

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP146/2026
COMPULSORY BRIEFING SESSION DETAILS:	Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session. 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 Link - RFP146.2026 Link: 01 September 2026 @09H00 AM (Johannesburg time)
CLOSING DATE:	14 September 2026
CLOSING TIME:	23H55 (Midnight)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	The tender offer validity period is 120 calendar days from the closing time for submission of Tenders. Tenderers non-acceptance of subsequent validity extensions will result in tenderers exclusion from process, whilst the process will continue to conclude
DESCRIPTION OF BID:	Procurement of Legal Transaction Advisor to support the “Independent Power Producers’ Office” (IPP Office) for the Gas Independent Power Producers Procurement Programme (GAS IPPPP) Bid Windows 2
BID DOCUMENTS ELECTRONIC SUBMISSION:	1. ELECTRONIC SUBMISSIONS <u>INSTRUCTIONS:</u> ➤ Bidders are required to submit written requests for clarification via e-mail to 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 09 September 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 14/09/2026 is before 23:55. No physical bids will be received or accepted at the DBSA offices
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

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**PART A
INVITATION TO BID**

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

BID NUMBER: RFP146/2026

DESCRIPTION: Procurement of Legal Transaction Advisor to support the “Independent Power Producers’ Office” (IPP Office) for the Gas Independent Power Producers Procurement Programme (GAS IPPPP) Bid Windows 2

COMPULSORY BRIEFING: 01 September 2026 - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

Time: 09H00 AM Johannesburg time (Microsoft Teams)

[Compulsory Briefing Session Link - RFP146.2026](#)

Closing time for the OneDrive Link submissions - 23h55 on the 14 September 2026 (Telkom Time)

CLOSING DATE: 14 September 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.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]			
1..1.3	SIGNATURE OF BIDDER				
1..1.4	DATE				
1..1.5	FULL NAME OF AUTHORISED REPRESENTATIVE				
1..1.6	CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
IF YES, WHO ISSUED THE CERTIFICATE?					
REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]		YES		NO	
CSD REGISTRATION NUMBER					
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)
- 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.

2. TAX COMPLIANCE REQUIREMENTS

- 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PART C

CHECKLIST OF 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

☐	☐	One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission
☐	☐	Part A: Invitation to Bid
☐	☐	Part B: Terms and Conditions of Bidding
☐	☐	Part C: Checklist of Compulsory Returnable Schedules and Documents
☐	☐	Part D: Conditions of Tendering and Undertakings by Bidders
☐	☐	Part E: Specifications/Terms of Reference and Project Brief
☐	☐	Annexure A: Price Proposal Requirement
☐	☐	Annexure B: SBD4 Declaration of Interest
☐	☐	Annexure C: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure F: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure G: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure H: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	Annexure I: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria.
☐	☐	Annexure J: General Condition of Contract



Annexure K: CSD Tax Compliance Status and Registration Requirements Report

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

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: vusiscm@dbsa.org

No questions will be answered telephonically

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **01st September 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 Link - RFP146.2026](#)

Link: 01 September 2026 @09H00 AM (Johannesburg time) Time: 09H00 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: **09 September 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
- 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)
- 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
3	All Bidders must provide the following for the Team Leader (where admitted as an attorney in South Africa) and each team member that is admitted as an attorney in South Africa: i. copy of a certificate of registration and Good Standing with the Legal Practice Council (“LPC”); and ii. copy of admission certificate as an Attorney. Where a proposed team member is admitted to practise law in a foreign jurisdiction, such team member must provide evidence of admission in the relevant foreign jurisdiction, where applicable. If the bidder is an unincorporated partnership, the bidder must also provide a partnership letter from the firm confirming the details of the partnership and a resolution confirming authorisation of bid.	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

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 Functional Evaluation 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**

Only bidders who obtain a minimum score of 70 out of 100 points during the functional evaluation will proceed to the Price and Preference Points evaluation stage. The functional evaluation will be based on the criteria below.

Eligibility Criteria	Evidence to be provided	WEIGHTING/SCORE
1. Team Leader Capacity and experience Demonstrate proven experience in providing legal advice on gas-to-power and/or gas-fired power generation projects that have proceeded to market and successfully reached financial close	CV template with project list (Appendix A). Summary and details in Appendix A for the Team Leader must include at least two (2) projects, including: (i). description of matter; (ii). period of involvement; (iii). responsibility; and (iv). key deliverables.	25% Scoring scale: • 1 or less Projects = 0% • 2 Projects = 10% • 3 Projects = 15% • 4 Projects = 25%
2. Team member Capacity and experience in: • gas-to-power and/or gas-fired power generation projects; and/or • Infrastructure projects, that have proceeded to market and successfully reached financial close	CV template with project list (Appendix A). Summary and details in Appendix A for at least 2 supporting team member must include at least one (1) relevant project, including: (i). description of matter; (ii). period of involvement; (iii). responsibility; and (iv). key deliverables.	15% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Projects = 15%

3. The team must demonstrate a proven experience in procurement policies, laws and regulations in South Africa. As well as proven understanding and experience of designing procurement documentation (RFPs) for large energy and/or infrastructure programmes	CV template with project list (Appendix A). Summary and details in Appendix A for at least one (1) relevant project where the team member and or Team leader provided the advice including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables.	25% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Projects = 15% • 4 Projects = 25%
4. Proven understanding and experience in specifically gas power generation projects and/or designing bankable Project Agreements (including PPAs) for large energy projects	CV template with project list (Appendix A). Summary and details in Appendix A for at least one (1) relevant project where the team member and or Team leader provided the advice including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables.	20% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Project = 15% • 4 Projects = 20%
5. Reference letters supporting the project/s relevant to assignments listed in Appendix A (Project list).	Provide reference letters for projects included under Appendix A. A minimum of 2 compliant Reference letters must be provided relating to the projects in Appendix A. The reference letter must: • Be on the client's letterhead; • Be signed by an authorised representative; • Contain contact details; • Confirm the scope of services	15% Scoring scale: • 1 or less reference letters = 0% • 2 reference letters = 5% • 3 reference letters = 10% • 4 reference letters = 15%

	rendered; • Confirm the team member's role; and Confirm satisfactory performance of the services	
Total		100%

Only proposals that meet the threshold of **70%** will proceed to the next part which is the evaluation on price and preference point basis.

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)

Procurement of Legal Transaction Advisor to support the “Independent Power Producers’ Office” (IPP Office) for the Gas Independent Power Producers Procurement Programme (GAS IPPPP) Bid Windows 2 RFP development (including the Optimisation RFP and Final RFP), Evaluation and Financial Close phases, plus a mandate to represent and support the IPP Office in relation to disputes, claims and related proceedings including administrative proceedings and reviews arising from GAS IPPPP Bid Window 2, including authority to brief counsel where required.

1. INTRODUCTION

The IPPO is mandated to undertake the procurement of energy on behalf of the Department of Electricity and Energy (the Department). As such, it is the IPPO's responsibility to prepare procurement documentation and administer the procurement processes to ultimately select and appoint Preferred Bidders. These Bidders (independent power producers (IPP)) are responsible to design, finance, construct, commission, operate and maintain power generation facilities providing much needed power to the South African grid.

2. BACKGROUND

- 2.1 In order to meet the requirement to procure a total of 3 000 MW of new generation electricity capacity as set out in the Determination published by the then Minister of Mineral Resource and Energy in 2020, the Department released an RFP to the market in December 2023 for the procurement of 2000MW under Bid Window 1 of the Gas Independent Power Producer Programme (GAS IPPPP). The IPP Office intends to launch Bid Window 2 (BW2) under the GAS IPPPP to procure a total of 1 000 MW as the balance of the Determination.
- 2.2 In view of the above, there is a requirement to appoint a Legal Transaction Advisor to:
 - Draft the GAS IPPPP BW2 Request for Proposal (RFP) or RFPs as the case may be under the guidance and management of the IPP Office inclusive of all associated agreements such as the Power Purchase Agreement (PPA) entered into with the Buyer, the Implementation Agreement (IA) entered into with the Department, the Direct Agreements and the Independent Engineer Agreement;
 - Support with the drafting and responding via briefing notes to bid clarification questions from the prospective bidders for BW2;
 - The Evaluation of the Bid Responses submitted for BW 2; and
 - Provide support with respect to all activities associated with Commercial and Financial Close for BW2.
- 2.3 The procurement approach for GAS IPPPP Bid Window 2 will include a two-stage Request for Proposals (RFP) process consisting of:
 - an initial Optimisation RFP issued for market engagement and optimisation of the procurement documentation; and

- a subsequent Optimised RFP issued for competitive bidding.
- 2.4 The Optimisation Process will enable the Department to obtain market feedback on the commercial structure, project documentation and procurement design prior to issuing the final RFP.
- 2.5 The team of Transaction Advisors will consist of:
- Legal Advisors;
 - Economic Advisors;
 - Financial Advisors;
 - Technical Advisors; and
 - Governance experts.

The GAS IPPPP BW2 is anticipating the establishment of Liquefied Natural Gas (LNG) importation & regasification infrastructure and gas supply pipelines in the Port of Ngqura (Eastern Cape, South Africa) by the State, with the 1000MW power generation facility forming part of gas off-take anchors for such infrastructure. The power generation facility is to be established by an IPP and to be located in close proximity to the gas infrastructure established by the State.

- 2.4 The basic criteria for the formulation of the GAS IPPPP BW2 RFP will be guided by the following:
- A concept note or concept notes prepared by the Department that may require further input from the team of Transaction Advisors including the Legal Transaction Advisor as part of the process to get sign off from all key stakeholders;
 - The procurement of new gas fired generation capacity in line with the requirements of the Integrated Resource Plan 2025 ("IRP 2025") and the requirements of the System Operator for balancing of the system and delivery of capacity and energy.
 - The procurement of gas fired generation capacity will be required to align and interface with State provided LNG importation and regasification infrastructure and gas supply pipeline network as well as consideration of the impact and timing of the establishment of grid infrastructure needed to evacuate the electricity and provide ancillary services from power generation facility procured in BW2 of the GAS IPPPP;
 - To achieve a Commercial Operations Date (COD) as close as possible having regard to the need for gas fired power generation as articulated in IRP 2025;
 - To procure the capacity on a least cost basis at the most competitive and affordable

price, and least regret basis and should not worsen NTCSA's (the Buyer) financial position or unduly increase government's contingent liability;

- To support the transition to cleaner energy sources;
- To support the just energy transition and socio-economic transformation agenda of Government, create opportunities for black industrialists and support the development of black independent power producers; and
- To facilitate investments in the energy sector, support economic growth, increase job opportunities and support local manufacturing opportunities.

2.5 As in all previous IPP Programmes, the evaluation of bids will be undertaken by an external, independent team of experts representing all required disciplines with a governance expert overseeing and monitoring the evaluation process and procedures. As part of this ToR, the appointed Legal Transaction Advisor will undertake evaluation as part of a team of multi-disciplinary, independent evaluators that will undertake the Evaluation of Bids, appointment of Preferred Bidders and all Financial Close activities associated with the GAS IPPPP in response to the Request for Proposals (RFPs) issued.

2.6 The basis for the evaluation will be the RFP, the Evaluation Manual and accompanying Evaluation Templates as prepared by the Department.

In managing potential conflict of interest and also in lieu of the potential high number of bid responses Transactional Advisors will have to declare or manage potential conflict of interest.

The Transaction Advisors are required for the following functions:

- Design and development of the Gas IPPPP RFP and all relevant agreements;
- Evaluation of Bid Responses;
- Commercial and Financial Close; and
- support the IPP Office in relation to disputes, claims and related proceedings including administrative proceedings and reviews arising from GAS IPPPP Bid Window 2, including authority to brief counsel where required.

2.7 In responding to this ToR, the Transaction Advisors are required to note that a separate or distinct fee proposal should be provided for each of the respective functions. It should also be noted that a firm will be appointed for all the above-mentioned functions. Furthermore, there will be a need for the teams to collaborate on deliverables such as the final reports.

- 2.8 The Department retains the right to assign the role of coordinator and penholder to one of the teams to ensure the efficient coordination and delivery of the combined evaluation report from the legal advisory team.

3. SCOPE OF WORK

3.1 DRAFTING OF RFP FOR BW 2

Drafting the RFP for the GAS IPPPP BW 2 will be based on the Concept Note(s) to be finalised together with the Department, IPPO and key stakeholders. The key stakeholders for the GAS IPPPP BW2 will include amongst others Transnet National Ports Authority (TNPA), the Department, National Transmission Company South Africa SOC (NTCSA), Coega Development Corporation (CDC), Central Energy Fund (CEF) and Strategic Fuel Fund (SFF).

It is anticipated that the RFP will follow the approach adopted in previous prepared RFP documents and Project Agreements, following a similar document structure with similar categories of qualification and evaluation criteria adopted for the specific nature of the GAS IPPPP BW 2. In drafting the RFP, PPA IA, and other relevant project documents, the Transaction Advisors will have to ensure that drafting is done in a manner which ensures interface with and taking cognisance of agreements such as the Terminal Operators and Gas Supply Agreements to ensure a bankable set of documents.

In view of the above, there is a requirement to appoint a team of Legal Transaction Advisors to undertake the drafting, review, optimisation and finalization of the GAS IPPPP BW2 RFP, inclusion of all relevant agreements and to conduct the evaluation and financial close process for Bid Window 2 under the guidance of the IPPO.

The Legal Transaction Advisor will be required to support the IPP Office and the Department in the implementation of the procurement approach for GAS IPPPP BW2. This will include Optimisation of the RFP, including all associated project documents issued for market engagement and a subsequent Optimised and final RFP issued for competitive bidding. Below is a list of key aspects that amongst others will be required from the appointed Legal Advisors. It should be noted that the list is not exhaustive. The Scope of Work for the Advisors include amongst others:

- 3.1.1 Consideration and enhancing of the GAS IPPPP Concept Note(s) as approved by the Department and IPP Office with specific focus on the linkages to the LNG importation and regasification infrastructure to be established by the State or any other party in the respective Port, and the potential supply of the gas by the State, to ensure that the Programme and the risk allocation is bankable and can be executed within the time frames of the IRP 2025.
- 3.1.2 Prepare for and if required participate in or facilitate Stakeholder engagements (including amongst others, IPPO, NTCSA, TNPA, the Department, CDC, CEF and SFF) as part of getting final commitment and agreement to the Concept Note.
- 3.1.3 Take overall responsibility for drafting and finalising the GAS IPPPP BW2 RFP including all Project Agreements and Returnable Schedules applicable thereto, to ensure a quality final end product.
- 3.1.4 The RFP documentation should be in line with the latest market developments, aligned with the range of services required by the System Operator; and guided by the detailed risk matrix.
- 3.1.5 Draft and finalise Project Agreements ensuring a set of robust, commercially viable Project Agreements. The relevant Project Agreements which will include amongst others, the
 - Power Purchase Agreement;
 - Implementation Agreement;
 - Direct Agreement; and
 - Independent Engineer Agreement.
- 3.1.6 Review and align the Agreements related to the LNG importation and regasification infrastructure and gas supply agreement to the above-mentioned agreements.
- 3.1.7 Design and draft the legal commercial, legal land and legal environmental aspects of the RFP with the view of overall improvement and quality enhancement, implement new concepts and change requirements.
- 3.1.8 Incorporate and coordinate inputs from Technical, Financial and Economic Development Advisors to ensure a bankable programme and an RFP document of international standards, which also complies with applicable law.
- 3.1.9 Review and update the RFP schedules, project documentation and templates to ensure consistency, preventing duplication and ensure accuracy. Review of the RFP and associated project documents to ensure the procurement documentation will meet the desired procurement process outcomes and objectives.
- 3.1.10 Review the relevant Connection Agreements to ensure alignment with the project

agreements.

- 3.1.11 Producing a final RFP and pro forma Project Agreements including related Schedules and Templates taking into consideration the inputs from other Transactions Advisors, IPPO comments, Bid Adjudication Committee (“BAC”) outcome and any other comments as required.
- 3.1.12 With the lead of the IPPO RFP team, interact and engage with NTCSA on addressing and incorporating NTCSA's position in the RFP and Project Agreements.
- 3.1.13 Review existing risk matrix and make amendments to the extent that there is a change in the existing risk profile as a consequence of amendments to the Project Agreements.
- 3.1.14 Advise on the legal and commercial aspects of the GAS IPPPP as part of a broader multi- disciplinary Transaction Advisor team and in particular on the incorporation of new and approved concepts as formulated and recommended by other members of the multi- disciplinary advisory team.
- 3.1.15 Providing reports and presentations as and when required including the preparation and presentation of reports and presentations to management and key stakeholders such as the BAC as may be required.
- 3.1.16 Taking overall responsibility in the drafting and finalisation of the requested reports and presentations for purposes of BAC submission.
- 3.1.17 Development of a Value for Money Framework and assume responsibility for the value for money report.
- 3.1.18 For the period from RFP promulgation to the date of Bid Submission, in response to clarification questions received from potential Bidders, prepare responses to be communicated in the form of Briefing Notes.
- 3.1.19 Prepare and finalise the Optimisation RFP together with all supporting procurement documentation.
- 3.1.20 Provide legal advice and support throughout the preparation, facilitation, and execution of all stakeholder engagements necessary to ensure finalization of the Optimised RFP, if required.
- 3.1.21 Assist in coordinating and facilitating discussions and meetings with all key stakeholders, including, but not limited to, relevant government entities, industry participants, and regulatory bodies, to obtain their consent and resolve any issues related to the optimisation process and RFP.
- 3.1.22 Work closely with the Technical, Financial, and Economic Development Transaction Advisors to ensure that their recommendations and inputs are duly considered and incorporated into the optimised RFP suite of procurement documents. This includes

reviewing technical, financial, and economic structures proposed by these advisors and ensuring legal consistency, coherence and sound RFP suite of procurement documents.

- 3.1.23 Provide legal input on qualification criteria and eligibility requirements.
- 3.1.24 Take overall responsibility for drafting and finalizing the draft as well as the final/optimised RFP suite of documents, including all related Returnable Schedules, Appendices and any other supplementary documents applicable thereto.
- 3.1.25 Ensure that the final RFP suite of documents is of the highest quality, legally robust, and appropriately structured to facilitate a clear, efficient, and legally compliant procurement process.
- 3.1.26 Review and finalize RFP documentation in consultation with key stakeholders.
- 3.1.27 Assist with any required Departmental submissions.
- 3.1.28 With the lead of the IPP Office RFP team, interact and engage with the NTCSA on addressing and incorporating Eskom's position in the RFP.
- 3.1.29 Prepare the RFP Bid Evaluation Templates.
- 3.1.30 Address legal queries and clarifications during the RFP optimisation stage and draft briefing notes to the RFP if required.

3.2 RFP OPTIMISATION

- 3.2.1 Review and consider comments received from the Market Participants/ Respondents to the Optimisation RFP and other relevant stakeholders on the draft Request for Proposals (RFP), Project Agreements and associated procurement documentation.
- 3.2.2 Lead and participate in engagements, workshops and consultations with the Market Participants/ Respondents to the Optimisation RFP, the Department, the IPP Office, the Financial, Technical and Economic Development Transaction Advisors, and other relevant stakeholders, including where applicable fuel suppliers, gas infrastructure stakeholders, regulators, lenders and other parties, to discuss and refine the draft RFP and associated Project Agreements.
- 3.2.3 Prepare legal responses to comments and queries received from the Market Participants/ Respondents to the Optimisation RFP and other stakeholders, including drafting briefing notes, clarification responses and recommendations for consideration by the IPP Office.
- 3.2.4 Consolidate and assess inputs received from the multidisciplinary Transaction Advisors and relevant stakeholders and incorporate all approved amendments into the draft RFP, Project Agreements and associated procurement documentation.
- 3.2.5 Prepare the final suite of procurement documents, including the RFP, Project Agreements, schedules, forms, templates and any supporting documentation, taking

into account approved amendments arising from the optimisation process.

- 3.2.6 Lead or participate in engagements relating to the finalisation of key commercial, contractual and regulatory arrangements necessary to support a bankable procurement process, including fuel supply arrangements, gas infrastructure arrangements, government support mechanisms, permits, consents and other project-specific arrangements, where applicable.
- 3.2.7 Oversee the formulation and finalisation of clarification questions to be issued to the Pre-qualified Bidders, in collaboration with the Financial, Technical and Economic Development Transaction Advisors, and prepare or review responses to clarification requests received during the optimisation process.
- 3.2.8 Prepare and update the RFP Bid Evaluation Templates and any related evaluation documentation.
- 3.2.9 Prepare reports, legal opinions, briefing notes and presentations required for the approval of the optimised RFP and attend and provide legal support to the Bid Specification Committee, Bid Adjudication Committee and any other governance structures of the Department and/or the IPP Office, as required.

3.3 EVALUATION OF BIDS FOR BW 2

All Transaction Advisors will be required to deliver on the following actions within the time frames. The Evaluation will be conducted in a secure onsite environment. The full proposed team for the Transaction Advisor is required to be onsite and available for the full duration and no work exclusions or limitations are permitted.

- 3.3.1 The Legal Transaction Advisor shall play an integral role in the evaluation of submissions received in response to the RFP issued under GAS IPPPP BW2 and shall be responsible for leading and providing legal support throughout the evaluation process, ensuring that all legal, governance and procurement requirements are complied with.
- 3.3.2 Prepare, and where necessary, update the evaluation templates for purposes of undertaking evaluation and to incorporate any amendments arising from the clarification process under the RFP, as applicable.
- 3.3.3 Assume the role of lead advisor and support the other Transaction Advisors (Financial, Technical and Economic Development) in respect of the evaluation of their specific sections in the RFP to the extent necessary.
- 3.3.4 Act as Penholder, this role will also cover the finalisation of any clarification questions to be sent to Bidders as part of the clarification process.

- 3.3.5 Undertake the qualification and evaluation of all Bid Responses received according to the qualification and evaluation criteria stipulated in the RFP and applying the Evaluation Manual, Evaluation Templates and Evaluation Scorecard as approved by the Department.
- 3.3.6 Formulate and prepare clarifications questions, evaluation responses received on the clarifications requested and prepare the explanations needed as input into Part B (*Functional and Qualification Criteria Requirements*) of the RFP failures.
- 3.3.7 Manage and co-ordinate the evaluation of all the legal aspects of all the Bid Responses received and ensure that the reports accurately reflect the outcome of the evaluation and recommendations thereto.
- 3.3.8 Assist, if so required, with the benchmarking exercise led by the Financial and Technical Transaction Advisors.
- 3.3.9 Preparation of legal input on the outcome of the benchmarking exercise input into the Value for Money Report as set out in the RFP.
- 3.3.10 Prepare for and undertake the BAFO if required (please note that this requirement will only be actioned if needed as should be priced separately).
- 3.3.11 Compile a detailed legal report on the outcome of the evaluation as part of the legal Evaluation section of the report to the BAC.
- 3.3.12 Incorporate inputs from the other Transaction Advisors (Financial, Technical and Economic Development) into the report to the BAC.
- 3.3.13 Preparing responses to any questions from the BAC or from IPPO.
- 3.3.14 Undertake all required engagements, consultations and joint-work with the Financial, Technical and Economic Development Advisors as may be required to finalise the outcome of the evaluation and in the preparation of reports and presentations as may be required.
- 3.3.15 Any other reasonable outputs that may be required by the IPPO.
- 3.3.16 Compile a detailed Close-Out report and presentations on the outcome of the discipline evaluation results including an Executive Summary, details per project, challenges identified and recommendations for future IPP Procurement Programmes, including for, but not limited to, the design of future qualification and evaluation criteria and requirements.
- 3.3.17 Provide any other reasonable outputs that may be required by the IPPO management to complete the evaluation and announce the outcomes of the evaluation. This may involve responding to audit queries or queries raised by the Independent Reviewer (if any is appointed), media or Parliamentary queries or responding to challenges from unsuccessful bidders.

3.4 COMMERCIAL CLOSE AND FINANCIAL CLOSE FOR BW 2

Following the Evaluation of Bid Responses, the appointed Transaction Advisory Team will be required to prepare for and conclude all activities associated with achieving Commercial Close and Financial Close for the respective allocated projects, including, but not limited to, the following:

- 3.4.1 Review, analyse and prepare responses to change requests for approval by IPPO.
- 3.4.2 Support the IPPO and Department in any negotiations pertaining to specific aspects, if so required, including value for money assessments.
- 3.4.3 Prepare for and conclude all activities associated with achieving Financial Close including but not limited to:

3.4.3.1 Preparation of the following project agreements:

- Implementation Agreement;
- Power Purchase Agreement;
- Independent Engineer Agreement;
- Direct Agreement;
- The relevant Connection Agreements;
- Connection Direct Agreement; and
- Agreements in relation to the site, LNG importation and regasification infrastructure and supply of gas.

- 3.4.4 Legal due diligence into the competency and capacity of each of the parties to the Project Agreements including the Department, NTCSA and the Preferred Bidder.
- 3.4.5 Confirmation that the Project Company of a Preferred Bidder is a special purpose Company established with the sole purpose of undertaking the Project and entering into the Project Agreements.
- 3.4.6 Checking all Bid Responses for consistency and incorporation of the specific Bid commitments into the Project Agreements.
- 3.4.7 Preparing and finalising the government support for the GAS IPPPP in the Government Support Framework Agreement.
- 3.4.8 Compile a Close-Out Report including NTCSA Close-Out Report on the outcome of the procurement process as well as Value for Money Report for NTCSA and presentation on

outcomes of GAS IPPPP on the above as well as including an executive summary and details per Project.

3.5 LITIGATION, DISPUTE RESOLUTION AND ADMINISTRATIVE PROCEEDINGS

In addition to the Transaction Advisory Services described above, the Legal Transaction Advisor shall provide legal representation and advisory support to the Department and the IPP Office in relation to any disputes, litigation, administrative proceedings, reviews or claims arising from or connected with GAS IPPPP Bid Window 2. The scope shall include, amongst others:

- 3.5.1 Advising the Department and IPP Office regarding potential legal risks arising during the procurement process.
- 3.5.2 Drafting legal opinions relating to disputes and procurement challenges.
- 3.5.3 Preparing responses to PAJA review applications, PAIA requests and any other matters relating to litigation.
- 3.5.4 Representing and supporting the Department and IPP Office during engagements with external legal representatives, unsuccessful bidders and relevant stakeholders.
- 3.5.5 Briefing and managing Senior Counsel and Junior Counsel where required, subject to prior written approval by the IPP Office.

4 THE EVALUATION TEAM

In view of the above, the team of appointed Transaction Advisors selected to undertake and support the IPP Office in the Evaluation and Financial Close processes will consist of:

- Legal Advisors;
- Economic Advisors;
- Financial Advisors;
- Technical Advisors; and
- Governance experts.

It should be noted that a firm will be appointed for the full scope of work as highlighted above.

5 COMPETENCY AND EXPERTISE REQUIREMENTS OF RESOURCES

The Development Bank of Southern Africa (DBSA), with this Terms of Reference, is inviting Legal Advisors from open market, to provide their resources and pricing in terms of the aforementioned Scope of Work and the Service Level Agreement. The Legal Advisory Team must possess a combination of deep legal expertise, international knowledge of gas-sector projects, practical experience in the energy and transmission infrastructure sectors, and the capability to navigate complex legal, regulatory, financial, and contractual environments.

This Terms of Reference is being sent to open market.

The required competencies and experience the Legal Transaction Advisor are as follows:

- Knowledge of all relevant laws associated with the gas sector, and it would be advantageous to have previously worked on drafting legal agreements for a gas generation power plant;
- Experience in drafting and negotiating complex project financed infrastructure agreements;
- Expertise in contract structuring to ensure adequate risk allocation and enforceability.
- Experience and/or ability to manage agreements between multiple government stakeholders in a bundle approach project;
- Regulatory and Compliance Knowledge:
 - Demonstrated expertise in electricity and gas market regulations, including comprehensive knowledge of gas licensing frameworks and compliance obligations.
- Knowledge and understanding of environmental, land-use, and permitting laws governing gas infrastructure projects.
- Knowledge, expertise and practical experience in designing qualification and evaluation criteria for government and/or private sector for large scale gas infrastructure investment programmes.
- Understanding of project financing models, including lender requirements and bankability considerations
 - Ability to advise on financial close, guarantees and securities

- Thorough knowledge and practical work experience in the South African electrical generation or supply and broader energy sector
- Thorough knowledge, experience and proven track record of legal transaction advisor services completed in the gas sector and gas generation power plant.

Any firm of advisors advising the Department will be allowed to advise private sector and/or the lenders in the procurement process, provided that the same individuals from firms advising the Department on the Programme will not be used by such firms when advising private sector and/or the lenders. Therefore, a firm participating in this tender should provide the Department with its policy to manage potential conflict of interest that may arise from such firm of advisors that are advising both the Department and Bidders. This policy should include the measures that will be put in place and applied to manage such conflict of interest.

The Evaluation Team will have to sign Declaration of Interest and Confidentiality Undertakings.

6 DELIVERABLES, TIMELINES, PAYMENT TERMS AND MILESTONES

For GAS IPPPP BW2 the anticipated timeline for the finalization of the Concept Note is the second quarter of 2026 calendar year and for the first draft of RFP to be issued to market for optimisation in quarter three of the FY2026/2027. The final RFP will be ready for approval and release to the market by quarter one of the FY2027/2028.

4In responding to this ToR, the Transaction Advisors are required to provide a separate or distinct fee proposal for each of the functions specified in the scope of work.

Please note the following guidelines in respect of the fee proposal:

- The fee proposal should cover all sections outlined in this TOR namely RFI, RFQ and RFP drafting, Evaluation and Financial Close.
- The pricing element of the Bid Response should be a fixed fee inclusive of VAT and disbursements.
- The fixed fee should be broken down in cost per deliverable/milestone. Refer to the table included for the payment milestones.
- **The deliverable on a possible BAFO should be priced separately as it will only be actioned**

if required. Value for money engagements should however be included in the milestone based work.

- Ensure that the fee proposal covers all elements as detailed in the scope of work. The detailed scope should be summarized in the payment milestones referred to under previous bullet.
- For purposes of the fee calculations for the evaluation of bid responses:
 - Assume a total of 10 Bid Responses for Evaluation and 7 Preferred Bidders for Financial Close for BW2.
 - Where a deliverable is priced on a per Bid Response basis, tenderers shall provide a unit rate per Bid Response together with the total price calculated on the assumption of 10 Bid Responses.
 - Where a deliverable is priced on a per Preferred Bidder basis, tenderers shall provide a unit rate per Preferred Bidder together with the total price calculated on the assumption of 7 Preferred Bidders.
 - The assumptions regarding the number of Bid Responses and Preferred Bidders are provided solely for evaluation and pricing comparison purposes. Payment for all deliverables priced on a unit-rate basis shall be based on the actual number of Bid Responses evaluated and/or the actual number of Preferred Bidders appointed, as applicable.

In addition to the fixed fee proposal as set out above, Service Providers are required to provide hourly charge out rates (normal and discounted rates) for each of the team members to cover additional work/ litigation which may be required in addition to the scope set out in these Terms of Reference.

In addition to the fixed fee proposal as set out above, Service Providers are required to provide contingency allowance equal to thirty percent (30%) of the total proposed contract value which must be priced separately to cater for any additional or out-of-scope work not expressly provided for in this Terms of Reference. The contingency amount shall only be utilised with the prior written approval of the IPP Office, supported by a cost breakdown calculated at the approved hourly charge-out rates.

Work will commence as soon as the appointment is finalized and a purchase order is issued. No work is to be undertaken without a duly authorized purchase order issued by the IPPO.

Service Providers are required to consider the time allocated for the Evaluation and ensure that sufficient and key staff is available for the whole period of the assignment. Please note that the Evaluation will take place in the secure evaluation centre at the IPPO building complex.

The Department and IPPO reserve the right to either cancel or replace a deliverable with another as circumstances require or to move the timelines as may be required. The Department and IPPO also reserve the right to make assessment and / or terminate the contract in the case where the Service Provider fails to submit deliverables timeously as per the IPPO working plan, that will be agreed between the IPPO and the Service Provider.

6. The fee proposal covering the full scope of work under each section of this TOR should be structured as set out below:

6.1 FEE PROPOSAL FOR RFP DRAFTING BW 2:

Deliverables	Timeline	Payment Milestones (contract ZAR value)
ZAR million		
Project plan (i.e. scope of work, detailed implementation plan and timing of deliverables) and kick off meeting	2 days	
Finalization of the Concept Note	4 weeks	
RFP Conceptual Draft	4 weeks	
Draft RFP and Project Agreements (to be shared with Eskom) and any other required agreements	4 weeks	
RFP updated final draft (final RFP and final pro forma project agreements) taking into consideration all comments received for further circulation to stakeholders and governance	3 Months	
BAC submission and reports	4 weeks	
BAC approval		
Briefing notes	Briefing notes and responses to clarification questions shall be priced per Briefing Note on an assumption of a total of 25 Briefing Notes	

6.2 RFP OPTIMISATION

Deliverables	Timeline	Payment Milestones (contract ZAR value)
Review and consideration of comments received from pre-qualified bidders on draft RFP	3 weeks	
Stakeholder meetings and discussions, including interdisciplinary meetings	4 weeks	
Reports and Presentations to Eskom, NERSA, NT and other stakeholders, including risk allocation matrix and any required bankability instruments or contracts	3 weeks	
Consolidating inputs from other disciplines (Technical, Finance and ED)	2 weeks	
Further Draft RFP and Project Agreements and circulation to Eskom	4 weeks	
RFP final draft for final approvals and release (final RFP and final pro forma project agreements) taking into consideration all comments received for further circulation to stakeholders and governance	4 weeks	
BAC submission and reports	4 weeks	
BAC approval		
Briefing notes	Briefing notes and responses to clarification questions shall be priced per Briefing Note on an assumption of a total of 25 Briefing Notes	

6.3 FEE PROPOSAL FOR EVALUATION BW 2:

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (contract ZAR value including VAT)
ZAR' million				
EVALUATION PHASE				
Evaluation Templates	2 weeks			
Penholder and Coordinator role if assigned			Provide a fixed fee	
Preparation for Evaluation and Evaluation of Bid Responses and Clarifications	3 – 4 weeks	Cost per bid	Total for 10 bids	
Finalisation of Part B and Part C Evaluation including Benchmarking report.	2 – 3 weeks	Cost per bid	Total for 10 bids	
Appointment and Non-Appointment letters	1 – 2 weeks	n/a	Provide a fixed fee	
BAC Report inputs	1 – 2 weeks	n/a	Provide a fixed fee	
Value for money assessments (if required)	2 – 3 weeks		Provide a fixed fee	
Reasonable additional outputs required by IPPO Management to complete the evaluation process and announce the evaluation outcomes, including responding to audit queries; Responding to queries from the Independent Reviewer (if appointed); Preparing responses to media or Parliamentary enquiries; and addressing challenges, clarifications, or queries raised by unsuccessful bidders	4 weeks	n/a	Provide a fixed fee	
SUB TOTAL				

Preparing and undertaking a BAFO only if required	3 weeks	Cost per bid	Total for 10 bids	
TOTAL				

6.5 FEE PROPOSAL FOR COMMERCIAL AND FINANCIAL CLOSE FOR BW 2:

Deliverables	Timeline	Cost per Bid	Total	Payment Milestone (contract ZAR value)
ZAR' million				
COMMERCIAL AND FINANCIAL CLOSE PHASE				
Preparation of the Project Agreements for each of the Projects including updating the PPA with all briefing notes	6 months	Cost per bid	Total for 7 bids	
Negotiations of Project Agreements	6 months	Cost per bid	Total for 7 bids	
Analysis and recommendation on Change Requests	The pricing proposal may distinguish between: (a) ordinary change requests contemplated in the normal course of Financial Close activities; and (b) material change requests requiring substantive restructuring, re-drafting or re-negotiation of the procurement or project documentatio	Cost per bid	Total for 7 bids	

	n. Material change requests may be charged separately based on agreed hourly or blended rates			
Contingent Liability Report update, Government Support Framework Agreement	3 week		Provide a fixed fee	
Due Diligence				
Actual support on Financial Close	3 Days		Provide a fixed fee	
Close Out Report	2 weeks		Provide a fixed fee	
TOTAL				

6.6 The timelines reflected in the pricing schedules above are indicative only and are provided solely for the purpose of assisting bidders in preparing their fee proposals, evaluation purposes and indicative implementation plans. The Services under this Terms of Reference are output-based, and payment shall be linked to the satisfactory completion and acceptance of the applicable deliverables or milestones by the IPP Office, and not to the time taken to complete such deliverables. The Service Provider shall be required to perform the Services in accordance with the programme and procurement timetable determined by the IPP Office, which may be amended from time to time. It is re-iterated that the assumptions regarding the number of Bid Responses and Preferred Bidders are provided solely for evaluation and pricing comparison purposes. Payment for all deliverables priced on a unit-rate basis shall be based on the actual number of Bid Responses evaluated and/or the actual number of Preferred Bidders appointed, as applicable.

CONTINGENCY

Contingency	Total Value – excluding VAT
SUB TOTAL (VAT Excl	
VAT	

TOTAL (VAT Incl.)	
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*contingency allowance equal to thirty percent (30%) of the total proposed contract value which must be priced separately to cater for any additional or out-of-scope work not expressly provided for in this Terms of Reference

HOURLY RATES

Designation	Charge out rate	Discounted rates

7 MINIMUM PROPOSAL REQUIREMENTS

All proposals need to clearly state the following information:

- Understanding of the scope of work.
- Deliverables (including timelines and cost per deliverable).
- Details of the Team members that are been proposed covering their experience, credentials, level of seniority and level of participation (hours) that will be dedicated to the project.
- Fixed fee per deliverable that rolls up into one fixed fee per section of the ToR.
- Acknowledgement that the work can be terminated at any milestone and only that fee payable.
- Confirmation of the capacity and resources necessary to undertake the scope of work indicated in the TOR.

8 FUNCTIONALITY CRITERIA

Eligibility Criteria	Evidence to be provided	WEIGHTING/SCORE
6. Team Leader Capacity and experience Demonstrate proven experience in providing legal advice on gas-to-power and/or gas-fired power generation projects that have proceeded to market and successfully reached financial close	CV template with project list (Appendix A). Summary and details in Appendix A for the Team Leader must include at least two (2) projects, including: (i). description of matter; (ii). period of involvement; (iii). responsibility; and (iv). key deliverables.	25% Scoring scale: • 1 or less Projects = 0% • 2 Projects = 10% • 3 Projects = 15% • 4 Projects = 25%
7. Team member Capacity and experience in: • gas-to-power and/or gas-fired power generation projects; and/or • Infrastructure projects, that have proceeded to market and successfully reached financial close	CV template with project list (Appendix A). Summary and details in Appendix A for at least 2 supporting team member must include at least one (1) relevant project, including: (i). description of matter; (ii). period of involvement; (iii). responsibility; and (iv). key deliverables.	15% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Projects = 15%
8. The team must demonstrate a proven experience in procurement policies, laws and regulations in South Africa. As well as proven understanding and experience of designing procurement documentation (RFPs) for large energy and/or infrastructure programmes	CV template with project list (Appendix A). Summary and details in Appendix A for at least one (1) relevant project where the team member and or Team leader provided the advice including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables.	25% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Projects = 15% • 4 Projects = 25%

9. Proven understanding and experience in specifically gas power generation projects and/or designing bankable Project Agreements (including PPAs) for large energy projects	CV template with project list (Appendix A). Summary and details in Appendix A for at least one (1) relevant project where the team member and or Team leader provided the advice including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables.	20% Scoring scale: • 0 Projects = 0% • 1 Project = 5% • 2 Projects = 10% • 3 Project = 15% • 4 Projects = 20%
10. Reference letters supporting the project/s relevant to assignments listed in Appendix A (Project list).	Provide reference letters for projects included under Appendix A. A minimum of 2 compliant Reference letters must be provided relating to the projects in Appendix A. The reference letter must: • Be on the client’s letterhead; • Be signed by an authorised representative; • Contain contact details; • Confirm the scope of services rendered; • Confirm the team member’s role; and Confirm satisfactory performance of the services	15% Scoring scale: • 1 or less reference letters = 0% • 2 reference letters = 5% • 3 reference letters = 10% • 4 reference letters = 15%
Total		100%

Only proposals that meet the threshold of **70%** will proceed to the next part which is the evaluation on price and preference point basis.

Condition: Acceptance of the Standard Service Level Agreement (SLA)

- The successful bidder will be required to enter into a **Service Level Agreement (SLA)** corresponding to the services awarded under this tender.
- By accepting the appointment, the bidder confirms acceptance of all terms and conditions applicable to this tender, including those contained in the SLA.
- For avoidance of doubt, the SLA terms are standard, approved by the DBSA, and are strictly non-negotiable.

Fees and Assumptions

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

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:

**RFP146/2026 Procurement of Legal Transaction Advisor to support the “Independent Power Producers’ Office” (IPP Office) for the Gas Independent Power Producers Procurement Programme (GAS IPPPP)
Bid Windows 2**

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)

For GAS IPPPP BW2 the anticipated timeline for the finalization of the Concept Note is the second quarter of 2026 calendar year and for the first draft of RFP to be issued to market for optimisation in quarter three of the FY2026/2027. The final RFP will be ready for approval and release to the market by quarter one of the FY2027/2028.

In responding to this ToR, the Transaction Advisors are required to provide a separate or distinct fee proposal for each of the functions specified in the scope of work.

Please note the following guidelines in respect of the fee proposal:

- The fee proposal should cover all sections outlined in this TOR namely RFI, RFQ and RFP drafting, Evaluation and Financial Close.
- The pricing element of the Bid Response should be a fixed fee inclusive of VAT and disbursements.
- The fixed fee should be broken down in cost per deliverable/milestone. Refer to the table included for the payment milestones.
- **The deliverable on a possible BAFO should be priced separately as it will only be actioned if required. Value for money engagements should however be included in the milestone based work.**
- Ensure that the fee proposal covers all elements as detailed in the scope of work. The detailed scope should be summarized in the payment milestones referred to under previous bullet.
- For purposes of the fee calculations for the evaluation of bid responses:
 - Assume a total of 10 Bid Responses for Evaluation and 7 Preferred Bidders for Financial Close for BW2.
 - Where a deliverable is priced on a per Bid Response basis, tenderers shall provide a unit rate per Bid Response together with the total price calculated on the assumption of 10 Bid Responses.
 - Where a deliverable is priced on a per Preferred Bidder basis, tenderers shall provide a

unit rate per Preferred Bidder together with the total price calculated on the assumption of 7 Preferred Bidders.

- The assumptions regarding the number of Bid Responses and Preferred Bidders are provided solely for evaluation and pricing comparison purposes. Payment for all deliverables priced on a unit-rate basis shall be based on the actual number of Bid Responses evaluated and/or the actual number of Preferred Bidders appointed, as applicable.

In addition to the fixed fee proposal as set out above, Service Providers are required to provide hourly charge out rates (normal and discounted rates) for each of the team members to cover additional work/ litigation which may be required in addition to the scope set out in these Terms of Reference.

In addition to the fixed fee proposal as set out above, Service Providers are required to provide contingency allowance equal to thirty percent (30%) of the total proposed contract value which must be priced separately to cater for any additional or out-of-scope work not expressly provided for in this Terms of Reference. The contingency amount shall only be utilised with the prior written approval of the IPP Office, supported by a cost breakdown calculated at the approved hourly charge-out rates.

Work will commence as soon as the appointment is finalized and a purchase order is issued. No work is to be undertaken without a duly authorized purchase order issued by the IPPO.

Service Providers are required to consider the time allocated for the Evaluation and ensure that sufficient and key staff is available for the whole period of the assignment. Please note that the Evaluation will take place in the secure evaluation centre at the IPPO building complex.

The Department and IPPO reserve the right to either cancel or replace a deliverable with another as circumstances require or to move the timelines as may be required. The Department and IPPO also reserve the right to make assessment and / or terminate the contract in the case where the Service Provider fails to submit deliverables timeously as per the IPPO working plan, that will be agreed between the IPPO and the Service Provider.

6. The fee proposal covering the full scope of work under each section of this TOR should be structured as set out below:

6.3 FEE PROPOSAL FOR RFP DRAFTING BW 2:

Deliverables	Timeline	Payment Milestones (contract ZAR value)
ZAR million		
Project plan (i.e. scope of work, detailed implementation plan and timing of deliverables) and kick off meeting	2 days	
Finalization of the Concept Note	4 weeks	
RFP Conceptual Draft	4 weeks	
Draft RFP and Project Agreements (to be shared with Eskom) and any other required agreements	4 weeks	
RFP updated final draft (final RFP and final pro forma project agreements) taking into consideration all comments received for further circulation to stakeholders and governance	3 Months	
BAC submission and reports	4 weeks	
BAC approval		
Briefing notes	Briefing notes and responses to clarification questions shall be priced per Briefing Note on an assumption of a total of 25 Briefing Notes	

6.4 RFP OPTIMISATION

Deliverables	Timeline	Payment Milestones (contract ZAR value)
Review and consideration of comments received from pre-qualified bidders on draft RFP	3 weeks	
Stakeholder meetings and discussions, including interdisciplinary meetings	4 weeks	
Reports and Presentations to Eskom, NERSA, NT and other stakeholders, including risk allocation matrix and any required bankability instruments or contracts	3 weeks	
Consolidating inputs from other disciplines (Technical, Finance and ED)	2 weeks	
Further Draft RFP and Project Agreements and circulation to Eskom	4 weeks	
RFP final draft for final approvals and release (final RFP and final pro forma project agreements) taking into consideration all comments received for further circulation to stakeholders and governance	4 weeks	
BAC submission and reports	4 weeks	
BAC approval		
Briefing notes	Briefing notes and responses to clarification questions shall be priced per Briefing Note on an assumption of a total of 25 Briefing Notes	

6.3 FEE PROPOSAL FOR EVALUATION BW 2:

Deliverables	Timeline	Cost per Bid	Total	Payment Milestones (contract ZAR value including VAT)
ZAR' million				
EVALUATION PHASE				
Evaluation Templates	2 weeks			
Penholder and Coordinator role if assigned			Provide a fixed fee	
Preparation for Evaluation and Evaluation of Bid Responses and Clarifications	3 – 4 weeks	Cost per bid	Total for 10 bids	
Finalisation of Part B and Part C Evaluation including Benchmarking report.	2 – 3 weeks	Cost per bid	Total for 10 bids	
Appointment and Non-Appointment letters	1 – 2 weeks	n/a	Provide a fixed fee	
BAC Report inputs	1 – 2 weeks	n/a	Provide a fixed fee	
Value for money assessments (if required)	2 – 3 weeks		Provide a fixed fee	
Reasonable additional outputs required by IPPO Management to complete the evaluation process and announce the evaluation outcomes, including responding to audit queries; Responding to queries from the Independent Reviewer (if appointed); Preparing responses to media or Parliamentary enquiries; and addressing challenges, clarifications, or queries raised by unsuccessful bidders	4 weeks	n/a	Provide a fixed fee	
SUB TOTAL				

Preparing and undertaking a BAFO only if required	3 weeks	Cost per bid	Total for 10 bids	
TOTAL				

6.5 FEE PROPOSAL FOR COMMERCIAL AND FINANCIAL CLOSE FOR BW 2:

Deliverables	Timeline	Cost per Bid	Total	Payment Milestone (contract ZAR value)
ZAR' million				
COMMERCIAL AND FINANCIAL CLOSE PHASE				
Preparation of the Project Agreements for each of the Projects including updating the PPA with all briefing notes	6 months	Cost per bid	Total for 7 bids	
Negotiations of Project Agreements	6 months	Cost per bid	Total for 7 bids	
Analysis and recommendation on Change Requests	The pricing proposal may distinguish between: (a) ordinary change requests contemplated in the normal course of Financial Close activities; and (b) material change requests requiring substantive restructuring, re-drafting or re-negotiation of the procurement or project documentation.	Cost per bid	Total for 7 bids	

	Material change requests may be charged separately based on agreed hourly or blended rates			
Contingent Liability Report update, Government Support Framework Agreement	3 week		Provide a fixed fee	
Due Diligence				
Actual support on Financial Close	3 Days		Provide a fixed fee	
Close Out Report	2 weeks		Provide a fixed fee	
TOTAL				

6.6 The timelines reflected in the pricing schedules above are indicative only and are provided solely for the purpose of assisting bidders in preparing their fee proposals, evaluation purposes and indicative implementation plans. The Services under this Terms of Reference are output-based, and payment shall be linked to the satisfactory completion and acceptance of the applicable deliverables or milestones by the IPP Office, and not to the time taken to complete such deliverables. The Service Provider shall be required to perform the Services in accordance with the programme and procurement timetable determined by the IPP Office, which may be amended from time to time. It is re-iterated that the assumptions regarding the number of Bid Responses and Preferred Bidders are provided solely for evaluation and pricing comparison purposes. Payment for all deliverables priced on a unit-rate basis shall be based on the actual number of Bid Responses evaluated and/or the actual number of Preferred Bidders appointed, as applicable.

CONTINGENCY

Contingency	Total Value – excluding VAT
SUB TOTAL (VAT Excl	
VAT	
TOTAL (VAT Incl.)	

*contingency allowance equal to thirty percent (30%) of the total proposed contract value which must be priced separately to cater for any additional or out-of-scope work not expressly provided for in this Terms of Reference

HOURLY RATES

Designation	Charge out rate	Discounted rates

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 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

² 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.

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:

	POINTS
PRICE	80
SPECIFIC GOALS (BBBEE)	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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.

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:



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

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