Pre-Qualifying Criteria**

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

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

27.4 **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 on page 47 - 48**. The technical score will be calculated out of 100 points, and only those bids that achieve a

threshold of **75 points** for the technical proposal will move to the next level of evaluation where a score for price and BBEE.

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

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

27.6.1 The Third 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:

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;
 P_t = Comparative price of tender or offer under consideration; and
 P_{min} = Comparative price of lowest acceptable tender or offer.

27.6.3 **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 within two working days after the request has been made, otherwise the proposal may be disqualified.	Comply/Accept	Do not comply/Do not accept

36.1.5

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

36.1.6

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

36.1.7

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

36.1.8

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

<p>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.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

36.1.15

<p>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.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

36.1.16

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

36.1.17

<p>Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing,</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>
----------------------------------------------------------------------------------------------------------------------	-----------------------------	---------------------------------------------------

signed by the DBSA signatory and added to this RFP as an addendum.		
--------------------------------------------------------------------	--	--

36.1.18

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

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

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. 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.	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

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>	Comply/Accept	Do not comply/Do not accept
<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>		

36.1.29

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

36.1.30

<p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> • Unsatisfactory performance under a previous public contract in the past 5 years, provided that 	Comply/Accept	Do not comply/Do not accept
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------	--------------------------------------------

<p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • 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. 		
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

Signature(s) of Bidder or assignee(s) Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

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

.....

.....

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

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

Cell Number:

Email Address.....

PART E
TERMS OF REFERENCE & PROJECT BRIEF

1. INTRODUCTION

This document serves as the requirement of the IPP Office for the study to be undertaken by a team of consultants appointed by the DBSA.

The study will be funded by a KFW grant in support of the Renewable Energy Independent Power Producer Programme as procured and implemented by the IPP Office. The grant will be administered by the DBSA.

The requirements as specified in this document are to be followed for developing proposals by respondents.

2. BACKGROUND

The South African Energy White paper, finalized in 1998, gives comprehensive policy direction on the desired objectives, structures and roles for the South African Power Sector. In particular, the White Paper envisaged a gradual transition to a competitive power industry. The end state for the industry would comprise separate and competing Generation companies, an independent Transmission company and separate Retail distribution entities. The first steps towards this transformation started with the creation of an enabling environment for private sector participation under the Electricity Regulation Act (Act 4 of 2006) (“ERA”), and the introduction of Independent Power Producers (IPPs) since 2011.

In terms of Section 34 of ERA, the Minister of Energy has designated the procurer of new generation capacity from IPPs as the Department of Mineral Resources and Energy (“DMRE”) and Eskom as the designated buyer of this electricity procured as per several determinations issues by the Minister since 2010. The DMRE, through mandate instructions, have mandated the Independent Power Producers Office (IPPO) to procure the determined energy from IPPs on its behalf, through the Independent Power Producer Procurement Programme (“IPPPP”). The IPP Office is not a juristic entity and currently operates on an

ad-hoc basis as a project office, hosted by the Development Bank of Southern Africa (DBSA). Several initiatives have been ongoing in the last 5 years to establish the IPP Office as an independent entity, although none of these have yet come to fruition.

In less than 10 years, more than 6400MW of renewable energy has been procured by the IPP Office through the IPPPP, of which just over 5000MW is operational. In line with recent Ministerial Determinations under the 2019 Integrated Resource Plan, the DMRE and IPP Office are in the process of concluding the procurement of a further 2600MW of renewable energy and 2000MW of dispatchable power from a hybrid of technologies including gas, renewables and storage, and planning additional bid windows on renewable energy, storage, gas and coal.

Despite the strides made, South Africa has continued to experience more than a decade of load shedding and ever increasing electricity tariffs. Eskom's role as Single Buyer of IPP generated electricity is highly constrained, both in relation to its balance sheet and cash-flow, mostly as a result of state capture, and corruption. Systemic changes in Eskom's fleet performance expectation and forecast continue to persist, and inefficient and aged coal power stations, together with extensive utilisation of expensive diesel-based peaking electrical generators are contributing to high prices. The consumer and the South African economy require and deserve energy solutions that are affordable, stable, reliant, diversified and environmentally sustainable. A major driver for the consumer in South Africa that can afford to pay for power is to have a secure supply (be self-sufficient) and this is evident in the great strides made in the development of rooftop PV solutions coupled with affordable storage solutions.

Following years of policy and regulatory uncertainty, the introduction of distributed generation in the IRP2019 reflect Government's endorsement of a market-friendly approach to South Africa's constrained energy supply. A number of subsequent regulatory announcements have considerably shifted developments in the energy market. The Licensing Exemption and Registration Notice issued in line with the IRP2019 and promulgated on 26 March 2020, exempted power generation facilities under 1 MW from

having a generation license. On 16 October 2020 the Minister of Mineral Resources and Energy published the amended Electricity Regulations on New Generation enabling Municipalities in good standing to procure electricity from independent power producers.

Significantly on 5 October 2021, the Minister of Mineral Resources and Energy promulgated the updated Licensing Exemption and Registration Notice to increase the licensing threshold for embedded generation facilities under 100MW, effectively allowing small to utility-scale procurement from the private sector, outside of Eskom and the national IPP Procurement programme. The new regulations also enable these plants to push surplus electricity into the grid, subject to certain requirements to ensure system stability and regulatory compliance. The National Regulator of SA (NERSA) is, however, still in the process of analysing the implications on its processes, rules and guidelines.

Several municipalities, including the City of Cape Town and City of Joburg, and mining companies, are already taking the initiative to put in place measures to enable the procurement of energy from private generators. On 6th October 2021, Anglo American announced the conclusion of an agreement with a South African led consortium to deliver a 100MW solar project at its Mogalakwena mine. City of Joburg has signed a Power Purchase Agreement (PPA) with the privately-owned Kelvin Power Station on 8th October 2021 to provide 100MW that will facilitate City Power to take over areas where electricity was previously supplied by Eskom, and the City of Cape Town is in the process of establishing a framework for their municipal IPP procurement programme.

Although these developments have been welcomed by many market commentators as the first steps to a significant shift in private power generation and provision, there are concerns that the current system is not flexible enough and is in need of a total overhaul to respond to the changing future landscape. Any future planning document such as the Integrated Resource Plan (IRP) and Integrated Energy Plan (IEP) will have to consider the changing consumer behaviour as well as the growth of distributed generation options. What is clear is that IPPs will play a key role in the energy transition.

With respect to market restructuring, Government has embarked on a process to unbundle Eskom into three wholly owned entities: Generation, Transmission and Distribution, as announced in February 2019. In May 2021, Eskom reported that it has completed a process of functional separation¹, with the establishment of divisional boards and managing directors. The next step is to complete the legal separation that is setting up separate legal entities for each of the three businesses. The understanding is that Eskom will remain a wholly state-owned business as will its subsidiaries. Legal separation of Transmission is expected to be completed by December 2021. The PFMA application for the establishment of the Transmission Company has already been approved, and it is anticipated that by the end of the 2021/22 financial year, there will be significant progress with the setting up of the Transmission business as a wholly owned subsidiary of Eskom. Legal separation of the Generation and Distribution divisions is expected to be completed by December 2022. An Intergovernmental Steering Committee and various task teams have been established to coordinate the unbundling process. The DMRE leads the Task Team on Energy Policy and the Energy Market.

The vision for the future energy market in light of the recent pronouncements, and implications on policy and current stakeholders such as the IPP Office, is as yet unclear. However, it is recognised that the establishment of the TSO cannot be treated in isolation, but that a coherent market framework is needed. Despite this, a clear and agreed framework is not yet visible and there appears to be conflicting understanding of the market requirements. For example government has recently indicated a commitment to the establishment of an Independent Transmission Systems Market Operator (ITSMO) in the published draft National Infrastructure Plan 2050, which was released for comment by the Department of Public Works on 10th August 2021. The role of an ITSMO (traditionally an independent function in reformed markets) in relation to the unbundled and Eskom-owned Transmission System Operator subsidiary is not clear in these proposals.

¹ Eskom: Update on the unbundling process, National Council of Provinces: Public Enterprises and Communication meeting, 26 May 2021

Eskom recognises that the recent 100MW announcement could significantly impact on the subsidiary, with the biggest likely impact a loss of revenue for Eskom when municipalities and other customers look elsewhere for cheaper electricity (but still rely on Eskom for back-up when IPPs are not available), and increased costs for customers that remain with Eskom and have to pick up the tab for the reliability as well as the subsidies and legacy costs.

Several other factors also impact on the energy market transition, with regard to which no clear path has yet been agreed. This includes:

- The Integrated Resource Plan, developed in 2018-2019 requires review and several assumptions (including demand, economic growth, Eskom Electricity Availability Factor (EAF) and grid availability) are out of sync with current reality;
- Tariff uncertainty – volatility and continued above inflation increases, and a recent announcement by NERSA that it will review the Multi-Year Price Determination (MYPD) methodology;
- Varying degrees of capacity and financial standing at municipal level to implement market reforms, as well as high levels of non-payment for services;
- Misalignment on views of need and sources for future capacity for a just transition, fuelled by active and vocal environmental and labour union lobbying;
- Underinvestment in Tx and Dx infrastructure;
- Market power essentially remains in Eskom hands;
- Delays – Eskom Gx projects, IPPs, Tx projects, Primary energy projects – delaying new generation capacity on the grid;
- Debt and debt carrying capacity; and
- Fundamental shifts in the power sector globally.

At the same time the question is been asked as to whether a market driven power sector should be the desired end state and whether there is not an argument to be made for a hybrid system, given South Africa's unique circumstances.

The purpose of this study is to investigate the outcomes of past and current power market reforms in other countries, the impact of reforms on these economies, similarities with the

current South African energy sector and economy, and whether there are alternative or other emerging hybrid options that should or could be considered. The study should specifically also look into the potential role of the IPP Office in the evolution or transition of the power sector. The study will present options in the form of realistic scenarios for power sector reform in South Africa, highlighting for each scenario the implementation requirements and timelines, including regulatory, institutional or policy reforms needed.

In view of the above, the IPP Office with the support of KfW intends to appoint a team of suitably experienced Transaction Advisers to assist and support the IPP Office in performing the research study. The team of Transaction Advisers should amongst others consist of:

- International Power market/exchange experts;
- Scenario planning experts;
- Legal and Regulatory specialists (local and international); and
- Economic Experts

3. PURPOSE

To deliver a comprehensive study and recommendations based on international and local experience as well as best practice on different scenarios for the future of the South African power sector, with a specific focus to ensure the viable participation and sustainability of the IPP Office as part of the eventual industry or sector restructuring.

4. SCOPE OF WORK

The IPP Office is looking to procure the services of suitably experienced team of consultants to apply international and local best practise as the basis of a study that:

1. Considers mechanisms and reforms required to move from the status quo of a vertically integrated power system to that of a power market that will meet the needs of the South African consumers and economy and provide for, inter alia, multiple

buyers, non – discriminatory, open access to the grid, competitive wheeling and electricity prices for all consumers, grid stability and security of supply;

2. Specifically considers the potential role of the IPP Office in the evolution or transition of the power sector;
3. Outlines a number of scenarios for consideration, which include a description of the reformed market scenario. Each scenario should describe, inter alia:
 - a. How electrons are bought, sold or traded in the market scenario, and electricity flows;
 - b. Contractual agreement requirements;
 - c. Roles and responsibilities of specific market players;
 - d. Tariff structure reforms;
 - e. Risks and constraints to implementation;
 - f. Likely impact on service delivery;
 - g. Likely economic impact, including on jobs, industrial development, beneficiation, etc.
 - h. Implementation requirements (regulatory, planning, policy, capacity, likely cost etc.)
 - i. Likely timelines to implementation, and incremental milestones.
4. It is envisaged that the team will consist of a Lead Advisor that will be responsible for coordinating and integrating the work of:
 - International Power market/exchange experts;
 - Scenario planning experts;
 - Legal and Regulatory specialists (local and international); and
 - Economic Experts

It is anticipated that the work will be undertaken in collaboration with the Department of Mineral Resources and Energy (DMRE), the IPP Office, Department of Trade and Industry and Commerce, Department of Public Enterprises; Department of Public Works, Eskom, and NERSA. Ideally, the study and outcomes should be integrated into the work of the Task

Team on Energy Policy and the Energy Market, under the Intergovernmental Steering Committee on the Enabling Environment for Eskom unbundling.

PROPOSAL

Proposals need to clearly state the following information:

1. Understanding of the scope;
2. Project approach and methodology;
3. Applicable experience of the resources;
4. Deliverables (including timelines and cost per deliverable);
5. The table below is indicative of the deliverables, timeframes and must be completed stating the resource experience and cost.

Deliverable from Advisors	Timeline	Resources assigned and relevant experience	Cost
1. Draft Assumptions and Methodology Report	February 2022		
2. Future Scenarios for the reform of the South African power sector Draft Report	March 2022		
3. Final Report	April 2022		
4. Engagement with Stakeholders and market sounding	Ongoing throughout study		
5. Total (Exc. Vat)			

- Resources, rates per person and hours allocated. Note that all resource cost need to roll-up to a deliverable;
- Disbursements: As per standard IPP Office Policy.

DELIVERABLE ACCEPTANCE CRITERIA

Deliverables will only be paid once accepted by the IPP Office. The following deliverable acceptance criteria will apply prior to accepting a deliverable as final:

- Project Manager review;
- Presentation to KfW Funding Committee (if applicable)
- KfW representative sign off
- Should rework be required, the deliverable will be returned to the TA;
- The TA will distribute a revision update for review as described above.

IPP OFFICE COST MANAGEMENT

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

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

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

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

TA must also note the following IPP Office requirements:

1. Approved POs are required for the rendering of any service by a third party or Transaction Advisor (TA). No work instruction may be issued without an approved PO;
2. TAs assumes the risk when performing work without a PO or in excess of an approved PO amount, not the IPP Office.

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

5. EVALUATION CRITERIA

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION	Weighting points	Supporting documentation found on Page No. or Not Found																																	
Company Experience:	<p>The tenderer or group of tenderers must have experience in providing multi-disciplinary research i.e. technology, finance, legal and economic development, and provide a detailed company profile/s addressing amongst others but not limited to:</p> <ul style="list-style-type: none"> • Functional structure of the company or group. • Services provided and experience of their lead team members of the different research disciplines in clause 3 above 	<p>Bidder to provide a detailed company profile covering all elements indicated. Each discipline will be assessed on the criteria below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Company details</th> <th style="width: 15%;">Score</th> <th style="width: 55%;">Measure</th> </tr> </thead> <tbody> <tr> <td>No response¹</td> <td style="text-align: center;">0</td> <td style="text-align: center;">No information</td> </tr> <tr> <td>Functional Structure of company or companies and services provided in line with the research project</td> <td style="text-align: center;">10</td> <td style="text-align: center;">Provided</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">10</td> <td></td> </tr> </tbody> </table> <p>¹ If there is no response for any one of the company details the total weighted average experience score will be 0.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Companies experience</th> <th style="width: 15%;">Score</th> <th style="width: 55%;">Years' Experience</th> </tr> </thead> <tbody> <tr> <td>No response²</td> <td style="text-align: center;">0</td> <td style="text-align: center;">No information</td> </tr> <tr> <td>Poor</td> <td style="text-align: center;">5</td> <td style="text-align: center;">Less than 1 years</td> </tr> <tr> <td>Satisfactory</td> <td style="text-align: center;">10</td> <td style="text-align: center;">1 < Years < 3 years</td> </tr> <tr> <td>Good</td> <td style="text-align: center;">15</td> <td style="text-align: center;">3 < Years < 5 years</td> </tr> <tr> <td>Very Good</td> <td style="text-align: center;">20</td> <td style="text-align: center;">Years >5</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">20</td> <td></td> </tr> </tbody> </table> <p>² The experience score will be calculated as a weighted average score of all four disciplines however</p>	Company details	Score	Measure	No response ¹	0	No information	Functional Structure of company or companies and services provided in line with the research project	10	Provided	Total	10		Companies experience	Score	Years' Experience	No response ²	0	No information	Poor	5	Less than 1 years	Satisfactory	10	1 < Years < 3 years	Good	15	3 < Years < 5 years	Very Good	20	Years >5	Total	20		30	
Company details	Score	Measure																																			
No response ¹	0	No information																																			
Functional Structure of company or companies and services provided in line with the research project	10	Provided																																			
Total	10																																				
Companies experience	Score	Years' Experience																																			
No response ²	0	No information																																			
Poor	5	Less than 1 years																																			
Satisfactory	10	1 < Years < 3 years																																			
Good	15	3 < Years < 5 years																																			
Very Good	20	Years >5																																			
Total	20																																				

References / Track Record	Testimonials of previous similar research work conducted	<p>Attach (2) two or more written testimonials letters relating to the understanding of services per discipline (not older than three (3) years):</p> <table border="1" data-bbox="679 253 1139 450"> <thead> <tr> <th>Testimonials/reference letters</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>None (0)³</td> <td>0</td> </tr> <tr> <td>One (1)</td> <td>10</td> </tr> <tr> <td>Two (2)</td> <td>20</td> </tr> <tr> <td>Three (3)</td> <td>30</td> </tr> </tbody> </table> <p>³The score will be calculated as a weighted average score of all four disciplines however if there is no response for any one of the disciplines the total weighted average score will be 0.</p>	Testimonials/reference letters	Score	None (0) ³	0	One (1)	10	Two (2)	20	Three (3)	30	30									
Testimonials/reference letters	Score																					
None (0) ³	0																					
One (1)	10																					
Two (2)	20																					
Three (3)	30																					
Capability to deliver	<p>Analysis and alignment of response to the scope of work</p> <ul style="list-style-type: none"> • Demonstrate an understanding of the South African Electricity Energy environment and the change factors. • Demonstrate the research methodology and approach. • Demonstrate the Project Plan and Resource allocation. • Demonstrate Fee Breakdown per milestone and Total fee 	<p>Provide comprehensive and detailed methodologies of the implementation of technical support.</p> <table border="1" data-bbox="671 712 1278 1240"> <thead> <tr> <th>APPROACH</th> <th>SCORE</th> <th>Bidders Understanding of the SOW</th> </tr> </thead> <tbody> <tr> <td>No response</td> <td>0</td> <td></td> </tr> <tr> <td>Poor</td> <td>10</td> <td>The approach plan or methodology is poor and not tailored to address the specific project objectives</td> </tr> <tr> <td>Satisfactory</td> <td>20</td> <td>The approach plan or methodology is generic and not tailored to address the specific project objectives</td> </tr> <tr> <td>Good</td> <td>30</td> <td>The approach plan or methodology is specific and tailored to address the specific project objectives</td> </tr> <tr> <td>Very Good</td> <td>40</td> <td>The approach plan or methodology is specific and tailored to address the specific project objectives and covers in full all of the elements</td> </tr> </tbody> </table>	APPROACH	SCORE	Bidders Understanding of the SOW	No response	0		Poor	10	The approach plan or methodology is poor and not tailored to address the specific project objectives	Satisfactory	20	The approach plan or methodology is generic and not tailored to address the specific project objectives	Good	30	The approach plan or methodology is specific and tailored to address the specific project objectives	Very Good	40	The approach plan or methodology is specific and tailored to address the specific project objectives and covers in full all of the elements	40	
APPROACH	SCORE	Bidders Understanding of the SOW																				
No response	0																					
Poor	10	The approach plan or methodology is poor and not tailored to address the specific project objectives																				
Satisfactory	20	The approach plan or methodology is generic and not tailored to address the specific project objectives																				
Good	30	The approach plan or methodology is specific and tailored to address the specific project objectives																				
Very Good	40	The approach plan or methodology is specific and tailored to address the specific project objectives and covers in full all of the elements																				
		Total	100																			

A total score of **75** should be achieved for a bidder to be evaluated further for Price and BBBEE as per below:

6. APPROACH TO PROCUREMENT

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

Annexure A

Fees and Assumptions

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE CONSULTANT IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

RFP028/2022 - Scenarios for the transformation of the South African power landscape and the role of key stakeholders in the transformation and end state - KFW Work Package KFWWP01

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAX IS

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end

of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

**For the
Tenderer** _____
(Name and address of organisation)

**Name and
signature of
witness** _____ **Date** _____

Annexure B

Brief profile (of no longer than a page) of each member of the proposed team and the role that they will play in the services.

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

Annexure B

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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....
.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State 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 C

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:

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

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

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

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

EME **QSE**

√ √

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

.....

Position

.....

Name of Bidder

Annexure E

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
SignatureDate

.....
Position Name of Bidder

Annexure F

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

Annexure G

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

Annexure H

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

Annexure I

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

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

Annexure J

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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

Annexure L

Declaration of Undertaking

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

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

- 1 Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "*Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries*".
- 2 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

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

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

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

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

Name: _____ In the capacity of:

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

- 3 In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.
 - 14 In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.
-