



T10/02/22

**SUPPLY AND MAINTENANCE OF A
CONVERGED VOICE, VIDEO AND DATA
MPLS VPN NETWORK**

**BID CLOSING DATE:
07 MARCH 2022 AT 11:00 AM**

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

Industrial Development Corporation of SA Ltd (IDC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of IDC.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name: Mrs Nothando Mohapi
Telephone Number: Office: +27 11 269 3052
Email address: nothandom@idc.co.za

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 28 February 2022**.
- 2.3 The enquiries will be consolidated and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same RFP document.
- 2.4 The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

- 4.1 Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.
- 4.2 Bid responses should be in generally acceptable / standard electronic file format/s (i.e. Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.
- 4.3 The closing date for the submission of bids is **07 March 2022** not later than **11:00 AM (before midday)**. No late bids will be considered. Bids must **only** be sent to tenders@idc.co.za. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is **received** by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address (tenders@idc.co.za).
- 4.4 Bidders are advised to submit / send its bid responses at least 15 minutes before the 11:00AM deadline to avoid any Information Technology (IT) network congestions or

technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.

- 4.5** The IDC will not be held responsible for any of the following:
- 4.5.1 bid responses sent to the incorrect email address;
 - 4.5.2 bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
 - 4.5.3 any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
 - 4.5.4 bid responses received late due to any IT network related congestions and/or technical challenges; and
 - 4.5.5 bid responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.
- 4.6** Only responses received via the specified email address will be considered.
- 4.7** Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic email tender box (tenders@idc.co.za) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**
- 4.8** Amended bids may be sent to the electronic tender box (tenders@idc.co.za) **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

5. Preparation of Bid Response

- 5.1** All the documentation submitted in response to this RFP must be in English.
- 5.2** The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3** Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4** The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5** Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

6. Supplier Performance Management

Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.

Successful bidders will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. Enterprise and Supplier Development

The IDC promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the IDC and the successful bidder.

8. IDC's Rights

- 8.1 The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2 The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the IDC.
- 8.3 The IDC reserves the right to award this bid as a whole or in part.
- 8.4 The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5 The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.
- 8.6 The IDC reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.7 The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- 8.8 The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.

9. Undertakings by the Bidder

- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services

contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 9.5** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6** The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. Reasons for disqualification

- 10.1** The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 10.1.1 bidders who do not submit an original valid Tax Clearance Certificate and / or proof of application of such as endorsed by SARS on the closing date and time of the bid submission and / or failure to provide the IDC with its SARS issued Tax Verification PIN code giving access to the IDC to electronically verify tax compliance;
- 10.1.2 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 10.1.3 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
- 10.1.4 bidders who receive information not available to other potential bidders through fraudulent means;
- 10.1.5 bidders who do not comply with any of the **mandatory requirements** as stipulated in the RFP document;
- 10.1.6 bidders who fail to comply with FICA and POPIA requirements as listed herein.

11. Local Production and Local Content

The IDC promotes Local Production and Local Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local content will be considered. IDC reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the **dtic** in an effort to stimulate local production and content where relevant.

Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the **dti**) and to ensure full compliance with the minimum local content threshold, if relevant, before submitting its response to this tender. The **dtic's** latest list of designated sectors can be accessed on: <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and the National Treasury latest instruction notes can be accessed on <http://ocpo.treasury.gov.za/Pages/default.aspx>. In the event of any conflict between **dtic** and National Treasury on specified local content minimum thresholds, the IDC reserves the right to apply the most relevant during the adjudication of this RFP. The inclusion of minimum local content thresholds is therefore included in this RFP by reference to the

relevant websites listed herein, for products listed (where applicable). For Local Content requirements, it will be required that only locally produced or manufactured goods, with a stipulated minimum threshold for local content will be considered.

12. Returnable Schedules

Bidders shall submit their bid responses in accordance with the returnable schedules specified below (each schedule must be clearly marked):

12.1 Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

12.2 Schedule 1:

12.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

12.2.2 Annexure 1 of this RFP document (duly completed and signed)

12.3 Schedule 2

12.3.1 Valid Tax Clearance Certificate(s) (TCC) and / or proof of application as endorsed by SARS and / or SARS issued tax verification pin code;

12.3.2 Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

12.3.3 Copy of Board Resolution, duly certified;

12.3.4 Originally certified copy of ID document for the Company Representative

12.3.5 Annexure 2 of this RFP document (duly completed and signed);

12.3.6 Annexure 3 of this RFP document (duly completed and signed);

12.3.7 Annexure 4 of this RFP document (duly completed and signed);

12.3.8 Annexure 5 of this RFP document (duly completed and signed);

12.3.9 Annexure 6 of this RFP document (duly completed and signed);

12.3.10 Response to Annexure 8: BEE Commitment Plan

12.3.11 Bidders must submit a B-BBEE verification certificate indicating the contribution level of the bidding entity. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

12.3.12 Annexure 9 of this RFP document (duly responded to)

12.3.13 Annexure 10 of this RFP document (duly completed and signed, **if applicable**);

12.3.14 Annexure 11 of this RFP document (duly completed and signed);

12.3.15 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed

financial statements and/or Cashflow Budget for new entities with no financial records.

12.3.16 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

12.4 Schedule 3:

12.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

12.4.2 Annexure 7 of this RFP document, duly completed and signed

12.5 Schedule 4: Price Proposal (response to Section 3 of this RFP document) (*Must be submitted as a separate file/document marked Schedule 4: Price Proposal*)

13. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

13.1 Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- Submission of a valid Tax Clearance Certificate as referenced in 12.3.1 above
- Submission of Company Registration Forms as referenced 12.3.2 above
- Submission of ID copy for the Company Representative as referenced in 12.3.4 above
- BEE Status Certification as referenced in 12.3.11 above
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP
 - Section 3: Cost Proposal and Price Declaration Form
 - Annexure 1: Acceptance of Bid Conditions
 - Annexure 2: Tax Compliance Requirements
 - Annexure 3: Supply Chain Management Questionnaire
 - Annexure 4: Declaration of Interest
 - Annexure 5: Certificate of Independent Bid Determination
 - Annexure 6: Shareholders' Information/ Group Structure
 - Annexure 7: Bidders Experience & Project Team
 - Annexure 8: BEE Commitment Plan
 - Annexure 9: Disclosure Statement
 - Annexure 10: Local Content Declaration (If Relevant)
 - Annexure 11: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

13.2 Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

13.2.1 Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

| ELEMENT | WEIGHT |
|----------------------------------|-------------|
| BIDDER'S EXPERIENCE | 15% |
| QOS (QUALITY OF SERVICE) | 15% |
| CONNECTIVITY | 15% |
| NETWORK TOPOLOGY | 10% |
| MONITORING AND REPORTING | 10% |
| CALL LOGGING AND TROUBLESHOOTING | 10% |
| SERVICE LEVEL AGREEMENT (SLA) | 10% |
| NETWORK SECURITY | 15% |
| TOTAL | 100% |

Note: The minimum qualifying score for functionality is 70%. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and BEE.

13.3 Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

| CRITERIA | POINTS |
|--------------|-------------------|
| Price | 80 |
| B-BBEE | 20 |
| TOTAL | 100 points |

14. Promotion of Emerging Black owned Service Providers

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint

Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring listed in 13.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

- 1.1 Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Background Information

The IDC currently has an MPLS (Multi-Protocol Label Switching) VPN (Virtual Private Network), for connecting the IDC regional offices to the IDC Head Office. The IDC regional offices are located in each province in South Africa, in the following cities (Cape Town, East London, Durban, Bloemfontein, Kimberly, Rustenburg, Polokwane, Mbombela, Brits, Mahikeng, Gqeberha, eMalahleni and Upington).

The IDC wishes to partner with a competent and experienced Networks Service Provider for the installation, configuration and management of a converged voice, video and data MPLS VPN network, between its Head Office in Sandton, and 13 Regional Office sites across South Africa. Physical addresses for the sites can be obtained on IDC's website, www.idc.co.za, under contact us.

The IDC requires that all last mile connectivity be delivered over fibre. The IDC will consider connectivity over Radio Frequency (RF) in extreme cases where fibre connectivity cannot be provided, but that will have to be on a minimum scale.

The table below shows the details of IDC offices:

Table 1

| Site Number | Site | Address | Bandwidth in Mbps |
|-------------|--------------|---|-------------------|
| 1 | Head Office | 19 Fredman Drive, Sandown, Sandton, 2146 | 260 |
| 2 | East London | 2nd Floor Block B, Chesswood Office Park, 8 Winkley Street, Berea, East London | 20 |
| 3 | Gqeberha | Southern Life Gardens, Block A (Ground), 70 2nd Avenue, Newton Park, Port Elizabeth | 20 |
| 4 | Bloemfontein | 10 Barnes Street, 2nd floor Westdene, Bloemfontein | 20 |

| Site Number | Site | Address | Bandwidth in Mbps |
|-------------|------------|---|-------------------|
| 5 | Durban | Suite 2101, 21st Floor, The Embassy Building, 199 Anton Lembede Street, Durban. | 20 |
| 6 | Polokwane | 73 Biccard Street, Maneo Building, Suite 1 | 20 |
| 7 | Mbombela | The Maxsa Building, Suite 702, 7th Floor, 15 Ferreira Street, Mbombela, 1200 | 20 |
| 8 | Kimberly | Sanlam Business Complex, 13 Bishops Avenue, Kimberley, 8301 | 20 |
| 9 | Upington | De Drift Plaza, Block 6, Olyvenhoutsdrift Settlement, Louisvale Avenue, Upington, 8800 | 20 |
| 10 | Brits | Suite 108, Safari Centre, 28 Van Velden Street, Brits | 20 |
| 11 | Mahikeng | 1B Mikro Plaza, cnr First Street/Bessemer Street, Industrial Sites Mahikeng | 20 |
| 12 | Rustenburg | 1st Floor, Sunetco Building, 32B Heystek Street, Rustenburg. | 20 |
| 13 | Cape Town | 2817, 28th Floor ABSA Centre, 2 Riebeeck Street, Cape Town | 20 |
| 14 | eMalehlani | Office Unit 304, Section 95, Smokey Mountain Office Park, Route N4 Business Park, Ben Fleur X11, eMalaheni. | 20 |

Note: The total number of sites is subject to change (increase or decrease) based on the business requirements.

3. Scope of work/Terms of reference

The appointed service provider must provide the network that must include, but not limited to, the following:

- Managed MPLS VPN Connectivity on service provider's redundant core network infrastructure with Bandwidth = 20 Mbps- single last mile circuit on fibre/wireless for Regional Offices;
- Bandwidth = 260 Mbps- redundant (different physical routes to the IDC office, as well as termination in different PoPs) last mile on fibre only for Head Office;
- Implementation of IP based Wide Area Network (WAN) connecting IDC Head Office, and Branches/Office including provisioning, installing, commissioning, integration, testing, acceptance and maintenance of required MPLS VPN links;
- Efficient Quality of Service (QoS) from the IDC regional office, through the service provider network, to the IDC Head Office;
- The QoS must prioritize voice and video traffic from provider edge device to provider cpe device at the IDC Head Office;
- The QoS must be flexible such that if there is no voice/video traffic, data can use all the available bandwidth in the network;

- The Network should have safeguards and security against unauthorized access, tapping and sniffing of data on the WAN;
- MPLS should have capability to access a Multiparty Video Conference system, whether hosted internally within the MPLS network, or cloud hosted (access to the cloud services will be via IDC Head Office);
- The solution must be flexible for downgrade, upgrade and cancellation of sites as and when business requirements dictate;
- The bidder shall also indicate the site preparation requirements for installation in terms of the size and weight of the System/sub-system (space required), operating temperature and relative humidity, dust level, requirement of air-conditioner, power requirement (stabilizer, UPS), electrical grounding (earthing), grouting requirement, floor/ceiling type, requirement of false floor/ceiling, etc., separately for each equipment. Load on power and heat dissipation for each of the equipment shall also be mentioned. The selected Bidder shall submit the document regarding site preparation requirements. The bidder shall be responsible for checking whether the site is made ready as per the requirements before installing and commissioning links. The IDC's deliverable specifically includes supply of power and UPS, Earthing, and providing rack space (42 U cabinet) for keeping the equipment required for the installation of last mile infrastructure. The IDC shall provide building earthing for commissioning of Network / Telecom devices. However, if the bidder warrants separate earthing for the devices, it should be arranged by the bidder and it is the bidder's responsibility to get the clearance from the concerned authorities;
- The selected bidder should carry out all civil works if any related to the installation & commissioning of the links. In case any damage to IDC's property / third party property during execution of the work or subsequently, the bidder has to replace /make good the damaged property at its own cost and pay compensation if any;
- Ownership, maintenance and upkeep of the equipment are the bidder's responsibility and IDC will not be responsible for any damage to bidder equipment due to voltage fluctuation, surge, earthing issues etc. The bidder also has to arrange for the necessary insurance for the equipment installed at IDC's premises at no cost to IDC. Replacement of faulty equipment/ rectification of the same are under the scope of the bidder and the same has to be provided at no extra cost to the IDC;
- The upgrade of the Hardware/Software/firmware for the equipment provided by the bidder as a part of solution to this RFP is the responsibility of the bidder and the same should be done at no additional cost to the IDC so as to meet all the terms and conditions of this RFP. Any vulnerability identified and published by the manufacture of the equipment should be patched by the bidder within a change control period, and as advised by the manufacturer;
- Maintaining the availability of end-to-end Connectivity in line with the terms and conditions of Service Level Agreement (SLA);
- The bidder must provide link status, uptime, downtime, capacity, utilization and other parameters through a web portal or any licensed application to the IDC on real/near real time basis. However, the IDC can also deploy its own tool to monitor the links and the bidder must agree to provide the IDC with read-only access to the managed cpe devices;
- The bidder must pro-actively monitor the links for up-time and take the necessary measures in restoring service during outages in line with the SLA. It is the bidder's responsibility to notify the IDC technical staff of line failures;
- Monthly report (on daily traffic analysis) for each link separately;
- Monthly report (on performance indicators as per SLA) for each link;

- Detailed report for preventive maintenance (quarterly) for each link;
- Detailed report of call lodged for rectification (quarterly) for each link;
- Root Cause Analysis for all performance and availability problem that occur. Formal root cause analysis should be delivered within five days of problem occurrence, including detailed technical explanation of the root cause, and measures taken to prevent it from re-occurring;
- Action plan to prevent re-occurrence, with project plan / tasks required and timing for each major milestone of the correction effort, and identification of the IDC's responsibilities in the correction process;
- The following tasks are required to be carried out by the selected bidder for ensuring maximum uptime as part of the project;
 - The supplier shall provide maintenance services during the period of contract as per standards defined in this RFP.
 - Overall maintenance of links and related equipment.
 - Checking network status and taking remedial action in case of problems.
 - Providing all the required links network reports as and when required by the IDC.
 - The supplier shall conduct preventive maintenance including inspection, testing, and satisfactory execution of all diagnostics in addition to the normal maintenance required.
 - Troubleshooting / repair /restoration of all supplied networking equipment and other components (if any).
 - Reconfiguration which includes de-installation/re-installation/shifting of links in case the situation demands.
 - Performance tuning.
- The selected bidder is bound to demonstrate the performance of all the links, as required by the IDC during commissioning of the links and during the service period of the links;
- The Bidder shall provide all required equipment and services, whether or not explicitly mentioned in this RFP to ensure the intent of specification, completeness, operability, maintainability and upgradeability of the solution;
- Any of the IDC's network segments should be reachable directly from any other IDC's location through the bidder's MPLS cloud, via the shortest path within the service provider's network, without reaching the IDC's Data Centre (DC) as the case may be;
- Service Provider should have fully-fledged "Network Management Centre /Network Operating Centre (NMC/NOC)", round the clock (24x7x365 basis) manned by skilled technical manpower, for the efficient centralised remote monitoring, configuration, diagnose, troubleshooting and performance management of backbone network and last mile network over which the connectivity for IDC shall be provisioned;
- The bidder shall arrange required Right of way permission from local Municipals/authorized agency for road cutting, digging, laying Fibre etc., Bidder shall produce such permission copy from these agencies, if IDC requires;
- The selected Bidder shall take all steps to ensure safety of their and the IDC's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-vendors. The bidder shall also ensure cleanliness of the site (work area) during execution of the contract;
- In case, at any point of time IDC shifts its DC, Branches/Offices from the existing location/premises to new location/premises, the service provider has to co-ordinate with

the IDC for shifting of their MPLS Links to the new location. If the existing Last Mile technology is not feasible at the new location, the bidder should provide equivalent or better reliable connectivity without compromising the SLA and Security;

- Service provider’s MPLS VPN network should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same Provider Edge (PE) Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the IDC should not carry any internet routes. Service provider has to provide network topology showing how internet is provided on MPLS cloud;
- The Bidder has to submit proof/ undertaking for providing dedicated 1:1 media for the usage by IDC, and that their MPLS VPN network is fully isolated from Internet traffic;
- The bidder should perform proactive monitoring of links and proactive fault detection and management. The IDC will require SNMP (read- only) access to the bidder’s CPE equipment, for proactive monitoring of the link. The required equipment supplied by the bidder under this RFP shall be maintained and monitored online by the bidder for maintaining the required SLA uptime parameters; and
- Service provider’s CPE equipment must be label as per IDC office geographic location.

Class of Service (CoS) Allocation must be as per the table below

Table 2

| Site | CoS | Bandwidth in kbps | Application |
|-----------------|-----|-------------------|--------------|
| Head Office | 1 | 26 624 | Voice |
| | 2 | 106 496 | Video |
| | 3 | 133 120 | Default/data |
| Regional Office | 1 | 2048 | Voice |
| | 2 | 8192 | Video |
| | 3 | 10 240 | Default/data |

4. Service Level Agreement (SLA)

4.1 Calculation of Service Level Agreement

4.1.1 Link uptime Head Office: the guaranteed Uptime of 99.9% of each circuit will be calculated separately on a monthly basis.

4.1.2 Uptime Penalty in percentage of total Monthly payment:

| | |
|------------------|-----|
| >=99.9 | 0 |
| > 98.9 to < 99.8 | 10 |
| > 97.9 to < 98.8 | 20 |
| > 95.9 to < 97.8 | 30 |
| > 90.9 to < 95.8 | 70 |
| < 90.9 | 100 |

4.1.3 Link uptime Regional Offices: the guaranteed Uptime of 99% of each circuit will be calculated separately on a monthly basis.

4.1.4 Uptime Penalty in percentage of total Monthly payment:

| | |
|----------------|-----|
| >=99 | 0 |
| > 98. to < 99. | 10 |
| > 97 to < 98. | 20 |
| > 95 to < 97 | 30 |
| > 90 to < 95 | 70 |
| < 90 | 100 |

Note:

- The successful bidder will enter into a contract with the IDC which shall be reviewed after the initial first six months to ensure alignment with the IDC requirements, which review shall become effective from the project sign off date, after which the contract will be reviewed based on network performance, network availability, reliability amongst others.

5. Project timelines

The appointed service provider(s) will be required to start immediately after signing the Project Implementation contract. After completion of Project Implementation, a maintenance and services will be entered into for a period of five (5) years, subject to annual review of service provider's performance.

6. Technical evaluation criteria

6.1. Mandatory Technical Requirements

The service provider must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

| 6.1.1 ICASA | Comply | Not Comply |
|---|--------|------------|
| <p>The bidder must have a valid license to operate and provide ISP services.</p> <p>The bidder must submit as part of this response a valid ICASA License Certificate as proof that they are licensed to operate and provide ISP services.</p> | | |
| <p>Substantiate / Comments</p> | | |

| 6.1.2 Fibre back-bone | Comply | Not Comply |
|--|--------|------------|
| <p>The bidder must have their own back-bone network on fibre.</p> <p>The bidder must submit as part of this response their backbone network design drawing.</p> | | |
| <p>Substantiate / Comments</p> | | |

| 6.2.3 FULL MESH MPLS VPN | Comply | Not Comply |
|--|--------|------------|
| <p>Any of the IDC's network segments should be reachable directly from any other IDC's location through the bidder's MPLS cloud, via the shortest path within the service provider's network, without reaching the IDC's Data Centre (DC) as the case may be.</p> <p>The bidder must substantiate on how this requirement will be met</p> | | |
| <p>Substantiate / Comments</p> | | |

| 6.1.4 BANDWIDTH | Comply | Not Comply |
|---|--------|------------|
| <p>The bidder will be required to maintain and ensure guaranteed matching of the last mile bandwidth capacity within the MPLS virtual links.</p> <p>The bidder must substantiate how this will be offered and guaranteed on their network.</p> | | |
| Substantiate / Comments | | |

| 6.1.5 IP SCHEMA | Comply | Not Comply |
|---|--------|------------|
| <p>The bidder must confirm that the IDC will be free to use any LAN IP schema throughout the service provider's MPLS VPN network as long as it is unique in the IDC's network. WAN IP Schema will be mutually agreed with the selected bidder.</p> <p>The bidder should be able to route IDC's LAN subnets, loopback in their MPLS cloud and supports any routing protocols (static/dynamic) preferred by the IDC.</p> <p>The bidder must explain how the above requirement will be met.</p> | | |
| Substantiate / Comments | | |

6.2 Other Technical Requirements

The service provider must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

| 6.2.1 BIDDER'S EXPERIENCE | Comply | Partially Comply | Not Comply |
|--|--------|------------------|------------|
| <p>The bidder must demonstrate relevant experience in provisioning of MPLS VPN services.</p> <p>The bidder must provide three (3) relevant contactable references of customers where MPLS VPN services are currently used in different provinces (confidentiality will be maintained). Please refer to Table (a) of Annexure 7 of this document for the format in which the required information must be provided.</p> <p>Please note : Only MPLS VPN clients</p> | | | |
| Substantiate / Comments | | | |

| 6.2.2 QOS (QUALITY OF SERVICE) | | | | |
|---|---------------|----------------|-------------------|-----------------------|
| The bidder must provide a detailed proposal of how the following requirements will be achieved. | Comply | Partial | Non Comply | Substantiation |
| a) The bidder Must be capable of provisioning efficient Quality of Service (QoS) on their network. The QoS must be flexible such that if there is no voice/video traffic, data can use all available bandwidth. | | | | |
| b) The bidder will be required to implement, monitor and manage Quality of Service (QoS) for the IDC. Based on this requirement the bidder must have QoS architecture that provides end-to-end guarantees for each class of service. The bidder will, in consultation with the IDC, develop a QoS strategy, policy, and standard and implementation plan | | | | |

| 6.2.3 CONNECTIVITY | Comply | Partially Comply | Not Comply |
|--|---------------|-------------------------|-------------------|
| The bidder must make sure that all regional office sites are connecting at 20 Meg speed, the Head Office at 260 Meg and the Head Office is connected via redundant fibre from different exchanges for high availability. The bidder must provide a detailed network design drawing of their proposal, detailing the connectivity types, as well as specifying the PoP each office will be connecting to. | | | |
| Substantiate / Comments | | | |

| 6.2.4 6.2.4 NETWORK TOPOLOGY | Comply | Partially Comply | Not Comply |
|---|---------------|-------------------------|-------------------|
| The bidder's MPLS VPN network should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS VPN network offered to the IDC should not carry any internet routes. The bidder must provide network topology showing how the MPLS cloud is separated from Internet traffic | | | |
| Substantiate / Comments | | | |

| 6.2.5 MONITORING AND REPORTING | | | | |
|---|---------------|----------------|-------------------|-----------------------|
| The bidder must provide a detailed proposal of how the following requirements will be achieved. | Comply | Partial | Non Comply | Substantiation |
| <p>a) The bidder must provide Web Portal with log on through credentials and view health of the links to monitor SLA parameters link status, uptime, downtime, capacity, utilization, traffic analysis, QoS graphs, and other parameters through a web portal to the IDC on real time basis. SNMP (read-only) access to monitor the link shall be provided by the Service Provider on CPE routers to the IDC.</p> <p>The bidder must substantiate on how this requirement will be met and provide print screens of the web portal, samples of utilization graphs and sample reports on real time.</p> | | | | |
| <p>b) The bidder will be required to monitor the performance of the network in terms of the following views using their own tools. Please elaborate how this will be done:</p> <ul style="list-style-type: none"> • Availability (Routers, Last Mile Connectivity; MPLS Connectivity); • Reachability / Accessibility (Routers and Last Mile Connectivity); and • Utilisation against Capacity (from site router to final point of the MPLS destination); | | | | |

| 6.2.6 CALL LOGGING AND TROUBLESHOOTING | Comply | Partially Comply | Not Comply |
|--|---------------|-------------------------|-------------------|
| <p>The bidder should have full-fledged "Network Management Centre /Network Operating Centre (NMC/NOC)", round the clock (24x7x365 basis) manned by skilled technical manpower, for the efficient centralised remote monitoring, configuration, diagnose, troubleshooting and performance management of backbone network and last mile network over which the connectivity for IDC shall be provisioned.</p> <p>Bidder must substantiate on how the required will be met including the process thereof.</p> | | | |
| Substantiate / Comments | | | |

| 6.2.7 | SERVICE LEVEL AGREEMENT (SLA) | Comply | Partially Comply | Not Comply | Bidder's proposed SLA |
|---------|--|--------|------------------|------------|-----------------------|
| 6.2.7.1 | The bidder must provide monthly uptime of 99.9% for IDC Sandton Link on 24x7x365 basis | | | | |
| 6.2.7.2 | The bidder must provide monthly uptime of 99.0 % for Links on Regional Office locations | | | | |
| 6.2.7.3 | <p>The bidder must make sure that the latency between any two IDC premises should be less than the following with and without load:</p> <ul style="list-style-type: none"> • 40 ms - Wired Media on OFC • 60 ms- Wireless Solution <p>The above latency will have to be demonstrated by the service provider, as and when required by the IDC, between the service provider demarcation points at each of the IDC's premises including local lead and WAN cabling.</p> | | | | |
| 6.2.7.4 | Packet loss on each link must be – less than 1 % for wired connectivity and less 2% for all wireless connectivity | | | | |
| 6.2.7.5 | Jitter Less than 25ms for real time traffic | | | | |
| 6.2.7.6 | <p>Mean Time to Restore per incident (MTTR) must be as follows:</p> <p><= 2 hours (IDC Head Office)</p> <p><= 8 hours (IDC Regional Offices)</p> | | | | |

| 6.2.8 NETWORK SECURITY | Comply | Partially Comply | Not Comply |
|---|--------|------------------|------------|
| <p>The Network should have safeguards and security against attacks (flooding, man in the middle, Denial of Service, etc.), unauthorized access, tapping and sniffing of data on the WAN.</p> <p>The bidder must indicate how this requirement will be fulfilled,</p> | | | |
| Substantiate / Comments | | | |

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

1 **NOTE: All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).**

2 Are the rates quoted firm for the full period of the contract?

YES

NO

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g. CPI etc.

3 All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

4

Is the proposed bid price linked to the exchange rate?

Yes

No

If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:

5

Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice.

Comply

Not Comply

6

The IDC reserves the right to consider the guidelines on consultancy rates as set out in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures** which took effect from 01 January 2014, where relevant.

Comply

Not Comply

The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.

Substantiate / Comments

7 COSTING MODEL

Table A: Service Cost

| Site ID | Site | Proposed Medium and Last Mile Provider | Bandwidth Cos(1)/Cos(2)/Cos(3) | Monthly Service Fee (VAT Excl.) | | | Monthly Service Fee (VAT Excl.) Circuit/ link/port | Total Monthly Service Fee (VAT Excl.) |
|--|-----------------------|--|--------------------------------|---------------------------------|---------|---------|--|---------------------------------------|
| | | | | CoS (1) | CoS (2) | CoS (3) | | |
| 1 | Head Office - Sandton | | 26 624/106 496//133 120 Kbps | | | | | |
| 2 | East London | | 2048/8192/10240Kbps | | | | | |
| 3 | Port Elizabeth | | 2048/8192/10240Kbps | | | | | |
| 4 | Bloemfontein | | 2048/8192/10240Kbps | | | | | |
| 5 | Durban | | 2048/8192/10240Kbps | | | | | |
| 6 | eMalahleni | | 2048/8192/10240Kbps | | | | | |
| 7 | Polokwane | | 2048/8192/10240Kbps | | | | | |
| 8 | Mbombela | | 2048/8192/10240Kbps | | | | | |
| 9 | Kimberly | | 2048/8192/10240Kbps | | | | | |
| 10 | Upington | | 2048/8192/10240Kbps | | | | | |
| 11 | Brits | | 2048/8192/10240Kbps | | | | | |
| 12 | Mahikeng | | 2048/8192/10240Kbps | | | | | |
| 13 | Rustenburg | | 2048/8192/10240Kbps | | | | | |
| 14 | Cape Town | | 2048/8192/10240Kbps | | | | | |
| Once off Installation Fee for all sites (VAT Excl.) | | | | | | | | |
| Table A Total Cost (VAT Excl.) | | | | | | | | |

Note: Installation cost must be inclusive of all related cost e.g. labour, consumables and disbursements.

Table B: Managed CPE

| Site ID | SITE | Device Name | Quantity | Monthly Fee (VAT Excl.) |
|--|-----------------------|-------------|----------|-------------------------|
| 1 | Head Office - Sandton | | | |
| 2 | East London | | | |
| 3 | Port Elizabeth | | | |
| 4 | Bloemfontein | | | |
| 5 | Durban | | | |
| 6 | eMalahleni | | | |
| 7 | Polokwane | | | |
| 8 | Mbombela | | | |
| 9 | Kimberly | | | |
| 10 | Upington | | | |
| 11 | Brits | | | |
| 12 | Mahikeng | | | |
| 13 | Rustenburg | | | |
| 14 | Cape Town | | | |
| Once-off Installation Fee for all sites (VAT Excl.) | | | | |
| Table B Total Cost (VAT Excl.) | | | | |

Note: The bidder cost shall be inclusive of all required equipment and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.

Table C: Cost Summary

| Activity/ Deliverable | | Total Cost (VAT Excl.) |
|---|------------------------------------|-------------------------------|
| Service Cost | Total Monthly Fee | |
| | Total Once-off Installation | |
| CPE Cost | Total Monthly Fee | |
| | Total Once-off Installation | |
| Total Cost (VAT Excl.) Year 1 | | |
| Total Cost (VAT Excl.) Year 2 | | |
| Total Cost (VAT Excl.) Year 3 | | |
| Total Cost (VAT Excl.) Year 4 | | |
| Total Cost (VAT Excl.) Year 5 | | |
| Total Bid Price (VAT Excl.) for Five Years | | |

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T10/02/22**, the General Conditions, and all other Annexures to the RFP Document, we offer to Supply and Maintain a Converged Voice, Video and Data MPLS VPN to NetworkIDC as specified in this RFP document.

R..... (Excluding VAT)

In words

R..... (Excluding VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that IDC will incur no additional costs whatsoever, other than in respect of VAT, over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by the IDC.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF: COMPANY NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

Annexure 1: Acceptance of Bid Conditions and Bidder's Details

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

| | |
|---|--|
| Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below: | |
| Supplier Number | |
| Unique registration reference number | |

BIDDING STRUCTURE

| | |
|---|--|
| Indicate the type of Bidding Structure by marking with an 'X': | |
| Individual Bidder | |
| Joint Venture/ Consortium | |
| Prime Contractor with Sub Contractors | |
| Other | |

REQUIRED INFORMATION

| | |
|------------------------------|--|
| If Individual Bidder: | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |

| | |
|------------------------------|--|
| If Individual Bidder: | |
| Email address | |
| Postal Address | |
| Physical Address | |

| | |
|---|--|
| If Joint Venture or Consortium, indicate the following for each partner: | |
| Partner 1 | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |
| Partner 2 | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |

| If bidder is a Prime Contractor using Sub-contractors, indicate the following: | |
|---|--|
| Prime Contractor | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Sub contractors | |
| Name of Company | |
| Company Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Subcontracted work as a % of the total value of the contract | |

Annexure 2: Tax Compliance Requirements

| 1. TAX COMPLIANCE REQUIREMENTS | |
|---|--|
| 1.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 1.2 | 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. |
| 1.3 | 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. |
| 1.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. |
| 1.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. |
| 1.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 2.1 | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.2 | DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.3 | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.4 | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <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 1.3 ABOVE.</p> | |

| | | |
|----------------------------|----------------------------|--|
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | |
|----------------------------|----------------------------|--|

Annexure 3: Supply chain management practices questionnaire

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

[Note to the Respondent: The Respondent must complete the information set out below. If the Respondent requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

The bidder must complete the following questionnaire.

Bidder's past supply chain management practices:

| Item | Question | Yes | No |
|------|--|-------------------------------------|------------------------------------|
| 3.1 | <p>Is the Bidder or any of its directors listed on the South African National Treasury's database 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 South African National Treasury after the <i>audi alteram partem</i> rule was applied).</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| | If so, provide particulars: | | |
| 3.2 | <p>Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the <i>Prevention and Combating of Corrupt Activities Act</i> No 12 of 2004?</p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number +27123265445.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| | If so, provide particulars: | | |
| 3.3 | <p>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?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| Item | Question | Yes | No |
|------|---|---------------------------------|--------------------------------|
| | If so, provide particulars: | | |
| 3.4 | Does the Bidder relate to any IDC employee or part of IDC current or past staff (employee) establishment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| | If so, provide particulars: | | |
| 3.5 | Was any contract between the Bidder and any organ of state (within the Republic of South Africa or within any foreign territory) terminated during the past five years on account of failure to perform on or comply with the contract? | | |
| | If so, provide particulars: | | |

I, _____ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company: _____

Company Registration Number: _____

Company VAT Registration Number: _____

Signature

Date

Annexure 4: 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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder (i.e. shareholder, partner, **YES / NO** director etc.), aware of any relationship (family, friend, other) between any other bidder or any other company and any person employed by the IDC or the dti 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 company whether or not they are bidding for this contract? The IDC reserves the right to undertake further background checks on any other company where partners, shareholders or any interested party of the bidder may be involved in and to consider any findings in this regard as part of its vetting processes.

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 / Persal Number |
|------------------|------------------------|--------------------------------------|--|
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1. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT IDC MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

Annexure 5: Certificate of Independent Bid Determination

SBD 9

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.
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

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.

Annexure 6: Shareholders and Directors Information

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

6.1 Shareholders/ Members

| Name of the shareholder | ID Number | Race | Gender | % shares |
|-------------------------|-----------|------|--------|----------|
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Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

6.2 Black Shareholders/ Members as per the B-BBEE Certificate

| Name of the shareholder | ID Number | Race | Gender | % shares |
|--|-----------|------|--------|----------|
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| Total Black Shareholding % as per the current and valid B-BBEE Certificate | | | | |

6.3 Directors

| Name of the shareholder | ID Number | Race | Gender |
|-------------------------|-----------|------|--------|
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I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

| | | | | |
|--|--|--|--|--|
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Annexure 8: BEE Commitment Plan

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the B-BBEE Contribution Level status that is in accordance with a valid B-BBEE certificate.

Bidders are therefore required to submit a B-BBEE improvement plan in view of the new B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

Annexure 9: Disclosure Statement

Disclosure Statement

In terms of the tender condition 8.6, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

- 9.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to disqualify from further consideration, any bidder whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 9.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (with sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
 - 9.2.1 any criminal charges made against the bidder or any of its directors, shareholders or management officials regarding their professional conduct;
 - 9.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders or management officials regarding their professional conduct; and
 - 9.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders or management officials regarding their professional conduct.
- 9.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 9.2 above must be made separately in respect of each consortium partner
- 9.4 In the event that the bidder's circumstances change, after submission of its bid, in regard to any matter referred to in paragraph 9.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 9.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 9.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 9.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right to disqualify a bidder from further participation in the tender process. Disqualification on this ground may be done at any stage in the bid evaluation process prior to contract award.

Annexure 10: Local Content Declaration (If Relevant)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

2. General Conditions

2.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

2.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

2.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

2.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

2.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

2.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

The minimum threshold for local content as published on the **dtic** website and as issued by National Treasury as instruction notes, should be considered, and will become applicable to this requirement, **where relevant**. The **dtic's** latest list of designated sectors can be accessed on: <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and the National Treasury latest instruction notes can be accessed on <http://ocpo.treasury.gov.za/Pages/default.aspx>. In the event of any conflict between **dtic** and National Treasury on specified local content minimum thresholds, the IDC reserves the right to apply the most relevant during the adjudication of this RFP. The inclusion of minimum local content thresholds is therefore included to this RFP by reference to the relevant websites listed herein, for products listed (where applicable) if not specified herein.

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: IDC

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure 11: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

| | |
|--------------------------|--|
| Request for Proposal No: | |
| Name of Bidder: | |
| Authorised signatory: | |

Protecting personal information is important to the Industrial Development Corporation (IDC). To do so, IDC follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

IDC's role as a responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective clients, third parties, suppliers and operators.

Who is an Operator? A person or body/ entity which processes personal information for the IDC in terms of a contract or mandate.

Who is a Supplier? a natural or juristic person that provides a product or renders a service to the IDC. A supplier could also be considered as an operator, an independent responsible party or (together with IDC) a joint responsible party.

If the supplier or business partner provides IDC with its related persons' personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and processing of their personal information with/by IDC. IDC will process the personal information of related persons as stated under a contractual agreement or as required by any related legislation.

Examples of the personal information of the supplier or business partner where relevant may include (but are not limited to): financial information, including bank statements provided to the IDC; - invoices issued by the supplier or business partner; the contract/ legal agreement between the IDC and the supplier or business partner; other identifying information, which includes company registration numbers, VAT numbers, tax numbers and contact details; marital status and matrimonial property regime (e.g. married in community of property); nationality; age; language; date of birth; education; financial history; identifying numbers (e.g. an account number, identity numbers or passport numbers); email address; physical address (e.g. residential address, work address or physical location); information about the location (e.g. geolocation or GPS location); telephone numbers; online and other

unique identifiers; social media profile/s; biometric information (like fingerprints, facial recognition signature; race; gender; sex; criminal history.

Example of Special personal information is personal information about the following: - criminal behaviour, or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings; religious and philosophical beliefs; trade union membership; political beliefs; health, including physical or mental health, disability and medical history; or biometric information (e.g. to verify identity).

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the IDC and is considered an operator of the IDC, the supplier or the business partner will be required to adhere to the obligations set out in the IDC data privacy or POPIA policy. This policy sets out the rules of engagement in relation to how personal information is processed by suppliers and business partners on behalf of the IDC as well as the minimum legal requirements that IDC requires the suppliers and business partners to adhere to, including compliance with POPIA as summarised in the below table.

| Item | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | Yes | No |
|------|--|---|--|
| 11.1 | <p>Accountability</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied.</p> | <p>Yes</p> <input data-bbox="1257 1155 1289 1189" type="checkbox"/> | <p>No</p> <input data-bbox="1353 1155 1385 1189" type="checkbox"/> |
| 11.2 | <p>Processing Limitation</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p> | <p>Yes</p> <input data-bbox="1257 1641 1289 1675" type="checkbox"/> | <p>No</p> <input data-bbox="1353 1641 1385 1675" type="checkbox"/> |
| 11.3 | <p>Purpose Specification</p> <p>All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI.</p> | <p>Yes</p> <input data-bbox="1257 1870 1289 1904" type="checkbox"/> | <p>No</p> <input data-bbox="1353 1870 1385 1904" type="checkbox"/> |

| Item | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | Yes | No |
|------|--|---------------------------------|--------------------------------|
| 11.4 | <p>Further Processing Limitation</p> <p>Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seeks to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11.5 | <p>Information Quality</p> <p>The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11.6 | <p>Open Communication</p> <p>Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11.7 | <p>Security Safeguards</p> <p>It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal Information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11.8 | <p>Data Subject Participation</p> <p>A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I, _____ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company/ Entity:

Company/ Entity Registration Number:

Company/ Entity VAT Registration Number:

Signature (Company/ Entity Representative)

Date