



T38/11/2023

**REQUEST FOR PROPOSAL FOR TRANSACTION
ADVISORY SERVICES FOR THE REFURBISH,
OPERATE & TRANSFER PROGRAMME**

**BID CLOSING DATE:
20 NOVEMBER 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: | Ms. Ntombifikile Mokgeseng |
| Telephone Number: | +27 11 269 4381 |
| Email address: | NtombifikileN@idc.co.za |

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 13 November 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 via IDC E-mail address tenders@idc.co.za.
- 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 **20 November** 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, and any other platform will be disqualified and will not be considered for evaluation.
- 4.4 The IDC will not be held responsible for any of the following:
- 4.4.1 bid responses not submitted via dedicated e-mail address provided herein.

- 4.4.2 bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
 - 4.4.3 any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
 - 4.4.4 bid responses received late due to any IT network related congestions and/or technical challenges; and
- 4.5** Where a complete bid response (Inclusive of all relevant Schedules) is **received by the IDC** on or before the closing date and time, such a bid response will be regarded as incomplete. Such incomplete bid will not be considered for further evaluations.
- 4.6** Amended bids may be uploaded **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 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.
- 8.9 The IDC reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the IDC in the past 5 years over and above the references put forward by the bidder in its response.

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

Not applicable for this bid.

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 proposed methodology and project plan | 50 |
| Qualifications, Skills, and Experience of The Team | 30 |
| Bidder's Experience | 20 |
| 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).

³ Black 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.

12.4 Phase 4: Objective Criteria

To ensure that a contract is awarded fairly and to the best bidder, the IDC will apply the objective criteria. Therefore, the IDC reserves the right to withhold the award of a contract to the highest scoring bidder if the award poses a risk to the IDC.

Objective Criteria are:

- The bidder that poses reputational risk to the IDC. This will be assessed in line with the bidder's disclosure (Refer to Annexure 7: Disclosure statement of this document).
- The bidder's financial capability in relation to the execution of the contract.
- The bidder's past performance in IDC contracts.

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 "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.

2. Background Information

The Department of Public Works and Infrastructure (DPWI) through its Property Management Trading Entity (PMTE) is responsible for providing office accommodation for the government. DPWI has envisaged a programme to refurbish some of their facilities. To achieve that, DPWI has approached Infrastructure South Africa (ISA) for assistance in developing a Refurbishment Operate and Transfer Programme (ROTP), which aims to attract capacity (capital and skills) from the private sector to assist Government improve the condition of specific facilities.

The programme is part of the DPWI plan to pursue a more efficient strategy to improve the state of its infrastructure asset base and enable client departments utilizing these assets to adequately deliver services and have a developmental impact through:

- The improvement of office accommodation through efficient asset management throughout the planned life of the asset and aims to re-orientate the Republic of South Africa (herein 'the State') towards long-term view of public infrastructure management.
- Promoting spatial inclusivity, spatial integration, and equitable access through the active planning, developing and refurbishment of state assets within mixed-use precincts to counter the historical spatial injustices and to benefit from upgraded infrastructure.
- Promoting sustainability and contributing to the NDP 2030 and sustainable development goals by prioritising stimulus of the Green Economy through sustainable buildings and precinct design in line with DPWI's Green Building Policy.
- Unlocking National Priorities by promoting economic development and driving inclusive growth through job creation, Women and Youth development, SMME development, skills development, and training within the entire build environment value chain.
- Leveraging funding from public & private sector.

The immovable asset portfolio under the custodianship of the DPWI comprises of approximately 30 000 land parcels (4.7 million hectares of land – accounting for approximately 4.5% of the total country land area) on which some 90 000 facilities (equivalent to 33.9 million m² of floor space) are located. Refer to Table 1 below for an overview of the 90 000 facilities:

| | | | |
|--|----------------------|-----------|--------|
| No. of Building Assets | 90 000 | | |
| Total Floor Area | 33,9m m ² | | |
| Net Asset Value (2020/21 DPWI Annual Report) | R134,55bn | | |
| Condition of Rated Buildings within Assets | C5 | Very Good | 583 |
| | C4 | Good | 30 166 |
| | C3 | Fair | 43 901 |
| | C2 | Poor | 5 640 |
| | C1 | Very Poor | 1 824 |

5 *Table 1: DPWI Building Assets Portfolio Overview*

Note: Assets owned outside of South Africa and those owned by State Owned Enterprises, Other National Departments, Provincial Governments and Municipalities are excluded.

A deemed cost has been quantified for the land parcels at approximately R40 billion and similarly a deemed cost of the buildings and improvements is at approximately R71 billion. In terms of categorisation, 54% (approximately 48 600 structures) of the property portfolio comprises of facilities for specific Departments' service delivery purposes (e.g., prisons, police stations, courts, etc.), 39% (35 000) are residential structures, whilst only 7% (6 300) are offices.

Within the context of the enormity and complexity of the immovable asset portfolio outlined above, the ROT will address the following risks:

- DPWI's operations are de-facto at an industrial scale whilst embedded within the constraints of normal operations of a Government Department.
- Failure to effectively provide and maintain suitable, accessible, and safe accommodation will impede Government's ability to effectively deliver services to all its citizens. The biggest risk, however, is the gradual degradation and possible irreversible harm to state owned facilities.
- The DPW's asset maintenance challenges are a culmination of various systemic issues with respect to Asset Lifecycle Management and historic operating and funding models. The continued reduction of the infrastructure budgets of DPWI and its User Departments has posed additional risk regarding development, repair, upgrades, and refurbishments.
- The Department has also gradually been losing the requisite competence to address and solve technical complexities present throughout the life of the assets. The Department also lacks the ability to adequately engage professional solutions offered by private sector service providers.

ISA’s plan includes project preparation for the following sites as part of the Proof of Concept in Phase 1 located in the City of Tshwane, and the planned roll-out of the rest of the programme in Phase 2 which includes the rest country:

| | |
|------------------------------------|---|
| <p>Pilot Phase: Phase 1</p> | <ol style="list-style-type: none"> 1. Telkom Towers Precinct 2. Public Works House 3. Civitas Building 4. SAPS Barracks and Department of Defence Apartments |
| <p>Phase 2</p> | <p>Criteria for Selection of suitable Property:</p> <ul style="list-style-type: none"> • Commercial vs Non-Commercial categorisation (Priority 200 – 300 facilities) • Utilized and Under-utilized based on the DPWI Asset Register and Site Visits • Current Use/Occupants • Location, Size, No. of Floors, etc.; geo – mapping location with an indication of key features • Alignment of identified occupant for refurbished asset vs Allocation to newly built Assets • Fit for purpose assessment, including condition assessment where necessary. • Impact of space use efficiency, e.g. reducing space allocation per m² norms and standards and align to modern office space designs including impact of Covid-19 |

6 Table 2: ROTP Implementation Plan

ISA requires the support of advisory firms for the development of the Business Case for the financing and implementation of the refurbishment and total facilities management, bidding documents including support for the bidding process until Financial Close (December 2024) as per Regulation 16 of the Public Finance Management Act of 1999 (PFMA), for the Proof-of-Concept projects in Phase 1.

3. Scope of work/Terms of reference

3.1 Overview

3.1.1 The service provider will be required to provide the following services as per the regulation 16 of the Public Finance Management Act of 1999 (PFMA) as Public-Private Partnership (PPP) programme:

- Develop full options analysis including exploration of, but not limited to, the long-term leasehold strategy procurement option and feasibility study in implementing the Refurbishment and Total Facilities Management over the concession period;
- Preparation and assistance of procurement including Total Facilities Management framework;
- Recommend the appropriate procurement option to pursue in line with the current legal framework and logistics associated with this procurement;
- Develop a bankable feasibility study and financial model(s) for the recommended option; and
- Review and further develop the project execution plan for the project.

Note: The preferred bidder will work with the ISA team to determine whether the options are compliant with the relevant legal prescripts.

3.1.2 The above objectives are discussed in more detail in the works packages defined below.

3.1.3 The service provider is required to ensure that services rendered will be carried out by resources having the requisite expertise in commercial structuring, financial structuring & modelling, risk transfer, technical, etc. Where the service provider does not have in-house expertise in some of the services required, the Service Provider may subcontract this work to firms specializing in that service and shall be responsible for overall coordination and be accountable for the output and services carried out by the subcontractors. In carrying out the services, the service provider is expected to complete services in accordance with the world class industry practices and standards.

3.1.4 The service provider should note that the ISA via the IDC reserves the right to undertake an independent audit and assurance of the financial model.

3.2 Needs Analysis, Options Analysis and Project Due Diligence

3.2.1 The service provider shall address the following critical aspects:

- Assess and ascertain the needs of user clients.
- Develop Options for the financing, refurbishment, and total facilities management including the long-term leasehold strategy as per the Regulation 16 of the PFMA
- Recommend the Preferred Option
- High level risk assessment of the options:
 - Identify the Project risks and the probability of these risks occurring (individual and as clustered risk occurrences based on appropriate simulations), possible mitigating strategies as well as the party best able to manage the identified risk;
 - A comprehensive and detailed risk matrix should be developed and priced (based on simulation). Substantial risks should be transferred to the private sector as far as possible, with the appropriate risk mitigation, if it provides value for money to the DPWI;

3.3 Needs Analysis and Options Analysis: Technical and Accommodation Requirements

3.3.1 The service provider shall address the following issues:

- Develop a first design solution for the preferred option incorporating sustainability requirements such as, but not limited to, energy and water consumption, and solid waste management;
- Planning, costing and specifications of refurbishment, and total facilities management for the required accommodation.
- Reviews and makes recommendations on how to handle existing infrastructure to be removed, e.g. mechanical and electrical services,
- Input into Spatial Planning process to be undertaken;
- Site enablement issues for all infrastructure and building related outputs which entail, heritage appraisals, zoning rights and town planning requirements, including possible municipal integrated development plans, of the areas affected as well as Transport and Environmental Impact Assessment Studies (retrieve Record of Decision (RoD) of relevant organ of state);
- Any other activities or support services that may be required for effective completion of a proper feasibility study including incorporation additional studies from ISA (e.g. condition assessments)

The level of detailed information needed at the feasibility study level for deliverables should be as such to enable the client to make the correct and appropriate decision whether which alternative of the deliverable is feasible and why and at what cost. It should be comprehensive enough to allow the project to enter the design solution

study, which means it should be a comprehensive project scope and design brief with specifications and costing.

3.4 Project Due Diligence, Value Assessment and Economic Valuation

3.4.1 Affordability and value for money of the project to address the following;

- The extent of potential private sector involvement and possible investment in the Project given its nature and potential revenue generation, if any;
- The Government contribution possible and the impact and timing of such contribution be to reduce the leasing costs to DPWI;
- Identifies and determines all available budgets for the project and analyse the affordability for the DPWI in terms of existing budgets and could savings be made against the current expenditure, considering the developments surrounding office accommodation provision by the DPWI;
- Review current operations of the identified user client and the financial elements of the project;
- The human resource arrangements needed and the impact of such arrangements on the Project;
- The extent of possible revenue generation, if any, and potential investment to enable such income generation;
- Typical benchmarks for costs per m² of operating office or residential accommodation leases in relation to present norms in DPWI or elsewhere, in terms of operational, capital and maintenance costs;
- Possible office and residential accommodation design efficiency improvements in relation present norms in DPWI or elsewhere;
- Lead the construction of a comprehensive risk matrix for the project, based on the high-level risk assessment (refer to 3.2.1 above) showing each risk item, its quantification, costing, mitigation and allocation on the project impact;
- Develop a detailed financial model, including options;
- The financial model must be constructed as a “virtual bid” based on the same specifications as the prospective bid. It must therefore cover the same categories of whole life-cycle costs, within an optimal and comparable contract period. A suitable project structure must be formulated, incorporating appropriate equity returns, debt service cover ratios and costs of debt. Innovative design, construction and operational efficiencies that may realistically be expected of the private sector must be identified and used as the basis for costing. The model must also identify and cost all BEE specifications that can reasonably be anticipated in the transaction. DPWI contract management costs must be calculated and clearly identifiable. All assumptions must be clearly stated;
- Conduct an affordability analysis for the project;
- Develop detailed funding options for the project;
- Recommendations on payment mechanisms or reimbursement for preferred option;

- Undertake high level economic analysis for the project;
- Undertake a high-level socio- economic analysis of the project;
- High level Cost Benefit Analysis.

3.5 Project Execution Plan

3.5.1 The service provider shall:

3.5.1.1 Develop a fully integrated project execution plan for the project, which shall include recommended optimal project execution and governance organisational structures, budget, schedule, organisational charts, and typical personnel profiles required, resource requirements, roles & responsibilities, meeting schedules, procurement phase and contracting strategy, risk processes, etc.

3.6 Feasibility Report and Achievement of TA-I

3.6.1 The service provider shall:

Develop a complete PPP Feasibility Study Report with an executive summary which will satisfy the requirements of Treasury Approval – I criteria as per the Regulation 16 of the PFMA

3.7 Output Specification (RFP), Procurement Report and Achievement of TA-IIA, TA-IIB and TA-III

3.7.1 The service provider shall support ISA to:

3.7.1.1 Develop the bid documentation including a Request for Proposals (RFP) and a draft agreement with detailed output specifications, design brief and performance standards, a robust payment and penalty regime as well as a possible Request for Best and Final Offer (RFBAFO) to meet the requirements aligned to the preferred procurement route.

3.7.1.2 Design a suitable bid process that will ensure comparable bids, set up a clear and fair bid evaluation system and criteria, ensure suitable bidder communication, inspire market confidence, and ensure optimal black economic empowerment participation in the Project. If appropriate, a system that allows for variant bids may be designed.

3.7.1.3 Prepare the necessary advertisements for bids and conduct a compulsory information session.

3.7.1.4 Provide support with all the necessary bidder communication, i.e. the bidding notes and responses to clarification questions. Provide administrative support for the efficient and professional management of the entire procurement process as well as the quality and integrity thereof. The procurement process should be conducted in accordance with legislation and policy, and to the highest standards of efficiency and effectiveness, including proper management of the set timelines. The Service Provider should also aid with the design and support with the management and functioning of a well-controlled data room.

3.7.1.5 Provide support for conducting a structured and fair engagement with the bidders

and assisting with a diligent system for the receipt of the bids and management of the bidding process and documentation.

- 3.7.1.6** Assist in the evaluation of proposals and identification of the preferred and reserve bidders. The service provide is to allow separately for costing of the Best and Final Offer (BAFO) process. If no BAFO stages are pursued, the service provide remuneration will be adjusted accordingly.

3.8 General

3.8.1 The service provider will need to:

- 3.8.1.1** Project manage specifically with reference to making sure the achievement of the deliverables through proper co-ordination of the interactions and deliverables, quality assurance and time management;
- 3.8.1.2** Report and provide written progress reviews as well as on MS Power Point presentation form to the ROTP Lead and ISA Management;
- 3.8.1.3** Prepare and compile any information as may be reasonably required from time to time in connection with the projects;
- 3.8.1.4** Prepare a stakeholder management plan;
- 3.8.1.5** Prepare a consultation management plan;
- 3.8.1.6** Develop a proposal and assist in the provision of a filing and knowledge management system to keep auditable records of the Project;
- 3.8.1.7** Document and archive in hard copies and electronic form all project documents (in a form that is acceptable for audit purposes);
- 3.8.1.8** Produce the Feasibility Study Report, including the executive summary thereof;
- 3.8.1.9** Support the ROTP Project Lead in presentations to DPWI, National Treasury, Client Departments and all relevant stakeholders;
- 3.8.1.10** Provide the associated breakdown of the costs for achieving the expected deliverables.

Furthermore, all documents must have been subjected to a robust quality control process before submission. The feasibility study report must be accompanied by an indemnity certificate. All reports must be submitted together with an Executive Summary in both electronic and hard copy format.

Should it be decided not to proceed with procurement, the appointment of the Transaction Advisor will be terminated at that stage.

3.8.2 Progress meetings shall be held with ISA on an agreed schedule.

3.8.3 The Service Provider shall inform ISA prior to contacting any third parties to obtain information or discuss the project details.

4. Project timelines

The appointed service provider(s) will be required to start immediately after the award and provide services until the appointment of the preferred bidder/s and conclusion of TA-III as per the Regulation 16 of the PFMA. The estimated period is 14 months from the date of award.

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 PROPOSED METHODOLOGY AND PROJECT PLAN (50%) | Comply | Partially Comply | Not Comply |
|---|--------|------------------|------------|
| <p>The bidder must demonstrate their thorough understanding of the objectives and deliverables of this project.</p> <p>To substantiate, the bidder must provide the following:</p> <ul style="list-style-type: none"> A detailed (step-by-step) proposal of the methodology/approach to be used to carry out the scope of work outlined above and clearly demonstrate how the project objectives and deliverables will be achieved. (40%) | | | |
| <ul style="list-style-type: none"> The bidder must also submit a detailed project plan, which will compliment and align with the proposed methodology with a final report to be submitted within 20 working days from the completion of the assignment. (10%) <p>Note: As part of their bid proposal, the bidder is required to provide a full list of Data and Information required from ISA.</p> | | | |
| Substantiate / Comments | | | |

| 5.1.2. QUALIFICATIONS AND SKILLS OF KEY PERSONNEL (30%) | Comply | Partially Comply | Not Comply |
|---|--------|------------------|------------|
| <p>The bidder's personnel for the proposed team must have relevant qualifications, skills, and experience in providing financial, commercial, technical, legal advisory services in similar Office and/or Residential Accommodation and/or other projects of similar nature.</p> <p>The key technical team members (e.g. Leads or Seniors) should have at least fifteen (15) years' experience in executing such assignments.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The structure and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. Please refer to Table (B) Annexure 5 of this document for the format in which the required information must be provided. • CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project as outlined above. | | | |
| Substantiate / Comments | | | |

| 5.1.3 BIDDER'S EXPERIENCE (20%) | Comply | Partially Comply | Not Comply |
|---|--------|------------------|------------|
| <p>The bidder must have relevant experience in providing Transaction Advisory services for Public Private Partnership projects as per Regulation 16 of the PFMA, in Office and/or Residential Accommodation and/or other projects of similar nature, to ensure the projects are affordable, indicate value for money and have appropriate risk transfer.</p> <p>The bidder must provide a minimum of three (3) references of similar projects undertaken, a contactable reference must be given (name, designation, and relationship in the project, email, and telephone). If such information is not given, the reference shall be deemed to be invalid.</p> <p>Refer to Table (A) Annexure 5 of this document for the response format provided.</p> | | | |
| Substantiate / Comments | | | |

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

1. Please indicate your total bid price here: R..... (Excluding VAT)

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 (other) costs associated the bidder's offer must be clearly specified and included in the total bid price.

| | | |
|--|-----|----|
| 1. 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: | | |

| | | |
|--|--------|------------|
| 2. 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 |
| | | |

| | | |
|---|--------|------------|
| 3. 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 |
| |

4. COSTING MODEL

| ACTIVITY/ DELIVERABLE | RESOURCE(S) | RATE/ HOUR PER RESOURCE | NO. OF HOURS | TOTAL COST (VAT EXCL.) |
|--|-------------|-------------------------------|-----------------|---------------------------------|
| NEEDS ANALYSIS, SOLUTION OPTIONS AND PROJECT DUE DILIGENCE <i>(ref SoW items: 3.2 and 3.3)</i> | | | | |
| | | | | |
| | | | | |
| PROJECT DUE DILIGENCE, VALUE ASSESSMENT, AND ECONOMIC VALUATION <i>(ref SoW item 3.4)</i> | | | | |
| | | | | |
| | | | | |
| PROJECT EXECUTION PLAN <i>(ref SoW item 3.5)</i> | | | | |
| | | | | |
| | | | | |
| FEASIBILITY REPORT & ACHIEVEMENT OF TA-I <i>(ref SoW item 3.6)</i> | | | | |
| | | | | |
| | | | | |
| OUTPUT SPECIFICATION (RFP), PROCUREMENT REPORT & ACHIEVEMENT OF TA-IIA, TA-IIB and TA-III <i>(ref SoW item 3.7)</i> | | | | |
| | | | | |
| | | | | |
| GENERAL (Meetings, Presentations, Reports, etc.) <i>(ref SoW item 3.8)</i> | | | | |
| | | | | |
| Disbursements | | | | |
| TOTAL BID PRICE (VAT EXCL.) | | | | |
| VAT @ 15% | | | | |
| TOTAL BID PRICE (VAT INCL.) | | | | |

*Note: 'SoW' denotes 'Section 2, Item 3: Scope of Work/Terms of Reference' of this bid document.

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

| COST ELEMENT | COST (VAT EXCL.) |
|----------------------------|-------------------------|
| | |
| | |
| | |
| Total Disbursements | |

Note on pricing:

Disbursements (incidental expenses other than consulting services 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 Proposal (RFP) Document, RFP no. **T38/11/23**, the General Conditions, and all other Annexures to the RFP Document, we offer to **TRANSACTION ADVISORY SERVICES FOR THE REFURBISH, OPERATE & TRANSFER PROGRAMME**, as per the specifications, 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 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 | |
| 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 apply its objective criteria to award to any bidders 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 (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 7.2 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 7.2 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 7.2 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 not to award a contract or order.

SIGNED

DATE

(Print name of signatory)

Designation

**FOR AND ON BEHALF
OF:**

COMPANY
NAME

Tel No

Fax No

Cell No

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"/> |

| Item | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | Yes | No |
|------|--|---------------------------------|--------------------------------|
| 8.6 | 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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