REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE INFRASTRUCTURE FINANCE AND IMPLEMENTATION SUPPORT AGENCY (IFISA)	
BID NUMBER:	**RFP166/2026**
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 - RFP166.2026** **Link: 18 September 2026 @11H00 AM (Johannesburg time)**
CLOSING DATE:	**30 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:	**APPOINTMENT OF A TRANSACTION ADVISOR TO SUPPORT THE ESTABLISHMENT OF A FULLY INDEPENDENT TRANSMISSION SYSTEM OPERATOR SOC LIMITED (TSO)**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**1. ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:**

	➢ Bidders are required to submit written requests for clarification via e-mail to **vusik@ifisa.org.za** **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 **22 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 30/09/2026 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	

0% ZERO Tolerance

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 INFRASTRUCTURE FINANCE AND IMPLEMENTATION SUPPORT AGENCY (IFISA)

BID NUMBER: **RFP166/2026**

DESCRIPTION: **APPOINTMENT OF A TRANSACTION ADVISOR TO SUPPORT THE ESTABLISHMENT OF A FULLY INDEPENDENT TRANSMISSION SYSTEM OPERATOR SOC LIMITED (TSO)**

COMPULSORY BRIEFING: **18 September 2026** - Tender briefing will be done online via Microsoft teams.

COMPULSORY BRIEFING LINK:

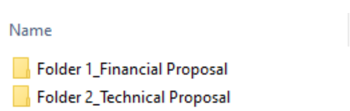
Time: 11H00 AM Johannesburg time **(Microsoft Teams)**

Compulsory Briefing Session Link - RFP166.2026

Closing time for the OneDrive Link submissions - 23h55 on the 30 September 2026 (Telkom Time)

CLOSING DATE: 30 September 2026

CLOSING TIME: 23H55



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	**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.)**	

STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? **[TICK APPLICABLE BOX]**				
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: **vusik@ifisa.org.za**

No questions will be answered telephonically

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **18th 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 - RFP166.2026

Link: 18 September 2026 @11H00 AM (Johannesburg time) Time: 11H00 AM Johannesburg time **(Microsoft Teams)**

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

Link Request DATE By:	**22 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 **vusik@ifisa.org.za**

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, (**vusik@ifisa.org.za**)

15.2 The written complaint must set out:

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

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

15.2.3 any relevant background information; and

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

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

16. CONFLICT OF INTEREST

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

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

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

17. LATE BIDS

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

17.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 submitting all Compulsory Documents.

18.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

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

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

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

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

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

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.1 as required by law;

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

23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

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

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

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

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	Standard conditions of tender as required.	48 hours	Y
2	Returnable documents completed and signed.	48 hours	Y
3	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered to do business with the DBSA	48 hours	Y

4	A Tax Pin issued by SARS.	48 hours	Y

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**

The evaluation of bidders' submissions will be conducted in accordance with the National Treasury prescripts, DBSA policies and bid conditions, and will encompass the following five key evaluation phases:

- **Step 1:** Eligibility Criteria – to determine compliance with the mandatory administrative and statutory requirements. This criterion should be met for the evaluation to proceed to Step 2: Functional Criteria.
- **Step 2:** Functionality Criteria – to assess the bidder's technical capability and capacity to deliver the required services. This criterion should be met with the minimum score stipulated for the evaluation to proceed to Step 3: Price.
- **Step 3:** Price – assess the reasonableness of the price offered, seek clarification and negotiation where possible.
- **Step 4:** Preference – to evaluate the final financial proposal in line with the 80/20 preference-point system where 80 represents price and 20 BBBEE points.
- **Step 5:** Objective Criteria & Risk Analysis: To assess employer's appetite to risks and other considerations.

STEP 1: Eligibility Criteria

1.1.1. All Bidders shall attend a compulsory Tender Briefing and complete an attendance register to record their attendance. Only Bidders whose attendance was recorded at the time of the compulsory Tender Briefing will be considered and evaluated when the tender closes and tender submissions are received.

1.1.2. The compulsory briefing session will be conducted on a virtual platform (MS Teams). The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

1.1.3. Bidders are expected to return the bid documents in the manner described in these Terms of Reference.

1.1.4. Bidders must submit their pricing proposals in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, transaction reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.

1.1.5. Each bidder submitting proposals shall submit distinct and dedicated resources to meet the respective eligibility and functionality requirements (in Table 3 below).

1.1.6. All communications and deliverables should be in English.

1.1.7. The submission of Company experience and resources mentioned in Table 3 below, which provides a summary of the Eligibility criteria.

1.1.8. Regarding the list of completed transactions to be submitted by the Company, as specified under Sub-Criterion 1.1 and by relevant experts in sub criteria 2.1, 2.2 and 2.3 in Table 3 below, bidders are strongly advised to provide several transactions exceeding the stated minimum requirement. This is to mitigate the risk of any transaction being excluded due to incomplete information or documentation. The key resources must be clearly identified and aligned to the specific role for which they are being evaluated.

1.1.9. Company experience mentioned in sub criteria 1.1 in Table 3 must be accompanied by contactable references from previous clients who can confirm that each transaction was **successfully completed.** Bidders are encouraged to utilise the standard template provided in **Appendix B** as a guideline or reproduce a form that has all the details in **Appendix B** to ensure that all required information is submitted in a clear and consistent manner. All assignments or projects submitted and to be evaluated must have been **completed.**

1.1.10. A bidder that meets all the above requirements will then be assessed on the functionality criteria.

Table 1: Eligibility Criteria

#	ELIGIBILITY CRITERIA	Yes/No
1	**Company Experience**	
1.1	Submit at least two (2) assignments or projects with a minimum enterprise value, transaction value or asset value of R50 billion (each) where the company successfully led or advised on corporate restructuring, demerger, carve-out or unbundling transactions both internationally and in South Africa, obtained lender consents, and developed scenario-based financial models to test the financial implications, and financing options for the transaction. This track record should emphasize the company's ability to manage high-value projects, navigate complex regulatory and policy frameworks, and provide actionable insights that strengthen institutional stability and facilitate restructurings that ensure long-term financial sustainability.	
6 KEY PERSONNEL		
2.1	**Lead Transaction Advisor**	

A	Minimum of a post graduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or any quantitative degree. The proposed resource may be registered as a Chartered Accountant, Chartered Financial Analyst, or equivalent or have a Masters in Finance or MBA (Finance specialisation) or similar, LLM or equivalent postgraduate degree in Corporate Law, Commercial Law, Tax Law, Banking Law or Public Law or similar. **Submit membership certificate and/or mentioned qualifications as proof of registration*	
B	<u>Minimum 15 years' experience</u> leading on corporate restructuring, demerger, carve-out or unbundling transactions in South Africa and internationally. *Submit a detailed work history which includes the organisation, transactions, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.*	
C	In addition to relevant experience under (b), the expert must possess the following transaction experience: • Lead advisor on at least three major corporate restructuring, demerger, carve-out or unbundling transactions; • Of these three, at least one must be a transaction involving public entities or regulated utilities, preferably in the electricity sector; and • At least two of the three transactions must exceed R50 billion enterprise, transaction or asset value each *The project experience submitted must demonstrate direct relevance to the proposed role and include project description, client, project or transaction value, duration, specific role undertaken by the specialist, key outputs and contactable client references.*	
2.2	**Corporate Restructuring Lead**	
A	A <u>registered</u> Chartered Accountant or equivalent professional registration or Chartered Financial Analyst or alternatively, the proposed resource must possess a Masters in Finance or MBA (Finance specialisation) or similar NQF level 9 or above qualification. **Submit membership certificate and/or mentioned qualifications as proof of registration*	

B	Minimum 15 years' experience leading on corporate finance for restructuring, demerger, carve-out or unbundling transactions in South Africa and/or internationally. *Submit a detailed work history which includes the organisation, transactions, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.*	
C	In addition to relevant experience under (b), the expert must possess the following transaction experience: • Lead advisor on at least three major corporate restructuring, demerger, carve-out, or unbundling transactions; • At least one of the three transactions must exceed R20 billion enterprise, transaction or asset value each *The project experience submitted must demonstrate direct relevance to the proposed role and include project description, client, project or transaction value, duration, specific role undertaken by the specialist, key outputs and contactable client references.*	
2.3	**Debt and Capital Markets Lead**	
A	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, or business management or any quantitative degree. **Submit proof of qualification(s)*	
B	Minimum 15 years' experience leading on debt and capital markets, engagement with lenders and securing consents to effect on corporate restructuring, demerger, carve-out unbundling or debt restructuring transactions in South Africa and internationally. Experience in dealing with the full range of South African and international bondholders and other lenders. *Submit a detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.*	
C	In addition to the relevant experience under (b), the expert must possess the following project experience: • At least 3 corporate restructuring, demerger, carve-out, unbundling or debt restructuring transactions where consent from lenders had to be obtained;	

	• At least one of the three transactions must exceed R20 billion enterprise, transaction or asset value each	

STEP 2: Functionality Criteria

1.1.11. Only bidders who meet and pass all eligibility requirements above (Step 1) will proceed to this phase: the functionality evaluation stage.

1.1.12. At this stage, bidders will be assessed on the company track record and institutional capability, proposed methodology and approach and team composition as outlined in **Table 4 below.**

1.1.13. Each bidder submitting proposals shall submit distinct and dedicated resources to meet the respective functionality requirements (in Table 4 below).

1.1.14. To pass the Functionality criteria, a bidder must obtain a minimum score of **70 points out of a total of 100 points**. Bidders who fail to meet the minimum threshold will be deemed non-responsive and will not be considered further.

1.1.15. Only bidders who meet or exceed the prescribed functionality threshold will have their financial proposals opened and subjected to a comprehensive price and preference evaluation (Step 3 and 4).

1.1.16. Preference will be given to bidders who demonstrate successful completion of at least 3 assignments of comparable size involving corporate restructuring, preferably of electricity sector, regulated utilities or SOEs involving complex lender consent and debt restructuring processes in South Africa and internationally.

1.1.17. Track record / Bidder's experience must be submitted as per requirements in Table 4. Bidders are encouraged to utilise the standard template provided in **Appendix B** as a guideline or reproduce a form that has all the details in **Appendix B** to ensure that all required information is submitted in a clear and consistent manner.

1.1.18. Projects with values denominated in foreign currencies must be converted into South African Rand (ZAR). The conversion must be calculated using the applicable exchange rate on the tender issue date.

1.1.19. **PROPOSED TEAM AND KEY PERSONNEL**

a) Bidders must submit:

i. A project organogram clearly illustrating reporting lines, governance arrangements, and resource allocation.

ii. The names of all key personnel nominated for the Project.

iii. Detailed CVs of key personnel.

iv. A description of the roles and responsibilities of each proposed resource.

v. The percentage allocation/availability of key resources for the duration of the Project.

vi. Evidence of relevant qualifications, certifications, and experience.

b) Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in **Appendix A (Part 1 & 2)** as a guideline to ensure that all required information is submitted in a clear and consistent format.

Table 2: Functional Criteria

#	Criteria		Maximum Points	Score
A. TRACK RECORD AND INSTITUTIONAL CAPABILITY				
Demonstrate detailed organisational experience and capability in delivery of transactions of a similar scale, complexity and nature both internationally and in South Africa. Transaction history should collectively demonstrate experience in corporate restructuring, demerger, carve-out or unbundling transactions, preferably of electricity sector, regulated utilities or SOEs.				
A	**Sub criteria**	**Sub points:**	**60**	
1. Experience in complex, large-scale projects	Experience related to corporate restructuring, carve-out, demerger or unbundling transactions of a similar scale and complexity.	• Demonstrable experience in a minimum of three (3) projects that address both sub criteria *(A1 and A2)* and have an individual transaction, asset or enterprise value of R50 billion or more both internationally and in South Africa. **50 points** • Demonstrable experience in a minimum of three (3) projects that address both sub criteria *(A1 and A2),* and have an individual transaction, asset or enterprise value of R50 billion or more internationally and/or in South Africa. **35 points** • Demonstrable experience in a minimum of two (2) projects that address both sub criteria *(A1 and A2),* and have an individual transaction, asset or enterprise value of R50 billion or more internationally and/or in South Africa. **25 points**	50	

2. Experience in lender consents	Experience with lender consent processes, debt restructuring, capital structure optimisation and engagements with bondholders, DFIs, MDBs and commercial lenders of a similar scale and complexity	• Demonstrable experience in a minimum of one (1) project that addresses both sub criteria *(A1 and A2),* and has a transaction, asset or enterprise value of R50 billion or more in South Africa and/or internationally. **15 points** • Experience not clearly articulated, or incomplete, or no amounts provided, or does not cover both sub criteria *(A(1) and 2),* or has a combined transaction, asset or enterprise value less than R50 billion. **0 points**		
3. Restructuring or unbundling projects	Demonstrated experience (through a list of projects completed) advising in restructuring or unbundling projects relating to: (1) The electricity sector (2) Regulated utilities (3) State-owned entities	Experience (**through a list of completed projects**) and scoring broken down as follows: • Experience in all 3 categories listed. **10 points** • Experience in 2 categories listed. **5 points** Experience in 1 category listed. **2 points** • No experience in any of the categories listed. **0 points**	10	
B. METHODOLOGY & APPROACH			**20**	
1. Approach to restructuring	Clearly articulated approach to transaction structuring addressing: a) Legal mechanism b) Tax considerations c) Lender considerations d) Financing	• Comprehensively addresses all 4 requirements listed. **6 points** • Comprehensively addresses 3 of the 4 requirements. **4 points** • Addresses all 4 requirements, but not comprehensively. **4 points** • Comprehensively addresses 2 of the 4 requirements. **2 points** • Bidder addressed 1 or fewer of the requirements or approach outlined is not realistic. **0 points**	6	

2. Approach to Eskom debt portfolio	Clearly articulated approach to identifying, managing, and securing lender consents across Eskom's debt portfolio.	• Comprehensively addresses all components of Eskom's debt portfolio. **6 points** • Addresses most of the components of Eskom's debt portfolio. **4 points** • Addresses some components of Eskom's debt portfolio. **2 points** • Bidder does not address any components of Eskom's debt portfolio. **0 points**	6	
3.Unbundling precedent and best practice	Demonstrated reference to restructuring or unbundling precedent and best practice in: a) Electricity sector b) Regulated utilities c) SOEs (energy sector)	• Addresses all categories listed. **3 points** • Addresses 2 of 3 categories listed. **2 points** • Addresses all 3 categories listed, but not comprehensively. **2 points** • Addresses only 1 of the categories listed. **1 point** • Does not address any of the categories listed or references are not relevant. **0 points**	3	
4. Quality of approach and method statement including risk management	Quality and realism of: a) Understanding of the scope b) Project plan and milestones c) Dependencies and critical path activities d) Resource allocation against project activities e) Governance, reporting and review points f) Project risk register identifying key project risks, their potential impact, likelihood, risk owner, risk controls, proposed mitigation measures, and a description of the processes and controls that will be applied to monitor project risks	• Comprehensively addresses all 7 requirements listed. **5 points** • Comprehensively addresses 5 or 6 requirements, including project plan and milestones. **4 points** • Addresses all 7 requirements, but not comprehensively. **4 points** • Comprehensively addresses 4 requirements, including project plan and milestones**. 3 points** • Addresses 3 requirements. **2 points** • Addresses fewer than 3 of the requirements. **0 points**	5	

	throughout the project lifecycle g) Dispute-resolution mechanism			
C. ORGANOGRAM AND KEY PERSONNEL			**20**	
1. Project organogram	Project organogram clearly illustrating roles and responsibilities, reporting lines, governance arrangements and resource allocation (*as per Table 2 above*)	• Addresses all requirements and includes all resources**. 9 points** • Addresses most of the requirements and includes 5 or all resources. **6 points** • Addresses most of the requirements, but fewer than 5 of the resources. **4 points** • No organogram or allocation of responsibilities as per the scope. **0 points**	9	
2. Experience of personnel	Experience and demonstrated capability of key personnel on similar assignments	• Fully meets the requirements. **8 points** • Most resources fully meet experience and qualifications requirements. **6 points** • Few resources fully meet experience and qualifications requirements. **0 points**	8	
3. Commitment to the assignment	Resource allocation, availability and commitment of key personnel for the duration of the project	• 6 or 7 resources with commitment confirmation**. 3 points** • 5 resources with commitment confirmation**. 2 points** • 4 resources with commitment confirmation**. 1 point** • Fewer than 4 resources with commitment confirmation **– 0 points**	3	

26.5 **<u>Third Stage: Price</u>**

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).

IFISA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO SUPPORT THE ESTABLISHMENT OF A FULLY INDEPENDENT TRANSMISSION SYSTEM OPERATOR SOC LIMITED (TSO)

1. INTRODUCTION AND BACKGROUND

Infrastructure Finance and Implementation Support Agency (**IFISA**) is pleased to invite suitably qualified and experienced Transaction Advisors to support the establishment of a fully independent, state-owned Transmission System Operator (TSO) in South Africa.

The appointed advisors will provide integrated financial, legal and tax advisory services to advise the National Treasury on the detailed structuring of the transaction and a lender engagement strategy and support the National Treasury in the execution thereof, with additional post transaction support.

South Africa has embarked on a process of fundamental reform of the electricity sector to achieve a reliable, affordable and sustainable supply of electricity for all South Africans. This reform process is embedded in a policy framework that includes the Energy Policy White Paper, the Eskom Roadmap, and the Energy Action Plan announced by the President in response to severe load shedding. At the heart of the reform is the establishment of a competitive electricity market in which multiple generators, both public and private, will compete to provide electricity most efficiently and at the lowest cost and ultimately ensure that electricity is delivered at affordable prices to power growth, create jobs and enable access to all households.

The restructuring of Eskom is a key enabler of the broader electricity reform agenda. Independent transmission, system and market operation is the vital foundation for the competitive wholesale electricity market because it removes the inherent conflict of interest found in vertically integrated utilities. When a single company owns both power plants and transmission network, it faces a strong incentive to favour its own power plants and restrict access to competitors.

Establishing a fully independent Transmission System Operator is therefore a key policy objective enshrined in legislation through the amendment of the Electricity Regulation Act (ERA) in 2024. The ERA requires the establishment of the Transmission System Operator SOC Limited (TSO) within five years of the Act's commencement, responsible for transmission, system operation, market operation, and central purchasing. Given its important role in the broader objectives of electricity sector reform, government's intention is to complete the TSO establishment as soon as possible.

The Eskom Restructuring Task Team (ERTT) has been established under the National Energy Crisis Committee (NECOM) in order to develop a detailed proposal and implementation plan for establishing the independent, state-owned TSO with ownership and control of the transmission assets. The task team is co-chaired by the Director-General in the Presidency and the Director-General of National Treasury, with the Director-General of National Treasury acting as its convenor and overseeing its work. The Task Team's work is further overseen by a Steering Committee comprising the Minister of Electricity and Energy, the Minister in the Presidency, and the Minister of Finance.

In line with its mandate, the ERTT has developed a high-level proposal for the optimal approach to establishing the TSO, which has been submitted to the President. This demonstrates a broad approach to the restructuring that fulfils the requirements and suggests that the restructuring is feasible and in line with international best practice. During Phase II, the ERTT must deliver a detailed implementation plan with timeframes for completing the restructuring in the manner proposed. Simultaneously, the ERTT will undertake detailed transaction structuring to optimise tax efficiency, and minimise implementation and consent risks as well as value leakage. The proposed restructuring is likely to trigger consent requirements across a substantial portion of Eskom's debt portfolio, so a strategy for engaging with and securing the required consents from lenders must also be developed.

2. PROJECT BRIEF

IFISA, on behalf of National Treasury, wishes to appoint Transaction Advisors to provide integrated financial, legal and tax advisory services to advise on the detailed structuring of the transaction and lender engagement and support the National Treasury in the execution thereof, including but not limited to drafting the required transaction and communication documentation, facilitating and supporting National Treasury in engagements with the relevant stakeholders to secure the necessary regulatory approvals and creditor consents, and supporting the execution of the transaction through to close. In addition, National Treasury requires support in securing cost-effective financing for the transaction and capital expenditure requirements of Eskom, TSO and the fiscus.

The Transaction Advisors are not required to revisit or re-evaluate the policy decision (i.e. establishment of a TSO with ownership and control of the transmission network and other assets associated with its statutory functions, separate from Eskom) and will be required to review and build on the work that has already been undertaken by the Eskom Restructuring Task Team. The assignment is confined to advising on an optimal transaction structure for effecting the restructuring and assisting with executing the transaction in accordance with the approved roadmap.

For the purposes of this tender, references to the energy sector exclude fuel and gas sub-sectors. The scope covers activities related solely to electricity generation, transmission, and distribution, excluding any fuel, gas, or related sub-sectors.

3. PRINCIPLES

In terms of the ERTT’s mandate, the approach to establishing the TSO must fulfil the following core principles to achieve the end state of a fully independent state-owned Transmission System Operator in a manner that minimises financial, operational and fiscal risk while maintaining energy security and investor confidence:

3.1 Maintain energy security;

3.2 Ensure full independence of the TSO from all market participants;

3.3 Ensure that ownership of the transmission network and any other assets associated with fulfilling the statutory functions assigned to the TSO in terms of the ERA is separated from Eskom;

3.4 Ensure that Eskom is not worse off than its current financial position following the restructuring, and that the TSO is financially sustainable;

3.5 Ensure that the TSO is able to raise the funding required for investment in infrastructure in line with the Transmission Development Plan;

3.6 Avoid any qualified opinion for Eskom, the National Transmission Company of South Africa (NTCSA), or the TSO and ensure that lender concerns are addressed to avoid any default;

3.7 Minimise any impact on South Africa’s fiscal position;

3.8 Prevent any undue financial burden on electricity users;

3.9 Promote the objectives of electricity market reform, including the successful introduction of independent transmission projects (ITPs); and

3.10 Ensure that the establishment of the TSO is completed by 31 December 2027.

4. SCOPE OF WORK

4.1. The Transaction Advisor will be required to:

- Review the proposal developed by the Eskom Restructuring Task Team for effecting the restructuring and supporting documentation.
- Advise on the tax-efficient execution of asset transfers, including de-grouping tax, VAT, capital gains tax, dividends tax, securities transfer tax, transfer duty, company income tax, and carbon tax implications and propose potential changes to the tax legislation to mitigate such implications.
- Advise on the legal mechanisms for transfer of assets, liabilities, and contracts to successor entities.
- Advise on structures to mitigate risks related to securing lender consents.
- Advise on the optimal transaction structuring taking into account tax efficiency and the need to minimise execution, consent, operational and other risks.
- Confirm the transaction perimeter (assets, liabilities, contracts, and employees) for each entity.
- Confirm the opening capital structure of each entity, and the allocation of existing debt and government guarantees, including the treatment of intercompany balances and allocation of costs.
- Leveraging as far as possible the existing financial model that has been built, prepare a transaction-level financial model reflecting the proposed transaction structure and its fiscal and balance sheet implications for the shareholder and the remaining and successor entities to ensure current and future sustainability of the entities.
- Undertake a confirmatory due diligence and validate the independent valuation of the NTCSA.
- Ensure that all transaction documentation required to give effect to the unbundling is drafted, including transfer agreements, shareholder and inter-company agreements (transmission use-of-system, power purchase, shared services, and transitional services), board and shareholder resolutions, and any subordinate legislation or licence applications required.
- Support applications for the regulatory approvals, competition clearances, and tax rulings required to close the transaction.

- Working with other advisors, identify all consents, waivers, and amendments required from existing lenders, bondholders, guaranteed creditors, and major counterparties, and support negotiations to secure them.
- Advise on the development of a strategy for and facilitate engagements with rating agencies and lenders to secure the required consents, waivers, amendments or approvals and ensure materials to support engagement by the National Treasury, the Department of Electricity and Energy, Eskom, NTCSA, TSO with other stakeholders as required to close the transaction are prepared.
- Advise on and facilitate engagement with potential lenders to secure cost-effective financing for Eskom, TSO and the fiscus to finance the transaction and future capital investment.
- If required, advise on and facilitate engagement with potential minority equity investors to reduce the fiscal impact of the transaction.
- Identify execution risks, conditions precedent, and key interdependencies, and develop a step-by-step implementation plan for the legal separation of the NTCSA from Eskom in order to create the TSO
- Support execution of the implementation plan through to legal effective date, including completion of conditions precedent, signing and closing of transaction documents, and the set-up of successor entities to the extent required for transaction close.
- Advise on the issues that will need to be addressed in the execution of the transaction, including the transfer of staff, assets, and contracts, and identify risks to implementation and propose mitigation measures for consideration.
- Advise the National Treasury on any conflicts of interest that may arise.
- Recommend a dispute resolution mechanism between stakeholders during the course of the Project.
- Provide further follow-up advice as may be requested during a defined transitional period of up to four months to address residual transaction issues.

4.2. The Transaction Advisor shall engage with the Presidency, the Department of Electricity and Energy, Eskom, the NTCSA, the National Energy Regulator of South Africa, and their appointed advisors to review and leverage existing analyses, studies, and work products, with the objective of minimising duplication of work and optimising project efficiency. The National Treasury will facilitate these engagements as required. The Transaction Advisor shall, however, remain independent in the execution of its mandate, and any engagement with stakeholders and their advisors shall not compromise the Transaction Advisor’s impartiality, objectivity, or professional judgment

Key deliverables for the above tasks are listed in Table 1 below:

Table 3: Key Deliverables

DELIVERABLES	DESCRIPTION OF DELIVERABLE	TARGET COMPLETION DATE
Deliverable 1 **Inception Report**	Confirmation of understanding of the assignment, scope, methodology, and project plan for its delivery with key milestones and timelines. Outline of the overall approach to the assignment based on the review of existing documents.	Within one (1) month from the date of appointment
Deliverable 2: **Report on the Optimal Transaction Structure, and Lender Engagement Strategy**	The report shall include, among others: i. Validated independent valuation of NTCSA. ii. Recommendations relating to the optimal transaction structure and legal mechanism for executing the unbundling that optimises tax efficiency and minimises execution, consent, operational and other risks. iii. Recommendations relating to the strategy for engagement with lenders. iv. Implementation plan and risk analysis for the execution of the legal separation of the NTCSA from Eskom in order to create the TSO.	Eight (8) weeks after submitting an inception report (three (3) months from date of appointment)
Deliverable 3: **Transaction-level Financial Model Report**	A transaction-level financial model reflecting the proposed transaction structure and its fiscal and balance sheet implications for the shareholder and the remaining and successor entities, together with a funding requirements analysis.	
Deliverable 4 **Material for engagements with lenders, and rating agencies including Creditor and Lender Consent Packs**	Material for engagements with lenders and rating agencies, including Creditor and Lender Consent Packs, and ongoing support for lender engagements.	Eight (8) weeks after Deliverable 1 (three (3) months from date of appointment) Lender consent status updates every month post achieving Deliverable 4.

		Final lender consent and all regulatory approvals to be achieved by target date.
Deliverable 5 **Final integrated transaction report including supporting documentation**	Full suite of transaction documentation required to close the transaction.	One (1) year from date of appointment
Deliverable 6 **Execution to close**	Satisfaction of conditions precedent, signing and closing of transaction documents, set up of successor entities	Eight (8) weeks after Deliverable 5
Deliverable 7 **Post transaction support**	Follow up advice on residual transaction issues during defined transitional period	Four (4) months after execution of the transaction

5. KEY AREAS OF COMPETENCY

5.1. The Transaction Advisor will be required to demonstrate that the members of the team that it proposes working on the transaction have the knowledge, skills and experience as well as the requisite capacity to provide support over the envisaged period in the following areas:

i. Knowledge of the relevant South African and international legal framework and tax legislation governing such transactions and experience in structuring similar kinds of corporate restructuring transactions to optimize tax efficiency and minimize value leakage as well as minimize the risk of securing lender consents, implementation and operational risks. Experience in structuring transactions for sovereigns and/or state-owned entities would be preferable.

ii. Experience and capacity in developing transaction-level financial models to value target companies and quantify the financial implications of similar kinds of corporate restructuring transactions. Specific experience in such modelling for utility companies operating in the electricity sector would be preferable.

iii. Experience in implementing similar corporate restructuring transactions internationally and in South Africa, including drafting the required transaction agreements, board resolutions, applications for regulatory approvals, competition clearances, and tax rulings, obtaining the required approvals and sign-offs, and setting up the necessary companies.

iv. Experience in developing a lender engagement strategy, facilitating engagements with lenders, developing the required documentation, and obtaining the required consents for similar corporate restructuring transactions internationally and in South Africa. Experience in dealing with the full range of South African and international bond investors, Development Finance Institutions, Export Credit Agencies, South African and international banks on such transactions and knowledge of the requirements (e.g. Johannesburg Stock Exchange regulations) would be preferable.

v. Experience in securing cost-effective financing for similar kinds of corporate restructuring transactions, sovereign borrowing, and/or capital expenditure by utility companies operating in the electricity sector.

Team Composition And Key Personnel: The Key Personnel for the Scope of Work are listed in Table 2 below:

Table 4: Key Personnel

ROLE	ACADEMIC QUALIFICATIONS & PROFESSIONAL REGISTRATION	MINIMUM DEMONSTRATED EXPERIENCE
Lead Transaction Advisor	Minimum of a post graduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or any quantitative degree. The proposed resource may be registered as a Chartered Accountant, Chartered Financial Analyst, or any equivalent professional registration, or alternatively, the proposed resource must possess an MCom in Finance or MBA (Finance specialization) or similar NQF Level 9 or above qualification, or LLM or equivalent postgraduate degree (NQF Level 9) in Corporate Law, Commercial Law, Tax Law, Banking Law or Public Law or similar.	15+ years leading comparable corporate restructuring, demerger, carve-out or unbundling transactions in South Africa and internationally, including electricity sector, regulated utility and/or state-owned enterprise (SOE) experience.
Corporate Restructuring Lead	A registered Chartered Accountant or Chartered Financial Analyst or equivalent professional registration or alternatively, the proposed resource must possess a Masters in Finance or MBA (Finance specialization) or similar NQF Level 9 or above qualification.	15+ years leading corporate finance, restructuring, mergers and acquisitions as well as capital restructuring transactions in South Africa and/or internationally. Electricity sector and/or regulated utility experience is preferable.
Debt and Capital Markets Lead	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or any quantitative degree.	15+ years securing lender consents and engaging with rating agencies for restructuring or refinancing transactions in South Africa and internationally. Electricity sector and/or regulated utility experience is preferable.
Tax Structuring Specialist	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or similar. Preferably a Chartered Accountant or equivalent professional	10+ years in corporate tax structuring, including de-grouping / rollover relief transactions in South Africa. Electricity sector and/or regulated utility experience is preferable.

	registration or registered tax practitioner or adviser.	
Financial Modelling Specialist *	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, business management or any quantitative degree. Preferably a Chartered Accountant or equivalent professional registration, Chartered Financial Analyst, or in possession of a Masters in Finance or MBA (Finance specialization) or similar NQF Level 9 or above qualification.	10+ years building transaction-level models for infrastructure, electricity sector or regulated utility entities.
Valuation Specialist*	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or any quantitative degree. Preferably a Chartered Accountant or equivalent professional registration, Chartered Financial Analyst, or in possession of a Masters in Finance or MBA (Finance specialization) or similar NQF Level 9 or above qualification.	10+ years valuing companies as part of a corporate restructuring, demerger, carve-out or unbundling transaction. Electricity sector and/or regulated utility experience is preferable.
Legal and Regulatory Specialist	Minimum of an LLB or equivalent (NQF Level 8 or above) postgraduate degree in Corporate Law, Commercial Law, Tax Law, Banking Law or Public Law or similar.	10+ years advising on corporate restructurings in South Africa and drafting transfer, shareholder and inter-company agreements for corporate restructurings. Electricity sector and/or regulated utility experience as well as knowledge of UK and US law governing Eskom loan and bond agreements is preferable.

6. IMPORTANT NOTES TO BIDDERS

6.1 The bidder must demonstrate sufficient experience relevant to this scope both internationally and in South Africa. The bidder should highlight prior assignments where the firm successfully executed work of a similar complexity and scale in respect of large electricity utilities and/or state-owned entities. Bidders are encouraged to utilise the standard template provided in **Appendix B** as a guideline to ensure that all required information is submitted in a clear and consistent format. Each project to be supported by a contactable reference.

6.2 The bidder shall propose a multidisciplinary team of suitably qualified and experienced professionals with proven capacity and capability with the knowledge, skills and experience to provide support over the envisaged period.

6.3 In the multidisciplinary team, the bidder shall indicate the Lead Transaction Advisor, who will be responsible for overall coordination and technical leadership of the assignment. The Lead Transaction Advisor shall have experience in leading or advising on corporate restructurings internationally, and should preferably have experience in the electricity sector, notably state-owned utilities. The lead advisor must be supported by other team members with demonstratable international and South African experience in advising on similar corporate restructuring transactions internationally and in South Africa.

6.4 As per the Key Personnel (Table 2 in Section 5), the multidisciplinary team in the proposed organogram must include, but need not be limited to:

- **i.** Lead Transaction Advisor
- **ii.** Corporate Restructuring Lead
- **iii.** Debt and Capital Markets Lead
- **iv.** Tax Structuring Specialist
- **v.** Legal and Regulatory Specialist
- **vi.** Financial Modelling Specialist
- **vii.** Valuation Specialist

6.5 All proposed team members shall possess appropriate qualifications, professional registration (where applicable), and demonstrable experience working on transactions of a similar complexity and scale necessary to effectively execute the scope of work. Copies of academic qualifications must be attached alongside the CV of each person proposed. All documents should be in English or be translated or explained in English.

6.6 The Financial Modelling Specialist and Valuation Specialist (indicated with an asterisk in Table 2 above) do not necessarily need to be separate individual resources for each role. Instead, those bidders who wish to consolidate those two roles are permitted to do so, provided that all required roles, responsibilities and functions are clearly addressed in the CV and the respective proposed resource has experience and qualifications to perform both roles.

6.7 Bidders are advised that all information and documentation submitted as part of this tender process will be relied upon in the evaluation and decision-making process. **<u>No additional or missing documents</u>** will be requested or accepted once the tender is closed.

6.8 The composition of the proposed team shall remain consistent for the duration of the assignment to ensure continuity and quality of service. Any proposed replacement or substitution of key team members shall be subject to prior written approval by IFISA. Such a request must be accompanied by formal justification and the curriculum vitae of the proposed replacement, who must possess qualifications and experience equal to or superior to those of the originally approved individual.

6.9 Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in **Appendix A (Part 1 & 2)** as a guideline to ensure that all required information is submitted in a clear and consistent format. Comprehensive Curriculum Vitaes (CVs) shall be submitted for all proposed team members, clearly indicating each individual’s:

a. Proposed role within this assignment;

b. Relevant experience directly related to the assignment;
c. Projects completed with clear scope and value;
d. Total number of years of professional experience (traceable and verifiable); and
e. Contactable references from previous or current assignments of a similar nature and scale.

6.10 The bidder should submit the following information as part of the bid document:

a. Company profile, referencing experience in similar transactions;
b. CVs and evidence of qualifications and professional registration;
c. The proposed scope of work approach and methodology necessary to achieve project objectives and tasks identified in this ToR;
d. Total proposal should not exceed more than 50 pages (Methodology and Approach), excluding CVs and qualifications);
e. If the Transaction Advisor feels that additional tasks or components within a required task are suggested or warranted, these should be stated and delineated in the proposal.

7. TENDERING REQUIREMENTS

7.1. The evaluation of bidders' submissions will be conducted in accordance with the National Treasury prescripts, DBSA policies and bid conditions, and will encompass the following five key evaluation phases:

- **Step 1:** Eligibility Criteria – to determine compliance with the mandatory administrative and statutory requirements. This criterion should be met for the evaluation to proceed to Step 2: Functional Criteria.
- **Step 2:** Functionality Criteria – to assess the bidder's technical capability and capacity to deliver the required services. This criterion should be met with the minimum score stipulated for the evaluation to proceed to Step 3: Price.
- **Step 3:** Price – assess the reasonableness of the price offered, seek clarification and negotiation where possible.
- **Step 4:** Preference – to evaluate the final financial proposal in line with the 80/20 preference-point system where 80 represents price and 20 BBBEE points.
- **Step 5:** Objective Criteria & Risk Analysis: To assess employer's appetite to risks and other considerations.

7.2. STEP 1: Eligibility Criteria

- All Bidders shall attend a compulsory Tender Briefing and complete an attendance register to record their attendance. Only Bidders whose attendance was recorded at the time of the compulsory Tender Briefing will be considered and evaluated when the tender closes and tender submissions are received.

- The compulsory briefing session will be conducted on a virtual platform (MS Teams). The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.
- Bidders are expected to return the bid documents in the manner described in these Terms of Reference.
- Bidders must submit their pricing proposals in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, transaction reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.
- Each bidder submitting proposals shall submit distinct and dedicated resources to meet the respective eligibility and functionality requirements (in Table 3 below).
- All communications and deliverables should be in English.
- The submission of Company experience and resources mentioned in Table 3 below, which provides a summary of the Eligibility criteria.
- Regarding the list of completed transactions to be submitted by the Company, as specified under Sub-Criterion 1.1 and by relevant experts in sub criteria 2.1, 2.2 and 2.3 in Table 3 below, bidders are strongly advised to provide several transactions exceeding the stated minimum requirement. This is to mitigate the risk of any transaction being excluded due to incomplete information or documentation. The key resources must be clearly identified and aligned to the specific role for which they are being evaluated.
- Company experience mentioned in sub criteria 1.1 in Table 3 must be accompanied by contactable references from previous clients who can confirm that each transaction was **successfully completed.** Bidders are encouraged to utilise the standard template provided in **Appendix B** as a guideline or reproduce a form that has all the details in **Appendix B** to ensure that all required information is submitted in a clear and consistent manner. All assignments or projects submitted and to be evaluated must have been **completed.**
- A bidder that meets all the above requirements will then be assessed on the functionality criteria.

Table 5: Eligibility Criteria

#	ELIGIBILITY CRITERIA	Yes/No
1	**Company Experience**	

1.1	Submit at least two (2) assignments or projects with a minimum enterprise value, transaction value or asset value of R50 billion (each) where the company successfully led or advised on corporate restructuring, demerger, carve-out or unbundling transactions both internationally and in South Africa, obtained lender consents, and developed scenario-based financial models to test the financial implications, and financing options for the transaction. This track record should emphasize the company's ability to manage high-value projects, navigate complex regulatory and policy frameworks, and provide actionable insights that strengthen institutional stability and facilitate restructurings that ensure long-term financial sustainability.	
7 KEY PERSONNEL		
2.1	**Lead Transaction Advisor**	
A	Minimum of a post graduate degree (NQF Level 8) in accounting, finance, economics, commerce, law or business management or any quantitative degree. The proposed resource may be registered as a Chartered Accountant, Chartered Financial Analyst, or equivalent or have a Masters in Finance or MBA (Finance specialisation) or similar, LLM or equivalent postgraduate degree in Corporate Law, Commercial Law, Tax Law, Banking Law or Public Law or similar. **Submit membership certificate and/or mentioned qualifications as proof of registration*	
B	<u>Minimum 15 years' experience</u> leading on corporate restructuring, demerger, carve-out or unbundling transactions in South Africa and internationally. *Submit a detailed work history which includes the organisation, transactions, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.*	
C	In addition to relevant experience under (b), the expert must possess the following transaction experience: • Lead advisor on at least three major corporate restructuring, demerger, carve-out or unbundling transactions; • Of these three, at least one must be a transaction involving public entities or regulated utilities, preferably in the electricity sector; and • At least two of the three transactions must exceed R50 billion enterprise, transaction or asset value each *The project experience submitted must demonstrate direct relevance to the proposed role and include project description, client, project or transaction value, duration, specific role*	

	undertaken by the specialist, key outputs and contactable client references.	
2.2	**Corporate Restructuring Lead**	
A	A registered Chartered Accountant or equivalent professional registration or Chartered Financial Analyst or alternatively, the proposed resource must possess a Masters in Finance or MBA (Finance specialisation) or similar NQF level 9 or above qualification. **Submit membership certificate and/or mentioned qualifications as proof of registration*	
B	Minimum 15 years' experience leading on corporate finance for restructuring, demerger, carve-out or unbundling transactions in South Africa and/or internationally. *Submit a detailed work history which includes the organisation, transactions, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.*	
C	In addition to relevant experience under (b), the expert must possess the following transaction experience: • Lead advisor on at least three major corporate restructuring, demerger, carve-out, or unbundling transactions; • At least one of the three transactions must exceed R20 billion enterprise, transaction or asset value each *The project experience submitted must demonstrate direct relevance to the proposed role and include project description, client, project or transaction value, duration, specific role undertaken by the specialist, key outputs and contactable client references.*	
2.3	**Debt and Capital Markets Lead**	
A	Minimum of a postgraduate degree (NQF Level 8) in accounting, finance, economics, commerce, or business management or any quantitative degree. **Submit proof of qualification(s)*	
B	Minimum 15 years' experience leading on debt and capital markets, engagement with lenders and securing consents to effect on corporate restructuring, demerger, carve-out unbundling or debt restructuring transactions in South Africa and internationally. Experience in dealing with the full range of South African and international bondholders and other lenders.	

	Submit a detailed work history which includes the organisation, projects, role, tenor (indicating the dates of commencement and departure) and responsibilities should be provided to support the number of years of professional experience.	
C	In addition to the relevant experience under (b), the expert must possess the following project experience: • At least 3 corporate restructuring, demerger, carve-out, unbundling or debt restructuring transactions where consent from lenders had to be obtained; • At least one of the three transactions must exceed R20 billion enterprise, transaction or asset value each	

7.3. STEP 2: Functionality Criteria

- Only bidders who meet and pass all eligibility requirements above (Step 1) will proceed to this phase: the functionality evaluation stage.
- At this stage, bidders will be assessed on the company track record and institutional capability, proposed methodology and approach and team composition as outlined in **Table 4 below.**
- Each bidder submitting proposals shall submit distinct and dedicated resources to meet the respective functionality requirements (in Table 4 below).
- To pass the Functionality criteria, a bidder must obtain a minimum score of **70 points out of a total of 100 points**. Bidders who fail to meet the minimum threshold will be deemed non-responsive and will not be considered further.
- Only bidders who meet or exceed the prescribed functionality threshold will have their financial proposals opened and subjected to a comprehensive price and preference evaluation (Step 3 and 4).
- Preference will be given to bidders who demonstrate successful completion of at least 3 assignments of comparable size involving corporate restructuring, preferably of electricity sector, regulated utilities or SOEs involving complex lender consent and debt restructuring processes in South Africa and internationally.
- Track record / Bidder's experience must be submitted as per requirements in Table 4. Bidders are encouraged to utilise the standard template provided in **Appendix B** as a guideline or reproduce a form that has all the details in **Appendix B** to ensure that all required information is submitted in a clear and consistent manner.
- Projects with values denominated in foreign currencies must be converted into South African Rand (ZAR). The conversion must be calculated using the applicable exchange rate on the tender issue date.
- **PROPOSED TEAM AND KEY PERSONNEL**
    - c) Bidders must submit:
        - vii. A project organogram clearly illustrating reporting lines, governance arrangements, and resource allocation.
        - viii. The names of all key personnel nominated for the Project.
        - ix. Detailed CVs of key personnel.
        - x. A description of the roles and responsibilities of each proposed resource.
        - xi. The percentage allocation/availability of key resources for the duration of the Project.
        - xii. Evidence of relevant qualifications, certifications, and experience.

d) Bidders are encouraged to utilise the Curriculum Vitae (CV) standard template provided in **Appendix A (Part 1 & 2)** as a guideline to ensure that all required information is submitted in a clear and consistent format.

Table 6: Functional Criteria

#	Criteria		Maximum Points	Score
A. TRACK RECORD AND INSTITUTIONAL CAPABILITY				
Demonstrate detailed organisational experience and capability in delivery of transactions of a similar scale, complexity and nature both internationally and in South Africa. Transaction history should collectively demonstrate experience in corporate restructuring, demerger, carve-out or unbundling transactions, preferably of electricity sector, regulated utilities or SOEs.				
A	**Sub criteria**	**Sub points:**	**60**	
1. Experience in complex, large-scale projects	Experience related to corporate restructuring, carve-out, demerger or unbundling transactions of a similar scale and complexity.	• Demonstrable experience in a minimum of three (3) projects that address both sub criteria *(A1 and A2)* and have an individual transaction, asset or enterprise value of R50 billion or more both internationally and in South Africa. **50 points** • Demonstrable experience in a minimum of three (3) projects that address both sub criteria *(A1 and A2),* and have an individual transaction, asset or enterprise value of R50 billion or more internationally and/or in South Africa. **35 points** • Demonstrable experience in a minimum of two (2) projects that address both sub criteria *(A1 and A2),* and have an individual transaction, asset or enterprise value of R50 billion or more internationally and/or in South Africa. **25 points**	50	

2. Experience in lender consents	Experience with lender consent processes, debt restructuring, capital structure optimisation and engagements with bondholders, DFIs, MDBs and commercial lenders of a similar scale and complexity	• Demonstrable experience in a minimum of one (1) project that addresses both sub criteria *(A1 and A2),* and has a transaction, asset or enterprise value of R50 billion or more in South Africa and/or internationally. **15 points** • Experience not clearly articulated, or incomplete, or no amounts provided, or does not cover both sub criteria *(A(1) and 2),* or has a combined transaction, asset or enterprise value less than R50 billion. **0 points**		
3. Restructuring or unbundling projects	Demonstrated experience (through a list of projects completed) advising in restructuring or unbundling projects relating to: (4) The electricity sector (5) Regulated utilities (6) State-owned entities	Experience (**through a list of completed projects**) and scoring broken down as follows: • Experience in all 3 categories listed. **10 points** • Experience in 2 categories listed. **5 points** Experience in 1 category listed. **2 points** • No experience in any of the categories listed. **0 points**	10	
B. METHODOLOGY & APPROACH			**20**	
1. Approach to restructuring	Clearly articulated approach to transaction structuring addressing: e) Legal mechanism f) Tax considerations g) Lender considerations h) Financing	• Comprehensively addresses all 4 requirements listed. **6 points** • Comprehensively addresses 3 of the 4 requirements. **4 points** • Addresses all 4 requirements, but not comprehensively. **4 points** • Comprehensively addresses 2 of the 4 requirements. **2 points** • Bidder addressed 1 or fewer of the requirements or approach	6	

		outlined is not realistic. **0 points**		
2. Approach to Eskom debt portfolio	Clearly articulated approach to identifying, managing, and securing lender consents across Eskom's debt portfolio.	• Comprehensively addresses all components of Eskom's debt portfolio. **6 points** • Addresses most of the components of Eskom's debt portfolio. **4 points** • Addresses some components of Eskom's debt portfolio. **2 points** • Bidder does not address any components of Eskom's debt portfolio. **0 points**	6	
3.Unbundling precedent and best practice	Demonstrated reference to restructuring or unbundling precedent and best practice in: d) Electricity sector e) Regulated utilities f) SOEs (energy sector)	• Addresses all categories listed. **3 points** • Addresses 2 of 3 categories listed. **2 points** • Addresses all 3 categories listed, but not comprehensively. **2 points** • Addresses only 1 of the categories listed. **1 point** • Does not address any of the categories listed or references are not relevant. **0 points**	3	
4. Quality of approach and method statement including risk management	Quality and realism of: h) Understanding of the scope i) Project plan and milestones j) Dependencies and critical path activities k) Resource allocation against project activities l) Governance, reporting and review points m) Project risk register identifying key project risks, their potential impact, likelihood, risk owner, risk controls, proposed mitigation measures, and a	• Comprehensively addresses all 7 requirements listed. **5 points** • Comprehensively addresses 5 or 6 requirements, including project plan and milestones. **4 points** • Addresses all 7 requirements, but not comprehensively. **4 points** • Comprehensively addresses 4 requirements, including project plan and milestones**. 3 points** • Addresses 3 requirements. **2 points**	5	

	description of the processes and controls that will be applied to monitor project risks throughout the project lifecycle n) Dispute-resolution mechanism	• Addresses fewer than 3 of the requirements. **0 points**		
C. ORGANOGRAM AND KEY PERSONNEL			**20**	
1. Project organogram	Project organogram clearly illustrating roles and responsibilities, reporting lines, governance arrangements and resource allocation (*as per Table 2 above*)	• Addresses all requirements and includes all resources**. 9 points** • Addresses most of the requirements and includes 5 or all resources. **6 points** • Addresses most of the requirements, but fewer than 5 of the resources. **4 points** • No organogram or allocation of responsibilities as per the scope. **0 points**	9	
2. Experience of personnel	Experience and demonstrated capability of key personnel on similar assignments	• Fully meets the requirements. **8 points** • Most resources fully meet experience and qualifications requirements. **6 points** • Few resources fully meet experience and qualifications requirements. **0 points**	8	
3. Commitment to the assignment	Resource allocation, availability and commitment of key personnel for the duration of the project	• 6 or 7 resources with commitment confirmation**. 3 points** • 5 resources with commitment confirmation**. 2 points** • 4 resources with commitment confirmation**. 1 point**	3	

		• Fewer than 4 resources with commitment confirmation **– 0 points**		

7.4. STEP 3: Price Proposal

- Only bidders who meet and pass Step(s) 1 and 2 above will proceed to this phase: the Price Proposal.
- Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked "pricing proposal". The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.
- BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.
- This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the service provider is required to propose pricing on a lump sum basis, broken down by stages (detailed in Table 1 above), using Table 5 below. The pricing per stage must be split per deliverable in that stage.
- A comprehensive rate card must be included covering all categories of resources proposed for the project, including specialists and any other relevant expertise. In addition, bidders must submit for each deliverable: Resource(s), Rate per resource, Hours required and Total cost.
- The scope of work will require the successful bidder to travel or visit the project site. Therefore, the price offer should be all-inclusive.
- All prices and rates should include associated disbursements and exclude VAT. Bidders must account for discounts and inflation in their pricing, as no price escalation will be permitted during implementation. All rates agreed with IFISA shall be fixed and final. The Total tendered amount at the bottom shall include 15% VAT.
- Should bidders require any additional information to complete their quotations, all queries must be submitted via email. Responses to such queries will be provided in writing and copies of replies will be circulated to all bidders to ensure fairness and transparency.
- The pricing offer will be binding upon acceptance by IFISA. Nonetheless, the IFISA reserves the right to negotiate the pricing offer with the preferred bidder.
- The Contingency Sum (10%) to be priced for in the Pricing Schedule(s) shall be utilised solely for the specific purposes defined by the Employer and only upon the prior written

instruction or approval of the Employer. The Service provider shall not incur any expenditure or undertake any work against a Contingency amount without such approval.

- Before commencing any instructed work not covered by the Pricing Schedule, the service provider shall submit a detailed written quotation for the Employer's approval, setting out the scope of the work, cost components, and anticipated duration of the services. No such work shall proceed unless and until the quotation has been formally approved in writing by the Employer. The applicable rates provided above (bullet above) may be used for purposes of a quotation preparation.
- The Contingency amount shall only be utilized at the discretion of the employer.

Table 7: Pricing Proposal

DELIVERABLES	Percentage (%) (cumulative)	QUANTITY	AMOUNT (ZAR)
Deliverable 1: Inception Report	20%	1	
Deliverable 2: Report on the Optimal Transaction Structure, and Lender Engagement Strategy	30%	1	
Deliverable 3: Transaction- level Financial Model Report	40%	1	
Deliverable 4: Material for engagements with lenders, and rating agencies including Creditor and Lender Consent Packs	50%	1	
Deliverables 5: Final integrated transaction report including supporting documentation	85%	1	
Deliverable 6: Satisfaction of conditions precedent, signing and closing of transaction documents, set up of successor entities	95%	1	
Deliverable 7: Post transaction support	100%	1	
1. **Subtotal (Excl. VAT)**			
2. **Add Disbursements** (Travelling, vehicle hire, food, printing, copies, telephone, internet and accommodation) **Excl. VAT**			
3. **Sub Total (1+2) excl. VAT)**			
4. **Add Contingency allowance / amount) – 10%**			
5. **Subtotal [3+4] (excl. VAT)**			
6. **Add VAT (15%)**			
TOTAL [5+6] (Incl. VAT)			

7.5. STEP 4: Preference

- Bidders whose prices have been clarified, negotiated, or accepted in accordance with Step 3 above will be evaluated on the 80/20 preference point system. 80 points are allocated for Price, and 20 points for B-BBEE status level.

- To qualify for preference points, bidders must submit a valid B-BBEE Certificate issued in accordance with the relevant Sector Codes by a Verification Agency accredited by the South African National Accreditation System (SANAS). The certificate must clearly display the SANAS logo and the required accreditation description. Failure to submit a valid certificate will result in the bidder scoring zero (0) preference points.

- In the case of a Joint Venture (JV), a consolidated and valid B-BBEE Certificate prepared specifically for the JV must be submitted. Alternatively, Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) with at least 51% Black ownership may submit a sworn affidavit confirming annual turnover and level of Black ownership, in line with the applicable legislative requirements.

- A bidder than meets all the above requirements will then be assessed on Step 5 Objective criteria and risk analysis.

7.6. STEP 5: Objective Criteria And Risk Analysis

- Bidders whose price and preference points have been calculated and ranked will be subjected to further due diligence to confirm full compliance with all bid requirements and conditions. The due-diligence process will consist of the following actions (we reserve the right to clarify any aspects listed hereunder where applicable):
  - If having passed Responsiveness, the bidder will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
  - Fully compliant and registered with the National Treasury Central Supplier Database.
  - No misrepresentation in the tender information submitted.
  - Previous experience of bidder and personnel, academic qualifications, professional registration or any information submitted as part of this bid.
  - Must disclose any advisory work done for Eskom, NTCSA, DBSA, IFISA or the Presidency and/or National Treasury in respect of any work of this nature for Eskom, including duration, start and end dates, and nature of activities performed. If applicable, provide an overview of potential conflicts with the current scope and a concise mitigation plan detailing proposed measures to avoid, manage, or resolve such conflicts.

    - The Transaction Advisor is not a holder of Eskom debt, a potential lender to Eskom, NTCSA, TSO or the sovereign, or a potential equity investor in TSO. Alternatively, provide an overview of potential conflicts with the current scope and a concise mitigation plan detailing proposed measures to avoid, manage, or resolve such conflicts.
    - The Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
    - The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
    - Not convicted by a court of law for fraud and corruption, and
    - Not removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- The decision to award will be based on best commercial offer and value for money principles.

7.7. Subcontracting

- Where the service provider does not have all the required expertise in-house, it may subcontract or form a consortium with other qualified and experienced firms or individual specialists to ensure full coverage of the required disciplines. Such arrangements must be clearly defined in the proposal, indicating the roles, responsibilities, and reporting lines of all consortium or subcontracted members.

- It is the responsibility of the service provider to select competent subcontractors that possess the expertise stipulated in these Terms of Reference.

- The service provider shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.

- No separate contract shall be entered into between IFISA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

- The bidder is required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement (in the case of subcontracting of natural person(s) this requirement shall not apply), and

- Notwithstanding the above, the service provider shall retain full responsibility for providing the services to the IFISA and any other Banks on the transaction. The service provider shall not subcontract the whole of the services.

8. GOVERNANCE

8.1. The Transaction Advisor will report to the Head of Asset and Liability Management in National Treasury. The Director-General of National Treasury will hold final decision making authority with respect to the work of the Transaction Advisor.

8.2. The Transaction Advisor will be required to engage with the Presidency, the Department of Electricity and Energy, Eskom, the NTCSA, the National Energy Regulator of South Africa, and other stakeholders as required to close the transaction. Such engagements will be facilitated by the National Treasury

8.3. The Transaction Advisor will be required to work collaboratively with other advisors, both of the National Treasury and other stakeholders involved in the process, and avoid as far as possible duplicating the work of these advisors while independently advising National Treasury.

8.4. The table below provides the roles and responsibilities of the key parties involved in this assignment.

Party	**Roles and Responsibilities**
IFISA **(Procurement and Contracting Authority acting on behalf of National Treasury)**	• Manage and oversee the procurement and contracting process on behalf of the National Treasury. • Administer the contractual relationship with the appointed Service Provider. • Monitor compliance with contractual obligations and agreed project governance requirements. • Facilitate administrative support relating to contract execution, amendments, and performance management where required.
Appointed Transaction Advisor	• Attend an inception and planning meeting to receive a comprehensive project brief, including the scope of work, timelines, anticipated challenges, key stakeholders, and expected deliverables. • Develop a detailed project approach and work plan, including activities, milestones, deliverables, timelines, and resource allocation. • Deliver all agreed outputs in accordance with the approved scope, quality standards, and timelines.

The Presidency	• Provide strategic guidance and project oversight throughout the assignment. • Engage with and support the Transaction Advisor as required to ensure effective delivery of the Project. • Review and provide feedback on project outputs, reports, and key deliverables within agreed timeframes. • Participate in workshops, meetings, and stakeholder engagements as necessary. • Assist in resolving issues that may affect project delivery and facilitate access to relevant information and stakeholders.
National Treasury	• Provide access to relevant data, documentation, systems, and information required for the successful execution of the assignment • Facilitate engagement with internal and external stakeholders where necessary. • Review project deliverables and provide timely comments and approvals • Make strategic and final decisions relating to the scope, direction, recommendations, and outcomes of the assignment.

9. CONDITIONS OF AWARD

The following award conditions are applicable:

9.1. The preferred bidder will be required to enter into a services agreement with IFISA on such terms as will be specified at the contracting stage, which will include IFISA's standard terms for similar agreements.

9.2. The service provider will report to the indicated representative of IFISA and may, from time to time, be required to present and submit progress reports within stipulated timeframes. The service provider will be expected to confirm professional indemnity cover for the active duration of the assignment.

9.3. The services agreement will provide for the process to be followed for the approval and payment of invoices, and the approval or adoption of deliverables, which will be based on IFISA's management of payment and approval processes for similar services.

9.4. The professionals allocated by the service provider to the assignment shall remain on the assignment unless permission is granted in writing by IFISA to change dedicated professionals. Such permission will only be granted in exceptional circumstances.

9.5. Intellectual property developed because of the service provider’s work on the assignment will vest in IFISA.

9.6. The services agreement will provide for the protection of confidential information, which will be based on IFISA’s standard terms and conditions for similar agreements.

9.7. The costs of preparing proposals and negotiating the contract are not reimbursable.

9.8. IFISA is not obligated to accept any of the proposals submitted and reserves the right to negotiate the price with the preferred bidder.

9.9. The service provider shall be precluded from undertaking any work or providing any services to any bidding consortium or members of such a consortium and/or the private party or to any eventual project that may result, directly or indirectly from these Services.

9.10. IFISA will not accept any late bid submissions. Bidders may not contact IFISA or any participant on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any efforts by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, will result in rejection of the bid.

9.11. It is the responsibility of the bidder to ensure that soft copies of documents are provided in formats that are supported by Adobe Acrobat®. All bids, or parts thereof, which cannot be opened will not be evaluated.

9.12. IFISA reserves the right to change any information in, or to issue an addendum to this document before the closing time. IFISA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right. Should IFISA exercise its right to change information, it may seek amended responses from all bidders.

9.13. Joint ventures or consortia are permitted.

9.14. IFISA has the discretion to apply an objective criterion.

9.15. IFISA reserves the right to disqualify a tenderer with unrealistic price offers.

9.16. IFISA reserves the right to negotiate to ensure the value for money principle is not compromised.

9.17. IFISA reserves the right to award the scope in full or part thereof, subject to budget availability.

9.18. In the event of a partial award, IFISA reserves the right for items excluded from the award, to be retendered in a new tender process, and

9.19. Tenderer is required to price the whole Pricing document for the project and non-adherence is noncompliance, resulting in disqualification.

10. ADDITIONS AND AMENDMENTS TO THE RFP

10.1. IFISA reserve the right to change any information in, or to issue any addendum to this RFP before the closing time. IFISA including its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

10.2. Should IFISA exercise its right to change information, it may seek amended responses from all bidders.

11. REPRESENTATIONS

11.1. No representations made by or on behalf of IFISA in relation to this RFP will be binding on the parties unless that representation is expressly incorporated into the contract ultimately entered between IFISA and the successful bidder.

12. REPORTING AND OVERSIGHT

12.1. The service provider will report to the Acting Head: IFISA or designated official. Oversight will be provided by the Asset Management and Treasury Unit (IFISA).

12.2. Service provider reports may be shared with the Project Steering Committee (PSC), National Treasury (NT), Eskom and/or any statutory body.

12.3. The Head of Asset and Liability Management in National Treasury and the Director-General of National Treasury will hold final decision-making authority with respect to the work of the Transaction Advisors and will receive a preliminary and final report from IFISA.

13. OTHER

13.1. The successful service provider will enter into an engagement letter with IFISA with the Services to be provided exclusively to IFISA and duty of care to IFISA and any other subsequent lender.

13.2. We expressly reserve the unconditional right to reject any proposal and/or accept any proposal in part or in whole.

13.3. The foregoing information is highly confidential and should not be disclosed to anyone.

14. CONFIDENTIALITY

14.1. Any confidential information obtained by either party to this contract, or arising from the implementation of this contract, shall be treated as confidential by the party receiving it and shall not be used, divulged or permitted to be divulged to any person not being a party to this contract, without the prior written consent of the other party.

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:

RFP166/2026 APPOINTMENT OF A TRANSACTION ADVISOR TO SUPPORT THE ESTABLISHMENT OF A FULLY INDEPENDENT TRANSMISSION SYSTEM OPERATOR SOC LIMITED (TSO)

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)

- Only bidders who meet and pass Step(s) 1 and 2 above will proceed to this phase: the Price Proposal.
- Bidders are kindly cautioned that the pricing proposal should be submitted in A SEPARATE FOLDER clearly marked “pricing proposal”. The proposal should not be combined with any of the other submissions, including the resource matrix, CVs, project reference list, methodology and approach proposal because these qualitative and other criteria are sought to be assessed independently of the pricing proposal.
- BIDDERS WHO FAIL TO SUBMIT THEIR PRICING PROPOSAL IN A SEPARATE FOLDER MAY FACE DISQUALIFICATION FROM THE PROCESS.
- This assignment will be a fixed-price contract, notwithstanding that cost components may be based on hourly rates. Accordingly, the service provider is required to propose pricing on a lump sum basis, broken down by stages (detailed in Table 1 above), using Table 5 below. The pricing per stage must be split per deliverable in that stage.
- A comprehensive rate card must be included covering all categories of resources proposed for the project, including specialists and any other relevant expertise. In addition, bidders must submit for each deliverable: Resource(s), Rate per resource, Hours required and Total cost.
- The scope of work will require the successful bidder to travel or visit the project site. Therefore, the price offer should be all-inclusive.
- All prices and rates should include associated disbursements and exclude VAT. Bidders must account for discounts and inflation in their pricing, as no price escalation will be permitted during implementation. All rates agreed with IFISA shall be fixed and final. The Total tendered amount at the bottom shall include 15% VAT.
- Should bidders require any additional information to complete their quotations, all queries must be submitted via email. Responses to such queries will be provided in writing and copies of replies will be circulated to all bidders to ensure fairness and transparency.
- The pricing offer will be binding upon acceptance by IFISA. Nonetheless, the IFISA reserves the right to negotiate the pricing offer with the preferred bidder.
- The Contingency Sum (10%) to be priced for in the Pricing Schedule(s) shall be utilised solely for the specific purposes defined by the Employer and only upon the prior written

instruction or approval of the Employer. The Service provider shall not incur any expenditure or undertake any work against a Contingency amount without such approval.

- Before commencing any instructed work not covered by the Pricing Schedule, the service provider shall submit a detailed written quotation for the Employer's approval, setting out the scope of the work, cost components, and anticipated duration of the services. No such work shall proceed unless and until the quotation has been formally approved in writing by the Employer. The applicable rates provided above (bullet above) may be used for purposes of a quotation preparation.
- The Contingency amount shall only be utilized at the discretion of the employer.

Table 8: Pricing Proposal

DELIVERABLES	Percentage (%) (cumulative)	QUANTITY	AMOUNT (ZAR)
Deliverable 1: Inception Report	20%	1	
Deliverable 2: Report on the Optimal Transaction Structure, and Lender Engagement Strategy	30%	1	
Deliverable 3: Transaction- level Financial Model Report	40%	1	
Deliverable 4: Material for engagements with lenders, and rating agencies including Creditor and Lender Consent Packs	50%	1	
Deliverables 5: Final integrated transaction report including supporting documentation	85%	1	
Deliverable 6: Satisfaction of conditions precedent, signing and closing of transaction documents, set up of successor entities	95%	1	
Deliverable 7: Post transaction support	100%	1	
7. **Subtotal (Excl. VAT)**			
8. **Add Disbursements** (Travelling, vehicle hire, food, printing, copies, telephone, internet and accommodation) **Excl. VAT**			
9. **Sub Total (1+2) excl. VAT)**			
10. **Add Contingency allowance / amount) – 10%**			
11. **Subtotal [3+4] (excl. VAT)**			
12. **Add VAT (15%)**			
TOTAL [5+6] (Incl. VAT)			

APPENDIX A: STANDARD CV TEMPLATE

Part 1

CV Template		
Proposed resource Information		
Proposed Position as per the TOR		
Name of the Firm		
Date of Employment		
Name of the staff member		
Date of birth		
Nationality		
Professional registration category (CA / CFA/ FRM, etc)		**Pr Number:**

Education		
Date Obtained	**Institution**	**Degrees Obtained and National Qualification Level (NQF Level)**

Experience				
Employment History Date i.e. (Jan 2000 – Dec 2015)	**Position Held**	**Company Name**	**Detail description in line with the criteria**	**Sector Experience**

Part 2:

Project list template for projects (with demonstrable experience in fields listed in Table 3)

Key Projects Undertaken 1	
Name of the Assignment/Project	
Period *(e.g Jan 2000 – Dec 2015)*	
Was the project / assignment successfully completed? Yes or No. If No, state the reasons.	
Location	
Client name	
Client contact details (email and phone numbers)	
Sector	
Main Features of the Project	
Positions Held	
Project Value / Asset or debt value/ Transaction value or Enterprise Value Equivalent in ZAR (South African currency)	
Activities Performed	
Key Projects Undertaken 2	
Name of the Assignment/Project	
Period *(e.g Jan 2000 – Dec 2015)*	
Was the project / assignment successfully completed? Yes or No. If No, state the reasons.	

Location	
Client name	
Client contact details (email and phone numbers)	
Sector	
Main Features of the Project	
Positions Held	
Project Value / Asset or debt value/ Transaction value or Enterprise Value Equivalent in ZAR (South African currency**)**	
Activities Performed	
Key Projects Undertaken 3	
Name of the Assignment/Project	
Period *(e.g Jan 2000 – Dec 2015)*	
Was the project / assignment successfully completed? Yes or No. If No, state the reasons.	
Location	
Client name	
Client contact details (email and phone numbers)	
Sector	
Main Features of the Project	
Positions Held	

Project Value / Asset or debt value/ Transaction value or Enterprise Value Equivalent in ZAR (South African currency)	
Activities Performed	
Key Projects Undertaken 4	
Name of the Assignment/Project	
Period *(e.g Jan 2000 – Dec 2015)*	
Was the project / assignment successfully completed? Yes or No. If No, state the reasons.	
Location	
Client name	
Client contact details (email and phone numbers)	
Sector	
Main Features of the Project	
Positions Held	
Project Value / Asset or debt value/ Transaction value or Enterprise Value Equivalent in ZAR (South African currency)	
Activities Performed	
Key Projects Undertaken 5	
Name of the Assignment/Project	
Period *(e.g Jan 2000 – Dec 2015)*	

Was the project / assignment successfully completed? Yes or No. If No, state the reasons.	
Location	
Client name	
Client contact details (email and phone numbers)	
Sector	
Main Features of the Project	
Positions Held	
Project Value / Asset or debt value/ Transaction value or Enterprise Value Equivalent in ZAR (South African currency))	
Activities Performed	

Enclosure /attached: Copies of certificates of academic qualifications and Certificate of Professional registration along with detailed CV of personnel. For registration certificates, provide a registration number or full names written in the certificate, the Pr. Registration status will then be verified online during the Evaluation process through the relevant Professional body online search system. Foreign Qualifications should preferably be accompanied by SAQA verification. SAQA levels were changed from June 2009.

The bidder is required to replicate this template in full to ensure that all requested information is comprehensively and accurately provided.

APPENDIX B:

COMPANY EXPERIENCE / TRACK RECORD TEMPLATE

List of relevant projects which your company has started and successfully completed. Utilise the information on ***Appendix B*** below.

EMPLOYER (NAME, REPRESENTATIVE AND EMAIL ADDRESS & TEL. No.)	**NATURE OF WORK (DESCRIPTION OF SERVICES)**	**TRANSACTION / ENTERPRISE VALUE, ASSET OR DEBT VALUE (Rands value)**	**SECTOR**	**START DATE**	**COMPLETION DATE**
	Project 1				
	Project 2				
	Project 3				
	Project 4				
	Project 5				

The bidder is required to reproduce this template to ensure that all required information is comprehensively addressed. Tenderers may, however, use their own templates, provided that all the information specified above is fully included. Attach a Reference letter for each project completed.

Annexure B

SBD 4

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 consortium[2] 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

Annexure C

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

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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:

80/20 or **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary

………………………………………. **SIGNATURE(S) OF TENDERER(S)** **SURNAME AND NAME**: ………………………………………………………. **DATE:**………………………………………………………. **ADDRESS**:………………………………………………………. ………………………………………………………. ………………………………………………………. ……………………………………………………….

RESTRICTED SUPPLIERS

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

Item	Question	Yes	No
4.1	**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 *audi alteram partem* 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. No pricing must be indicated only percentages

Annexure I

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

Annexure J

[General Conditions of Contract]

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

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

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

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

Annexure K

Tax Compliant Status and CSD Registration Requirements

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

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

CSD Registration Number:

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

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