



REQUEST FOR PROPOSALS

<p>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED</p>	
BID NUMBER:	RFP115/2019
COMPULSORY BRIEFING SESSION DATE AND VENUE	None applicable
CLOSING DATE:	8 October 2019
CLOSING TIME:	11H00
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	120 days
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER AT THE DBSA FOR THE DEVELOPMENT OF THE SADC REGIONAL GAS MASTER PLAN – PHASE ONE
BID DOCUMENTS DELIVERY ADDRESS:	<p>Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand For Attention: Saroj Moodley</p> <p>NB: Bidders must ensure that they sign the register at the DBSA when submitting the Bids.</p>
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	



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

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

**PART A
INVITATION TO BID**

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

BID NUMBER: RFP115/2019
COMPULSORY BRIEFING: **None applicable**
SESSION DATE AND TIME
CLOSING DATE: 8 October 2019
CLOSING TIME: 11H00

DESCRIPTION: TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE SADC REGIONAL GAS MASTER PLAN – PHASE ONE

The successful Bidder will be required to conclude a service level agreement with the DBSA

Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.

The Bid box is open during office hours (08:00 – 16:30) Monday to Friday.

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

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

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

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO	
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				

1..1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]
1..1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.)	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. 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 TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES

NO

One original Bid document with one (1) copy (clearly marked as original and copy) ; separated into separate envelopes for Pre-Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.

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 D: SBD8: Declaration of Bidder's Past Supply Chain Practices

Annexure E: SBD9: Certificate of Independent Bid Determination

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, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 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 **PPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.5 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

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

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

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: sarojm@dbsa.org / scmqueries@dbsa.org

No questions will be answered telephonically.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	16 September 2019
RFP document available	16 September 2019
Closing date for tender enquiries	30 September 2019
Closing date and time	8 October 2019 at 11h00
Intended completion of evaluation of tenders	TBA
Intended formal notification of successful Bidder(s)	TBA
Signing of Service Level Agreement	TBA
Effective date	TBA

5. SUBMISSION OF TENDERS

5.1 Hardcopies of Tenders are to be submitted to:

Physical Address of Tender Box	Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand
Hours of access to Tender Box	Monday to Friday: 08h00 to 16h30
Information to be marked on package containing Tender	DBSA SCM Unit RFP Ref. No. RFP115/2019 Name of Bidder For Attention: Saroj Moodley

5.2 Bidders are to provide one (1) original and one (1) hard copy and one (1) electronic (PDF) copy of the Bid. If the Bidders are submitting more than one (1) proposal with regard to the functions explained in the cover page and Part D of this RFP, then these should be submitted as separate submissions and indicated on the cover page of the Bid. Each Bid shall be submitted with one (1) original and one (1) hard copy and one (1) electronic copy as indicated above.

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
 - 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 6.4.2 the Tendering Process; and
 - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

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

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

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

9. ADDITIONS AND AMENDMENTS TO THE RFP

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

9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. REPRESENTATIONS

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

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

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

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

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

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

- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
 - 15.1.2 the evaluation and clarification of their Bid; and
 - 15.1.3 the conduct of negotiations with the DBSA.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (scmqueries@dbsa.org)
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

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

18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. BIDDER'S RESPONSIBILITIES

19.1 Bidders are responsible for:

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

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

19.1.3 ensuring that their Bids are accurate and complete;

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

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

19.1.6 submitting all Compulsory Documents.

19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

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

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

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

20. PREPARATION OF BIDS

20.1 Bidders must ensure that:

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

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

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

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

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

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

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

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

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

22. OBLIGATION TO NOTIFY ERRORS

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

23. RESPONSIBILITY FOR BIDDING COSTS

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1 the Bidder is not engaged to perform under any contract; or
 - 23.2.2 the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 24.1.1 as required by law;
 - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

25. USE OF BIDS

- 25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

26. BID ACCEPTANCE

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

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

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

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

Responsiveness Criteria		Prequalifying Criteria	Applicable to this Tender (Y/N)
1	Adherence in submitting Tender as two stage envelope (Functionality & Price in the case of Functionality requirement)	Pre-Qualifier	Y
2	Attendance register for Compulsory Briefing session.	Pre-Qualifier	N
3	Proof of Registration with a recognized professional body/ institution, relevant to tender requirement (To be determined in line with Tender Requirement)	Pre-Qualifier	N

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

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
4	Standard conditions of tender as required.	48 hours	Y
5	Returnable documents completed and signed.	48 hours	Y
6	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: N.B - Bidder must be fully registered & tax compliant in order to do business with the DBSA.	48 Hours	Y
7	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y

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

27.1.2 Second Stage – Functional / Technical Evaluation

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

27.1.3 Third Stage – Price & preference points

27.1.3.1 Those Bidders which have passed the initial and first stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

27.1.3.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

27.3 Qualification: Pre-Qualifying Criteria

27.3.1 The following Pre-Qualifying Criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all of the Pre-Qualifying Criteria will not be considered for award of the tender.

27.3.2 Bidders are required to complete the table below by indicating whether they comply with the requirement by marking the appropriate column with an 'X' below. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender.

Tender Requirement	Compliant	Not compliant
Administrative Responsiveness		
Whether all Returnable Documents were completed and returned with the Tender Submission by the Closing Time		
Whether the Tender Proposal contains a price offer and complies with the pre-qualifies indicated above		

27.4 Second Stage: Functional Criteria

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

27.4.2 The Functional Criteria that will be used to test the capability of Bidders are as follows:

Evaluation criteria that are scored	Scoring criteria	Maximum number of points
1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regard to the effective provision of the professional services required for the SADC Regional Gas Master Plan – phase 1	(Non-responsive = 0, Poor = 5, Average = 10, Good = 15, Excellent = 20)	20
2. Experience of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.) in Executing Work of A Similar Nature: Tenderer's experience and track record in providing professional services required for the successful completion of studies similar to the SADC Regional Gas Master Plan-phase 1.	(Non-responsive = 0, Poor = 10, Average = 20, Good = 30, Excellent = 40)	40
3. Experience of the Tenderer's Proposed Key Resources / Experts: Experience of the key resources / experts proposed as team members for key services /disciplines required for the successful delivery of the SADC Regional Gas Master Plan- phase 1.	(Non-responsive = 0, Poor = 10, Average = 20, Good = 30, Excellent = 40)	40
Maximum possible score (E_s)	100	

Specific requirements for the categories of the Technical and Functional Scorecard

1. Proposed Methodology and Approach (20 Points)

The Respondent will be scored on demonstrating project comprehension for the following 3 requirements:

- Understanding of the assignment;
- Project management approach and methodology; and
- Proposed work plan/timetable.

The Quality of Project comprehension will be evaluated as follows:

SCORE	DESCRIPTION
Non responsive (Score 0)	Tenderer has not sufficiently demonstrated quality of comprehension for any of the 3 requirements to determine a scoring level.
Poor (Score 05)	Only 1 requirement is demonstrated with sufficient quality.
Acceptable (Score 10)	2 requirements are demonstrated with sufficient quality.
Good (Score 15)	3 requirements are demonstrated with sufficient quality.
Excellent (Score 20)	All 3 requirements are demonstrated with good quality of comprehension.

2. Experience of the Tenderer (40 Points)

The respondent should also be able to list the successful design/completion of similar Programmes and Projects, linking each to formal project completion reference.

SCORE	DESCRIPTION OF EXPERIENCE
Non-responsive (Score 0)	Tenderer has submitted no information or inadequate information to determine a scoring level.
Poor (Score 10)	Demonstration of having completed at least one similar projects
Acceptable (Score 20)	Demonstration of having completed at least two similar projects
Good (Score 30)	Demonstration of having completed at least three similar projects
Excellent (Score 40)	Demonstration of having completed more than three projects

3. Technical skills appropriated to Assignment (40 Points)

Required Skills and Experience:

- A team leader with at least 10 years' experience in managing similar assignments in the RE sector,
- Relevant tertiary qualifications in technical; legal and financial field, All other sector specialist should have at least 8 years' experience in the relevant sectors,
- Registration with a recognised professional body/institution, and
- Additional project management qualifications will be an advantage.

The Skills and Experience of the respondent will be evaluated as follows:

SCORE	DESCRIPTION
Non responsive (Score 0)	Tenderer has submitted no information or inadequate information to determine a scoring level.
Poor (Score 10)	The team leader has less than 5 years' experience, the team members have less than 2 years' experience, and almost everyone is not registered with the relevant professional bodies. Minimal of the above required skills and experience is demonstrated.
Acceptable (Score 20)	The work-stream lead has between 5 and 10 years' experience, team members have between 2 and 5 years' experience and most professionals are registered with the relevant professional bodies. Some of the above required skills and experience is demonstrated.
Good (Score 30)	The work-stream lead has 10 years' experience, team members have 5 years' experience and almost everyone is registered with the relevant professional bodies. Most of the above required skills and experience is demonstrated.
Excellent (Score 40)	The work-stream lead has more than 10 years' experience, team members have more than 5 years' experience and everyone is registered with the relevant professional bodies. All of the above required skills and experience is demonstrated.

27.4.3 A minimum of **70** points out of a **100** for the functional/ evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score **70** points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.5 **Third Stage: Price and Preferential Points Assessment**

27.5.1 The third stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

27.5.2 **Price points**

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

27.5.3 **Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

27.5.4 **Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for

selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

28. STATUS OF BID

- 28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 28.2 A Bid must not be conditional on:
- 28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - 28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
 - 28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 28.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

- 29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1 conduct a site visit, if applicable;

- 30.4.2 provide references or additional information; and/or
- 30.4.3 make themselves available for panel interviews.

31. SUCCESSFUL BIDS

- 31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

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

33. BIDDER WARRANTIES

- 33.1 By submitting a Bid, a Bidder warrants that:
 - 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
 - 33.1.4 it accepts and will comply with the terms set out in this RFP; and

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

34. DBSA'S RIGHTS

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3 vary or extend any time or date specified in this RFP
 - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5 require additional information or clarification from any Bidder or any other person;
 - 34.1.6 provide additional information or clarification;
 - 34.1.7 negotiate with any one or more Bidder;
 - 34.1.8 call for new Bid;
 - 34.1.9 reject any Bid received after the Closing Time; or
 - 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

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

36. MANDATORY QUESTIONS

- 36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Comply/Accept	Do not comply/Do not accept

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply/Accept	Do not comply/Do not accept

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply/Accept	Do not comply/Do not accept

36.1.4

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

36.1.5

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

36.1.6

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

36.1.7

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

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply/Accept	Do not comply/Do not accept

36.1.9

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

36.1.10

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

36.1.11

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

36.1.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Comply/Accept	Do not comply/Do not accept

36.1.13

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

36.1.14

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

36.1.15

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>

36.1.16

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Comply/Accept	Do not comply/Do not accept

36.1.17

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

36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Comply/Accept	Do not comply/Do not accept

36.1.19

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

4. Subcontracting must not contradict any Regulation or Legislation.		
5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

36.1.20

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

36.1.21

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

36.1.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. For Bids considered for price and preference evaluation, points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for B-BBEE status level of contributor (according to the PPPFA Regulations) is 20.</p>	Comply/Accept	Do not comply/Do not accept

36.1.23

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

36.1.24

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

36.1.25

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

36.1.26

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

36.1.27

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

36.1.28

<p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.</p>	Comply/Accept	Do not comply/Do not accept

36.1.29

<p>Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.</p>	<p>Comply/Accept</p>	<p>Do not comply/Do not accept</p>
<p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be registered on the CSD National Treasury site prior to appointment/award of the bid.</p>		

36.1.30

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

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

.....

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

PART E

TERMS OF REFERENCE

TO DEVELOP THE REGIONAL GAS MASTER PLAN (RGMP):

PHASE 1: DEFINE THE CONCEPTUAL AND POLICY FRAMEWORK

1. Introduction

- 1.1. The recent discoveries of vast quantities of natural gas resources and promising ongoing exploration activities in most SADC Member States has heightened the interest and prospects for the SADC region to emerge as a gas region of global significance.
- 1.2. The gas economy in most SADC countries remains underdeveloped compared to growing economies globally. The development of the natural gas industry holds significant opportunity for economic growth across the SADC region. It has the potential to stimulate long term fixed capital investment and rendering the agriculture, transport, mining, energy and manufacturing sectors more efficient and globally competitive.
- 1.3. Natural gas has a multitude of applications and uses, and if properly harnessed, the region's natural gas resources could make a major contribution towards the achievement of the objectives outlined in the SADC Regional Indicative Strategic Development Plan (RISDP), SADC Industrialization Strategy and Roadmap, the SADC Infrastructure Master Plan-Energy Sector Plan, etc.

2. Regional Gas Master Planning

2.1. The Rationale and Justification

- 2.1.1. During the 38th SADC Summit of Heads of State and Government held in Windhoek, Republic of Namibia in August 2018, the SADC Secretariat was directed to operationalise the Regional Gas Committee and to develop the Regional Gas Master Plan (RGMP).
 - 2.1.2. The SADC Secretariat has secured funding from the Development Bank of Southern Africa (DBSA) and would now like to engage the services of a reputable and well experienced service provider to undertake a study over a five-month period (November 2019 to April 2020)
 - 2.1.3. Given the complexities of the natural gas sector and the imperative to build consensus at national and regional level with regards to the role and future of natural gas in the region, we have resolved to adopt a phased and incremental approach to develop the Regional Gas Master Plan as follows:
 - 2.1.3.1. ***Phase 1: Defining the Conceptual and Policy Framework (focused on investigating natural gas supply and demand dynamics)***
 - 2.1.3.2. Phase 2: Master Planning (Visioning and Mapping the Strategic Location of Natural Gas Based Industries/Projects) and Final Master Plan and Investment Blueprint
- 2.2. This Terms of Reference focuses and is limited to Phase 1: Defining the Conceptual and Policy Framework for the RGMP

2.3. Overall Purpose of the Study (Phase 1)

2.3.1. The Conceptual and Policy Framework for the Regional Gas Master Plan must take into account the following documents:

2.3.1.1. African Union-Continental Level

2.3.1.1.1. AU Agenda 2063

2.3.1.1.2. Accelerated Industrial Development of Africa (AIDA)

2.3.1.1.3. African Continental Free Trade Area (ACFTA)

2.3.1.1.4. African Mining Vision

2.3.1.1.5. Comprehensive African Agricultural Development Program (CAADP)

2.3.1.2. SADC-Regional Level

2.3.1.2.1. COMESA-EAC-SADC Tripartite Free Trade Area

2.3.1.2.2. SADC Free Trade Area

2.3.1.2.3. SADC Regional Indicative Strategic Development Plan

2.3.1.2.4. SADC Infrastructure Master Plan-Energy Sector Plan

2.3.1.2.5. SADC Industrialization Strategy and Roadmap

2.3.1.2.6. SADC Agricultural Investment Plan

2.3.1.2.7. SADC Mining Vision

2.3.1.3. SADC Member States- National Level

2.3.1.3.1. National Development Plans

2.3.1.3.2. National Sectoral Development Plans

2.3.1.3.3. National Integrated Resources Plan an

2.3.1.3.4. Natural Gas Master Plans/Strategies and/or Gas Utilization Master Plans

2.3.1.3.5. National Policies, Legal, Institutional and Regulatory Instruments in so far as they relate to and impact on natural gas

2.3.1.4. International Level

2.3.1.4.1. UN Sustainable Development Goals

2.3.1.4.2. UN Framework Convention on Climate Change

2.3.1.4.3. The Kyoto Protocol

2.3.1.4.4. The Paris Agreement

2.3.2. The purpose of this assignment is to provide those tasked with championing the development of the SADC region's natural gas resources with a strategic framework and blueprint to take advantage of the enormous opportunities that have arisen as a result of the discovery of commercially exploitable quantities of natural gas in SADC Member States (principally, but not exclusively).

2.3.3. This study aims to equip public and private sector decision-makers/executives with independent and objective information about the comparative social and economic impacts of the various possible uses of natural gas in order to:

- 2.3.3.1. deepen understanding of the opportunity costs and socio-economic trade-offs associated with different uses of natural gas, and,
- 2.3.3.2. ensure adoption of well-informed and coherent policy and strategic choices related to the integrated development of the natural gas resources;
- 2.3.3.3. evaluate the potential contribution of natural gas towards the achievements of the objectives defined in the policy goals stipulated in 2.3.

2.4. Key Objectives of the Study

- 2.4.1. The outcomes of this study will be used to:
 - 2.4.1.1. Map the natural gas supply profile and associated costs to get the gas to targeted markets within SADC, elsewhere in the continent and internationally;
 - 2.4.1.2. Assess the markets within SADC, East Africa Community, COMESA, ECOWAS and globally that could provide anchor demand for SADC region's natural gas and/or gas derivative products. This will include identifying industries, potential off-takers, likely volumes and offtake profiles;
 - 2.4.1.3. Identify all the key actors and stakeholders that must be involved, directly or indirectly, through the different stages of development of the RGMP;
 - 2.4.1.4. Provide a high-level assessment of the natural gas value chains and networks in SADC;
 - 2.4.1.5. Assess the trends and outlook of the natural gas industry globally and how these interact or could impact on the RGMP,
 - 2.4.1.6. Compile a database of relevant reports and studies about natural gas resources in SADC and/or that are relevant for the development of the RGMP;
 - 2.4.1.7. assist in identifying the fatal flaws and gaps that must be addressed to build a robust gas economy in SADC;
 - 2.4.1.8. Assess the potential contribution of the natural gas sector towards the achievements of the Regional Indicative Strategic Development Plan, SADC Industrial Development Strategy and Roadmap, Africa Union Agenda 2063 and the UN Sustainable Development Goals;
 - 2.4.1.9. Build consensus around a Common Vision and Scenarios for a Natural Gas Economy for SADC;
 - 2.4.1.10. Review the Terms of Reference (TORS) and Develop the final TORs for the RGMP, including approach, methodology and action plan for its execution;

2.5. Necessary Conditions and Value Proposition of the RGMP

- 2.5.1. The success of the Regional Gas Master Plan is dependent on the following conditions:
 - 2.5.1.1. Availability and supply of natural gas at reasonable prices (domestic/regional/imported);
 - 2.5.1.2. Availability of a market where gas can compete with other sources of energy;
 - 2.5.1.3. The institutional and financial capability to develop and operate the capital-intensive gas infrastructure;
 - 2.5.1.4. The existence of a conducive and enabling environment for business and investment to flourish
- 2.5.2. The development of the Regional Gas Master Plan will enable SADC Member States, individually and collectively to:
 - 2.5.2.1. Incentivise and stimulate increased investment in exploration activities;
 - 2.5.2.2. Optimise gas field development to meet growing gas demand (national, regional and globally);

- 2.5.2.3. Optimise the development of gas infrastructure-LNG, gas transmission pipelines, gas storage and gas distribution networks-in the medium to long-term;
- 2.5.2.4. Unlock, stimulate and increase use of natural gas for commercial, industrial and residential purposes;
- 2.5.2.5. Encourage the harmonisation and standardization of the policy, legal, regulatory institutional and fiscal frameworks for supporting long-term gas sector development;

3. ROLES AND RESPONSIBILITIES OF KEY PARTIES

3.1. Employer/Sponsor/Owner

- 3.1.1. The SADC Secretariat is the custodian, owner and sponsor of the Regional Gas Master Plan (RGMP) and will facilitate key linkages with SADC Member States.

3.2. Private Sector Engagement

- 3.2.1. The NEPAD Business Foundation (NBF) will facilitate key linkages with the private sector during the different phases of development and implementation of the RGMP.

3.3. Consultants

- 3.3.1. The role of the Consultants is to manage the entire project.
- 3.3.2. The project leader provides guidance to project managers and is responsible for coordinating and consolidating all project workstreams with the project team.
- 3.3.3. The Consultant will be held professionally responsible for the outputs of the consolidated workstreams and any disputes that might arise regarding the appropriateness and accuracy of this information will need to be addressed prior to finalization of the deliverables.
- 3.3.4. The consultants will, from time to time, be required to brief the following structures and key stakeholders during the course of execution of this study:
 - 3.3.4.1. SADC Secretariat and relevant SADC governance structures such as the:
 - 3.3.4.1.1. Interstate (Regional) Gas Committee
 - 3.3.4.1.2. SADC Senior Officials Meetings
 - 3.3.4.1.3. SADC Ministerial Committees
 - 3.3.4.1.4. SADC Summit of Heads of State and Government
 - 3.3.4.2. The Regional Gas Task Force: the business platform created to facilitate and coordinate private sector participation throughout the development of the RGMP
- 3.3.5. Public Private Sector Consultative Meetings as and when required;

3.4. Expected Study Outputs

- 3.4.1. The expected outputs for the study include:
 - 3.4.1.1. Inception Report
 - 3.4.1.2. Literature Review / Consolidated Report:
 - 3.4.1.2.1. Report on the Policy, Legal, Regulatory and Fiscal Frameworks in All SADC Members, including gap analysis and recommendations for reforms, harmonization and standardization;

- 3.4.1.2.2. Summary of Existing Studies and Key Highlights for consideration during the master planning phases;
- 3.4.1.3. Key Stakeholder Analysis Matrix
- 3.4.1.4. Gas Supply Assessment Report, including highlighting:
 - 3.4.1.4.1. the status of natural gas exploration activities (current and planned)
 - 3.4.1.4.2. production profile: volumes, costs/pricing: comparing locally supplied vs imported gas, etc
 - 3.4.1.4.3. Potential Client and/or Project portfolio as potential off-takers (current and planned: regional and international)
- 3.4.1.5. High Level Market Demand Assessment by country:
 - 3.4.1.5.1. SADC
 - 3.4.1.5.2. COMESA
 - 3.4.1.5.3. EAC
- 3.4.1.6. Detailed Market Demand Assessment (Key Anchor Markets over the next 5-10 years in SADC)
- 3.4.1.7. Detailed Scope of Work/Terms of Reference for Future Activities: Phase 2
- 3.4.1.8. Final Consolidated Report, including:
 - 3.4.1.8.1. A Policy and Vision Statement for a Regional Gas Economy in SADC (to be reviewed/issued by the 39th SADC Summit of Heads of State and Government)
 - 3.4.1.8.2. Final Work Plan to develop the Regional Gas Master Plan (to be reviewed/approved by the 39th SADC Summit of Heads of State and Government)

4. SCOPE LIMITATIONS

4.1. Duration and Timeframe

- 4.1.1. This study will be undertaken over a period of 5 months;
- 4.1.2. The time horizon for a period of 5-30 years taking into account existing/planned LNG plants and major infrastructure/manufacturing/petrochemicals projects to match the availability of natural gas supply with demand (real or latent).
- 4.1.3. Consider the industrial and infrastructure projects which should be able to come on stream within the next 5-30 years depending on their project lifecycle stage.

4.2. Applications, Options and Uses

- 4.2.1. The consultant must investigate a range of applications, options and uses for natural gas to assist the SADC region to identify and pursue the most optimal route, technologies as well as project configuration to monetize and develop a viable natural gas economy in SADC.

4.3. Geographic Focus:

- 4.3.1. *For the Gas Supply Assessment will consider (to determine competitiveness of SADC countries in relation to others):***

- 4.3.1.1. All 16 SADC Member States
- 4.3.1.2. COMESA and EAC (to take advantage of the COMESA-EAC-SADC Tripartite FTA)
- 4.3.1.3. Other Major International Producers/Suppliers

4.3.2. The High-Level Market Demand Assessment will consider:

- 4.3.2.1. All 16 SADC Member States
- 4.3.2.2. The rest of Africa with a specific focus on COMESA and the East Africa Community Member States
- 4.3.2.3. Key international markets (by product/segment)

4.3.3. Detailed Market Demand Assessment:

- 4.3.3.1. The Detailed Market Demand Assessment will focus on the top 5 anchor markets within SADC and top 5 anchor markets outside of Africa over the short, medium and long-term;

5. SCOPE OF WORK

5.1. Inception Report

5.1.1. The Inception Report will be required to include the following information as a minimum:

- 5.1.1.1. Confirmation of the Scope of Work
- 5.1.1.2. Highlight areas requiring additional work
- 5.1.1.3. A clear, concise and final project plan/programme for the study
- 5.1.1.4. Resourcing schedule
- 5.1.1.5. Invoice Schedule
- 5.1.1.6. Risk Register and mitigation measures
- 5.1.1.7. the methodology
- 5.1.1.8. The outline draft table of contents for the final report
- 5.1.1.9. Quality assurance plan

5.2. Literature Review/Consolidation of Existing Information

- 5.2.1. Obtain all relevant previous work, studies and reports (both local, regional and global). by project sponsors, programme partners, key stakeholders and specialized market research companies;
- 5.2.2. Review and consolidate all historic studies and information relevant to this study and related future projects;
- 5.2.3. Consolidate and analyse all previous recommendations;
- 5.2.4. Notwithstanding the fact that SADC Member States and other programme partners have prepared and executed some contributions to this study, the consultant will be required to validate and ratify the interpretation of this information as part of the consolidation and integration process;

- 5.2.5. Data that the successful bidder must consolidate, and review also includes the following:
 - 5.2.5.1.1. Size and quality of gas resources/reserves (in SADC and other parts of the world)
 - 5.2.5.1.2. Exploration, production and supply plans over the next 10-15 years
 - 5.2.5.1.3. Current and planned projects along the value chain:
 - 5.2.5.1.3.1. upstream,
 - 5.2.5.1.3.2. midstream,
 - 5.2.5.1.3.3. downstream, and
 - 5.2.5.1.3.4. infrastructure plans and projects that are relevant and/or related to the projects, including:
 - 5.2.5.1.3.4.1. energy projects (from gas and/or other sources)
 - 5.2.5.1.3.4.2. transport projects
 - 5.2.5.1.3.4.3. Urban development plans/projects;
 - 5.2.5.1.3.4.4. Water supply and distribution
 - 5.2.5.1.3.4.5. Gas storage, pipelines and distribution

5.3. KEY STAKEHOLDER ANALYSIS

- 5.3.1. Compile a data base of key stakeholders and industry participants that shall be consulted during the execution of the study;
- 5.3.2. Provide a detailed analysis of their interests and roles in projects/opportunities;
- 5.3.3. Compile a Key Stakeholder Analysis Matrix
- 5.3.4. Propose a Key Stakeholder Management Plan
- 5.3.5. Identify and recommend potential investors, technology partners and operators that should be targeted to invest in SADC, including understanding their strategic objectives and interests as follows:
 - 5.3.5.1. Within SADC Members States
 - 5.3.5.2. Within EAC, COMESA and ECCAS
- 5.3.6. Identify existing and relevant institutions (at national and regional level) in the natural gas sector, with the view to assessing their ability and capacity to effectively participate in the development/implementation of the RGMP; identify any gaps and recommend measures to address the gaps. The following institutions should be evaluated:
 - 5.3.6.1. Regulatory agencies and institutions
 - 5.3.6.2. Academic and scientific research institutions
 - 5.3.6.3. Education, skills development and training institutions
 - 5.3.6.4. Industry associations and organizations

5.4. GAS SUPPLY ASSESSMENT

- 5.4.1. Global, continental and regional outlook, including an outline of SADC Member States' comparative and competitive advantages as natural gas suppliers;
- 5.4.2. Provide an overview of the national, regional (EAC, COMESA, ECCAS, ECOWAS and SADC) and international supply capability for natural gas, including a description of:
 - 5.4.2.1.1. Their size, growth rates, trends and short, medium and long-term outlook for exploration/production;
 - 5.4.2.1.2. Potential alternative sources of natural gas supply for the SADC region;
 - 5.4.2.1.3. Allocated natural gas to current clients and future allocation scenarios taking into account existing agreements, national policies and requirements;
 - 5.4.2.1.4. The magnitude and direction of trade flows in natural gas making distinction between LNG and pipeline gas;
 - 5.4.2.1.5. National, regional and international gas prices and trends therein; and,
 - 5.4.2.1.6. Factors likely to influence gas prices in the short, medium and long-term at the regional, continental and global levels.
- 5.4.3. Strategically identify major opportunities and projects in the natural gas industry (along the entire value chain) which are in early stages of planning that could boost increase use of natural gas (including opportunities for switching);
- 5.4.4. Identify and assess the barriers and challenges hindering the integration and development of the gas economy in SADC;
- 5.4.5. SADC natural gas potential: size and quality of the gas resource/reserves, differentiating between estimated resources based on ongoing exploration projects and proven reserves; location of the resources relative to key markets-domestic, regional, continental and international; competitiveness of the end products
- 5.4.6. Assess the status of already approved upstream, midstream and downstream projects within SADC, Africa and globally
- 5.4.7. Recommend plausible supply and demand scenarios for natural gas in EAC, COMESA, ECCAS and SADC;

5.5. Gas Demand Evaluation and Market Outlook

5.5.1. High Level Market Demand Assessment:

- 5.5.1.1. Market evolution, outlook and trends including an assessment of existing, new and emerging technologies that could increase access/use of natural gas;
- 5.5.1.2. Market framework/value chain for gas in SADC, and policy recommendations to develop the market/increase natural gas use;
- 5.5.1.3. The market assessment must also take into consideration the following:
 - 5.5.1.3.1. Assess market potential for LNG, gas to power, gas to liquids, gas to industry (nitric acid, condensate & LPG), including viability for small scale technologies applications;

5.5.1.3.2. Natural gas is also used in the production of a wide variety of everyday items and is also used in some industrial applications that require the extremely high temperatures that gas delivers. Natural gas is made up of two main gases, methane and ethane, but there are a number of other useful gases including propane and butane. Therefore, the supply and demand analysis should be focused on a wide variety of natural gas products and uses. This is to ensure a holistic and comprehensive assessment of the nature, types and size of total aggregated demand across SADC, EAC, ECCAS and COMESA. The table below illustrates some of the chemicals and products that must be investigated:

5.5.1.3.2.1. Methane:

Chemical	Products and uses
ammonium nitrate	fertilisers, refrigerants, explosives, soft drinks and medical applications
sodium cyanide	gold extraction and processing
methanol	building products, paints and resins, pigments and dyes, carpeting, adhesives, agricultural chemicals, biodiesel and agents for the treatment of sewage and waste water
peroxide	cleaning products, paper pulp, mining and food and textile manufacturing

5.5.1.3.2.2. Ethane is broken into polyethylene and ethylene oxide which are components of a variety of everyday items. The table below shows some chemicals and products and uses that must be investigated:

Chemical	Products and uses
Polyethylene	bags and films for food storage, retailing and wrapping
	agricultural and irrigation piping, water tanks
	films and wrapping for animal fodder and grain storage
	rigid containers for food storage
	industrial reticulation applications in mining and gas production and the commercial use of water
	gathering lines in the unconventional gas sector

Ethylene oxide	polyols for foam insulation for appliances such as refrigerators and freezers, shoe soles, adhesives, automotive applications, textiles, bedding and furniture.
	glycol for antifreeze, resins and polyester fibre
	surface wetters for agricultural applications

5.5.1.4. Other applications, options and uses that should be investigated are:

- 5.5.1.4.1. Natural gas can heat rapidly and efficiently, and it has low emissions compared to other hydrocarbon fuels and grid electricity. That makes it the fuel of choice for industrial applications requiring high temperatures or high-pressure steam like brick making.
- 5.5.1.4.2. Other industries using gas to manufacture products include cement, pulp and paper, glass, and food and beverages, and those involved in refining alumina and non-ferrous metals. These include almost every product used in construction – windows, plasterboard, aluminium frames, fencing and screens, concrete and more.
- 5.5.1.4.3. Compressed natural gas (CNG) is natural gas that has been compressed for use in vehicles.

5.5.2. Detailed Market Demand Assessment:

- 5.5.2.1. The consultant will:
- 5.5.2.2. focus on the top 5 anchor markets for natural gas within SADC and top 5 anchor markets outside of SADC identified through the High-Level Market Demand Assessment exercise;
- 5.5.2.3. Gauge the market size in terms of volume looking at real, latent and projected demand within the short, medium and long-term;
- 5.5.2.4. Gauge the attractiveness of the target markets including pricing and cost comparisons (within the SADC region, SADC region and rest of Africa, and SADC region and the rest of the world);
- 5.5.2.5. Determine the growth potential and viability in the market by industry, sector, segment, etc;
- 5.5.2.6. understand the distribution and operation of companies in the natural gas sector across SADC and other parts of Africa;
- 5.5.2.7. identify and analyze market trends, opportunities, and challenges that impact their business strategies;
- 5.5.2.8. Conduct supply versus demand modelling including the definition of plausible Scenarios;

- 5.5.2.9. Provide an overview of the market for natural gas-based products, particularly those for which imports could be substituted by production from a local and/or regional plant;
- 5.5.2.10. Assess the volume and value (in monetary terms) of the import of natural gas-based chemicals, chemical intermediates, formulated products/performance materials and finished products
- 5.5.2.11. Assess Market size, growth rates, trends therein and short, medium and long-term outlook for demand in the local, regional, continental and international market;
- 5.5.2.12. Assess sources of supply of liquid fuels and an appraisal of prospects for market penetration for locally produced fuels taking into account SADC Energy Sector Plans 2012-2027, Regional Programme on Low Sulphur Fuels and Clean Vehicles, Roadmap on Clean Fuels and Readiness of Oil Refineries in the Region, and the role of SADC regional gas in the promotion of the move towards cleaner fuels within SADC, etc
- 5.5.2.13. Demand characteristics: different characteristics or dimensions that would influence demand. For example, when an existing industrial process currently using electricity from a local utility connections changes to Gas, this will be conversion or “switching”. However, if for example a new chemical plant may be built to utilise Gas to create downstream products, this will be “new / additional” Gas demand. Factors like price elasticity of demand, ease of switching (from current technologies to Gas-based technology) and cost thereof as well as timing of likely switching need to be analysed, documented and taken into account in the demand (existing switching and new demand) projections. The approach and outcomes should therefore be structured to inform on the following aspects:
 - 5.5.2.14. Existing demand and infrastructure: Conversion or “switching” of existing energy / demand sinks to Gas; while considering elements such as:
 - 5.5.2.14.1. The principal energy (that could potentially switch) consumer segments – nature and volume of consumption;
 - 5.5.2.14.2. The identification of existing large industrial users, the volumes of different fuels consumed, nature of their fuel requirement, the use for fuel;
 - 5.5.2.14.3. Infrastructure that would be required to serve the existing/future markets;
 - 5.5.2.14.4. The current marketers for different fuels and their propositions;
 - 5.5.2.14.5. The current pricing framework; and
 - 5.5.2.14.6. The relevant current regulatory enablers and constraints.
 - 5.5.2.14.7. New demand and infrastructure: Potential development of “new / additional” energy / demand sinks attributable to Gas being available in the market. In order to inform on this element, the study is required to inform on aspects around the potential development of new or additional demand such as:

- 5.5.2.14.7.1. The identification of potential “new” projects that could be making use of Gas; estimated volumes, timelines, capital investment required and direct employment opportunities.
- 5.5.2.14.7.2. The study should also consider the existing gas supply infrastructure and the potential market dynamics when LNG is introduced in the ports or small-scale LNG plants are developed inland. For example, the two major enclaves in South Africa are currently serviced by gas and imported LNG will compete with piped gas. Access to existing infrastructure and the impact on existing gas supply should be noted and hurdles for new market entrants should be identified (e.g. existing Gas Supply Agreements).
- 5.5.2.14.7.3. Current and planned projects in SADC region that could serve as potential off-takes markets for natural gas or natural gas derivative products, especially:
 - 5.5.2.14.7.3.1. Feedstock for the petrochemical industry
 - 5.5.2.14.7.3.2. Process heat at plants, and
 - 5.5.2.14.7.3.3. For other general purposes such as power to drive machines including electricity generation, for cooking foods and manufacturing a range of materials and/or for space heating/cooling.
- 5.5.2.14.8. Provide an analysis of the market outlook (25-30 years), on a global, continental, regional, national and sector specific basis, along the entire natural gas value chain;
- 5.5.2.14.9. Analysis of developments in the natural gas sector, particularly mapping out growth plans along the value chain (as it relates to the demand and consumption of base chemicals, chemicals intermediaries, formulated products/performance materials and derivative products used in our daily lives) and use the data/information generated to determine existing and future demand as well as scope and recommend new projects outlining the estimated investments, lifespan of projects, projected volumes of natural gas, etc. This analysis should also consider planned capacity upgrades of existing plants, switching to new sources of energy supply, in the case of power generation; increasing the use of gas for commercial and residential purposes as a substitute to electricity/firewood; and/or feedstock in various manufacturing processes to meet the daily needs of the population for a variety natural gas based derivative products as outlined in 4.2 above.
- 5.5.2.15. Analyse, scope and recommend the industries that have a demand for gas or should be developed in a phased manner to consume the available gas overtime, including an analysis of available technologies (i.e. small scale LNG, fuel for transport, etc);
- 5.5.2.16. Assess the status and requirements of the infrastructure to meet the identified demand in the short, medium and long-term;

5.5.2.17. Identify and recommend priority/quick win projects (industrial and requisite supporting infrastructure)

6. IMPLEMENTATION PLAN

6.1. The consultants shall prepare and submit:

6.1.1. A detailed implementation plan and actionable next steps including:

6.1.1.1. High level implementation programme (including reference of other projects that fall outside the scope of this study but that are interlinked, dependent or related to projects that will be recommended through this study)

6.1.1.2. Allocation of roles and responsibilities (RACI matrix) for each phase of the roll-out plan to ensure accountability of all key stakeholders;

6.1.1.3. An institutional and operational readiness plan

6.1.1.4. A Risk Register including mitigation measures

6.2. Scope of Work for Future Activities

6.2.1. The consultant must prepare and submit detailed Terms of Reference for Future Work (Phase 2)

6.3. Final Report:

6.3.1. The consultant will prepare a Final Report including:

6.3.1.1.1. Executive summaries and recommendations from the individual reports

6.3.1.1.2. Final recommendations and strategies including, but not limited to:

6.3.1.1.2.1. Development of initial gas demand (incl. indigenous and regional)

6.3.1.1.2.2. Gas masterplan implementation framework

6.3.1.1.2.3. Appropriate Governance and Institutional Framework

6.3.1.1.2.4. Policy, legal, regulatory and fiscal reforms

6.4. Project Management

6.4.1. The consultant shall:

6.4.1.1.1. Attend all meetings as per schedule of meetings agreed to by the parties and approved by the Project Steering Committee;

6.4.1.1.2. Attend Monthly Project Progress Meeting in Gaborone, Botswana or Johannesburg, South Africa

6.4.1.1.3. The Consultant must provide monthly progress updates for the duration of the study (or as and when required by the client)

7. DELIVERABLES

7.1. The expected outputs for the study include:

KEY DELIVERABLE	DURATION
Inception Report	Month 1
Literature Review / Consolidated Report	Month 2-3
Policy, Legal, Regulatory and Fiscal Frameworks in All SADC Members, including gap analysis and recommendations for reforms, harmonization and standardization	
Summary of Existing Studies and Key Highlights for consideration during the master planning	
Key Stakeholder Analysis Report	
Gas Supply Assessment Report	
Project portfolio (current and planned: regional and international) 5-10 yrs.	
High Level Market Demand Assessment Report	
Detailed Market Demand Assessment Report	
Detailed Scope of Work/Terms of Reference for Future Activities:	Month 4-5
Final Consolidated Report: <ul style="list-style-type: none"> • A Policy and Vision Statement for a Regional Gas Economy in SADC (to be reviewed/issued by the 39th SADC Summit of Heads of State and Government • Final Work Plan to develop the Regional Gas Master Plan (to be reviewed/approved by the 39th SADC Summit of Heads of State and Government) 	

8. TIMEFRAMES

8.1. The timeframes for the execution of this study is **5 months**.

9. REPORTING

9.1. The consultant will be required to present progress and findings to the SADC Interstate (Regional) Gas Committee.

9.2. All deliverables submitted by the Consultant shall only be classified as complete once reviewed and signed off by the Employer. Please note this is a key condition for payment for services rendered by the consultant.

Annexure A

Price Proposal – SEPARATE ENVELOPE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER

THE SERVICE PROVIDER IS TO COMPLETE AND SIGN THE FORM OF OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

PROCUREMENT OF A CONSULTANT TO UNDERTAKE THE SADC REGIONAL GAS MARKET AND INFRASTRUCTURE STUDY IN RFP115/2019

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

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

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

Signature(s) _____

Name(s) _____

Capacity _____

**For the
Tenderer** _____
(Name and address of organisation)

**Name and
signature of
witness** _____ **Date** _____

Pricing Schedule

Deliverable	Milestone Dates	Offered Amount
Inception Report	Month 1	
Literature Review / Consolidated Report	Month 2-3	
Policy, Legal, Regulatory and Fiscal Frameworks in All SADC Members, including gap analysis and recommendations for reforms, harmonization and standardization.		
Summary of Existing Studies and Key Highlights for consideration during the master planning.		
Key Stakeholder Analysis Report		
Gas Supply Assessment Report		
Project portfolio (current and planned: regional and international) 5-10 yrs.		
High Level Market Demand Assessment Report		
Detailed Market Demand Assessment Report		
Detailed Scope of Work/Terms of Reference for Future Activities		
Final Consolidated Report: <ul style="list-style-type: none"> • A Policy and Vision Statement for a Regional Gas Economy in SADC (to be reviewed/issued by the 39th SADC Summit of Heads of State and Government. • Final Work Plan to develop the Regional Gas Master Plan (to be reviewed/approved by the 39th SADC Summit of Heads of State and Government). 		Month 4-5
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

NB: TOTAL OFFER AMOUNT SHOULD INCLUDE ALL COSTS, DISBURSEMENTS, TAXES ETC.

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for RFP115/2019.

SIGNED ON BEHALF OF TENDERER:

Date:.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

4. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

1..1.7

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	NO
-----	----

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	NO
-----	----

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:

EME

QSE

√

√

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....

Signature Date

.....

Position Name of Bidder

Annexure F

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure G

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure H

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure I

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

Annexure J

[General Conditions of Contract]

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

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL 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