



## REQUEST FOR PROPOSALS

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

<b>BID NUMBER:</b>	<b>RFP046/2022</b>
<b>NON-COMPULSORY BRIEFING SESSION DETAILS:</b>	<p><b>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</b></p> <p>Link: <a href="#">Click here to join the meeting</a></p> <p><b>04 March 2022 @10H00 (Johannesburg time)</b></p>
<b>CLOSING DATE:</b>	<b>28 March 2022</b>
<b>CLOSING TIME:</b>	23H55 (Midnight)
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 days
<b>DESCRIPTION OF BID:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AN IMPLEMENTATION STRATEGY FOR RENEWABLE ENERGY SUPPLY TO THE GAUTRAIN SYSTEM.</b>
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders are required to submit written requests for clarification via e-mail to <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a> <b>ONLY</b>, quoting the RFP Number on the subject of the e-mail.</li> <li>➤ Written requests for clarification will be considered up to and including <b>18 March 2022 17:00</b> Johannesburg time. Requests received after this date may not be attended to.</li> <li>➤ 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 <a href="mailto:lihleSCM@dbsa.org">lihleSCM@dbsa.org</a> by latest on 21 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.</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Detailed information and a step-by-step description of the upload procedure can be downloaded here: <a href="https://exficon.de/tad/e-procurement/">https://exficon.de/tad/e-procurement/</a></li> <li>➤ Timely submission means that the file must be successfully uploaded by the deadline of 28 March 2022 before 23:55.</li> <li>➤ In case of problems with the e-submission please contact: <a href="mailto:e-procurement@exficon.de">e-procurement@exficon.de</a></li> <li>➤ Any requests after the stipulated date and time may be disregarded.</li> </ul> <p><b>NB: Electronic submission is encouraged for all bidders interested in this tender</b></p> <p><b>Closing date of this RFP046.2022 is 28 March 2022 before 23:55. No physical bids will be received or accepted at the DBSA offices</b></p>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	



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

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

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**PART A  
INVITATION TO BID**

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

**BID NUMBER: RFP046/2022**

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AN IMPLEMENTATION STRATEGY FOR RENEWABLE ENERGY SUPPLY TO THE GAUTRAIN SYSTEM.**

**NON-COMPULSORY BRIEFING: 04 March 2022** - Tender briefing will be done online via Microsoft teams.

**LINK: [Click here to join the meeting](#)**

**Time: 10H00 AM Johannesburg time (Microsoft Teams)**

**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 [lihleSCM@dbsa.org](mailto:lihleSCM@dbsa.org) by latest on 21 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.

**CLOSING DATE: 28 March 2022**

**CLOSING TIME: 23H55**

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The DBSA has received grant support from the German Ministry for Economic Cooperation and Development (BMZ), through KfW Development Bank, to assist with various studies for the development of the post 2026 Gautrain Project. Through a Memorandum of Agreement signed between the DBSA and the Gautrain Management Agency, the DBSA hereby procures a service provider to develop an implementation strategy for renewable energy supply to the Gautrain System. The successful bidder will conclude a Professional Services Contract with the DBSA, in South African Rands (ZAR), for a period of 12 – 15 months for this assignment.

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

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

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

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

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

<p><b>1..1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>
<p><b>1..1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW ]</p>
<p><b>1..1.3</b> SIGNATURE OF BIDDER</p>	<p>.....</p>
<p><b>1..1.4</b> DATE</p>	
<p><b>1..1.5</b> FULL NAME OF AUTHORISED REPRESENTATIVE</p>	
<p><b>1..1.6</b> CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>	

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</b></p> <p>1.3. <b>SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.</b></p> <p>1.4. <b>WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – <b>Electronic submission</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Terms and Conditions of Bidding
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Checklist of Compulsory Returnable Schedules and Documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part D:</b> Conditions of Tendering and Undertakings by Bidders
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part E:</b> Specifications/Terms of Reference and Project Brief
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> SBD4 Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> SBD8: Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H: (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure I:</b> 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 J:** 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 in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 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 (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 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](http://www.dbsa.org)

## 2. INTERPRETATIONS

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

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

## 3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: [lihleSCM@dbsa.org](mailto:lihleSCM@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.

<b>Activity</b>	<b>Date</b>
Advertisement of tender	25 / 02 / 2022
RFP document available	25 / 02 / 2022
Closing date for tender enquiries	18 / 03 / 2022 by 17:00 (SA Time)
<b>Link requests</b>	21/ 03 / 2022 by 23h55 (SA time)
<b>Closing date and time</b>	28 / 03 / 2022 at 23h55 (Frankfurt Time)
Intended completion of evaluation of tenders	15/ 04 / 2022
Intended formal notification of successful Bidder(s)	29/ 04 /2022
Signing of Service Level Agreement	15/ 05/ 2022
Effective date	15/ 05/ 2022

## 5. SUBMISSION OF TENDERS

NON-COMPULSORY BRIEFING: **04 March 2022** - Tender briefing will be done online via Microsoft teams.

LINK: [Click here to join the meeting](#)

Time: 10H00 AM Johannesburg time (**Microsoft Teams**)

**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 [lihleSCM@dbsa.org](mailto:lihleSCM@dbsa.org) by latest on 21 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.

CLOSING DATE: **28 March 2022**

CLOSING TIME: 23H55

## 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 a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 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 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 [lihleSCM@dbsa.org](mailto:lihleSCM@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, ([tenders@dbsa.org](mailto:tenders@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 regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 19.1.6 submitting all Compulsory Documents.
- 19.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 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.**

	<b>Responsiveness Criteria</b>	<b>Prequalifying Criteria</b>	<b>Applicable to this Tender (Y/N)</b>
<b>1</b>	Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	<b>Pre-Qualifier</b>	Y
<b>2</b>	Attendance Register of the Compulsory Briefing Session attended by the Tenderer.	<b>Pre-Qualifier</b>	N
<b>3</b>	In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process	<b>Pre-Qualifier</b>	N
<b>4</b>	The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:  (i). an EME or QSE which is at least 51% owned by black people.	<b>Pre-Qualifier</b>	N

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) 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 to do business with the DBSA.	7 Working days	Y

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

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

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

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

#### 27.1.2 **Third Stage – price**

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, in accordance with the PPPFA regulations.

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

**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 technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **70** points for the technical proposal will move to the next level of evaluation where a score for price and BBEE.

#### **Company/bidder experience in the design of solar PV projects for railway infrastructure**

<b>ASSESSMENT CRITERIA</b>	<b>DESCRIPTION</b>	<b>WEIGHTING</b>
Company experience in conducting renewable energy project studies, solar PV modelling, design, installation and/or integration	<p><b>Points 15</b> – At least two Renewable energy solar PV studies undertaken for passenger or industrial rail infrastructure in the past 10 years, including the development of pre-feasibility study (initial assessment and recommendation of applicable technology), full feasibility study &amp; preliminary designs and a comprehensive implementation strategy. The bidder should include two reference letters from clients referred above.</p> <p><b>Points 10</b> – At least two Renewable energy solar PV studies undertaken for commercial or industrial buildings in the past 10 years, including the development of pre-feasibility study (initial assessment and recommendation of applicable technology), full feasibility study &amp; preliminary designs and a comprehensive implementation strategy. The bidder should include two reference letters from clients referred above.</p> <p><b>Points 5</b> - At least one Renewable energy solar PV studies undertaken for commercial or industrial buildings in the past 10 years, including the development of pre-feasibility study (initial assessment and recommendation of applicable technology), full feasibility study &amp; preliminary designs and a comprehensive implementation strategy. The bidder should include at least one reference letter from clients referred above.</p>	<b>15</b>

<p>Methodology - Quality of the methodology demonstrating understanding of key interfaces between different engineering disciplines, and between engineering and non-engineering disciplines and clarity on how these will be integrated / resolved.</p> <p>Approach showing an understanding of applicable renewable energy, engineering, safety and environmental standards and procedures.</p>	<p><b>Points 25</b> – Clear, robust and innovative methodology and approach demonstrating knowledge and understanding of similar systems, processes and the implementation of renewable energy solutions, including engineering, safety and environmental standards and procedures for railway infrastructure or similar commercial/ industrial buildings.</p> <p><b>Points 18</b> - Reasonable methodology and approach demonstrating knowledge and understanding of similar systems, processes and the implementation of renewable energy solutions, including engineering, safety and environmental standards and procedures for railway infrastructure or similar commercial/ industrial buildings.</p> <p><b>Points 10</b> – unclear, average and/or inadequate methodology and approach for the development and implementation of renewable energy solutions, including engineering, safety and environmental standards and procedures for railway infrastructure or similar commercial/ industrial buildings.</p>	<p><b>25</b></p>
<p>Project Duration, Schedule, and work plan</p>	<p><b>Points 10</b> - Level 3 innovative and robust programme detailing all activities in a logical sequence, in parallel and demonstrating understanding of interdependencies between activities and deliverables and how these roll up to milestones.</p> <p><b>Points 7</b> - Reasonable programme detailing all activities in a logical sequence and demonstrating understanding of interdependencies between activities and deliverables and how these roll up to milestones.</p> <p><b>Points 4</b> – unclear and average programme detailing all activities of the project.</p>	<p><b>10</b></p>
<p>Skills transfer to the DBSA/GMA team</p>	<p><b>Points 5</b> - Innovative approach to skills transfer to the client team and the subcontracted entities and effectiveness thereof.</p> <p><b>Points 3</b> – Reasonable approach to skills transfer to the client team.</p>	<p><b>5</b></p>

### Experience of the Lead Advisors and team

ASSESSMENT CRITERIA	DESCRIPTION	WEIGHTING
<p>Lead Advisor or Project Director (Overall responsible for project execution, management, client management and quality control)</p>	<p><b>Points 10</b> – A minimum of 10 years of experience in project management, 5 of which have been spent leading multidisciplinary engineering project studies and has led to the implementation of a minimum of 2 renewable energy or solar PV design and/or installation projects in passenger rail infrastructure, commercial or industrial operations.</p> <p><b>Points 7</b> - A minimum of 10 years of experience in project management, 5 of which have been spent leading multidisciplinary engineering project studies and has led to the implementation of a minimum of 2 renewable energy or solar PV design and/or installation projects in passenger rail infrastructure, commercial or industrial operations.</p> <p><b>Points 4</b> - A minimum of 10 years of experience in project management, 5 of which have been spent leading multidisciplinary engineering project studies and has led to the implementation of a minimum of 1 renewable energy or solar PV design and/or installation projects in passenger rail infrastructure, commercial or industrial operations.</p>	<p><b>10</b></p>
<p>Lead Technical Advisor</p>	<p><b>Points 10</b> – A minimum of 15 years in the design of solar PV plants, power grids, substations within similar systems, 8 of which have been spent in design and system integration of solar PV installations within passenger rail infrastructure, commercial or industrial operations for projects which have been successfully implemented.</p> <p><b>Points 7</b> - A minimum of 10 years in the design of solar PV plants, power grids, substations within similar systems, 5 of which have been spent in design and system integration of solar PV installations within passenger rail infrastructure, commercial or industrial operations for projects which have been successfully implemented.</p> <p><b>Points 4</b> - A minimum of 10 years in the design of solar PV plants, power grids, substations within similar systems, 3 of which have been spent in design and system integration of solar PV installations within passenger rail infrastructure, commercial or industrial operations for projects which have been successfully implemented.</p>	<p><b>10</b></p>

Lead Environmental and Sustainability Advisor	<p><b>Points 10</b> – A minimum of 10 years of experience in environmental management in the development and design of PV plants, power grids, substations within similar systems.</p> <p><b>Points 7</b> - A minimum of 8 years of experience in environmental management in the development and design of PV plants, power grids, substations within similar systems.</p> <p><b>Points 4</b> - A minimum of 5 years of experience in environmental management in the development and design of PV plants, power grids, substations within similar systems.</p>	<b>10</b>
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### Qualifications of the Lead Advisors and team

ASSESSMENT CRITERIA	DESCRIPTION	WEIGHTING
Project Lead	<p><b>Points 5</b> – PMP Certified or equivalent</p> <p><b>Points 3</b> – Masters qualification in engineering, project management, or similar</p> <p><b>Points 1</b> – relevant degree or equivalent</p>	<b>5</b>
Lead Technical Advisor	<p><b>Points 5</b> – Certified professional engineer with relevant Council</p> <p><b>Points 3</b> – Professional engineer with relevant Council</p> <p><b>Points 1</b> – Relevant engineering degree or equivalent</p>	<b>5</b>
Lead Environmental Advisor	<p><b>Points 5</b> – Registered professional natural scientist and registered Environmental Assessment Professionals with relevant Council</p> <p><b>Points 3</b> – Masters' degree in Environmental sciences or management or equivalent</p> <p><b>Points 1</b> – Relevant degree or equivalent</p>	<b>5</b>

27.5 A minimum of **70 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 **70** 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

27.6.1 the Third Stage of evaluation of the Bids will be in respect of price only.

## 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 (ZAR).

**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.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

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

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

## 36.1.4

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

## 36.1.5

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

## 36.1.6

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

## 36.1.7

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

## 36.1.8

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

## 36.1.9

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

## 36.1.10

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

## 36.1.11

Only the proposal as submitted on the closing date shall be considered. No Bids for future bids shall be accepted.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>

## 36.1.12

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

## 36.1.13

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

## 36.1.14

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

<p>remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>		
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## 36.1.15

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

## 36.1.16

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

## 36.1.17

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

## 36.1.18

<b>Bidders who make use of subcontractors:</b>	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.		
2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.		
3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary		

Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement.		
4. Subcontracting must not contradict any Regulation or Legislation		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

## 36.1.19

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

## 36.1.20

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

## 36.1.21

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

## 36.1.22

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

## 36.1.23

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

## 36.1.24

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

## 36.1.25

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

## 36.1.26

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

## 36.1.27

Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.	<b>Comply/Accept</b>	<b>Do not comply/Do not accept</b>
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.		

## 36.1.28

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

Mobile Number: .....

Email Address.....

## PART E

### TERMS OF REFERENCE & PROJECT BRIEF

#### 1. INTRODUCTION AND PURPOSE

The purpose of this Request for Proposal (“RFP”) is to procure the services of a suitably qualified and experienced Service Provider that will be contracted by the DBSA to conduct a comprehensive feasibility study, including preliminary engineering design, and develop an implementation strategy of a renewable energy system based on solar PV technology to supply electricity to Gautrain facilities.

As part of the DBSA's ongoing support to Gautrain Management Agency (GMA) in terms of the Memorandum of Agreement (MoA) between the two entities, the DBSA has been requested to assist the GMA to appoint a Service Provider for the above purpose. The Service Provider must conduct a detailed study for application of Renewable Energy (RE) based on solar PV in the Gautrain system to supply energy for Gautrain traction, stations, and depots, by conducting and documenting the following three (3) related studies:

- a) Conduct a review of GMA's Electric Mobility Framework and develop an implementation framework of RE to the Gautrain system for approval. Investigate the suitability of Gautrain facilities (including rooftop space, parking structures, and land), determine and recommend viable technology and total potential capacity to supply electricity to Gautrain traction, stations and depots' current and forecast energy and power demand;
- b) Conduct a full feasibility study, including preliminary design, that will cover technical viability, commercial viability, systems integration, permits and grid requirements for installation of grid-tied solar PV system at two (2) most suitable Gautrain stations or facilities to be identified by GMA with a capacity of approx. up to 3 MWp;
- c) Develop an implementation strategy and technical specifications for rolling out the installation of solar PV throughout the Gautrain system also under consideration of battery storage options.

The following studies have been concluded by the Council for Scientific and Industrial Research in 2018/2019, which will be proved to the preferred bidder upon appointment:

- Renewable Energy Strategy;
- Technical Specifications for the Applicability of Renewable Energy Technologies; and
- Passive Solar Building Design for the Gautrain System.

#### 2. BACKGROUND

The GMA is responsible for the management of the implementation of the Gautrain and the relationship with the concessionaire, Bombela Concession Company (Pty) Ltd (“the Concessionaire” or “Bombela”), as well as to enhance the integration of the Gautrain Project with other transport services and public transport plans. It also assists the MEC for Public Transport and Roads Infrastructure in performing public transport and rail-related functions and exercising public transport and rail-related powers.

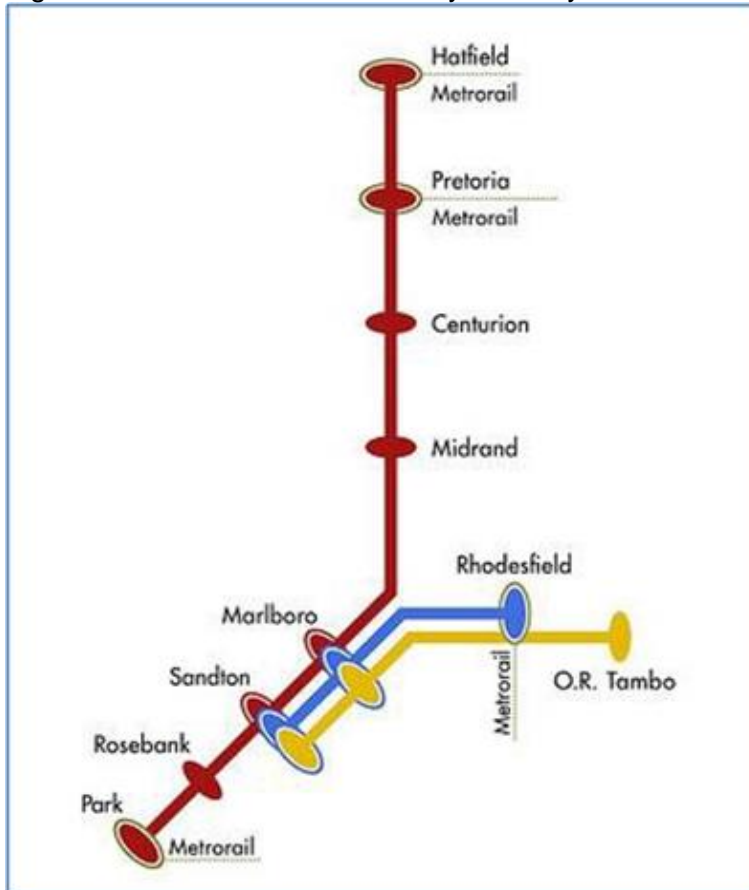
In pursuit of these objectives, the GMA and the DBSA have signed a Memorandum of Agreement (MOA) to collaborate and cooperate to ensure the successful completion of various projects related to the current and future Gautrain systems.

Bombela entered into a Concession Agreement (CA) with the Gauteng Provincial Government for the design, partial finance, construction, operation, and maintenance of Gautrain until 27 March 2026. The Development period commenced on 28 September 2006 and the construction of the Gautrain project was completed on 7 June 2012, when the Operating Period commenced.

Bombela as the Concessionaire signed an Operating Contract with Bombela Operating Company (Pty) Ltd (“the Operator”) for the operation and maintenance of the System (Trains, Stations, and Bus operations). In turn, the Operator concluded a maintainer contract in terms of which the Bombela Maintenance (Pty) Ltd (“the Maintainer”) is responsible for the maintenance of the works including the existing Electrical Multiple Units (“EMUs”) or 4-car train sets and Mega Express which is responsible for the operation of the dedicated Gautrain bus service.

The rail network comprises 82 route kms, 25kV AC electrified, and signalled standard gauge track infrastructure of which 15.3 route kms is situated underground, 10 stations, one maintenance depot and 24 4-car EMUs constructed to the UK loading gauge. The rail network layout is illustrated in Figure 1 below.

Figure 1: Schematic of Gautrain System Layout



The Gautrain Depot is situated between Marlboro and Midrand stations on the North-South section of the System. This is where the EMUs are inspected, maintained, cleaned, and dispatched. The depot controls all train movements as well as providing a communications and control hub with the rail network, stations and tunnel equipment. The Operator and the Maintainer are both accommodated at the Gautrain Depot.

The Operator is contracted by the Concessionaire to execute all required operations and maintenance of the System. The Gautrain operational services or System can broadly be divided into three operational areas, namely

- Train services,
- Station operations (including park and ride or parking), and
- dedicated bus services.

The Operator contracted the Maintainer to maintain the existing EMUs and the core rail system i.e., the track, Overhead Catenary Distribution System (“OCDS”), communication and signalling. Maintenance of fixed assets and equipment such as elevators and escalators are the responsibility of the Operator. The Gautrain trainsets comprise of 86 General Passenger Service Railcars, 10 Airport Service Railcars (a total of 96 Railcars or 24 4-car EMUs).

There are 10 stations. The locations of Gautrain station buildings and Depots are as follows:

- a) Park Station – Underground station with above ground structured / multi-storey parking:
- b) Rosebank Station - Underground station with above ground structured / multi-storey parking:
- c) Sandton Station - Underground station with underground structured / multi-storey parking:
- d) Marlboro Station – Above-ground station with multi-storey parking:
- e) Midrand Station - Above-ground station with at-grade parking:
- f) Centurion Station - Above-ground station with at-grade parking:
- g) Pretoria Station - Above-ground station with at-grade parking:
- h) Hatfield Station - Above-ground station with multi-story parking:
- i) Rhodesfield Station - Above-ground station with at-grade parking:
- j) O.R. Tambo International Airport - Above-ground station with no parking:
- k) Midrand Train Maintenance Depot - Above-ground facility with at-grade parking:
- l) Midrand Bus Maintenance Depot - Above-ground facility with at-grade parking: and
- m) Pretoria Bus Maintenance Depot - Above-ground station with at-grade parking.

The ten (10) Gautrain stations, maintenance depots and technical rooms are connected to the network system provider grid at 11kV through medium and low voltage system (MLS) equipment. In addition, the 11kV power supply consists of backup diesel generators of various sizes in case of power failures or load shedding.

Typically, the Gautrain station electricity supply equipment consists of 11kV cable(s) supplied by the municipalities in which the stations are located, 11000/400 Volt oil-cooled distribution transformer with protection, which could be operated in parallel. The emergency supply is supplied from an emergency standby diesel generating set located next to the MV substation room. The substation rooms contain main low voltage switchboards, generator low voltage switchboards and a bus coupler. The substation will also have a UPS system and batteries.

The Gautrain traction power system comprises of a Main Propulsion Substation (MPS) and five (5) autotransformer paralleling substations distributed throughout the Gautrain network. The MPS is supplied by Eskom (power utility) via 2 X 88kV transmission lines from two independent transmission substations, one at Lepini and the other at Waterval. The incoming 88kV is transformed to 50kV via 4 X 40MVA transformers. The configuration of the power transformers' secondary is arranged with a centre-tap, which is connected to ground, to give a 25kV-0-25kV arrangement.

The 25kV catenary wire is connected to the one side of the transformer secondary, the centre-tap is connected to the earth wire and the rails, and the other part of the transformer secondary is connected to the feeder wire.

The four single phase transformers are operated in sets of two transformers each, one active and one standby per set. One set supplies the northern section, and the other set supplies the southern section. The traction network is connected to five (5) autotransformers paralleling substations installed at Marlboro portal (APS 1), Samrand (APS 2), Pretoria station (APS 3), Hatfield station (APS 4), and Rhodesfield station (APS5).

The mode of electrical traction power supply for Gautrain is through the overhead catenary distribution systems (OCDS). The OCDS is divided into two separate systems, namely the northern supply system and the southern supply system. The two systems are divided by a neutral section located at Midrand Maintenance Depot.

The OCDS (contact wire above ground and rigid contact bar in the tunnel) receives 25kV from the APSs and supplies the train pantographs at this voltage. The OCDS comprises contact configurations namely conventional messenger wires mounted on steel or concrete poles and rigid contact bar mounted on insulators. The catenary wire (messenger) consists of an 80mm<sup>2</sup> stranded hard-drawn copper catenary wire connected in parallel with a solid 107mm<sup>2</sup> copper contact wire.

The negative phase feeder is connected via the autotransformers in the Autotransformer Paralleling Stations located adjacent to the track. The feeders are 264.4mm<sup>2</sup> aluminium conductors. The return circuit is completed with a 158mm<sup>2</sup> earth wire in parallel with the rails. The tunnel section consists of a rigid bar contact system. The return circuit is completed with a 158mm<sup>2</sup> earth wire in parallel with the rails.

### 3. SCOPE OF WORK

#### 1. Scope

The DBSA requires the Service Provider to conduct a detailed study for application of suitable Renewable Energy (RE) technologies (primarily solar PV) in the Gautrain system to supply energy for Gautrain traction stations, and depots, by conducting and documenting the following three (3) related studies:

- a) **Work Package 1:** Investigation into the suitability of Gautrain facilities (including rooftop space, parking structures, and land) for RE and hybrid (such as battery systems (energy storage systems)) technologies, determine and recommend viable technology and total potential capacity to supply electricity to Gautrain traction, stations and depots' current and forecast energy and power demand as well as sale of surplus energy to third parties where feasible;
- b) **Work Package 2:** Conduct a full feasibility study, including preliminary design, that will cover technical viability, commercial viability, systems integration, permits and grid requirements for installation of grid tied RE systems at two selected out of the eleven existing Gautrain stations or facilities;
- c) **Work Package 3:** Develop a comprehensive implementation strategy (including but not limited to the role of the GMA as developer and/or off-taker of the PV plants) that includes commercial, regulatory, and contractual strategies as well as technical specifications for rolling out the installation of solar PV throughout the Gautrain system. This must take in to account the end of the current Concession in 2026 and the ability of the GMA to set RE requirements in future (post 2026) operating contracts.

The above scope of services must be executed in three phases and must include the following minimum requirements for each respective phase:

#### 1.1. WORK PACKAGE 1: Technology and Potential Capacity / Scoping Study

The Service Provider is required to study the conceptual and pre-feasibility front-end engineering models previously developed by GMA, as background information. In fulfilling the scope of services requirements, the Service Provider is required to perform the following tasks as a minimum:

- a) Review the available Gautrain property and facilities that are suitable for implementation of recommended RE and hybrid technologies.
- b) Assess structural and sub-structure integrity of Gautrain facilities and suitability of land for the safe installation, operation and maintenance of proposed solar PV technology including its support structures.
- c) Assess statistical electrical energy metering data from Gautrain facility's energy measuring equipment, and where necessary install data loggers on equipment subject to approval by the Operator.
- d) Obtain and analyse the applicable electricity supply tariff schedule, and permits and grid connection requirements, from each applicable licensed electricity supply authority according to the location of each Gautrain station and electricity supply contract.
- e) Conduct an analysis of the Gautrain electrical facility load profiles.
- f) Assess Gautrain electricity supply and distribution infrastructure and identify gaps for integration of renewable energy, and smart grid technologies.
- g) Assess each Gautrain facility's existing energy efficiency measures and recommend any other related energy efficiency measures that may be adopted to the Gautrain system.

- h) Model and perform an options analysis, quantify and recommend viable RE and hybrid technologies and potential capacity to supply the Gautrain traction, stations and depot's current and forecast energy and power demand.
- i) The study findings must be presented to the DBSA/GMA for review and approval.

## **1.2. WORK PACKAGE 2: Feasibility Study**

The Service Provider is required to conduct full feasibility studies for two (2) of Gautrain's facilities (to be identified by the DBSA/GMA from previous studies) that must include, but not limited to, the following:

- a) Systems modelling and assessment
- b) Engineering design and cost estimate
- c) Plot plans for building and equipment arrangement
- d) Strategy for contracting and procurement of key equipment
- e) Project execution plan
- f) Construction plan
- g) Constructability and maintainability report
- h) Project management strategy
- i) Commissioning and ramp-up requirements
- j) Value engineering / possible savings
- k) Project risks
- l) Operational readiness plan and operating philosophy
- m) Site and utility grid interconnection investigation
- n) Compliance, permitting and approvals plan
- o) Detailed grid capacity, reliability, interconnection, quality and growth allowances
- p) Design criteria and specifications
- q) Climatic and special conditions reports, and audits of existing structures
- r) Utility electricity tariff analysis and financial modelling
- s) Third party sales
- t) Cost summary and levelized cost of energy comparison with utility tariff
- u) Identification and costing of additional energy efficiency opportunities at Gautrain facilities, and possible electricity wheeling arrangement between Gautrain stations (if applicable or permitted).
- v) Comparison of operational model: Plant owned and operated by GMA or by third party IPP; pros and cons of various models
- w) The engineering design must include the implementation of an integrated energy management system that will achieve, among others:
  - a. Supply side management, considering the electricity grid, renewable energy source, storage (if recommended) and installed diesel generator as applicable per site.
  - b. Demand side management or dynamic point load levelling.
  - c. Time-of-use for optimised expected load profiling during peak times.
  - d. Phase balancing where applicable.

The feasibility study report must be presented to the DBSA/GMA for review and approval.

## **1.3. WORK PACKAGE 3: Implementation Strategy for Gautrain System**

The Service Provide must develop an implementation strategy and technical specification for the GMA that articulates a plan for implementation of RE and hybrid technologies (PV plus battery) within the existing and future Gautrain station buildings, depots, and traction power supply, to enable the GMA in fulfilling objectives which include:

- a) Reduction of reliance in utility's predominantly coal-generated electricity:
- b) Increase in energy efficiency:
- c) Improve energy supply security and reliability: and
- d) Reduction in energy costs.

The recommended RE and hybrid implementation strategy needs to respond to:

- a) How RE and hybrid technologies are to be applied in the Gautrain traction power supply, station, and depot buildings to develop micro-grids with diversified energy sources:
- b) Development of an optimized investment plan:
- c) How passive solar designs are to be implemented on existing and future Gautrain station and depot buildings:
- d) Demonstrate that it will support the Department of Mineral Resources and Energy's Renewable Energy Strategy.
- e) Investigate and recommend the preferred operational model for the implementation of the Project.

## 2. Contract Term

The DBSA intends to conclude a contract for a period of 12 – 15 months for all three phases.

## 3. Required Service Levels

The electricity supply system functions, features, and performance specifications to be developed by the Service Provider shall have the following minimum functional requirements:

- a) Have the capability to be tied to the utility grid, as and when required, and allow for bi-directional flow of energy through net-metering (if permitted by the supply authority):
- b) Integrated into Gautrain's Station and Tunnel Management System ("STMS") and other performance monitoring system:
- c) Provide centralised real time monitoring and intervention:
- d) Provide sufficient redundancy of critical items per location to ensure continuous and reliable operations:
- e) Be able to integrate PV systems and regulate the flow of electricity locally at a station or facility:
- f) Deploy smart energy control systems to allow for efficient and reliable distribution of power:
- g) Supply the annual energy consumption and power demand requirements for each station building or depot:
- h) Demonstrate additional requirement to have an energy storage system that has the capacity to supply each station/depot load, when the renewable energy source is not available, or the energy harvested from the renewable energy source is not sufficient.

Additional environmental, location safety, and security requirements for the system shall be as follows:

- a) The Renewable Energy system shall:
  - Be sustainable and have a minimal impact to the environment, in its operation and maintenance; and
  - Be capable of operating under the climatic conditions at installed location.
- b) For Location requirements:
  - The Renewable Energy technology system components shall be:
  - Mountable on concrete, rooftops, or on available land;
  - Designed to meet the space requirements of the locations selected for each station building/depot.
  - Required to meet the entire electricity demand of the station building/depot.
  - Integrated with the current electricity supply systems of the station or facility.

c) Safety requirements

The service provider must advise about the minimum requirement about:

- Safety during construction and installation.
- Safety consideration during operations.

d) Security requirements

The service provider must advise on the minimum security requirements aligned to:

- Facility security plan.
- System security enhancement.

#### 4. Access to the System

The Service Provider will be given access to Gautrain's asset management and maintenance plans, drawings, and electricity usage information. Should it be deemed necessary, access will be further granted to all relevant project documentation and installed systems. As such, the successful Service Provider will be required to sign a non-disclosure agreement (NDA) upon appointment.

To gain access into the System to conduct site inspections, the Service Provider will be required to adhere to the Operator's stringent work permit rules and regulations, which include undergoing a safety induction training which the Operator provides free of charge prior to such access being granted.

The service provider shall provide a Person in Charge (PIC) for each team that will be visiting the System. The PIC shall be the holder of the work permit, be required to be on site for the duration of the permit time and be responsible for ensuring full protection of personnel and equipment as required by the Operator's rules.

To qualify as a PIC, each nominated team leader / personnel shall be required to undergo a PIC training after having gone through the Safety Induction training for two (2) hours. The PIC training is a full day course that is provided by the Operator at the Service Provider's cost at a charge of ZAR600.00 per PIC. This amount is recoverable from the DBSA.

No personnel shall be allowed into the System without a trained PIC and without having gone through the Safety Induction course. The bidders shall bear in mind that most of the work relating to site inspections shall take place during Operating Hours; refer to table 1 below:

Table 1: Gautrain System Service Characteristics.

<b>GAUTRAIN SERVICE CHARACTERISTICS</b>	
<b>TYPE</b>	<b>DESCRIPTION</b>
OPERATIONAL HOURS (Commercial Service)	Monday to Sunday/ First Train departure not later than 05:30 from Terminal Stations/ Last Train departure not earlier than 20:30 from Terminal Stations
ENGINEERING HOURS (Non-Operational Period)	All Engineering works on/ near the track between 22:00 to 04:00, all work in tunnels
MINIMUM MORNING PEAK PERIOD**	05:30 to 08:30
MORNING PEAK PERIOD NS SERVICE	06:30 to 07:30
MINIMUM AFTERNOON PEAK PERIOD**	15:30 to 18:30



AFTERNOON PEAK PERIOD NS SERVICE	16:30 to 17:30
** Peak Periods may be extended to >3 hours	
<b>TYPES OF WORK PERMITS FOR WORKING WITHIN THE SYSTEM</b>	
WP1	work allowed without specific protection (e.g., car parks, buildings, along rail reserve without entering on-track or danger zone)
WP2	work allowed with specific protection (look out person). Integrity of track or safety and security system not compromised. On-track area can be cleared immediately meaning there is reasonable wayside area along the track.
WP3	work allowed with track possession, involves works in the tunnel, U-shapes or viaducts, may affect safety or operation of signalling equipment, requires trains to run within the limits, may make track physically unsafe for trains to run.
WP4	work allowed with track possession and traction power isolation, requires isolation and earthing as per traction power safety regulations, working near catenary or less than 3m from catenary live parts.

Subject to the Operator's approval, some site inspection work may be done outside of the peak period depending on the operating conditions. The Service Provider shall, nonetheless, adhere to the Operator's conditions on the approved work permit. The Service Provider shall provide adequate tools and machinery to perform the work as well as adequate personal protective equipment for their personnel.

Prior to applications for work permits being submitted; method statements, risk assessments, safe working procedures and safety plans shall be submitted and approved. This information would be required to determine the level of work permit required. Relevant sections of the Operator's Work Permit Requirements Specification shall be covered during the PIC training and the induction.

The following high-risk areas have been identified within the Gautrain operations: high speed trains, rail tracks, catenary equipment with 25kV, workshops, platforms, viaducts, cut and cover areas, tunnel, and u-shapes.

## 5. Information and Data to be Supplied to Successful Bidder

The following information minimum information will be provided to the Service Provider.

- a) As-built system drawings;
- b) Half-hourly energy consumption metering data for stations, depots and traction and utility accounts; and
- c) Maintenance Plans and Manuals.
- d) A set of previous conceptual study reports on renewable energy and passive solar building design commissioned by the GMA.

## 4. TECHNICAL PROPOSAL

### Company Experience and Expertise

Service Providers are required to demonstrate the company experience in the provision of the requirements articulated in this RFP including the following:

- a) Solar PV installation, modelling and substation design projects including systems integration in passenger rail, commercial or industrial infrastructure.
- b) Smart grid technologies, applicable legislation and municipal bylaws for power generation of grid-tied systems.
- c) Compilation and delivery of technical study documentation and reports.

Service Providers are requested to submit evidence of a minimum of three (3) project references that can demonstrate the company project experience relevant to the requirements articulated in the relevant sections of this RFP. These project references must be for projects executed within the last ten (10) years.

### Methodology

Service Providers are requested to submit a method statement / methodology documents detailing the way the required scope of work as set out in this RFP will be executed and must include the following:

- a) The approach that will be adopted in the execution of these services.
- b) Information and data requirements in the execution of the services required; and
- c) A preliminary project program indicating the execution of the services articulated in this RFP.

Upon appointment, the successful Service Provider will be required to produce a Project Execution Plan which shall describe the execution strategy for the project, based on the scope of works, the associated deliverables, and best practice.

Service Providers are required to provide the following information forming part of the evaluation:

- d) Project Team CV

The Bidders are required to submit a CV for every individual who will form part of the project team. CVs shall indicate the specific work and experience in the provision of the required area of expertise including the following:

- Qualifications and Certification;
- Years of experience in the field of expertise
- Number of relevant projects (local or international)

Service Providers shall ensure that the CV's submitted are for the individuals who will be assigned to the project as required by this RFP.

- e) Company Experience and Expertise

Service Providers are required to demonstrate experience and capability in the provision of similar services in a minimum of two (2) local and / or international projects including the following:

- Experience in renewable energy project studies, solar PV modeling and/or design in passenger rail infrastructure, commercial or industrial operations.
- Compilation and delivery of technical study documentation and reports in similar projects.

- Service Providers shall supply a sufficiently detailed list of relevant three (3) completed projects within the last ten (10) years including the dates and contact details of clients per project.
- f) Schedule

The bidder shall submit a level 3 programme sequencing the activities and adequately showing the full scope of works, associated milestones and deliverables of the project. The programme shall clearly identify the critical path and include duration of all preliminary activities and shall have realistic durations that are backed with anticipated man-hours for all activities.

## 5. FEE PROPOSAL

Bidders are required to return a fully costed fixed fee proposal for all three Phases of the work.

### Work Package 1 - Technology and potential capacity

Deliverable	Percentage	Amount
Inception Report and Site Visit a) Review the available Gautrain property and facilities that are suitable for implementation of recommended RE technology. b) Assess statistical electrical energy metering data from Gautrain facility's energy measuring equipment.	15%	
Needs Analysis Report c) Obtain and analyse the applicable electricity supply tariff schedule, and permits and grid connection requirements, from each applicable licensed electricity supply authority according to the location of each Gautrain station and electricity supply contract. d) Conduct an analysis of the Gautrain electrical facility load profiles.	15%	
Gap Analysis Report a) Assess Gautrain electricity supply and distribution infrastructure and identify gaps for integration of renewable energy, and smart grid technologies. b) Assess each Gautrain facility's existing energy efficiency measures and recommend any other related energy efficiency measures that may be adopted to the Gautrain system.	15%	
Technical Options Report a) Model and perform an options analysis, quantify and recommend viable RE technology and RE potential capacity to supply the Gautrain traction, stations and depot's current and forecast energy and power demand;	15%	
Draft Potential and Capacity Study Report	20%	
Final Potential and Capacity Study Report	20%	
<b>Total Fee</b>	<b>100%</b>	

## Work Package 2 - Full Feasibility Study

Deliverable	Percentage	Amount
Systems modelling and assessment	10%	
Engineering design and cost estimate of two sites identified by the DBSA and GMA. The engineering design must include the implementation of an integrated energy management system that will achieve, among others; <ol style="list-style-type: none"> <li>Supply side management, considering the electricity grid, renewable energy source, storage (if recommended) and installed diesel generator as applicable per site.</li> <li>Demand side management or dynamic point load levelling.</li> <li>Time-of-use for optimised expected load profiling during peak times.</li> <li>Phase balancing where applicable.</li> </ol>	10%	
Plot plans for building, equipment arrangement and Strategy for contracting and procurement of key equipment.	10%	
Project execution plan, Construction plan and Project management strategy	10%	
Commissioning and ramp-up requirements, Value engineering / possible savings and Project risks.	10%	
Operational readiness plan and operating philosophy, Site and utility grid interconnection investigation and Compliance, permitting and approvals plan.	10%	
Detailed grid capacity, reliability, interconnection, quality and growth allowances, Design criteria and specifications, Climatic and special conditions reports, and audits of existing structures.	10%	
Utility electricity tariff analysis and financial modelling, Third party sales and Cost summary and levelized cost of energy comparison with utility tariff.	10%	
Identification and costing of additional energy efficiency opportunities at Gautrain facilities, and possible electricity wheeling arrangement between Gautrain stations (if applicable or permitted).	10%	
DRAFT Feasibility Study Report	10%	
FINAL Feasibility Study Report		
<b>Total Fee</b>	<b>100%</b>	

## Work Package 3 - Implementation Strategy for Gautrain System

The Service Provide must develop an implementation strategy and technical specification for the GMA that articulates a plan for implementation of RE technologies within the existing and future Gautrain station buildings, depots, and traction power supply, to enable the GMA in fulfilling objectives which include:

- Reduction of reliance in utility's predominantly coal-generated electricity;
- Increase in energy efficiency;
- Improve energy supply security and reliability;
- Reduction in energy costs.

<b>DELIVERABLE</b>	<b>Percentage</b>	<b>Amount</b>
Detail how RE technologies are to be applied in the Gautrain traction power supply, station, and depot buildings to develop micro-grids with diversified energy sources.	15%	
Development of an optimized investment plan.	15%	
How passive solar designs are to be implemented on existing and future Gautrain station and depot buildings.	15%	
Support the Department of Mineral Resources and Energy's Renewable Energy Strategy.	15%	
DRAFT Implementation Report	20%	
FINAL Implementation Report	20%	
<b>Total Fee</b>	<b>100%</b>	

### **TOTAL FEES**

Total fee for Work Package 1 – Technology and potential capacity		
Total fee for Work Package 2 – Full Feasibility study		
Total fee for Work Package 3 – Implementation strategy		
<b>TOTAL Fee</b>	<b>100%</b>	
A Disbursement fee equivalent to 10% of the total fee for Phases 1 – 3 must be included	10%	
Contingency Fee equivalent to 15% of the total fee for Phases 1 - 3 must be included	15%	
<b>TOTAL FEE</b>	<b>125%</b>	
VAT and/or any taxes applicable	XXX	
<b>GRAND TOTAL AMOUNT</b>	<b>XXX</b>	

### **NOTE:**

- i. Terms of payment shall be agreed during the conclusion of the Service Level Agreement between the DBSA and the Service Provider. The application for payment shall be made following approval of deliverables by the Project Steering Committee (PSC).
- ii. Each of the deliverables above will be submitted to the PSC as draft documents for inputs, comments and views by the stakeholders (DBSA & GMA);
- iii. Each final deliverable should be provided in 3 hard copies in color and one soft/PDF copy, for distribution to the relevant stakeholders.
- iv. Total fee for Phases 1 – 3 must be quoted, fixed for a period of 15 months i.e. requests for CPI escalation will not be considered until the 15 months after the signing of the Service Level Agreement between the DBSA and the Service Provider.

## Expenses

The bidders are advised to consider the following guidelines that govern the DBSA when incurring expenses:

- All air travel within South Africa is on Economy Class;
- Car rental is considered for Class B;
- Hotels are limited to a maximum of 4 star and the selection should consider the location to Midrand, where both the offices of the GMA and the DBSA are located.
- The mode and type of travel chosen by the DBSA and GMA teams travelling with the successful TAs can always serve as guidance.
- private car usage will be reimbursed according to AA- travelling rates;
- The Service Provider shall provide costing for any tools, resources, and special equipment required to execute the scope of services as per the requirements articulated in this RFP.

All claims for travel and other legitimate disbursement expenditure must be pre-approved by the DBSA before they are incurred. All receipts are to be safely kept by the Service Provider. Disbursement's will be structured and paid for as follows:

The Bidder confirms that:

- its fee proposal includes all costs and allowances necessary to carry out the Services described in the RFP within the period offered; and
- that its proposal includes all prices, rates fees and amounts:
  - inclusive of expenses required to provide the Services;
  - inclusive of Value Added Taxes\* and/or any applicable withholding or other taxes; and
  - not subject to currency exchange fluctuations.

## **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:

**RFP046/2022: APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP AN IMPLEMENTATION STRATEGY FOR RENEWABLE ENERGY SUPPLY TO THE GAUTRAIN SYSTEM.**

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

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

##### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF ALL TAXES IS**

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

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

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the  
Tenderer**

\_\_\_\_\_  
**(Name and address of organisation)**

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_



**Annexure B**

**SBD 4**

**DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup>“State” means –

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

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

2.7 Are you or any person connected with the bidder **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 Reference Number	Tax Number	State Number	Employee / Persal Number

**4. DECLARATION**

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

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## Annexure C

SBD 6.1

## RESTRICTED SUPPLIERS

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

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

**ANNEXURE D**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf  
of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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



**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.

.....

Signature Date

.....

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 ACQUINTEED 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:

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

## Annexure K

### Tax Compliant Status and CSD Registration Requirements

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

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

**CSD Registration Number:**



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.

Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33

Email : [dbsa@whistleblowing.co.za](mailto:dbsa@whistleblowing.co.za)

Free Post : Free Post KZN 665 | Musgrave | 4062

SMS : 33490

## ANNEXURE L – KfW Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")<sup>1</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>2</sup> 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/debarr> 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*

<sup>1</sup> 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".

<sup>2</sup> 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.



Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries

*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

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in  
Financial Cooperation with Partner Countries

Labor Organisation<sup>3</sup> (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 of: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_