



T24/05/23

**APPOINTMENT OF A TRANSACTION
ADVISOR TO PROVIDE SELL-SIDE
ADVISORY SERVICES**

**BID CLOSING DATE:
19 MAY 2023 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: | Mr Joseph Phiri |
| Telephone Number: | +27 11 269 3810 |
| Email address: | josephp@idc.co.za |

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 11 May 2023**.
- 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 **19 May 2023** 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 **30 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 regarding 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 02 of 2016/2017: 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 fulfillment 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 fulfillment 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 whose Tax Status is non-compliant on the Central Supplier Database (CSD), after they have been notified accordingly and still remain non-compliant;
- 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 POPIA requirements as listed herein.

11. Returnable Schedules

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

- 11.1 Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)
- 11.2 Schedule 1:**

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

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

11.3 Schedule 2

11.3.1 Copy of Board Resolution, duly certified;

11.3.2 Originally certified copy of ID document for the Company Representative

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

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

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

11.3.6 Response to Annexure 6: BEE Commitment Plan

11.3.7 Bidders must submit a B-BBEE verification certificate. 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).

11.3.8 Annexure 7 of this RFP document (duly responded to)

11.3.9 Annexure 8 of this RFP document (duly completed and signed, if applicable);

11.3.10 Annexure 9 of this RFP document (duly completed and signed);

11.3.11 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.

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

11.4 Schedule 3:

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

11.4.2 Annexure 5 of this RFP document duly completed and signed.

11.5 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*)

12. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

12.1 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:

- Verification of Central Supplier Database (CSD) registration, Company Registration status, tax compliance status and any other relevant checks conducted on CSD.

- 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: Bidder's Disclosure
 - Annexure 4: Shareholders' Information/ Group Structure
 - Annexure 5: Bidders Experience & Project Team
 - Annexure 6: BEE Commitment Plan
 - Annexure 7: Disclosure Statement
 - Annexure 8: 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.

12.2 Phase 2: Technical/ Functionality Evaluation

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

12.2.1 Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Other Functional Requirements. The Mandatory Functional Requirements are stated in section 2 of this RFP document.

Failure to comply with the Mandatory Functional Requirements assessed in this phase will lead to disqualification of bids.

12.2.2 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 Relevant Experience | 40 |
| Bidders Proposed Methodology | 25 |
| Qualifications, Experience and Skills of Key Personnel | 35 |
| 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 Specific Goals.

12.3 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 |
| Specific Goals ¹ | 20 |
| TOTAL | 100 points |

¹Specific Goals for this tender and points that may be claimed are indicated per table below:

| SPECIFIC GOALS | POINTS |
|---|----------------|
| | (80/20 system) |
| Black ownership ² | 10 |
| 30% Black women ownership | 5 |
| Any % of ownership by Black Designated Groups ³ | 2 |
| Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE) | 3 |
| Total Points | 20 |

²Black ownership: 100% black owned entities will score the full 10 points (if 80/20 system), and between 51% - 99.99% black owned entities will score 4 points (if 80/20 system).

³Black Designated Groups has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Act as amended.

13. 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 either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals 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 or 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 Industrial Development Corporation of South Africa Limited (the IDC) is a self-financing, state-owned national development finance institution which provides financing to entrepreneurs engaged in competitive industries and follows normal company policies and procedures in its operations.

The IDC financed a manufacturing facility situated in Cape Town, South Africa (the asset) and requires the services of a transaction advisor to provide sell-side advisory services related to the formulation of a sustainable investment thesis aimed at marketing the asset for investment, sourcing strategic equity partners for the asset and executing an investment transaction to financial close.

The transaction advisor will be required to develop a business case and financial structure (including a valuation of the asset) aimed at developing a sound investment thesis to attract investment interest. Upon approval of the investment thesis the transaction advisor will be required to play a lead role in marketing the asset, sourcing interest and presenting a shortlist of qualified investors. The transaction advisor will be required to manage the end-to-end process up to the financial close in a phased approach aligned to the below scope of work.

3. Scope of work/Terms of reference

The scope of work includes the following, amongst other things.

- Consult with, advise, and assist the IDC team in analyzing, structuring, and negotiating the terms of a sale of shares of the asset.
- Advise on the most appropriate mechanism and structure for implementation of a sale of shares in the asset.
- Assist the IDC team, when required, in any proceedings relating to regulatory approvals that may be required.

Phase 1

1.1 Market Preparation & Preliminary Due Diligence

- Development of a detailed process plan in collaboration with the IDC team which expressly outlines the transaction timelines and allocation of tasks to ensure (i) maximum value for the asset and (ii) speed and certainty of close.
- To jointly manage the execution of the transaction timetable with the IDC team and constantly monitor the progress made on and the final delivery of the allocated tasks.
- Together with the IDC team initiate and facilitate kick-off meetings with the asset's management team to have a very detailed understanding of the business.
- As part of the kick-off meetings identify initial key unique value proposition of the asset which will make it attractive to prospective investors and highlight potential key issues from a due diligence perspective.
- Perform comprehensive financial analysis on the business and prepare of the Financial Model.
- Provide an overview of current market dynamics which will affect the sale, including.
 - ✓ Valuation of the asset,
 - ✓ Comparable precedent transactions (to assist the IDC Team to form a valuation view which will be acceptable in the market).
- Work with the IDC team in engaging the broader market and identifying prospective buyers for the asset, including advising the IDC team on the best marketing strategy (targeted or broad) to maximise value without compromising the speed and certainty to close.
- Work with the IDC team to develop a robust buyer universe leveraging their experience and relationships, ensuring the most reputable and qualified potential buyers come through the process.
- Following detailed discussions with the company's management team, preliminary Due Diligence (DD) and analysis of the data provided, develop the Investment Teaser, Confidential Information Memorandum and Management Presentation.

Phase 2

2.1 Marketing

- Make initial contact with prospective investors, including distribution of NDAs and Teaser, including providing prospective buyers a high-level summary of the investment opportunity where required.
- Finalizing NDAs and distributing the detailed Confidential Information Memorandum to prospective buyers who have formally registered their interest on the investment opportunity.
- Secure non-binding offers ("NBOs") from prospective buyers.
- Compiling the NBOs from prospective buyers and perform a comparative analysis for the IDC team considering factors including valuation, structure, timeline to close, strategic synergies and buyer post implementation strategies etc.
- Verify and validate the NBOs submitted by prospective buyers, including doing an initial assessment on the buyers' ability and financial capacity to execute the transaction.

- Work with the IDC team in selecting prospective investors who will be invited to the next round of the sales process.

2.2. Management Presentation

- Together with the IDC team hold pre-management presentation meetings with the target's management team to prepare the team for the due diligence site visits.
- Facilitate management presentations and due diligence site visits, including co-ordinating the entire process and managing information flow between the management team, the IDC team, and prospective buyers.
- Depending on the chosen marketing strategy, consistently ensure that there is a competitive environment between prospective investors whilst keeping the process moving at an efficient pace.

2.3. Virtual Data Room

- Create and build out the Virtual Data Room ("VDR") with key due diligence information throughout the sales process.
- Review and add new additional information to the VDR, including the management of granting access to preferred bidders.
- Managing the VDR, Q&A sessions from prospective buyers and providing timely responses to keep with the transaction timelines.

Phase 3

3.1 Binding Offers

- Working with the IDC team to develop a detailed and comprehensive Process Letter for final binding offers ("FBOs") and distributing these to buyers in the final bidding stage.
- Compiling the FBOs from prospective buyers and perform a comparative analysis for the IDC team taking various factors into account including valuation, structure, timeline to close, strategic synergies and buyer post-implementation strategies etc.
- Assisting the IDC team with a detailed review of the FBOs and providing prospective buyer with any additional information needed to firm up their respective offers, including negotiation of key FBO items.
- Advising the IDC team on the best negotiation tactic to maximize value and meet its objectives.
- Providing support to the IDC team in recommending a final buyer to the IDC committees.

3.2 Closing

- To assist with the negotiation and implementation of the definitive purchase agreement and pay-away.
- Project managing the entire closing process to finalise all closing conditions and ultimately the execution of the definitive purchase agreement.

4. Project timelines

The appointed service provider(s) will be required to start immediately after award and provide the services for a period aligned to phases as follows:

Phase 1: 4 - 6 Weeks.

Phase 2: 4 – 8 Weeks; and

Phase 3: 4 – 8 Weeks.

5. Technical evaluation criteria

5.1. 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.

| 5.1.1. BIDDER'S RELEVANT EXPERIENCE | Comply | Partially Comply | Not Comply |
|---|--------|------------------|------------|
| <p>The bidder must have relevant experience in providing sell-side advisory services including competence in developing confidential Information memoranda and having successfully closed Mergers & Acquisitions-type transactions.</p> <p>The bidder must provide three (3) references for similar work done in the past eight (8) years.</p> <p>Refer to Table (a) Annexure 5 of this document for the response format provided.</p> | | | |
| Substantiate / Comments | | | |

| 5.1.2 BIDDER'S PROPOSED METHODOLOGY | Comply | Partially Comply | Not Comply |
|--|--------|------------------|------------|
| <p>The bidder must demonstrate thorough understanding of the objectives and deliverables of this project.</p> <p>The bidder must provide a detailed proposal of the methodology/ approach they will use to carry out the scope of work outlined in this project and clearly demonstrate with timelines how each deliverable will be achieved.</p> | | | |
| Substantiate / Comments | | | |

| 5.1.1. QUALIFICATIONS, SKILLS, AND EXPERIENCE OF PROPOSED PERSONNEL | Comply | Partially Comply | Not Comply |
|--|--------|------------------|------------|
| <p>The bidder's key personnel of the proposed team must have experience providing sell-side advisory services. The team composition must comprise of personnel with qualifications such as SAICA, CIMA, CFA, ACCA.</p> <p>The bidder must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The structure and composition of the proposed team to be deployed for the duration of the assignment, clearly outlining the main disciplines/ specialties of personnel. • The bidder must submit brief CVs of the proposed personnel clearly highlighting qualifications, areas of experience/ competence relevant to the tasks as outlined above. <p>Please refer to Table (b) Annexure 5 of this document for the format in which the required information must be provided.</p> | | | |
| Substantiate / Comments | | | |

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

1. **NOTE: All prices must be VAT inclusive (where applicable) 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 |
| | | |
| <i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i> | | |

| | | |
|--|--------|------------|
| 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 02 of 2016/2017: Cost Containment Measures which took effect from 01 January 2014, where relevant. The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures. | Comply | Not Comply |
| | | |

| |
|-------------------------|
| Substantiate / Comments |
|-------------------------|

7. COSTING MODEL

| Activity/ Deliverable | Resource(s) | Rate/Hour per resource | Number of hours | Cost (VAT Excl.) |
|--|-------------|------------------------|-----------------|------------------|
| Phase 1 | | | | |
| Market Preparation & Preliminary Due Diligence | | | | |
| Phase 2 | | | | |
| Marketing | | | | |
| Management Presentation | | | | |
| Create and build out the Virtual Data Room ("VDR") | | | | |
| Phase 3 | | | | |
| Binding Offers | | | | |
| Project managing the entire closing process | | | | |
| Disbursements | | | | |
| Sub-Total Price (VAT Excl.) | | | | |
| VAT at 15% | | | | |
| Total Bid Price (VAT Incl.) | | | | |

The bidder must provide a detailed breakdown of the Disbursements as follows:

| Cost Element | Cost (VAT Excl.) |
|--------------------------------|------------------|
| | |
| | |
| Sub-Total Disbursements | |

Note on pricing:

Disbursements (incidental expenses other than professional fees e.g., travel and accommodation, printing costs, etc.) must be clearly defined, outlining all assumptions. It is of utmost importance to submit clear and comprehensive cost proposals to allow the IDC to fairly compare bid price / cost proposals. If there is no additional fee envisaged for Disbursements, then the bidder must clearly indicate "No Charge / Free of Charge". Failure to clearly indicate this, would result in IDC penalising your bid response by taking the cost of the highest bidder and adding 50% thereto and apply this rate for purposes of price comparisons. Bidders are therefore requested to respond clearly and comprehensively on this aspect of their bid response.

SUMMARY OF THE PROPOSAL

| DESCRIPTION | BIDDER'S PROPOSAL |
|---------------------------------|-------------------|
| Number of resources (personnel) | |
| Project duration (in hours) | |
| Project duration (in months) | |
| Commencement Date | |

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Quotation (RFQ) Document, **T24/05/23** the General Conditions, The Requirement, and all other Annexures to the RFQ Document, we offer to provide sell-side advisory services related to the formulation of a sustainable investment thesis, as per the specifications for a period of twenty (22) weeks, at a total amount of:

R..... (Including VAT)

In words

R..... (Including 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 over and above this amounts 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 | |
| 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: Bidder's Disclosure

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise,

employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
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| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Annexure 4: 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.]

4.1 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.

4.2 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 | | | | |

4.3 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

Annexure 6: 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 Specific Goals which requires the bidder to have a valid B-BBEE certificate or a sworn affidavit in case of a EME or QSE.

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 7: 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:

- 7.1 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.
- 7.2 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):
 - 7.2.1 any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 7.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 7.2.3 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.
- 7.3 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.
- 7.4 In the event that the bidder's circumstances change, after submission of its bid, regarding 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.
- 7.5 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.
- 7.6 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 8: 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 |
|------|---|---------------------------------|--------------------------------|
| 8.1 | <p>Accountability 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> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8.2 | <p>Processing Limitation 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> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8.3 | <p>Purpose Specification 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> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8.4 | <p>Further Processing Limitation 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 seek 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"/> |
| 8.5 | <p>Information Quality 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"/> |
| 8.6 | <p>Open Communication 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"/> |

| Item | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | Yes | No |
|------|--|---------------------------------|--------------------------------|
| 8.7 | Security Safeguards 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8.8 | Data Subject Participation 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. | 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