



**REQUEST FOR PROPOSALS**

<p><b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</b></p>	
<p><b>BID NUMBER:</b></p>	<p><b>RFP033/2026</b></p>
<p><b>COMPULSORY BRIEFING SESSION DETAILS:</b></p>	<p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.</p> <p><a href="#">Compulsory briefing Session - RFP033.2026</a></p> <p>Link: 20 March 2026 @11H00 AM (Johannesburg time)</p>
<p><b>CLOSING DATE:</b></p>	<p><b>02 April 2026</b></p>
<p><b>CLOSING TIME:</b></p>	<p>23H55 (Midnight)</p>
<p><b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b></p>	<p>120 days</p>
<p><b>DESCRIPTION OF BID:</b></p>	<p><b>APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT AN INDEPENDENT REVIEW AND RECOMMENDATIONS ON THE APPROPRIATE STRATEGY, MANDATES AND INSTITUTIONAL FORM FOR THE INDEPENDENT POWER PRODUCER OFFICE (IPP OFFICE) IN THE FUTURE ENERGY SECTOR AND SUPPORT THE PREPARATION AND IMPLEMENTATION OF TRANSITIONAL REQUIREMENTS</b></p>
<p><b>BID DOCUMENTS ELECTRONIC SUBMISSION:</b></p>	<p><b>1. ELECTRONIC SUBMISSIONS</b></p> <p><b><u>INSTRUCTIONS:</u></b></p> <p>➤ Bidders are required to submit written requests for clarification via</p>

e-mail to [vusiscm@dbsa.org](mailto:vusiscm@dbsa.org) **ONLY**, quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day.

- Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically.
- Written requests for clarification will be considered up to and including **30 March 2026 16:30** Johannesburg time. Requests received after this date may not be attended to.
- Any requests after the stipulated date and time may be disregarded.

**NB: Electronic submission is encouraged for all bidders interested in this tender**  
**Closing date of this 02/04/2026 is before 23:55.**

**No physical bids will be received or accepted at the DBSA offices**

<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: **RFP033/2026**

DESCRIPTION: **APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT AN INDEPENDENT REVIEW AND RECOMMENDATIONS ON THE APPROPRIATE STRATEGY, MANDATES AND INSTITUTIONAL FORM FOR THE INDEPENDENT POWER PRODUCER OFFICE (IPP OFFICE) IN THE FUTURE ENERGY SECTOR AND SUPPORT THE PREPARATION AND IMPLEMENTATION OF TRANSITIONAL REQUIREMENTS**

COMPULSORY BRIEFING: **20 March 2026** - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

Time: 11H00 AM Johannesburg time (**Microsoft Teams**)

[Compulsory briefing Session - RFP033.2026](#)

Closing time for the OneDrive Link submissions - **23h55 on the 02 April 2026 (Telkom Time)**

CLOSING DATE: 02 April 2026

CLOSING TIME: 23H55

Name

 Bidder Name

Name

 Folder 1\_Financial Proposal

 Folder 2\_Technical Proposal

- a) It remains the bidder’s responsibility to ensure that the bid submission is uploaded using the correct bidder document and tender link.
- b) Should a bidder encounter an issue with the system, the bidder must provide sufficient evidence as proof of attempting to upload their submission before the cut-off time and the error received.
- c) Faxed, emailed bids will not be accepted, only an electronic submission received via the link will be accepted.
- d) It is therefore the responsibility of the bidder to request for a link to participate.
- e) The DBSA assumes no responsibility if a Bidder’s designated email address is not correct, or if there are technical challenges, including those with the Bidders computer, network, or internet service provider (ISP).

**BID SUBMISSION LINK REQUESTS:**

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)	
1.3. 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.	
1.4. 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>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.	
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.	
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.	
2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.	
2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<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>	

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

## PART C

### CHECKLIST OF 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; and
- 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 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

## 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, 2022.
- 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 (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 26 (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, 2022 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 26.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 26.5 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: [yusiscm@dbsa.org](mailto:yusiscm@dbsa.org)

No questions will be answered telephonically

#### 4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **20<sup>th</sup> March 2026** - Tender briefing will be done online via Microsoft teams.

**Click on the link to join the meeting. Bidders must complete their details fully in order to have access to the briefing session. The link will only be accessible 15 minutes before the meeting.**

[Compulsory briefing Session - RFP033.2026](#)

Link: 20 March 2026 @11H00 AM (Johannesburg time) Time: 11H00 AM Johannesburg time  
**(Microsoft Teams)**

**LINK REQUESTS:** Bidders are asked to nominate one dedicated contact person (name, email address and phone number).

Link Request DATE By: **30 March 2026**

Link Request TIME By: 16H30

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

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 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.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
  - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.
  - 5.4.2 the Tendering Process; and
  - 5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

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

- 6.1 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.

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

- 7.1 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.
- 7.2 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).
- 7.3 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.

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

- 8.1 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.
- 8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

## **9. 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.

## **10. CONFIDENTIALITY**

10.1 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.

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

11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to [vusiscm@dbsa.org](mailto:vusiscm@dbsa.org)

11.3 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).

11.4 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.

11.5 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.

11.6 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).

11.7 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.

## **12. UNAUTHORISED COMMUNICATIONS**

12.1 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 12 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.

12.2 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.

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

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

### **14. ANTI-COMPETITIVE CONDUCT**

14.1 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:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, 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.

14.3 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.

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

15.1 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))

15.2 The written complaint must set out:

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

- 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 15.2.3 any relevant background information; and
  - 15.2.4 the outcome desired by the person or organisation making the complaint.
- 15.3 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.

## **16. CONFLICT OF INTEREST**

- 16.1 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.
- 16.2 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.
- 16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

## **17. LATE BIDS**

- 17.1 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.
- 17.2 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.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, 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.

## **18. BIDDER'S RESPONSIBILITIES**

18.1 Bidders are responsible for:

- 18.1.1 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;
- 18.1.2 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;
- 18.1.3 ensuring that their Bids are accurate and complete;
- 18.1.4 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;
- 18.1.5 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
- 18.1.6 submitting all Compulsory Documents.

18.2 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.

18.3 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.

18.4 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.

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

## **19. PREPARATION OF BIDS**

19.1 Bidders must ensure that:

- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 19.3 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.
- 19.4 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.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

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

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 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.
- 20.3 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.

## **21. 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.

## **22. RESPONSIBILITY FOR BIDDING COSTS**

- 22.1 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.

22.2 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:

22.2.1 the Bidder is not engaged to perform under any contract; or

22.2.2 the DBSA exercises any right under this RFP or at law.

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

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

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 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.

### **24. USE OF BIDS**

24.1 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.

24.2 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.

### **25. 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.

### **26. EVALUATION PROCESS**

26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 **First Stage – Test for administrative Responsiveness**

The test for administrative responsiveness will include the following:

**Stage 1: Responsiveness**

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission	Pre-Qualifier	Y
2	Attendance of the compulsory briefing session	Pre-Qualifier	Y

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered to do business with the DBSA	48 hours	Y
4	A Tax Pin issued by SARS.	48 hours	Y
5	A letter of good standing with the Workman's Compensation Fund (This will be verified)	48 hours	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.

**26.1.2 Second Stage – Functional evaluation criteria**

- 26.1.1 Only those Bidders that meet the minimum threshold of **70%** for functional evaluation criteria during 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 evaluation criteria (Second Stage) as set out in this RFP. Only those Bidders that meet the minimum threshold of **70%** for functional evaluation criteria will proceed to the Third Stage.

26.1.2 **Third Stage – price**

- 26.1.2.1 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.

- 26.1.2.2 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.

26.2 **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**

26.3 **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**

26.4 **Second Stage: Functional Evaluation Criteria**

Minimum score of **70 out of 100** in each of the evaluation criteria as well as overall is required to progress to next stage.

Functional Criteria	Evidence to be provided	WEIGHTING/SCORE
<p>Company or Consortium Track Record and Experience</p>	<p>Experience in and sound knowledge of institutional and organisational strategy development, business turnaround and restructuring in public entities and private companies. A sound understanding of the energy sector in South Africa and role and mandates of various entities in this space is beneficial.</p> <p>Four (4) references to be provided evidencing experience of institutional and organisational strategy development, business turnaround and/or restructuring in public entities and private companies.</p> <p>The reference letters must contain the following: be on the client letterhead and contain client contact details, state the assignment, state the period of assignment (start and end date), and signed by the client.</p>	<p><b>Total = 40 points</b></p> <p>Reference letters submitted</p> <ul style="list-style-type: none"> <li>• 0 to 3 letters from clients = 0 points</li> <li>• 4 or more letters from clients = 40 points.</li> </ul>
<p>Experience of the key personnel in providing advice to public and/or private sector on establishing and managing public and private entities; institutional and organisational design, strategy management; advising public and private entities on compliance in respect of the Public Finance Management Act (PFMA), financial modelling and establishing human capital frameworks</p>	<p>Bidder to submit CVs illustrating experience and specific examples where the team leader and team members have conducted assignments similar to the scope of work</p> <p><b>(Failure to submit a response in relation to the key personnel and demonstrating minimum experience requirements will result in the bid submission not being responsive and a disqualification).</b></p> <p>1. <b>Proposed team leader</b> with a minimum of 15 years' relevant experience and knowledge of strategic business development and turnaround strategies in the energy sector. CV must demonstrate sound knowledge of the energy implementation environment and examples of previous assignments similar to the scope of work.</p> <p>2. <b>Proposed multidisciplinary team</b>, each proposed team member with a minimum of 5 years' experience, and examples of previous assignments in the following specialist fields:</p> <p><b>2.1 Legal &amp; Regulatory Experts</b> with a minimum of 5 years' experience and knowledge of, amongst others, South African company and administrative law, Public Finance Management Act (PFMA) requirements, Electricity Regulation Amendment Act (ERAA) and regulatory compliance in energy markets; Legal structuring of state-owned or hybrid entities and constitutional and procurement law.</p> <p><b>2.2 Institutional Design &amp; Governance Experts</b>, with at least 5 years' experience and knowledge of organisational design principles, establishment of companies or entities, Board design and oversight mechanisms, and business delivery models;</p> <p><b>2.3 Finance and Audit Experts</b> with at least 5 years' experience and knowledge of financial sustainability modelling and financing mechanisms;</p>	<p><b>Total = 30 points</b></p> <p><b>Team Leader:</b></p> <ul style="list-style-type: none"> <li>• No Team Leader indicated or less than 15 years' experience = Disqualification</li> <li>• 15 or more years of experience = 10 points.</li> </ul> <p><b>Team Members Experience:</b></p> <p><b>Legal &amp; Regulatory Experts</b></p> <ul style="list-style-type: none"> <li>• No Legal &amp; Regulatory Experts indicated or less than 5 Years experience= Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p><b>Institutional Design &amp; Governance Experts</b></p> <ul style="list-style-type: none"> <li>• No Institutional Design and Governance Experts indicated or or less than 5 years' experience = Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p><b>Finance and Audit Experts</b></p> <ul style="list-style-type: none"> <li>• No Finance and Audit Experts indicated or less than 8 years' experience = Disqualification</li> </ul>

Functional Criteria	Evidence to be provided	WEIGHTING/SCORE
	<p><b>2.4 Human Capital &amp; Organizational Development</b> with at least 5 years' experience and knowledge of talent management and capacity building, organisational design for public entities, Public Service Administration requirements, benchmarking, and developing Human Capital Strategies and policy frameworks.</p>	<ul style="list-style-type: none"> <li>• Less than 5 Years or no such expertise submitted = 0</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p>Human Capital &amp; Organizational Development</p> <ul style="list-style-type: none"> <li>• No Finance and Audit Experts indicated or less than 5 years' experience = Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul>
<p><b>Demonstrated Understanding of the Assignment and proposed Methodology</b></p> <p>Assessment of Bidder's Approach Proposal on the basis of:</p> <ul style="list-style-type: none"> <li>• Confirmation of Resource allocation and utilisation</li> <li>• Bidders' demonstrated understanding of the TOR, scope, expected deliverables, institutionalisation context, applicable legislation (ERAA, PFMA, NewGenRegs), and the operational realities of the future energy market.</li> <li>• Assessment of the quality, soundness, completeness, and feasibility of the proposed approach to execute each component of the scope, including analytical approaches, stakeholder engagement, risk mitigation, and alignment to public-sector best practice.</li> </ul>	<p><b>Bidder to submit a Proposal of no more than 20 pages covering all of the five (5) following headings:</b></p> <ol style="list-style-type: none"> <li><b>1. Introduction of Company /Consortia</b> and justification of relevant knowledge and expertise to undertake this assignment,</li> <li><b>2. Organogram / structure for the proposed team</b> clearly indicating roles and responsibilities</li> <li><b>3. Understanding of the Scope of Work</b> – this includes an outline of the bidders' understanding of the assignment and factors impacting the assignment. Bidders' response must cover all the following three (3) aspects: <ul style="list-style-type: none"> <li>a) understanding of the energy implementation environment,</li> <li>b) legislative or regulatory environment, and</li> <li>c) operational realities of the future energy market.</li> </ul> </li> <li><b>4. Proposed approach</b> – outlining a comprehensive and tailored proposed approach, relevant to the Scope of Work, to execute each component of the scope. Bidder's approach must include a response on <u>all</u> the following four (4) aspects: <ul style="list-style-type: none"> <li>a) analytical approaches,</li> <li>b) stakeholder engagement considerations;</li> <li>c) risk mitigation, and</li> <li>d) alignment to public-sector best practice</li> </ul> </li> <li><b>5. Project Plan</b> indicating the indicative deliverables and milestones.</li> </ol>	<p><b>Total = 30 points</b></p> <p><b>1. Introduction of Company / Consortium provided in Proposal:</b></p> <p>Provided = Six (6) points Not provided = 0</p> <p><b>2. Organogram / structure of team provided in Proposal:</b></p> <p>Provided = Six (6) points Not provided = 0</p> <p><b>3. Understanding of the Scope of Work</b></p> <p>Addresses all three (3) listed aspects = Six (6) points Addresses 1 – 2 listed aspects = Three (3) points Does not address any of the listed aspects = 0 points</p> <p><b>4. Comprehensive and tailored proposed approach</b></p> <p>Addresses all four (4) listed aspects = Six (6) points</p>

Functional Criteria	Evidence to be provided	WEIGHTING/SCORE
		Addresses 1 – 3 listed aspects = Three (3) points) Does not address any of the listed aspects = 0 points <b>5.Project Plan</b> Project Plan outlines deliverables and milestones as recommended in Bidders' approach = Six (6) points  No Project Plan provided or Project Plan does not indicate deliverables and milestones = 0
		Threshold 70 out of the total of 100.

## 26.5 Third Stage: Price

26.5.1 The Third Stage of evaluation of the Bids will be in respect of price and preference.

## 27. Risk Analysis and Objective Criteria

(This must only be included in the tender document if it is applicable, ensure that the list is specific as to what your objective criteria are)

The DBSA reserves the right to award the tender to the tenderer who scores the highest number of points overall in line with Section (2) (1) (f) of the PPPFA, unless there are objective criteria which will justify the award of the tender to another tenderer.

The objective criteria that the DBSA may apply in this bid process includes:

- I. Any bidder that has a cumulative order book totalling 5 Awards with outstanding value, may be excluded from further evaluation.
- II. Where a bidder has 5 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.
- III. Where a bidder has 5 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.
- IV. The DBSA has the discretion to apply an objective criterion.

## 28. Due Diligence

DBSA shall perform a due diligence exercise on the preferred bidder to determine its risk profile. The due diligence exercise may take the following factors into account inter alia.

**a. Judgements and criminal convictions**

DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.

**b. Pending litigation/liquidation/business rescue (distinct from Working Capital)**

DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

**c. Performance**

DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

**d. Reputational harm**

If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

**e. Restricted/Blacklisted**

Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

**f. Vetting**

The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.

**g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to**

- a. Financial stability of the bidder based on key ratio analysis ;
- b. Efficiency ;
- c. Profitability ;
- d. Financial Risk;
- e. Liquidity ;
- f. Acid Test ;
- g. Solvency; and
- h. Commercial relationship with a politically exposed and brand risk

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.

**29. Generally, suppliers have their own business standards and regulations. Although DBSA cannot control the actions of our suppliers, we will not tolerate any Illegal activities. These include, but are not limited to:**

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

### **30. STATUS OF BID**

- 30.1 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.
- 30.2 A Bid must not be conditional on:
- 30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.
  - 30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.
  - 30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.
  - 30.2.4 the Bidder obtaining the consent or approval of any third party; or
  - 30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 30.3 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).
- 30.4 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.

### **31. CLARIFICATION OF BIDS**

- 31.1 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 held 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.
- 31.2 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.

### **32. DISCUSSION WITH BIDDERS**

- 32.1 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.

- 32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
  - 32.4.1 conduct a site visit, if applicable.
  - 32.4.2 provide references or additional information; and/or
  - 32.4.3 make themselves available for panel interviews.

### **33. SUCCESSFUL BIDS**

- 33.1 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.
- 33.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 33.3 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.

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

- 34.1 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.
- 34.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

### **35. BIDDER WARRANTIES**

- 35.1 By submitting a Bid, a Bidder warrants that:
  - 35.1.1 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;

- 35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 35.1.3 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;
- 35.1.4 it accepts and will comply with the terms set out in this RFP; and
- 35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

### **36. DBSA'S RIGHTS**

- 36.1 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:
  - 36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.
  - 36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
  - 36.1.3 vary or extend any time or date specified in this RFP
  - 36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.
  - 36.1.5 require additional information or clarification from any Bidder or any other person;
  - 36.1.6 provide additional information or clarification.
  - 36.1.7 negotiate with any one or more Bidder;
  - 36.1.8 call for new Bid.
  - 36.1.9 reject any Bid received after the Closing Time; or
  - 36.1.10 reject any Bid that does not comply with the requirements of this RFP.

### **37. GOVERNING LAWS**

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

## **TERMS OF REFERENCE (TOR)**

**APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT AN INDEPENDENT REVIEW AND RECOMMENDATIONS ON THE APPROPRIATE STRATEGY, MANDATES AND INSTITUTIONAL FORM FOR THE INDEPENDENT POWER PRODUCER OFFICE (IPP OFFICE) IN THE FUTURE ENERGY SECTOR AND SUPPORT THE PREPARATION AND IMPLEMENTATION OF TRANSITIONAL REQUIREMENTS**

## 1. PURPOSE

To appoint a Service Provider for a period of two (2) years to develop and recommend the appropriate strategy, mandates and institutional form for the Independent Power Producer Office (IPP Office) in the future energy sector and support the IPP Office in the preparation of supporting documents and implementation of transitional requirements.

## 2. BACKGROUND

South Africa's power generation landscape has changed dramatically as government progresses reforms in the Electricity Supply Industry towards the development of a competitive wholesale electricity market initially envisaged in the 1998 White Paper.

The first step towards this transformation started with the creation of an enabling environment for private sector participation under the Electricity Regulation Act (Act 4 of 2006) (ERA), and the introduction of Independent Power Producers (IPPs) through the launch of government's Independent Power Producer Procurement Programme (IPPPP) in 2011.

The IPP Office was established in 2010 in terms of a Memorandum of Agreement (MoA) between the Department of Electricity and Energy, National Treasury and the Development Bank of Southern Africa, to implement the Independent Power Producer Procurement Programme (IPPPP). The IPP Office is not a juristic entity and has been operating under this MoA arrangement for 15 years.

The current mandate of the IPP Office extends to specialised services to government in respect of:

- Energy Procurement Management; and
- Monitoring, Evaluation and Contract Management of the Implementation Agreements (IAs) arising from the procurement.

Its current mandate is derived from Ministerial Determinations issued in line with the ERA and New Generation Capacity Regulations (NewGenRegs) and informed by the country's Integrated Resource Plan (IRP), which is updated from time to time.

The IPP Office skills, expertise and success in mobilizing and delivering on time are recognized domestically and globally. It has established a proven service delivery model premised on an infrastructure procurement and contract management service to Government, at arm's length, and has principally been self-funded. It offers a ready-made service, with tried and tested and transparent and ethical systems and processes trusted by investors, which government can deploy without the cost and delays of replication. Through the IPP Office, over R300 billion investment has been attracted from the private sector into energy infrastructure.

The MoA commits the parties to facilitating the necessary feasibility studies and institutional options analysis to support the establishment of the IPP Office as a separate juristic entity. An extensive independent Institutionalisation Investigation was conducted from 2018 to 2021, through which several institutional options were analysed, and a Draft Business Case and Establishment Legislation developed based on a recommended option at the time. This process was, however, not concluded due to recognition at the time that the institutionalisation of the IPP Office cannot be addressed in isolation and must be considered within the context of government's policy objectives and the broader alignment of institutions in the energy sector and the economy as a whole.

Since then, several developments have culminated into an opportune moment to review and recommend options for the future role and form of the IPP Office in the Electricity Supply Industry (ESI).

An initial step taken by government to open competition in the market was the amendment of Schedule 2 of the Electricity Regulation Act (ERA) that provides the framework for exempting certain electricity generation activities from licensing requirements. Most recently, the Electricity Regulation Amendment Act (ERAA) was signed into law by the President on 16 August 2024 and came into operation on 1 January 2025. The enactment of ERAA is an important gear to shift the energy sector from Eskom's historically vertically integrated monopoly

to the establishment of the Independent Transmission System Operator (TSO) and the introduction of an open-market platform that enables the competitive trading of electricity.

The establishment of the National Transmission Company South Africa (NTCSA), as a wholly owned subsidiary of Eskom was another significant shift. The NTCSA is preparing for its transformation into a fully independent TSO, separated from Eskom Holdings, and accountable directly to the state.

With these developments in mind, there is recognition that the Centre of Excellence energy infrastructure procurement, contract management and advisory capacity established in the IPP Office must be retained in the future energy market, and that its mandates could potentially broaden. The purpose of this assignment will be to review and opine the most appropriate future strategy, mandates and institutional option for the IPP Office given the developments in the energy sector and government's intended objectives for the Electricity Supply Industry (ESI) in the long-term as envisioned in the ERAA. Furthermore, the Service Provider will support the Department and IPP Office in the preparation and finalisation of supporting documents, including an Implementation and Transition Plan, Business Case and Establishment Legislation, as may be relevant, as well as transitional support that may arise from government decisions in this regard.

### 3. SCOPE OF WORK

Based on anticipated reforms in the energy market over the medium-to-long-term, the Service Provider will develop and recommend a strategy and possible mandates for the IPP Office in the future energy market, as well as an appropriate, realistic, and economical institutional option that will ensure that the IPP Office:

- Is appropriately positioned within the evolving market structure to implement mandates that further the intended objectives of government for the ESI as envisioned in the ERAA;
- Retains the independent commercial model of the IPP Office;
- Ensures that the IPP Office is self-sufficient and retains a cost recovery model. In particular it must retain:
  - the ability to generate funds from its activities;
  - the ability to retain, manage and account for funds that go to the IPP Office; and
  - its relationship with Government where (i) the IPP Office requires funds for its operation and (ii) financial support when required to enhance the bankability of the IPP projects.
- Retains a shareholder relationship with the Mandate Holder (Department of Electricity and Energy);
- Ensures that the operational model into which the IPP Office is institutionalised is appropriate (i.e. fit for purpose); and
- Retains the market confidence that the IPP Office has with the private sector (both locally and internationally).

The Service Provider will be required to consult all relevant and applicable national development plans, policies and legislation (including as relevant to corporate law and governance as applicable to the public sector and companies in general) as well as available documentation prepared in consideration of institutionalisation options, since 2010. In addition, the Service Provider will be required to consult with the DEE, NT, DBSA and the IPP Office and any other stakeholders as may be identified throughout the review. The IPP Office will facilitate introductions and consultations as required.

On approval by the Department of the recommended strategy, mandate and institutional option, the Service Provider will then draft and present a detailed Business Case following prescripts of applicable law and best practice. The Business Case shall include, but not necessarily be limited to:

- A strategic assessment of proposed mandates, services, functions and objects of the entity, and comparison with other institutionalisation options considered;

- A feasibility assessment of the institutional option, considering financial viability, value for money, affordability and revenue
- Recommended proposed mandate, governance structure, legal form, and financing model
- Recommended financial governance and audit mechanisms
- Recommended Institutional Framework, including the operational business delivery model, organisational structure and governance model, defining roles/responsibilities of the Board, Executive, and public stakeholders and proposing safeguards for transparency, autonomy, and accountability;
- Recommended medium-term strategy and minimum performance indicators of the proposed entity; and
- Recommended Human Resources management framework, capacity development plan and change management framework.

Furthermore, the Service Provider will prepare all founding documents (Memorandum of Incorporation, Shareholders Agreement and Draft Establishment Legislation – if applicable), as well as an Implementation and Transition plan which will include, inter alia, legal, HR, operational, and risk issues and mitigation plans, as well as a communications and stakeholder engagement strategy and change management plan. The Service Provider will then also support the IPP Office in the roll-out of the Implementation and Transition Plan, including, but not limited to supporting the development of relevant operational frameworks, policies and procedures.

***The Service Provider will finalise the opinion on the recommended strategy, mandates and institutionalisation option, within two (2) months after the signing of the Agreement. The Service Provider will then deliver the Draft Business Case, draft Founding Documents and an Implementation and Transition Plan within 4 months after the approval of the preferred institutional option. The Service Provider will further support the IPP Office in implementing the proposed Implementation and Transition Plan over the remaining period of 18 months.***

#### 4. EXPECTED DELIVERABLES

<b><i>Deliverable</i></b>	<b><i>Anticipated Timeline</i></b>
<b><i>Inception Report</i></b>	Within 14 Days of signing of Agreement
<b><i>Draft recommended strategy, mandates and Institutional Option</i></b> , including: <ul style="list-style-type: none"> <li>• Strategic Scenarios and options for the future mandate of the IPP Office</li> <li>• Feasibility assessment of the recommended institutional option, considering legal form, mandates, financial viability, value for money, affordability and revenue</li> <li>• Financial Governance, PFMA requirements and audit mechanisms</li> <li>• Proposed safeguards for transparency, autonomy, and accountability</li> </ul>	Within 2 months of signing of Agreement
<b><i>Draft Business Case</i></b> , including, but not limited to: <ul style="list-style-type: none"> <li>• Draft Financial Sustainability Model</li> <li>• Recommended Governance &amp; Institutional Framework defining roles/responsibilities of the Board, Executive, and public stakeholders;</li> </ul>	Within 4 months after approval of recommended option

<b><i>Deliverable</i></b>	<b><i>Anticipated Timeline</i></b>
<ul style="list-style-type: none"> <li>Operational business delivery model;</li> <li>Organisational structure</li> <li>Draft medium-term strategy and minimum performance indicators of the proposed entity; and</li> <li>Recommended Human Resources management framework, including a capacity development plan and change management framework.</li> </ul> <p><b><i>Draft Founding Documents; and</i></b></p> <p><b><i>Implementation and Transition Plan</i></b></p>	
<p>Support to IPP Office in respect of Implementation and Transition Plan informed by the approved Option, which could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>Advice on the establishment of the Governance Structures, Risk Management Framework and Operational Model.</li> <li>Advice on organisational strategic and performance plans</li> <li>Advice on best practice operational policies, procedures and systems to adopt</li> <li>Advice on best practice change management approaches and facilitation of change management activities where required</li> <li>Advice on and support the implementation of a Human Resource Strategy and transition plan</li> </ul>	For a further period of eighteen (18) months

## 5. SKILLS REQUIRED

The Service Provider shall propose a multidisciplinary approach combining strategic business development, legal, regulatory, technical, financial, governance and organisational design expertise. The following skills are required within the proposed team:

1. **A Team Leader** with a minimum of 15 years' relevant experience and knowledge of strategic business development and turnaround strategies in public or private institutions in the energy sector. Sound knowledge of the energy implementation environment and understanding of the role of various energy entities is required.
2. **Legal & Regulatory Experts** with a minimum of 8 years' experience and knowledge of, amongst others, South African company and administrative law, Public Finance Management Act (PFMA) requirements,

Electricity Regulation Amendment Act (ERAA) and regulatory compliance in energy markets; Legal structuring of state-owned or hybrid entities and constitutional and procurement law.

3. **Institutional Design & Governance Experts**, with at least 8 years' experience and knowledge of organisational design principles, establishment of companies or entities, Board design and oversight mechanisms, and business delivery models;
4. **Finance and Audit Experts** with at least 8 years' experience and knowledge of financial sustainability modelling and financing mechanisms;
5. **Human Capital & Organizational Development** with at least 8 years' experience and knowledge of talent management and capacity building, organisational design for public entities, Public Service Administration requirements, benchmarking, and developing Human Capital Strategies and policy frameworks.

## 6. FUNCTIONAL CRITERIA

Functional Criteria	Evidence to be provided	WEIGHTING/SCORE
Company or Consortium Track Record and Experience	<p>Experience in and sound knowledge of institutional and organisational strategy development, business turnaround and restructuring in public entities and private companies. A sound understanding of the energy sector in South Africa and role and mandates of various entities in this space is beneficial.</p> <p>Four (4) references to be provided evidencing experience of institutional and organisational strategy development, business turnaround and/or restructuring in public entities and private companies.</p> <p>The reference letters must contain the following: be on the client letterhead and contain client contact details, state the assignment, state the period of assignment (start and end date), and signed by the client.</p>	<p><b>Total = 40 points</b></p> <p>Reference letters submitted</p> <ul style="list-style-type: none"> <li>• 0 to 3 letters from clients = 0 points</li> <li>• 4 or more letters from clients = 40 points.</li> </ul>
Experience of the key personnel in providing advice to public and/or private sector on establishing and managing public and private entities; institutional and organisational design, strategy management; advising public and private entities on compliance in respect of the Public Finance Management Act (PFMA), financial modelling and establishing human capital frameworks	<p>Bidder to submit CVs illustrating experience and specific examples where the team leader and team members have conducted assignments similar to the scope of work</p> <p><b>(Failure to submit a response in relation to the key personnel and demonstrating minimum experience requirements will result in the bid submission not being responsive and a disqualification).</b></p> <p>1. <b>Proposed team leader</b> with a minimum of 15 years' relevant experience and knowledge of strategic business development and turnaround strategies in the energy sector. CV must demonstrate sound knowledge of the energy implementation environment and examples of previous assignments similar to the scope of work.</p> <p>2. <b>Proposed multidisciplinary team</b>, each proposed team member with a minimum of 5 years' experience, and examples of previous assignments in the following specialist fields:</p> <p><b>2.1 Legal &amp; Regulatory Experts</b> with a minimum of 5 years' experience and knowledge of, amongst others, South African company and administrative law, Public Finance Management Act (PFMA) requirements, Electricity Regulation Amendment Act (ERAA) and regulatory compliance in energy markets; Legal structuring of state-owned or hybrid entities and constitutional and procurement law.</p> <p><b>2.2 Institutional Design &amp; Governance Experts</b>, with at least 5 years' experience and knowledge of organisational design principles, establishment of companies or entities, Board design and oversight mechanisms, and business delivery models;</p> <p><b>2.3 Finance and Audit Experts</b> with at least 5 years' experience and knowledge of financial sustainability modelling and financing mechanisms;</p>	<p><b>Total = 30 points</b></p> <p>Team Leader:</p> <ul style="list-style-type: none"> <li>• No Team Leader indicated or less than 15 years' experience = Disqualification</li> <li>• 15 or more years of experience = 10 points.</li> </ul> <p><b>Team Members Experience:</b></p> <p>Legal &amp; Regulatory Experts</p> <ul style="list-style-type: none"> <li>• No Legal &amp; Regulatory Experts indicated or less than 5 Years experience= Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p>Institutional Design &amp; Governance Experts</p> <ul style="list-style-type: none"> <li>• No Institutional Design and Governance Experts indicated or or less than 5 years' experience = Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p>Finance and Audit Experts</p> <ul style="list-style-type: none"> <li>• No Finance and Audit Experts indicated or less than 8 years' experience = Disqualification</li> <li>• Less than 5 Years or no such expertise submitted = 0</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul> <p>Human Capital &amp; Organizational Development</p>

Functional Criteria	Evidence to be provided	WEIGHTING/SCORE
	<p><b>2.4 Human Capital &amp; Organizational Development</b> with at least 5 years' experience and knowledge of talent management and capacity building, organisational design for public entities, Public Service Administration requirements, benchmarking, and developing Human Capital Strategies and policy frameworks.</p>	<ul style="list-style-type: none"> <li>• No Finance and Audit Experts indicated or less than 5 years' experience = Disqualification</li> <li>• 5 Years or more of experience = 5 Points.</li> </ul>
<p><b>Demonstrated Understanding of the Assignment and proposed Methodology</b></p> <p>Assessment of Bidder's Approach Proposal on the basis of:</p> <ul style="list-style-type: none"> <li>• Confirmation of Resource allocation and utilisation</li> <li>• Bidders' demonstrated understanding of the TOR, scope, expected deliverables, institutionalisation context, applicable legislation (ERAA, PFMA, NewGenRegs), and the operational realities of the future energy market.</li> <li>• Assessment of the quality, soundness, completeness, and feasibility of the proposed approach to execute each component of the scope, including analytical approaches, stakeholder engagement, risk mitigation, and alignment to public-sector best practice.</li> </ul>	<p><b>Bidder to submit a Proposal of no more than 20 pages covering all of the five (5) following headings:</b></p> <p>6. <b>Introduction of Company /Consortia</b> and justification of relevant knowledge and expertise to undertake this assignment,</p> <p>7. <b>Organogram / structure for the proposed team</b> clearly indicating roles and responsibilities</p> <p>8. <b>Understanding of the Scope of Work</b> – this includes an outline of the bidders' understanding of the assignment and factors impacting the assignment. Bidders' response must cover all the following three (3) aspects:</p> <ul style="list-style-type: none"> <li>d) understanding of the energy implementation environment,</li> <li>e) legislative or regulatory environment, and</li> <li>f) operational realities of the future energy market.</li> </ul> <p>9. <b>Proposed approach</b> – outlining a comprehensive and tailored proposed approach, relevant to the Scope of Work, to execute each component of the scope. Bidder's approach must include a response on <u>all</u> the following four (4) aspects:</p> <ul style="list-style-type: none"> <li>e) analytical approaches,</li> <li>f) stakeholder engagement considerations;</li> <li>g) risk mitigation, and</li> <li>h) alignment to public-sector best practice</li> </ul> <p>10. <b>Project Plan</b> indicating the indicative deliverables and milestones.</p>	<p><b>Total = 30 points</b></p> <p><b>2.Introduction of Company / Consortium provided in Proposal:</b></p> <p>Provided = Six (6) points Not provided = 0</p> <p><b>2.Organogram / structure of team provided in Proposal:</b></p> <p>Provided = Six (6) points Not provided = 0</p> <p><b>3.Understanding of the Scope of Work</b></p> <p>Addresses all three (3) listed aspects = Six (6) points Addresses 1 – 2 listed aspects = Three (3) points Does not address any of the listed aspects = 0 points</p> <p><b>4.Comprehensive and tailored proposed approach</b></p> <p>Addresses all four (4) listed aspects = Six (6) points Addresses 1 – 3 listed aspects = Three (3) points Does not address any of the listed aspects = 0 points</p> <p><b>5.Project Plan</b></p> <p>Project Plan outlines deliverables and milestones as recommended in Bidders' approach = Six (6) points</p> <p>No Project Plan provided or Project Plan does not indicate deliverables and milestones = 0</p>
		<p>Threshold 70 out of the total of 100.</p>

Only proposals that meet the minimum threshold of 70 out of the total of 100 will proceed to the next part of the evaluation.

## 7. CONDITIONS OF AWARD

The following award conditions are applicable:

**"THE SUPPLIER SHALL MAINTAIN PROFESSIONAL INDEMNITY INSURANCE AT A LEVEL THAT IS CONSISTENT WITH SERVICES OF THIS NATURE AND SCALE, AND IN ANY EVENT AT A LEVEL SUFFICIENT TO MEET ANY SINGLE CLAIM ARISING FROM THIS CONTRACT. EVIDENCE OF SUCH INSURANCE SHALL BE PROVIDED PRIOR TO CONTRACT COMMENCEMENT."**

- The **preferred bidder** will be required to enter into a services agreement with the IDBSA, on behalf of the IPP Office, on such terms as will be specified at the contracting stage, which will include the IPPO/DBSA standard terms for similar agreements.
- The preferred bidder will report to the indicated representative of the IPPO and may, from time to time, be required to present and submit progress reports within stipulated timeframes. The bidder will be expected to confirm professional indemnity cover for the active duration of the assignment.
- The services agreement will provide for the process to be followed for the approval and payment of invoices, and the approval or adoption of deliverables, which will be based on the IPPO's management of payment and approval processes for similar services.
- The professionals allocated by the bidder to the assignment shall remain on the assignment unless permission is granted in writing by the IPPO to change dedicated professionals. Such permission will only be granted in exceptional circumstances.
- Intellectual property developed as a consequence of the preferred work on the assignment will vest in the IPPO.

## 8. PRICING SCHEDULE AND PAYMENT MILESTONE

The pricing offer will be binding upon acceptance by the IPPO/DBSA. Nonetheless, the IPPO/DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

**BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the bidder is required to propose pricing on a lump sum basis, broken down by stages (activities) using the Table below. The pricing per stage may be split per deliverable in that stage.

The IPP Office reserves the right to approve an adjustment of maximum budget allocations between stages, based on a motivation and adjusted project plan from the Preferred Service Provider.

The price offer should be all-inclusive of disbursements .

<b>Deliverable</b>	<b>Anticipated Timeline</b>	<b>Allowable maximum allocation of total budget per phase</b>	<b>Total cost</b>
<b>Inception Report</b>	Within 14 Days of signing of Agreement	5%	
<b>Draft recommended strategy, mandates and Institutional Option,</b> including, but not limited to: <ul style="list-style-type: none"> <li>• Strategic Scenarios and options for the future mandate of the IPP Office</li> <li>• Feasibility assessment of the recommended institutional option, considering legal form, mandates, financial viability, value for money, affordability and revenue</li> <li>• Financial Governance, PFMA requirements and audit mechanisms</li> <li>• Proposed safeguards for transparency, autonomy, and accountability</li> </ul>	Within 2 months of signing of Agreement	20%	
<b>Draft Business Case,</b> including: <ul style="list-style-type: none"> <li>• Draft Financial Sustainability Model</li> <li>• Recommended Governance &amp; Institutional Framework defining roles/responsibilities of the Board, Executive, and public stakeholders;</li> <li>• Operational business delivery model;</li> <li>• Organisational structure</li> <li>• Draft medium-term strategy and minimum performance indicators of the proposed entity; and</li> <li>• Recommended Human Resources</li> </ul>	Within 4 months after approval of recommended option	30%	

<b>Deliverable</b>	<b>Anticipated Timeline</b>	<b>Allowable maximum allocation of total budget per phase</b>	<b>Total cost</b>
<p>management framework, including a capacity development plan and change management framework.</p> <p><b>Draft Founding Documents; and</b></p> <p><b>Implementation and Transition Plan</b></p>			
<p>Support to IPP Office in respect of Implementation and Transition Plan informed by the approved Option, which could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Advice on the establishment of the Governance Structures, Risk Management Framework and Operational Model.</li> <li>• Advice on organisational strategic and performance plans</li> <li>• Advice on best practice operational policies, procedures and systems to adopt</li> <li>• Advice on best practice change management approaches and facilitation of change management activities where required</li> <li>• Advice on and support the implementation of a Human Resource Strategy and transition plan</li> </ul>	<p>For a further period of eighteen (18) months During this period, the IPP Office shall instruct the Service Provider on the activities to be supported based on the approved Implementation and Transition Plan, and an agreed Project Plan</p> <p>Service Provider shall be reimbursed on completion of each instructed deliverable during this Phase</p>	40%	
Disbursements		5%	

## 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:

**RFP033/2026 APPOINTMENT OF SERVICE PROVIDERS TO CONDUCT AN INDEPENDENT REVIEW AND RECOMMENDATIONS ON THE APPROPRIATE STRATEGY, MANDATES AND INSTITUTIONAL FORM FOR THE INDEPENDENT POWER PRODUCER OFFICE (IPP OFFICE) IN THE FUTURE ENERGY SECTOR AND SUPPORT THE PREPARATION AND IMPLEMENTATION OF TRANSITIONAL REQUIREMENTS**

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 A

### Price proposal

**(Note: This page must be separated from the pre-qualifying and functional proposal. Failure to separate this, will lead to disqualification of the bid)**

The pricing offer will be binding upon acceptance by the IPPO/DBSA. Nonetheless, the IPPO/DBSA reserves the right to negotiate the pricing offer with the preferred bidder.

Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

**BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.**

This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the bidder is required to propose pricing on a lump sum basis, broken down by stages (activities) using the Table below. The pricing per stage may be split per deliverable in that stage.

The IPP Office reserves the right to approve an adjustment of maximum budget allocations between stages, based on a motivation and adjusted project plan from the Preferred Service Provider.

The price offer should be all-inclusive of disbursements .

<i>Deliverable</i>	<i>Anticipated Timeline</i>	<i>Allowable maximum allocation of total budget per phase</i>	<i>Total cost</i>
<b><i>Inception Report</i></b>	Within 14 Days of signing of Agreement	5%	
<b><i>Draft recommended strategy, mandates and Institutional Option,</i></b> including, but not limited to: <ul style="list-style-type: none"> <li>• Strategic Scenarios and options for the future mandate of the IPP Office</li> <li>• Feasibility assessment of the recommended institutional option, considering legal form, mandates, financial viability, value for money, affordability and revenue</li> <li>• Financial Governance, PFMA requirements and audit mechanisms</li> </ul>	Within 2 months of signing of Agreement	20%	

<b>Deliverable</b>	<b>Anticipated Timeline</b>	<b>Allowable maximum allocation of total budget per phase</b>	<b>Total cost</b>
<ul style="list-style-type: none"> <li>Proposed safeguards for transparency, autonomy, and accountability</li> </ul>			
<p><b>Draft Business Case</b>, including:</p> <ul style="list-style-type: none"> <li>Draft Financial Sustainability Model</li> <li>Recommended Governance &amp; Institutional Framework defining roles/responsibilities of the Board, Executive, and public stakeholders;</li> <li>Operational business delivery model;</li> <li>Organisational structure</li> <li>Draft medium-term strategy and minimum performance indicators of the proposed entity; and</li> <li>Recommended Human Resources management framework, including a capacity development plan and change management framework.</li> </ul> <p><b>Draft Founding Documents; and</b></p> <p><b>Implementation and Transition Plan</b></p>	<p>Within 4 months after approval of recommended option</p>	30%	
<p>Support to IPP Office in respect of Implementation and Transition Plan informed by the approved Option, which could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>Advice on the establishment of the</li> </ul>	<p>For a further period of eighteen (18) months During this period, the IPP Office shall instruct the Service Provider on the activities to be supported based on the approved</p>	40%	

<b><i>Deliverable</i></b>	<b><i>Anticipated Timeline</i></b>	<b><i>Allowable maximum allocation of total budget per phase</i></b>	<b><i>Total cost</i></b>
<p>Governance Structures, Risk Management Framework and Operational Model.</p> <ul style="list-style-type: none"> <li>• Advice on organisational strategic and performance plans</li> <li>• Advice on best practice operational policies, procedures and systems to adopt</li> <li>• Advice on best practice change management approaches and facilitation of change management activities where required</li> <li>• Advice on and support the implementation of a Human Resource Strategy and transition plan</li> </ul>	<p>Implementation and Transition Plan, and an agreed Project Plan</p> <p>Service Provider shall be reimbursed on completion of each instructed deliverable during this Phase</p>		
Disbursements		5%	

## BIDDER’S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

**SBD 4**

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and  
(b) Specific Goals (namely, BBBEE status level of contributor).

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS (BBBEE)</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety

- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:**.....

**ADDRESS:**.....  
.....  
.....  
.....

## 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 F**

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

**Annexure G**

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

## Annexure H

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

**Annexure I**

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

**Annexure J**

**[General Conditions of Contract]**

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

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

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

<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