DEVELOPMENT BANK OF SOUTHERN AFRICA

Building Africa's Prosperity

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	**RFR/LA/IPPO-002/2026**
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 - RFR/LA/IPPO-002/2026** **Link: 15 September 2026 @09H00 AM (Johannesburg time)**
CLOSING DATE:	**29 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:	**Panel of Legal Advisors for the IPP Office (IPPO) for a period of 5 (five) years to provide legal transaction advisory and specialist legal services in support of the IPPO's mandate to conceptualise, design, implement and manage independent power producer procurement programmes and other strategic initiatives undertaken by the Department of Electricity and Energy**
BID DOCUMENTS ELECTRONIC SUBMISSION:	**1. ELECTRONIC SUBMISSIONS** **INSTRUCTIONS:** ➢ Bidders are required to submit written requests for clarification via e-mail to **vusiscm@dbsa.org** **ONLY,** quoting the RFP Number on the subject of the e-mail. This must be done three (3) working days before submission day.

	➢ Bidders will thereafter receive a OneDrive Link to upload their submission documents electronically. ➢ Written requests for clarification will be considered up to and including **23 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 29/09/2026 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	

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PART A
INVITATION TO BID

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

BID NUMBER: **RFR/ED/IPPO-001/2026**

DESCRIPTION: **Panel of Legal Advisors for the IPP Office (IPPO) for a period of 5 (five) years to provide legal transaction advisory and specialist legal services in support of the IPPO's mandate to conceptualise, design, implement and manage independent power producer procurement programmes and other strategic initiatives undertaken by the Department of Electricity and Energy**

COMPULSORY BRIEFING: **15 September 2026** - Tender briefing will be done online via Microsoft teams.

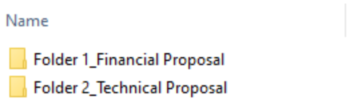
COMPULSORY BRIEFING LINK:

Time: 09H00 AM Johannesburg time **(Microsoft Teams)**

Compulsory Briefing Session Link - RFR/LA/IPPO-002/2026

Closing time for the OneDrive Link submissions - 23h55 on the 29 September 2026 (Telkom Time)

CLOSING DATE:	29 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 STATUS LEVEL SWORN AFFIDAVIT SUBMITTED?	**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.)	

[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 **Error! Reference source not found.** of this Part C, as prescribed by the PPPFA.

1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22 **SARS** means the South African Revenue Service.

1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24 **SLA** means Service Level Agreement.

1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.

1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.

1.27 **State** means the Republic of South Africa.

1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.30 **Website** means a website administered by DBSA under its name with web address **www.dbsa.org**

2. INTERPRETATIONS

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

2.1 "includes" or "including" means includes or including without limitation; and

2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: **vusiscm@dbsa.org**

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **15th 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 - RFR/LA/IPPO-002/2026

Link: 15 September 2026 @09H00 AM (Johannesburg time) Time: 09H00 AM Johannesburg time **(Microsoft Teams)**

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

Link Request DATE By:	**23 September 2026**
Link Request TIME By:	16H30

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

5.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

5.4 The rules contained in this RFP Part C apply to:

5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.

5.4.2 the Tendering Process; and

5.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSAL

6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

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

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).

11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

11.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

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

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

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (**tenders@dbsa.org**)

15.2 The written complaint must set out:

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

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

15.2.3 any relevant background information; and

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

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

16. CONFLICT OF INTEREST

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

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

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

17. LATE BIDS

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

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

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

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

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

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

18.1.3 ensuring that their Bids are accurate and complete;

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

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

18.1.6 submitting all Compulsory Documents.

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

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

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

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

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

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

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

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

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

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

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

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

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

21. OBLIGATION TO NOTIFY ERRORS

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

22. RESPONSIBILITY FOR BIDDING COSTS

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

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

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

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

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.1 as required by law;

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

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

24. USE OF BIDS

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

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

25. BID ACCEPTANCE

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

26. EVALUATION PROCESS

26.1 The Bids will be evaluated and adjudicated as follows:

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

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	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	72 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 appointed to the panel.

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 technical score will be calculated out of one hundred percent (100%) Bidders must obtain a minimum score of seventy percent (70%) in the functionality evaluation to qualify for appointment to the Panel. The DBSA reserves the right to appoint one or more Bidders to the Panel based on the functionality evaluation, operational requirements, specialist capability, capacity and applicable procurement requirements. Appointment to the Panel shall not guarantee the allocation of work.

8.1 Functional Evaluation Criteria

Eligibility Criteria	**Evidence Required**	**Scoring methodology**
1. Organisational Experience Demonstrate the Bidder's organizational experience in providing legal advisory services on comparable procurement projects within the infrastructure sector relevant to the scope of this TOR. Experience may include, but is not limited to: • Independent Power Producer (IPP) programmes; • renewable energy procurement programmes; • gas-to-power projects; • battery energy storage projects; • electricity transmission projects; • other energy infrastructure projects; • PPP projects; • major public infrastructure procurement projects; or	Submit: • Company profile; • Appendix A containing details of at least (two) (2) relevant assignments completed within the last 10 years, including: (i). description of matter; (ii) period of involvement; (iii). client; and (iv). key deliverables. • Reference letters for at least (two) 2 projects submitted in Appendix A. • Reference letters must be	**Organisational Experience = 30%** Scoring scale: • 1 or less relevant projects = 0% • 2 relevant projects = 10% • 3 relevant projects demonstrating several TOR competencies = 15% • 4 highly relevant Projects demonstrating the majority of TOR competencies = 30% **Organisational References = 15%** Scoring scale: • 1 or less reference letters – 0% • 2 reference letters =

• other project financed infrastructure transactions undertaken through a competitive procurement process. For each project submitted, demonstrate Bidder experience in one or more of the following legal transaction advisory services: • legal structuring of procurement programmes; • drafting RFP/RFQ documentation; • drafting and negotiating project agreements; • project finance and bankability; • bid evaluation support; • negotiations; • commercial and financial close; • contract management; • disputes arising from project implementation	completed substantially in the format prescribed in Appendix B.	5% • 3 reference letters = 10% • 4 or more reference letters = 15%
2. Team Leader Demonstrate the Team Leader's experience in leading legal transaction advisory assignments relevant procurement projects, namely: • Independent Power Producer (IPP) procurement projects;	Submit: CV template with project list (**Appendix A**). The Bidder must submit summary and details in Appendix A of at least two (2) assignments completed by the Team Leader in the last ten (10) years, relevant to the scope of the TOR, including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and	**Relevant Team Leader Projects = 30%** Scoring scale: • 1 or less Projects = 0% • 2 relevant Projects = 10% • 3 relevant Projects = 20% • 4 or more Projects = 30%

- Public-Private Partnership (PPP) procurement projects; - other major infrastructure procurement projects of comparable scale and complexity For each project submitted, demonstrate Team Leader experience in one or more of the following legal transaction advisory services: - project finance; - drafting procurement documentation; - drafting project agreements; - negotiations; - financial close; - contract management; - disputes arising from project implementation	(iv). key deliverables	
3. Proposed Team and Specialist Capability Demonstrate collective capability in in one or more of the following areas: - public procurement law; - energy regulation;	Submit: CV template with project list (**Appendix A**). The Bidder must submit for each proposed team member relevant	**Collective Team 25%** Scoring scale: 0 Projects = 0% 1 relevant Projects = 10% 2 relevant Projects =

• project finance; • commercial contracting; • drafting project agreements; • construction/infrastructure; • contract management; • dispute resolution arising from project development or implementation Not every individual needs every competency. The team as a whole should collectively cover these areas.	assignments in Appendix A, relevant to the scope of the TOR, including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables	15% • 3 or more relevant Projects = 25%
TOTAL		**100%**

Only Bidders that achieve the minimum functionality threshold of seventy percent (70%) shall qualify for appointment to the Panel. Appointment to the Panel does not guarantee the allocation of work.

Where more than one Bidder qualifies for appointment, Bidders may be ranked according to their functionality scores for administrative purposes.

Only Bidders that meet or exceed the minimum functional threshold of (70) will be appointed to the Panel of Legal advisors for a period of five years.

Evaluation Process for this tender will be as follows:

- Phase 1 - Prequalification requirements (Mandatory)
- Phase 2 - Responsiveness of the tender (Statutory Compliance) Phase 3 – Functionality Evaluation

There will be no Price and Preference Evaluation for this tender but Pre-qualification requirement

27. Risk Analysis and Objective Criteria

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

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

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

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

28. Due Diligence

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

a. **Judgements and criminal convictions**
DBSA may consider previous civil judgements against the preferred bidder as part of its risk assessment. DBSA may also consider whether the preferred bidder or any of its directors have been convicted of a serious offence.
b. **Pending litigation/liquidation/business rescue (distinct from Working Capital)**
DBSA may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.
c. **Performance**
DBSA will not consider the Service provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.
d. **Reputational harm**
If DBSA is likely to suffer substantial reputational harm because of doing business with the preferred service provider, it may take this into account as part of its risk assessment.
e. **Restricted/Blacklisted**
Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.
f. **Vetting**
The DBSA reserves the right to conduct vetting on the tenderer or any of its directors.
g. PEP Checks for both Companies and Individual directors, as well as Procure Check and or any other systems that the DBSA may choose to utilize (which

may be conducted by an authorized third party) that would be done to assess all risks, including but not limited to

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

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

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

- Misrepresentation of any kind (e.g. origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA's employees.

30. STATUS OF BID

30.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

30.2 A Bid must not be conditional on:

30.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained.

30.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation.

30.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent.

30.2.4 the Bidder obtaining the consent or approval of any third party; or

30.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

30.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

30.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

31. CLARIFICATION OF BIDS

31.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

31.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

32. DISCUSSION WITH BIDDERS

32.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

32.2 Where applicable, the DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.

32.3 The DBSA is under no obligation to undertake discussions with, and Bidders.

32.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

32.4.1 conduct a site visit, if applicable.

32.4.2 provide references or additional information; and/or

32.4.3 make themselves available for panel interviews.

33. SUCCESSFUL BIDS

33.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

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

33.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

34. NO OBLIGATION TO ENTER INTO CONTRACT

34.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

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

35. BIDDER WARRANTIES

35.1 By submitting a Bid, a Bidder warrants that:

35.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

35.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

35.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

35.1.4 it accepts and will comply with the terms set out in this RFP; and

35.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

36. DBSA'S RIGHTS

36.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

36.1.1 cease to proceed with or suspend the Tendering Process prior to the execution of a formal written contract.

36.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

36.1.3 vary or extend any time or date specified in this RFP

36.1.4 terminate the participation of any Bidder or any other person in the Tendering Process.

36.1.5 require additional information or clarification from any Bidder or any other person;

36.1.6 provide additional information or clarification.

36.1.7 negotiate with any one or more Bidder;

36.1.8 call for new Bid.

36.1.9 reject any Bid received after the Closing Time; or

36.1.10 reject any Bid that does not comply with the requirements of this RFP.

37. GOVERNING LAWS

37.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

37.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

37.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

TERMS OF REFERENCE (TOR)

RFR/LA/IPPO-002/2026 Panel of Legal Advisors for the IPP Office (IPPO) for a period of 5 (five) years to provide legal transaction advisory and specialist legal services in support of the IPPO's mandate to conceptualise, design, implement and manage independent power producer procurement programmes and other strategic initiatives undertaken by the Department of Electricity and Energy

1. PURPOSE

The purpose of this Terms of Reference is to establish a multidisciplinary Panel of Legal Advisors for the Independent Power Producers Office ("IPPO") for a period of five (5) years. The Panel will provide comprehensive legal transaction advisory and specialist legal services in support of the IPPO's mandate to conceptualise, design, implement and manage independent power producer procurement programmes and other strategic initiatives undertaken by the Department of Electricity and Energy.

The Panel will provide legal support throughout the procurement lifecycle, including the preparation of procurement documentation, bid evaluations, legal, commercial and financial close activities, project implementation support, specialist legal opinions, regulatory advice, dispute resolution, litigation and any other legal services required by the IPPO in the execution of its mandate

2. INTRODUCTION

2.1 Over the past decade, the Government of the Republic of South Africa, through the then Department of Mineral Resources and Energy from the April 2025 the Department of Electricity and Energy (the "**Department**") has implemented the Independent Power Producer Procurement Programme ("IPPPP") to facilitate private sector participation and investment in the development of electricity generation infrastructure. The IPPPP has become a key instrument in diversifying South Africa's electricity generation mix, enhancing security of supply and supporting economic development.

2.2 The Department has adopted the Integrated Resource Plan as the national electricity generation planning framework, which provides for the procurement of significant additional generation capacity across various technologies, including renewable energy, non-renewable energy, energy storage, transmission infrastructure and other emerging technologies.

2.3 Ministerial Determinations issued in terms of section 34 of the Electricity Regulation Act provide the basis for the procurement of new generation capacity under the IPPPP. To date, several Ministerial Determinations have been issued across various technologies and additional determinations are anticipated in future to support the implementation of the IRP and the Department's broader energy security objectives. These procurement programmes require the preparation of complex procurement documentation, project agreements, bid evaluations, negotiations and commercial arrangements, together with ongoing legal and regulatory support throughout the procurement lifecycle.

2.4 The successful implementation of the IPPPP requires specialised legal expertise to ensure that procurement processes are legally compliant, transparent and aligned with applicable legislation and government policy. .

3. BACKGROUND

3.1 Since November 2010 the Department of Electricity and Energy ("the Department"), National Treasury and Development Bank of Southern Africa ("DBSA") have entered into various Memoranda of Agreement ("MoA") to facilitate collaboration in creating an enabling environment for the development and procurement of Independent Power Producer ("IPP") projects. In terms of these arrangements, DBSA is responsible for procuring and appointing professional service providers and transaction advisors to support the Department and the IPPO in the conceptualisation, design, implementation and management of the IPP Procurement Programmes, together with any other professional advisory services required in support of the IPPO's mandate.

3.2 The IPP Office is mandated to support the Department in implementing Ministerial Determinations issued in terms of Section 34 of Electricity Regulation Act, 2006 (as amended) and to facilitate the procurement and implementation of new electricity generation capacity through the Independent Power Producer Procurement Programme ("IPPPP"). In fulfilling this mandate, the IPPO is responsible for the conceptualisation, design, development and administration of procurement documentation and procurement processes, the evaluation of bid responses, negotiation and conclusion of project agreements, and the achievement of Legal Close, Commercial Close and Financial Close. In addition to procurement activities, the IPPO provides ongoing legal and strategic support throughout the lifecycle of the various procurement programmes, including on aspects such as regulatory matters, dispute resolution, litigation support and any other legal or commercial activities necessary to give effect to the Department's mandate. The IPPO therefore plays a central role in securing new generation capacity through private sector participation while supporting security of supply, economic development and the achievement of South Africa's energy transition objectives.

3.3 The Department has embarked on several procurement programmes pursuant to the Ministerial Determinations issued under section 34 of the Electricity Regulation Act, with additional procurement programmes anticipated to support the implementation of the Integrated Resource Plan ("IRP") and any future Ministerial Determinations. These programmes span a range of technologies, including renewable energy, non-renewable energy, energy storage, transmission infrastructure and any other initiatives falling within the IPPO's mandate.

3.4 Given the complexity, scale and evolving nature of the IPPP Programmes and the specialist expertise required across multiple disciplines, the IPPO, through the DBSA, intends establishing Panels of Experts comprising suitably qualified professional service providers capable of providing multidisciplinary advisory services to the IPPO. These Panels include legal, financial, technical, economic development and governance advisory services required to support the design, procurement, implementation and ongoing management of the IPPP Programmes and related initiatives. This Terms of Reference specifically relates to the establishment of a Legal Panel to provide legal transaction advisory and specialist legal services across all procurement programmes, technologies and other activities undertaken by the IPPO.

3.5 The DBSA will go to the market with an array of RFPs inviting local and/or international available, skilled and committed, experienced and suitably qualified specialists and sector experts to provide the relevant services to the Department for the procurement of capacity from IPPs to give effect to the Section 34 Determinations as set out above.

3.6 The Legal Panel is intended to provide legal advisory services across the full spectrum of the IPPO’s mandate. These services include, but not limited to:

- Legal transaction advisory services for the conceptualisation, design, drafting and implementation of procurement programmes;
- Preparation and review of procurement documentation and related project agreements;
- Bid evaluation support and general legal support throughout the procurement process;
- Legal support during Legal Close, Commercial Close and Financial Close;
- Energy regulatory, procurement and public law advisory services;
- Environmental, land and other specialist legal advisory services relevant to energy infrastructure projects;
- Litigation, dispute resolution, mediation and arbitration services; and
- Any other legal advisory services reasonably required by the Department or the IPPO in the execution of its mandate.

3.7 Accordingly, the purpose of this Terms of Reference is to establish a panel of legal service providers with the breadth of expertise and capacity to provide integrated legal support across the IPPO's procurement programmes and related activities, with work being allocated based on the specific requirements of each assignment.

4. GENERAL REQUEST FOR PROPOSALS

4.1 Aligned with the purpose of this Terms of Reference, the DBSA seeks to establish a panel of multidisciplinary Legal Advisors to provide comprehensive legal transaction advisory and specialist legal services in support of the IPPO and the Department. Prospective Bidders shall submit a single proposal demonstrating their organisational capability, capacity and relevant experience to provide the legal services contemplated in this Terms of Reference. Bidders must clearly identify the specialist legal expertise available within their proposed team, including the personnel who will be responsible for delivering the various legal services required under this TOR. The proposed team should collectively demonstrate expertise across the range of legal disciplines required by the IPPO, including, where applicable:

- Legal Transaction Advisory;
- Project Finance and Commercial Contracting;
- Public Procurement and Administrative Law;
- Energy Law;
- Project Development and Infrastructure Transactions;
- Environmental and Land Law;
- Litigation, Arbitration and Alternative Dispute Resolution;
- Constitutional and Public Law; and
- Any other specialist legal expertise relevant to the Scope of Work contained in this Terms of Reference

4.2 Where the provision of legal services constitutes reserved legal work under applicable legislation, the Bidder and proposed legal practitioners must comply with the Legal Practice Act, the rules of the Legal Practice Council and all other applicable professional regulatory requirements.

4.3 The appointed Legal Advisors must possess the capability and capacity to provide comprehensive legal advisory services across the IPPO's mandate. This includes legal support relating to procurement, transaction advisory, project finance, commercial contracting, bid evaluations, negotiations, regulatory matters, litigation, dispute resolution, environmental and land matters, project implementation and any other specialist legal services reasonably required by the Department or the IPPO.

4.3 Prospective bidders may bid as companies and/or as a consortium formed as a joint venture or by contract. The procurers (being the DBSA on behalf of the Department and

IPPO) retain the discretion to select the advisors as a company or consortium or as individuals within a consortium and appoint them as such. The recommendation to prospective bidders is that agreements between members of a joint venture or consortium should allow for such appointments.

4.4 Given the evolving nature of the IPPO's procurement programmes and the inability to accurately determine future resource requirements, the DBSA intends appointing multiple firms to the Legal Panel for a period of five (5) years.

4.5 The appointment of a Bidder to the Panel does not guarantee the allocation of work. Specific assignments will be allocated to Panel members based on the requirements of each assignment, taking into consideration, amongst other things:

- the nature and complexity of the legal services required;
- the specialist expertise required;
- demonstrated experience relevant to the assignment; and
- availability and capacity of the proposed resources;

4.6 Where appropriate, the DBSA may invite one or more Panel members to submit proposals or quotations in response to a specific scope of work prior to the allocation of an assignment.

4.7 The DBSA reserves the right to appoint one or more Bidders to the Legal Panel based on the outcome of the functionality evaluation and having regard to operational requirements, specialist capability and capacity.

4.8 Appointment to the Panel shall not be limited to a specific technology or legal discipline. Panel members may be requested to provide any legal services falling within the scope of this Terms of Reference, provided that the necessary expertise and capacity exist within the appointed team.

4.9 The DBSA further reserves the right not to appoint any Bidder where it determines that doing so would not be in the best interests of the Department or the IPPO.

5. SCOPE OF WORK

The purpose of this Terms of Reference is to procure the services of Legal Advisors to provide legal transaction advisory and specialist legal services in support of the IPPO. The services may relate to any procurement programme, technology, project or strategic initiative undertaken by the IPPO and may include the full procurement lifecycle or specific legal assignments as determined by the IPPO from time to time.

5.1 DRAFTING OF RFP/s

Drafting the RFP/s and the suite of documents for each respective RFP will be based on the Concept Note or Notes to be finalized by the Department and IPPO in consultation with all relevant key stakeholders.

It is anticipated that the RFP construct will follow the approach adopted in previously prepared RFP documents and Project Agreements, following a similar document structure with similar categories of qualification and evaluation criteria adopted for the specific nature of the IPPP Programmes, whilst making provision for technology and programme specific requirements. In drafting the RFP, and all annexures (including the required Project Agreements), the Transaction Advisors will have to ensure that drafting is done in a manner which ensures interface with the RFP conditions, bid returnables and alignment to the RFP suite of transaction agreements.

In view of the above, there is a requirement to ensure that the appointed team of Legal Transaction Advisors undertake the drafting, review and finalization of the IPPP Programme RFP(s) inclusive, amongst others, of all relevant agreements, drafting of briefing notes and conducting the evaluation and financial close process under the guidance of the IPPO. Below is a list of key aspects that amongst others will be required from the appointed Transaction Advisors. It should be noted that the list is not exhaustive.

The Scope of Work for the Advisors include amongst others:

5.1.1 Consideration and enhancing of the IPPP Programme Concept Note or Notes as approved by the Department and IPPO to ensure that the Programme and the risk allocation is bankable, complies with all applicable legislation and governance requirements and can be executed within the time frames of the relevant IRP.

5.1.2 Prepare for and if required participate in or facilitate stakeholder engagements as part of getting final commitment and agreement to the Concept Note/Notes and RFP document suite.

5.1.3 Take overall responsibility for drafting and finalising the IPPP Programme RFP(s) including all Project Agreements and Returnable Schedules applicable thereto, to ensure a quality final end product.

5.1.4 The RFP documentation should be in line with the latest market developments, applicable legal frameworks and aligned with the range of services required by the System Operator; and guided by the detailed risk matrix.

5.1.5 Draft and finalize Project Agreements ensuring a set of robust, commercially viable Project Agreements. The relevant Project Agreements, depending on the procurement scope which will include, amongst others, the

- PPA
- IA;
- DA; and
- Independent Engineer Agreement (IEA).
- Any other technology specific related agreements or templates e.g grid related agreements and credit support agreements

5.1.6 Design and draft the legal commercial, legal land and legal environmental aspects of the RFP with the view of overall improvement and quality enhancement taking cognizance of lessons learnt from previous IPPP or related procurement Programmes, implementing new concepts and robust change requirements.

5.1.7 Incorporate and coordinate input from the other disciplines, Technical, Financial, Economic Development, Governance including Independent Reviewer Advisors, to ensure a bankable programme and an RFP document of international standards, which also complies with applicable law.

5.1.8 Review and update the RFP schedules, project documentation and templates to ensure consistency, prevent duplication and ensure accuracy. Review of the RFP and associated project documents to ensure the procurement documentation will meet the desired procurement process outcomes and objectives.

5.1.9 Review of the relevant System Connection and Self Build Agreements to be entered into by the relevant Grid Provider and/or the National Transmission Company.

5.1.10 Consider the Government Support Framework Agreement (GSFA) to ensure alignment with the Project Agreements.

5.1.11 Producing a final RFP and suite of pro forma Project Agreements including related Schedules and RFP Templates taking into consideration the inputs from all other

Transactions Advisors of all the disciplines on the respective IPPP Programme, IPPO comments, Bid Specification Committee (BSC), Bid Adjudication Committee (“BAC”) outcome and any other comments as required.

5.1.12 With the involvement of the IPPO RFP team, interact and engage with Eskom on addressing and incorporating Eskom's position in the RFP and Project Agreements.

5.1.13 Review existing risk matrix and make amendments to the extent that there is a change in the existing risk profile as a consequence of amendments to the RFP and Project Agreements.

5.1.14 Advise on the legal and commercial aspects of the IPPPP as part of a broader multi-disciplinary Transaction Advisor team and in particular on the incorporation of new approved concepts as formulated and recommended by other members of the multi-disciplinary advisory team.

5.1.15 Review and update the evaluation templates and project agreements, incorporating the amendments following from the updated RFP.

5.1.16 Providing reports and presentations as and when required including the preparation and presentation of reports and presentations to management and key stakeholders such as the BSC, BAC, NERSA, other Governmental bodies, Parliamentary Committees and the media as and may be required.

5.1.17 Taking overall responsibility for the drafting and finalization of the requested reports and presentations for purposes of the BSC and BAC submissions. Preparing the submissions and assisting to procure the relevant Public Finance Management Act (PFMA) approvals and concurrences for the government support for the respective IPPP Programmes,

5.1.18 Development of a Value for Money (VfM) Framework and assume responsibility for the VfM report.

5.1.19 Participate and provide legal oversight and engagement for the bidders' conference and provide legal review, opinions and responses in response to bidder queries, clarifications and regulatory and compliance matters in the form of Briefing Notes for the period from RFP issuance to the date of Bid Submission.

5.2 EVALUATION OF BID RESPONSES

5.2.1 Jointly assume the role of lead advisor and support the other Transaction Advisors for the other disciplines (Financial, Technical and Economic Development) in respect of the evaluation of their specific sections in the RFP to the extent necessary.

5.2.2 Act as Penholder, this role will also cover the finalization of any clarification questions to be sent to Bidders as part of the clarification process.

5.2.3 Prepare for Bid Evaluation, update the Evaluation Templates and undertake the qualification and evaluation of all Bid Responses received according to the qualification and evaluation criteria stipulated in the RFP and applying the Evaluation Manual, Evaluation Templates and Evaluation Scorecard as approved by the Department.

5.2.4 Formulate and prepare clarification questions, evaluate responses received on the clarifications requested and prepare the explanations needed as input into the evaluation report.

5.2.5 Manage and co-ordinate the evaluation of all the legal aspects of all the Bids Responses, including tax compliance, any related close out matters with SARS, declared disclosure of interests received and ensure that the reports accurately reflect the outcome of the evaluation and recommendations thereto.

5.2.6 Assist, if so required, with the benchmarking exercise led by the Financial and Technical Transaction Advisors.

5.2.7 Preparation of legal input on the outcome of the benchmarking exercise input into the VfM Report as set out in the RFP.

5.2.8 Prepare for and undertake the BAFO if required (please note that this requirement will only be actioned if needed as should be priced separately).

5.2.9 Compile a detailed legal report on the outcome of the evaluation as part of the legal Evaluation section of the report to the BAC.

5.2.10 Incorporate input from the other Transaction Advisors for the other disciplines (Financial, Technical and Economic Development, Governance and Independent Reviewers) into the report to the BAC.

5.2.11 Preparing detailed responses to any questions from the BAC or from IPPO.

5.2.12 Undertake all required engagements, consultations and joint work with the other discipline Advisors as may be required to finalize the outcome of the evaluation and in the preparation of reports and presentations as may be required for key stakeholders.

5.2.13 Any other reasonable outputs and legal opinions that may be required by the IPPO.

5.2.14 Compile a detailed Close-Out report and presentations on the outcome of the discipline evaluation results including an overall procurement compliance report, an Executive Summary, details per project, challenges identified and recommendations for future IPPP Programmes, including, but not limited to, the design of future qualification and evaluation criteria and requirements.

5.3 FINANCIAL CLOSE

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

5.3.1 Review, analyze and prepare responses to change requests for the period between the appointment of Preferred Bidders up to Financial Close, for approval by IPPO and the Department.

5.3.2 Support the IPPO and Department in any negotiations with the relevant stakeholders, including Eskom, pertaining to specific aspects if required including value for money assessments.

5.3.3 Prepare for and conclude all activities associated with achieving Financial Close including but not limited to:

5.3.3.1 Preparation of the following project agreements:

- Implementation Agreement.
- Power Purchase Agreement.
- Independent Engineer Agreement.
- Direct Agreement.
- Relevant Connection Agreements.

- Connection Direct Agreement.

- Any other technology specific related agreements, if applicable, such as Ancillary Services Agreement

5.3.3.2 Legal due diligence into the competency and capacity of each of the parties to the Project Agreements including the Department, Eskom and the Preferred Bidder and any other regulatory approvals required to enable Commercial Close.

5.3.3.3 Confirmation that the Project Company of a Preferred Bidder is a special purpose Company established with the sole purpose of undertaking the Project and entering into the Project Agreements.

5.3.3.4 Checking all Bid Responses for consistency and incorporation of the specific Bid commitments into the Project Agreements.

5.3.3.5 Preparing and finalizing the government support for the IPPP Programmes in the GSFA/other relevant instrument.

5.3.3.6 Compile a Close-Out Report including Eskom Close-Out Report on the outcome of the procurement process as well as VfM Report and disclosure of interests regarding the eligibility criteria for Eskom and presentation on outcomes of IPPP Programmes on the above as well as including an executive summary and details per Project.

5.3.4 Any other reasonable outputs and legal opinions that may be required by the IPPO, including providing reasons for decisions on the procurement process.

5.4 SPECIALIST LITGATION AND DISPUTE RESOLUTION SUPPORT

Where required by the IPPO, the appointed Legal Advisors shall provide specialist litigation and dispute resolution services relating to the execution of the IPPO's mandate. Such services may include, but are not limited to:

- Providing strategic legal advice in relation to actual or threatened litigation.
- Representing or supporting the Department and the IPPO in litigation proceedings, judicial reviews, arbitration, mediation, adjudication and other dispute resolution forums.
- Advising on procurement disputes, administrative law matters, constitutional challenges, contractual disputes and public law proceedings.

- Advising on disputes arising from Project Agreements, procurement documentation, project implementation and related infrastructure transactions.
- Preparing legal opinions, pleadings, affidavits, briefing notes and other litigation-related documentation.
- Managing external legal counsel.
- Representing or supporting the Department and the IPPO before regulatory authorities, tribunals and other statutory bodies.
- Providing any other litigation or dispute resolution services reasonably required by the Department or the IPPO.

5.5 GENERAL LEGAL SUPPORT

Provision of specialist legal advisory services and support to the IPPO on other relevant legal aspects of the programmes run by the IPP Office relevant to the scope of work in this clause 5 and the TOR and in transactions in project finance and in the energy sector as well as the specialist categories of technologies which will include, but not limited to:

- Consultations with the IPPO which will primarily be based on the legal support required from the legal advisor.
- Provision of general legal advice which may include the preparation of legal opinions, conducting of studies, appointment of external support where necessary (such as Legal Counsel).
- Assisting with the negotiations and correspondence with third parties, including settlement on any issues that may prevail.
- Assistance in the preparation of and advice on other legal documentations that may be required to be prepared, save for those outlined above.
- Drafting basic court documents and advice regarding any court procedures;
- Assistance in any mediation and arbitration of disputes or litigation as may be necessary.

5.6 AD HOC SPECIALIST LEGAL ADVISORY SERVICES

The appointed Legal Advisors may be requested to provide specialist legal advisory services that fall outside the standard procurement lifecycle but are necessary to support the IPPO's mandate. Such services may include strategic legal advisory services, policy development, market design initiatives, legal due diligence, independent reviews, investigations, procurement strategy, legal quality assurance and any other specialist legal services requested by the Department or the IPPO.

6. THE EVALUATION TEAM

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

6.2 In managing potential conflict of interest and also in lieu of a potential high number of Bid Responses, the Transactional Advisors will have to declare and indicate how they will manage potential conflict of interest.

6.3 It should also be noted that a firm will be appointed for the Drafting of the RFP/s, Evaluation and Legal and Financial Close, as well as for the provision of any other general legal support that may be required by the IPPO.

6.7 The professional service providers will be required to work closely with the IPPO, the Development Bank of Southern Africa (DBSA) and any other consultants engaged by the Department and their partners in this and related assignments.

7. APPROACH TO PROCUREMENT

7.1 Transaction advisory services

7.1.1 The appointed Panel members will provide multidisciplinary legal transaction advisory and specialist legal services in support of the IPPO. Depending on the requirements of each assignment, Panel members may undertake due diligence, support the conceptualisation and design of procurement strategies, prepare procurement documentation and transaction agreements, support procurement and evaluation processes, assist with negotiations and the achievement of Legal Close, Commercial Close and Financial Close, and provide ongoing legal advisory services relating to project implementation, regulatory matters, dispute resolution and other legal matters arising from the IPPO's mandate.

7.2 Governance Arrangements

7.2.1 Given the specialised nature of the legal services required under this Terms of Reference and the limited number of suitably qualified legal service providers operating within the energy and infrastructure sectors, Bidders may submit proposals to provide a range of legal advisory services under this Panel. Bidders must, however, establish and maintain appropriate governance arrangements to ensure that the integrity, independence and impartiality of the services provided to the Department and the IPPO are not compromised. Accordingly:

(i). A Bidder shall not undertake any assignment where an actual, potential or perceived conflict of interest exists that may impair its ability to provide objective and independent legal advice to the Department or the IPPO, unless such conflict has been fully disclosed and appropriate mitigation measures have been approved by the IPPO.

(ii). Where a potential conflict exists within a firm, the Bidder may implement appropriate ethical barriers ("ethical walls") and other governance arrangements to effectively separate conflicted personnel from those providing services to the Department, the DBSA or the IPPO, provided that such arrangements are demonstrably effective and acceptable to the DBSA or IPPO.

(iii). Bidders shall disclose, as part of their Bid Response, all actual, potential or perceived conflicts of interest, including existing or anticipated engagements with Independent Power Producers, lenders, contractors, consultants, investors, organs of state or any other parties whose interests may conflict with those of the Department, the DBSA or the IPPO.

(iv). Throughout the duration of the Panel appointment, Panel members shall promptly disclose any new conflict of interest arising after appointment and shall cooperate fully with the DBSA or IPPO in implementing any mitigation measures required.

(v). Failure to disclose a conflict of interest, or failure to maintain adequate governance arrangements to manage such conflict, may result in disqualification of the Bid Response, suspension from the Panel, termination of an assignment or any other action considered appropriate by the DBSA or IPPO.

7.3 Risk Analysis

(i). The tenderer 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.

(ii). Fully compliant and registered with the National Treasury Central Supplier Database.

(iii). No misrepresentation in the tender information submitted.

(iv). The tenderer 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; and

(v). The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

(vi). Convicted by a court of law for fraud and corruption.

(vii). Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

(viii). The DBSA reserves the right to make a decision on contract award based solely on the information received in the responses to this RFP. The DBSA also reserves the right to use relevant information not contained in any tender but which, in the ordinary course of business, is within the knowledge of any employee or Board member of DBSA or its advisors, agents or representatives for the purposes of making its decision.

(ix). Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.

(x). PEP Check and Procure Check to be initiated and if negative, may result in exclusion.

7.4 Acceptance of RFP Conditions

(i). The Bidder's participation in the RFP process is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

7.5 Reservation of Rights

(i). DBSA reserves the right in its discretion to:

- make no award;
- withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons;
- not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;
- change any of its requirements as set out in this RFP by giving Bidders reasonable notice;
- change any condition, procedure or rule of the RFP by giving Bidders reasonable notice;
- amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- re-advertise for Tenders;
- provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders;
- conduct site visits and/or perform audits whenever DBSA deems it prudent to do so during RFP evaluation or post award;
- undertake further checks on Bidders, which may include information on public record or in the public domain, information contained in internal DBSA records or information received from other government institutions; and
- no longer consider a Bidder’s Tender where adverse information about the Bidder or its Tender submission has come to the attention of DBSA, provided that such Bidder is informed accordingly and invited to comment.

7.6 RFP not an Offer

(i). This RFP does not constitute an offer to do business with DBSA, but merely serves as an invitation to Bidders to facilitate a requirements-based decision process.

(ii). Nothing in this RFP or any other communication made between DBSA (including its officers, directors, employees, advisers and representatives) is a representation that DBSA will offer, award or enter into a contract with the Bidder.

7.7 Preparation Costs

(i) The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, no statement in this RFR will be construed as placing DBSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this RFR.

7.8 Conflict of Interest

(i). If at any time the Bidder identifies an actual or potential conflict of interest, the bidder must immediately notify DBSA in writing. DBSA reserves the right to exclude the Tender submitted by such Bidder from further consideration, unless the Bidder is able to resolve the conflict. In addition, if it comes to DBSA's knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the Bidder, whether during the tender process or post appointment if successful.

7.9 Confidentiality

(i). Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with DBSA's examination and evaluation of a Tender.

(ii). No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This RFP and any other documents supplied by DBSA remain proprietary to DBSA and must be promptly returned to DBSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

(iii). Throughout this RFP process and thereafter, Bidders must secure DBSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

(iv). After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Tenders or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

7.10 Limitation of Liability

(i). A Bidder participates in this RFP process entirely at its own risk and cost. DBSA shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this RFR process.

7.11 Defaulters

(i). No tender shall be awarded to a Bidder (or any of its members, directors, partners or trustees) whose names appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

(ii). DBSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

7.12 Screening and Vetting of Service Provider

(i). Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service may be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of DBSA and areas designated as National Key points that they may have (as and when required per RFP). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

(ii). The Panel Evaluation will entail a PEP Check and ProcureCheck as part of the Risk Analysis.

7.13 Additional Conditions of Contract

(i). The DBSA reserves the right to include additional tender and/or risk conditions not listed here, per respective tender process and to ensure adherence to updated Procurement Regulations and Legislation.

(ii). Contractors who have been found to have provided fraudulent or misrepresented documents/ information, will be struck from the panel with immediate effect.

(iii). Any Contractor who receives a written notice of non-performance, will be excluded from panel use until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.

(iv). The DBSA reserves the right to approach the market to add new contractors to the panel. Any such additions will retain the original panel expiry date.

(v). Tender Invitations are made to the registered entity name as submitted and approved to the Panel. Any changes that affect the entities legal structure in any way, or if the entity dissolves in any manner, will result in the Contractor being struck off the Panel.

8.FUNCTIONAL CRITERIA

The technical score will be calculated out of one hundred percent (100%) Bidders must obtain a minimum score of seventy percent (70%) in the functionality evaluation to qualify for appointment to the Panel. The DBSA reserves the right to appoint one or more Bidders to the Panel based on the functionality evaluation, operational requirements, specialist capability, capacity and applicable procurement requirements. Appointment to the Panel shall not guarantee the allocation of work.

8.1 Functional Evaluation Criteria

Eligibility Criteria	**Evidence Required**	**Scoring methodology**
Organisational Experience Demonstrate the Bidder's organizational experience in providing legal advisory services on comparable procurement projects within the infrastructure sector relevant to the scope of this TOR. Experience may include, but is not limited to: • Independent Power Producer (IPP) programmes; • renewable energy procurement programmes; • gas-to-power projects; • battery energy storage projects; • electricity transmission projects; • other energy infrastructure projects; • PPP projects; • major public infrastructure procurement projects; or • other project financed infrastructure transactions undertaken through a competitive procurement process. • For each project submitted, demonstrate Bidder experience in	Submit: • Company profile; • Appendix A containing details of at least (two) (2) relevant assignments completed within the last 10 years, including: (i). description of matter; (ii) period of involvement; (iii). client; and (iv). key deliverables. • Reference letters for at least (two) 2 projects submitted in Appendix A. • Reference letters must be completed substantially in the format prescribed in Appendix B.	**Organisational Experience = 30%** Scoring scale: • 1 or less relevant projects = 0% • 2 relevant projects = 10% • 3 relevant projects demonstrating several TOR competencies = 15% • 4 highly relevant Projects demonstrating the majority of TOR competencies = 30% **Organisational References = 15%** Scoring scale: • 1 or less reference letters – 0% • 2 reference letters = 5% • 3 reference letters = 10% • 4 or more reference letters = 15%

one or more of the following legal transaction advisory services: • legal structuring of procurement programmes; • drafting RFP/RFQ documentation; • drafting and negotiating project agreements; • project finance and bankability; • bid evaluation support; • negotiations; • commercial and financial close; • contract management; • disputes arising from project implementation		
Team Leader Demonstrate the Team Leader's experience in leading legal transaction advisory assignments relevant procurement projects, namely: • Independent Power Producer (IPP) procurement projects; • Public-Private Partnership (PPP) procurement projects; • other major infrastructure procurement projects of	Submit: CV template with project list (**Appendix A**). The Bidder must submit summary and details in Appendix A of at least two (2) assignments completed by the Team Leader in the last ten (10) years, relevant to the scope of the TOR, including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and (iv). key deliverables	**Relevant Team Leader Projects = 30%** Scoring scale: • 1 or less Projects = 0% • 2 relevant Projects = 10% • 3 relevant Projects = 20% • 4 or more Projects = 30%

comparable scale and complexity For each project submitted, demonstrate Team Leader experience in one or more of the following legal transaction advisory services: • project finance; • drafting procurement documentation; • drafting project agreements; • negotiations; • financial close; • contract management; • disputes arising from project implementation		
Proposed Team and Specialist Capability Demonstrate collective capability in in one or more of the following areas: • public procurement law; • energy regulation; • project finance; • commercial contracting; • drafting project agreements; • construction/infrastructure; • contract management;	Submit: CV template with project list (**Appendix A**). The Bidder must submit for each proposed team member relevant assignments in Appendix A, relevant to the scope of the TOR, including: (i). description of matter; (ii) period of involvement; (iii). responsibility; and	**Collective Team 25%** Scoring scale: • 0 Projects = 0% • 1 relevant Projects = 10% • 2 relevant Projects = 15% • 3 or more relevant Projects = 25%

• dispute resolution arising from project development or implementation Not every individual needs every competency. The team as a whole should collectively cover these areas.	(iv). key deliverables	
TOTAL		**100%**

Only Bidders that achieve the minimum functionality threshold of seventy percent (70%) shall qualify for appointment to the Panel. Appointment to the Panel does not guarantee the allocation of work.

Where more than one Bidder qualifies for appointment, Bidders may be ranked according to their functionality scores for administrative purposes.

Establishment and Use of the Panel

1. Bidders that are awarded, will be published on the DBSA tender website (www.dbsa.org) under "Awarded Tenders".
2. Bidders that are not listed as stipulated above, will be deemed to be not awarded and will not receive Letters of Regret.
3. Appointment to the panel is neither a binding contract nor does it place an obligation on the DBSA to procure services from the panel member. The services shall be on an as and when required basis, at the discretion of the DBSA.
4. It is the responsibility of panel members to inform the DBSA on a continuous basis of all changes to contact information, failing which result in the panel member not being invited.
5. The DBSA will not be held liable if a panel member does not receive a tender invitation due to incorrect contact information.
6. Panel Members will be approached via a RFX ("Request for X") process:
    - for specific works, with project specific evaluation and competitive bidding.
    - scope of work is to be provided on a case-by-case basis at the time of requirement.

Utilisation and Rotation Principles (Standard)

1. Once registered to the Panel, Tender Invites will be issued to the respective panel members, based on these Principles of Rotation.

2. The order of members on the Panel will be based on Alphabetical order and CIDB Level.
3. The DBSA reserves the right to utilise concentration risk as per DBSA's risk appetite, stipulated in the relevant RFP's.
4. Principles may be amended to ensure adherence to updated Procurement Regulations and Legislation.

Utilisation and Rotation Principles (National Key Points)

1. Once registered to the Panel, Tender Invites will be issued to the respective panel members, based on these Principles of Rotation.
2. The order of members on the Panel will be based on Alphabetical order.
3. The DBSA reserves the right to utilise concentration risk as per DBSA's risk appetite, stipulated in the relevant RFP's.
4. Principles may be amended to ensure adherence to updated Procurement Regulations and Legislation.

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 consortium2 will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this

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.

procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

SBD 6.1

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*).

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	n/a
SPECIFIC GOALS (BBBEE)	n/a
Total points for Price and SPECIFIC GOALS	**n/a**

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**

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

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.

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