



INDUSTRIAL DEVELOPMENT CORPORATION

**REQUEST FOR PROPOSAL TO CONDUCT A TECHNICAL AUDIT FOR THE KFW
GREEN HYDROGEN GRANT ARRANGEMENT**

(BMZ-No. 2021 68 573)

RFP NUMBER	T35/09/25
ISSUE DATE	30 September 2025
CLOSING DATE AND TIME	22 October 2025 AT 11:00AM
TENDER VALIDITY PERIOD	[120] days from the closing date and time
RESPONSES TO THIS RFP SHOULD <u>ONLY</u> BE SUBMITTED IN THE TENDER BOX AT THE IDC HEAD OFFICE:	IDC Building, 19 Fredman Drive, Sandton

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SECTION 1: GENERAL CONDITIONS OF BID

SECTION 1: GENERAL CONDITION 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. KfW-financed procurement requirements

The RFP will follow South Africa's National Treasury's legislations and IDC's Procurement Policy, led by IDC's Procurement Unit. However, as this falls under the Green Hydrogen grant funding by KfW (BMZ-No. 2021 68 573), the RFP must also be in compliance with KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries (January 2021)", (the Procurement Guidelines), available at <https://www.kfw-entwicklungsbank.de>, in order to receive No Objection through KfW. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this RFP.

KfW requires compliance with its documentary requirements as defined and set forth in Section 5 (Annexures) of this RFP. In further pursuance of its Procurement Guidelines, Bidders shall also permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and contract performance (in the case of bid award), and to have them audited by auditors or agents appointed by KfW.

3. ENQUIRIES

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

Name:	<u>Joseph Phiri</u>
Email address:	<u>josephp@idc.co.za</u>

- 3.2. Enquiries in relation to this RFP will not be entertained after **16:00pm on 10 October 2025**.
- 3.3. 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.
- 3.4. 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.

4. BID VALIDITY PERIOD

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

5. INSTRUCTIONS ON SUBMISSION OF BIDS

- 5.1. Bid responses must be submitted in the tender box at the Main Reception area of the IDC Building, 19 Fredman Drive, Sandton
- 5.2. All the documentation submitted must be in English. Respondents shall accompany their Information with a soft copy (USB stick).

- 5.3. The closing date for the submission of bids is **22 October 2025** not later than **11:00 AM (before midday)**. No late bids will be considered.
- 5.4. Bids must **only** be submitted in duplicate in a sealed envelope endorsed **T35/09/25 REQUEST FOR PROPOSAL TO CONDUCT A TECHNICAL AUDIT FOR THE KFW GREEN HYDROGEN GRANT ARRANGEMENT**. The documents in the sealed envelope must be in compliance with the requirements set out in annexure 5 (Response Format) and **the price proposal contained therein must be provided in a separate sealed envelope**.
- 5.5. The sealed envelope must be placed in the tender box at the **Main Reception area of the IDC Building, 19 Fredman Drive, Sandton, South Africa** by no later than **22 October 2025, 11:00 AM (South African Time)**. **No late response will be considered**. The closing date, company / respondent name and the return address must also be endorsed on the envelope.
- 5.6. If a courier service company is being used for delivery of the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

6. PREPARATION OF BID RESPONSE

- 6.1. All the documentation submitted in response to this RFP must be in English.
- 6.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 6.3. Bids submitted by bidders which are companies 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then the Prime Contractor must not hold lower % of the contract value than **any** of the subcontractors.

7. SUPPLIER PERFORMANCE MANAGEMENT

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

8. 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.

9. IDC'S RIGHTS

- 9.1.** 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.
- 9.2.** 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 financially advantageous to the IDC.
- 9.3.** The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 9.4.** 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.
- 9.5.** 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).
- 9.6.** The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.
- 9.7.** 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.

10. UNDERTAKINGS BY THE BIDDER

- 10.1.** 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.
- 10.2.** 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.
- 10.3.** 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.
- 10.4.** 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.
- 10.5.** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 10.6.** 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.

11. REASONS FOR DISQUALIFICATION

- 11.1.** 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:
- 11.1.1. bidder whose Tax Status is non-compliant, after they have been notified accordingly and still remain non-compliant;
 - 11.1.2. bidder who submit incomplete information and documentation according to the requirements of this RFP document;
 - 11.1.3. bidder who submit information that is fraudulent, factually untrue, or inaccurate information;
 - 11.1.4. bidder who receive information not available to other potential bidders through fraudulent means;
 - 11.1.5. bidder who do not comply with any of the mandatory requirements as stipulated in the RFP document;
 - 11.1.6. bidder who fail to comply with POPIA requirements as listed herein
bidder, as the prime contractor, who holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s).

12. RETURNABLE SCHEDULES

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

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

12.2. Schedule 1:

- 12.2.1. Executive Summary (explaining how you understand the requirements of this RFP)

12.3. Schedule 2

- 12.3.1. Copy of Board Resolution, duly certified;
- 12.3.2. Originally certified copy of ID document for the Company Representative;
- 12.3.3. Annexure 2 of this RFP document (duly completed and signed);
- 12.3.4. Annexure 3 of this RFP document (duly completed and signed);
- 12.3.5. Annexure 4 of this RFP document (duly completed and signed);
- 12.3.6. Response to Annexure 6: BEE Commitment Plan;
- 12.3.7. 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).

- 12.3.8. Annexure 7 of this RFP document (duly responded to);
- 12.3.9. Annexure 8 of this RFP document (duly completed and signed, if applicable);
- 12.3.10. Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed

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

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

12.4. Schedule 3:

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

12.4.2. Annexure 1 of this RFP document duly completed and signed.

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

13. EVALUATION CRITERIA AND WEIGHTINGS

Bids shall be evaluated in terms of the following process:

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

- IDC will make use of the Central Supplier Database (CSD) to access key information which is required to conduct supplier vetting including Company Registration status, tax compliance status and any other relevant checks conducted on CSD.
- In the event that the bidding structure is a Prime Contractor with Sub-contractor(s), then IDC will evaluate the information provided in Annexure 2 (Acceptance of Bid Conditions and Bidder's Details) and if determined that the Prime Contractor holds a lower percentage in terms of the value of the contract than any of its subcontractor(s), then the bid will be disqualified.
- Submission of ID copy for the Company Representative as referenced in 11.3.3 above.
- BEE Status Certification as referenced in 11.3.7 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.
 - Annexure 9: KfW Declaration of Undertaking
 - Annexure 10: KfW Eligibility Criteria
 - Annexure 11: KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
 - Annexure 12: Model Contract for Consulting Services

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

13.2. Phase 2: Technical/ Functionality Evaluation

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

13.2.1. 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.

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

13.2.2. 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 IN WORKING ON GREEN HYDROGEN AND PTX ¹ PROJECTS	25
BIDDER'S RELEVANT EXPERIENCE IN UNDERTAKING TECHNICAL AUDITS	15
PROPOSED PROJECT METHODOLOGY	30
QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED TEAM LEADER, KEY EXPERTS AND POOL EXPERTS	30
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.

¹ PtX or Power to X refers to technologies or projects that convert electricity (usually renewable electricity) into other energy carries or products for example hydrogen, ammonia etc.

13.3. Phase 3: Preference Point System

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

CRITERIA	POINTS
Price	80
Specific Goals ¹	20
TOTAL	100

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.

Note: Only enterprises with direct Black shareholding that fall under the four categories below be considered for allocation of points on Specific Goal:

- Exercisable voting rights in the hands of Black people
- Exercisable voting rights in the hands of Black women
- Exercisable voting rights in the hands of Black Designated Groups
- Employee Share Ownership Programmes ("ESOPs") with direct shareholding and exercisable voting rights in the hands of Black People, Black woman, and Black Designated Groups

13.4. Phase 4: Objective Criteria

This contract will be awarded to the bidder scoring the highest points unless an objective criterion justifies the award of the tender to a bidder other than the highest scoring bidder.

13.4.1. Objective Criteria are:

The bidder must pose less risk to the IDC. The risk will be assessed in terms of, but not limited to, the following:

- Reputational Risk: This will be assessed in line with the bidder's disclosure (Refer to Annexure 7: Disclosure statement of this document).
- Concentration Risk: Over exposure to a single bidder.
- The bidder's financial capability in relation to the execution of the contract.
- The bidder's past performance in IDC contracts.

14. PROMOTION OF EMERGING BLACK OWNED SERVICE PROVIDERS

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be

outsourced, level of involvement of the black owned partner and where relevant, submit 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 12.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS

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.
- 1.3. Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. BACKGROUND INFORMATION

- 2.1. Due its abundant wind and solar resources, South Africa has a high potential to produce green hydrogen, obtained by the electrolysis using renewable electricity, to competitive costs. The global demand for green hydrogen and its derivatives, as an alternative to fossil fuels and other technologies for energy storage, has increased in recent years. This results in important development opportunities for the green hydrogen sector in South Africa and for an increased decarbonization of the South African economy.

The German financial cooperation institution Kreditanstalt für Wiederaufbau (“KfW”) and the South African state-owned enterprise Industrial Development Corporation (“IDC”) developed the “Promotion of Green Hydrogen in South Africa” Programme. The Programme addresses the challenge of sustainably ramping up a green hydrogen economy in South Africa, including the financing of catalytic projects (“PtX Projects”) that are required in the first phase of this market ramp-up. The purpose of the Programme is to contribute to promote the economic viability and sustainability of pilot projects for green hydrogen and its derivatives (“PtX”), support enterprises active in the field of PtX who apply for a participation in the Programme (the “PtX Developer”) and strengthening the role of the Recipient in building a PtX economy. This is to contribute to the transition towards an ecologically sustainable and less coal reliant as well as climate resilient economy in South Africa.

The definition of a catalytic PtX Projects is based on five main assessment criteria:

- **National strategic fit** (does the PtX Projects meet national objectives on the development of a PtX industry. The Green Hydrogen Commercialisation Strategy (GHCS) of South Africa is the guiding national strategy to evaluate the catalytic impact of PtX Projects)
- **Project fundamentals** (does the PtX Projects have a long-term durable competitive advantage)
- **Project delivery risk** (does the PtX Projects have a reasonable probability of being bankable),
- **Access to funding** (can IDC-KfW meaningfully unlock required PtX Projects funding).
- **Gender Equality** (prioritise catalytic PtX Projects that are owned or managed by women, or which are implementing a strategy to promote women in influential positions within 36 months after signing of the project implementation agreement with IDC).

The selected Power-to-X Projects that are part of a market ramp-up of the South African green hydrogen economy, shall further comply with minimum criteria that define green hydrogen and with the relevant export certification scheme to ensure a decarbonization pathway in South Africa. The compliance to the minimum criteria for green hydrogen and export certification scheme shall be evaluated through an Independent Energy Audit by an independent consultant.

2.2. Objectives

To support the Government of South Africa in achieving its Nationally Determined Contributions (NDCs) submitted under the Paris Agreement of the United Nations Framework Convention on Climate Change (UNFCCC) and to position South Africa in the global green hydrogen market, the Industrial Development Corporation of South Africa Ltd (IDC) has been tasked to act as catalysator to commercialise green hydrogen investments in South Africa.

The main objective of this assignment is to evaluate the compliance of the PtX Projects with minimum criteria for investment determined by KfW and IDC to contribute to an environmentally sustainable hydrogen economy development in South Africa.

Green hydrogen is hydrogen produced through the electrolysis with renewable energy and PtX Projects have to comply with the following minimum criteria to be eligible for the Grant:

- In order to evaluate (or quantify) the emission characteristics, each PtX Project has to go through a project-level certification and accreditation process (Independent Energy Audit). The cost of the Independent Energy Audit can be borne by the Technical Assistance Facility (reference to TA Grant Agreement dated 6. November 2023).
- The market ramp up of PtX could counteract the phase-out from fossil-fuel power plants. Electricity demand of the PtX Project shall not burden the increase in the share of renewable energy in the overall electricity supply. The renewable energy capacity for PtX production has to be additional and not part of the planned additional capacity for the energy transition in South Africa (especially capacity under the REIPPPP). Currently the Integrated Resource Plan (IRP2019) of the Department of Mineral Resource and Energy (DMRE) does not include the RE capacity for green hydrogen production. Once the IRP is updated and the PtX market ramp up has been reflected in the state energy planning this will be an important guideline to assure the additionality of RE capacity for PtX. The Additionality of the RE production should be aligned to the requirements of the Integrated Resource Plan (IRP2019) and any revision or newly produced or updated Integrated Resource Plan by the DMRE.
- The PtX Project must generate 100% of the electricity necessary to fully supply the plant from renewable energy. In order to compensate for seasonal variations of the renewable electricity production and to avoid high electricity costs and storage requirements the plant can take up to 10% of the total annual electricity demand from the national grid to supply the electrolysis and synthesis as well as the auxiliary components (water supply, compressors etc.). Surplus electricity from the new RE capacity (not used in the PtX Project) can be fed into the grid and used for balancing and to compensate for the electricity demand covered by grid electricity. Wheeled renewable energy electricity from the national grid that meets additionality criteria described above and matches the temporal correlation of generation and use of electricity (on a monthly basis) will not be considered in the calculation of this limit. The resulting carbon emissions for the hydrogen produced should not exceed 1kgCO₂/kg of hydrogen.

- In case of export of the final product (hydrogen or derivatives), a hydrogen certification scheme relevant for the target market must be chosen. The cost of the Independent Energy Audit can be borne by the Technical Assistance Facility as well (reference to TA Financing Agreement).
- In case of the production of some derivatives of green hydrogen, such as methanol or e-fuels, a carbon source is needed, usually in the form of carbon dioxide (CO₂). The necessary carbon source shall be based on direct air capture, the direct use or separation of unavoidable, process-related industrial emissions or biogenic CO₂. To ensure sustainability, the use of unavoidable, process-related industrial emissions should adhere to the following principles:
 - No modifications of industrial processes to artificially increase carbon production.
 - Averting a lock-in effect: the CO₂ production process should be unavoidable, otherwise an economic profit may arise from carbon emissions produced.
- The water supply of the PtX Project for electrolysis and cooling purposes must not compete with the local water supply for drinking water or irrigation. If surface water is to be used, an analysis of the water demand in relation to local or regional demands must be provided. In case of the use of i.e. grey water or other waste water resources, or desalination of sea water, the PtX Project needs to identify other water demands in the region which can be covered by the new installation in accordance with WHO standards.
- In addition to the application of the KfW Sustainability Guidelines to all PtX Projects financed (i.e. alignment with the IFC Performance Standards, and air quality emissions within the General EHS Guidelines for the financed infrastructure/ project and associated facilities), at existing industrial sites, where air pollution might already occur, the additional emissions from any process of the PtX Project may not exceed National Air Quality Standards.
- The land use of the PtX Project must not conflict with competing uses of the local communities i.e. including subsistence agricultural uses except in circumstances consistent with the requirements of IFC PS 5 and where food security is not be jeopardized and should also be addressed through alignment with spatial land use planning legislation.
- The PtX Projects are to avoid, minimise, offset any impacts on biodiversity in line with the mitigation hierarchy defined within national legislation and in line with IFC PS 6 such that there is a net gain of biodiversity where habitats defined as "critical" are impacted, and at least a no nett loss of biodiversity value for habitats defined as "natural" (IFC PS classification).

To reach the Programme objective, the assignment shall therefore:

- a) conduct independent energy audits of the selected PtX Projects at two points during the lifecycle of a PtX Project:
 - i. Before the financial close of the PtX Project to certify that the PtX Project is compliant with the minimum criteria. In case of export of the final product (hydrogen or derivatives), a hydrogen certification scheme relevant for the target market must be chosen and the Consultant shall analyse the compliance with the relevant scheme.
 - ii. After the Commercial Operation Day of the PtX Project the Consultant shall conduct an independent energy audit to verify the implementation of the PtX Project according to the minimum criteria and to measure the actual impact

of the PtX Project to pre-defined indicators that will be shared with the consultant after signing the consultancy agreement.

The consultant is expected to work in close collaboration and coordination with IDC and KfW staff throughout this assignment to assure the activities implemented as well as the results and recommendations are aligned with the requirements of both organizations.

The assignment shall be implemented until all under the programme supported PtX Projects have reached the Commercial Operation Day.

The Contract will be awarded under the terms of KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries". As amended and updated from time to time.

3. Scope of Work

3.1. Tasks of the Assignment

Task 1: Work plan and inception meeting

The Consultant shall review available documentation, critically verify the scope of services indicated and extend, reduce, or amend those services deemed necessary according to professional judgement and knowledge.

Based on the review of documentation and first contact call with IDC and KfW, the Consultant shall establish a detailed Draft Work Plan with the planned workdays of the consultant and resources required, indicating activities, schedules, and outcomes during the assignment.

Deliverables Task 1:

Inception meeting

At the kick-off meeting (the first month of the contract) an Inception Report including, but not limited to methodological notes on the proposed approach for carrying out this Service including literature and other sources to be used, means of data collection and a timetable for activities, meetings and deliverables will be prepared by the consultant and presented for discussion with the KfW and IDC team.

Document: Detailed Work Plan for the Assignment

Task 2: project outline

This task represents the data and information collection on all relevant project aspects (electricity supply (RE sources, additionality, carbon emissions/grid emission factor), carbon source, water demand, land use, offtake plans or agreements (domestic vs export) in order to address the minimal criteria as outlined above. The data to be collected shall include but are not limited to maps showing the locations of major components including access to the grid, roads and other relevant infrastructure and planned civil works, data and information of the site conditions including the current land use, wind and solar data, water sources and further aspects that are relevant for the given project, tables with the most relevant design aspects of the major components (power ratings etc.), a block diagram of the project showing all major components and interfaces, a project timeline including project development, project phases and outlook, identified project impacts (environmental and social). While most of the information shall be made available by the project developer, the consultant shall use other information resources (such as

solar and wind atlas etc.) as well as other calculation tools and methods in order to verify the data presented by the project developer/applicant.

Deliverable Task 2:

A project rationale (short summary) describing the main features,

A detailed project outline including, but not limited to:

- A technical description of the project addressing the aspects listed above*
- A list of relevant partnerships and responsibilities, (project development and financing, supply chain, offtake, EPC/construction etc.),*
- existing agreements towards leases, permitting and licensing (if applicable such as PPAs, water and land use, grid access, transport and infrastructure related aspects etc.)*
- a project outlook (future scale up if applicable etc.)*

Task 3: Calculation/modelling of the relevant inputs and outputs

The consultant shall perform calculations checking and validating the data and information provided by the project developer/applicant. These calculations shall include but not be limited to the full load hours of RE electricity production based i.e on hourly or monthly mean values for wind speed and solar radiation, the water resource availability, carbon quantities required etc., the resulting hydrogen and derivatives production quantities based on performance data of the components and/or reasonable assumptions. This will also include the validation of the design and use of energy or hydrogen storage or other means of balancing the plant operation with an impact on the plant performance and production quantities. The consultant shall calculate the carbon intensity of the produced hydrogen and derivatives based on a method in accordance with the envisaged certification scheme. The consultant shall quantify all other relevant emissions – depending on the plant details such as waste water, emissions from purging and any further relevant process related emissions.

If cost data or assumptions are available the calculation model can also be used to validate Capex and Opex figures provided (optional).

Annex 1 describes the necessary data and information collection on all relevant aspects.

Deliverable Task 3:

Short report of the calculation methods and tools used for the analysis as well as a detailed table with the calculation inputs and results.

Task 4: Evaluation of criteria vs project

The consultant shall provide a table with the relevant project details along the minimum criteria above (additionality, product specific Carbon emissions etc.) with a comment for each aspect, if and how the criteria is met. If a criteria is not met, the comments shall address, why this is the case and to what extent – if applicable (i.e. calculated carbon emissions exceed the 1kgCO₂/kgH₂ threshold by...). The consultant shall provide a list of relevant regulations that need to be considered for the permitting and licensing of the plant. The table should also indicate, if information or details are missing in order to evaluate compliance. It should also be documented, if such information has already been requested from the applicant or if such information is not made available.

Deliverable Task 4:

A table showing details of project compliance against all criteria addressed above as well as compliance with the relevant regulations

Task 5: Monitoring and validation of the actual production and operation (after COD)

After the COD, the consultant shall visit the site and inspect the installed plant components and assets to verify, that the plant has been implemented in accordance with the design provided. This inspection shall include the entire process chain including electricity production, water supply, electrolysis and synthesis plants, storage facilities etc. The consultant shall also verify the relevant meters/counters/ and other data acquisition hard- and software in accordance with the requirements from the certification scheme. The site visit will also determine the relevant data (availability, sources, resolution, accuracy etc.) to be analysed after 12 months of operation. If any deviation from the approved plant layout and design is determined, this should be reported together with the expected/identified impacts in the context of the audit.

Eleven (11) months after the full commissioning of the plant a data analysis will be performed by the consultant to verify the figures, that have been calculated above to verify consistency with the design and performance assumptions and the certification requirements.

Deliverable Task 5:

A detailed site visit report including photos, a description of the visit details, confirming the plant layout, component technology and design as well as identifying any deviations from the approved design – where applicable.

An operational data analysis including FLHs of components, down time, etc. as well as production quantities along the entire process chain.

3.2. Deliverables and timeline

The deliverables for the present assignment shall be as follows:

No.	Report	Task	Deadline
Inception report			
1.	Inception report (including detailed work plan for the assignment)	1	1 month after the commencement of services
Process report			
2.	Project outline	2	2 months after the commencement of services
3.	Calculation results	3	3 months after the commencement of services
4.	Evaluation of criteria	4	3 months after the commencement of services
Final report			

No.	Report	Task	Deadline
5.	Site inspection report	5	1 months after the COD
7.	Data Analysis Report	6	13 months after the COD
13.	Final Report		t.b.d.

Reports are expected in full written form in English language in Word format using South African currency (ZAR) and containing the results of the tasks described above, conclusions, outlooks and concrete recommendations with a precise description of the next steps. The reports shall also include an index, a list of acronyms, a bibliography, maps (if applicable), documentation of related studies and an index of relevant contact persons.

The inception report shall contain an overview table that shows the individual tasks of these ToR (including the numbering) and the corresponding planned activities of the Consultant (including the numbering of the relevant chapters of the inception report).

The final report shall also include an explanatory chapter in which the current status of any relevant research is detailed and the state of the art concerning relevant technologies is explained. All reports shall be accompanied with timesheets listing the days and times that the consultant worked for the present assignment. The final report shall also be provided in PDF format. Subsequent versions of reports that were already commented shall be provided as a mark-up / redline and as a clean version. Calculations performed for the assignment shall be made available in an open calculation sheet in Excel format.

Presentations (if any) for meetings and workshops are expected to be in English language and in PowerPoint format containing the key results of the tasks described above, conclusions, outlooks and concrete recommendations with a precise description of the next steps. The text parts of the slides shall be written in short form.

If required, the Consultant shall make available an internet-based data-room facility for uploading and downloading of documents that are related to the present assignment.

3.3. Implementation of Assignment and Logistics

3.3.1. Stakeholder involvement

The stakeholders include but are not limited to:

- Kreditanstalt für Wiederaufbau (KfW)
- Industrial Development Corporation of South Africa Ltd (IDC)
- PtX Projects (consortiums)

3.3.2. Staffing

The Consultant needs to be adequately qualified for this technical assignment. As a general requirement, the Consultant shall have adequate education, professional knowledge and experience in handling similar tasks in the past.

The **minimum requirements** are:

- a relevant **degree** (as indicated below),
- compliance with the minimum required **years of experience** (as indicated below),
- sufficient **English skills** (as indicated below; a certificate or proof of proficiency will be evaluated positively).
- Experience in working and coordinating with **public entities/ governments**
- **Local expertise** in South-Africa

Furthermore, the evaluation will be based on:

- the **number of projects** related to the specific areas of expertise as indicated below (with a higher scoring of projects realized in South Africa).

The consultant shall have the relevant experience in the South African power sector. Association of an international Consultant with a South African consulting firm will be allowed. A South African branch office of the international Consultant and/or office of the South African partner consulting firm is required. It is expected that the Consultant considers sufficient manpower for the field, home office and backstopping with relevant expertise as well as excellent command of the English written and spoken language in his offer. The team of **key experts** shall be limited to a maximum of 5 persons. In case more than 5 persons are proposed in a bid, then only the first 5 key-experts as mentioned shall be relevant for evaluation. In addition to the max. 5 key experts, personnel in the home office shall be provisioned. The key experts may change given the duration of the contract. Any replacement of the key experts team under this contract shall be approved by KfW and IDC respectively. This approval shall be requested at least 60 days prior to any change in the key-expert team and the qualification/experience of the replacement shall be similar to the predecessor.

The list of experts may include, but does not necessarily need to be limited to the following experts:

No.	Key Position	Area of specific expertise within the project	Minimum qualification and professional experience
1	Project Manager/ Team Leader	Overall project management and coordination, institutional and human capacity development, program design, reporting	• Master's degree, preferably in business management, engineering or financing • min. 15 years of relevant work experience (team leader or project manager in consultancy related to Renewable Energy (RE) projects; overall project management and coordination, institutional and human capacity development, reporting in the field of renewable energy/green hydrogen)² • High level of written and spoken English
2	Financial Specialist - Energy Sector Financing	Financing mechanisms for renewable energy technologies, analysis of financial products, investment and funding requirements for RE projects	• Bachelor's degree in business administration and/or Finance • min. 10 years of relevant work experience (power/energy project financing (financing mechanisms), business and financial product development in the energy sector and similar)¹ • High level of written and spoken English
3	Environmental and social specialist	E&S impact screening/	• Bachelor's degree in environmental sciences or related fields (Natural sciences, Geography, Engineering etc.).

² Note: Additionally, the evaluation will be based on the number of related projects conducted in these fields. Projects conducted in South-Africa will be evaluated higher than projects conducted in other countries.

No.	Key Position	Area of specific expertise within the project	Minimum qualification and professional experience
		categorization/ scoping of projects	- Min. 10 years of relevant work experience related to conducting environmental and social due diligence (ESDD) and environmental and social impact assessments (ESIA) for renewable energy projects - Experience in building or reviewing ESMS for Financial Intermediaries. - Strong experience applying local South African as well as IFC Performance Standards and relevant EHS Guidelines¹ - High level of written and spoken English
4	Technical Specialist – Renewable Energy (RE)	Analysis and categorization of projects/ technical evaluation of RE projects	- Bachelor's degree in bachelor's degree in in Electrical / Mechanical / Chemical Engineering - min. 5 years' experience in sectors related to RE¹ - High level of written and spoken English
5	Technical Specialist – Hydrogen	Analysis and categorization of projects/ technical evaluation of RE projects	- Bachelor's degree in in Electrical / Mechanical / Chemical Engineering - min. 5 years hydrogen sector experience¹ - High level of written and spoken English
6	Specialist – Organizational development, management systems	Organizational development, management systems, marketing, definition of internal objectives	- Bachelor's degree in business administration, Management or similar. - min. 5 years of relevant work experience (business development, management systems, organizational development etc.)¹ - High level of written and spoken English
7	Economic Specialist – Renewable Energy Markets (Green Hydrogen)	Market analysis of the green hydrogen sector, market forecasts	- Bachelor's degree in business administration and/or Business Economist and/or Degree in Renewable Energies. - min. 5 years of relevant work experience (RE/ hydrogen market analysis, business development and similar)¹ - High level of written and spoken English

Experts who do not comply with the minimum requirements listed above will be excluded from the evaluation, and respective bids rejected. **An individual expert may cover more than one key position.** In this case, his capabilities in each position will be evaluated individually. Therefore, CVs should clearly demonstrate the relevant experience.

It is assumed that the proposed experts cover all technical aspects defined in Section VII Terms of Reference and that tasks such as project management, monitoring, controlling and quality assurance are covered by the consultant's home office if required. **Personnel in the home** office should be included with the following credentials:

Personnel in the home office	Monitoring and control of the project, provision of back-up services, quality assurance of the work made.	- Degree in a relevant field - min. 5 years of relevant work experience (project management, controlling, quality assurance in consultancy projects, or similar)¹ - High level of written and spoken English.
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The services of the Consultant shall be conducted to great extend in South-Africa. The team leader must be based in South Africa.

3.4. Principles of Work

Although the Consultant's scope of work during execution of his services has been outlined as detailed as possible in chapters above, the Consultant shall critically verify the scope of services indicated and will perform all necessary works and services to ensure the fulfilment of the objectives of the Project.

It is the duty of the Consultant to meet and coordinate his activities with all relevant agencies and stakeholders. To ensure a correct implementation of the services it is considered of outmost importance that a detailed communication plan/-process is implemented among the Consultant team members.

The documents listed in the Annexes form first base documents for preparation. It is the duty of the Consultant to request additional information from IDC and its partners in line with the needs for his assignment.

3.5. Logistics

The Consultant shall make his own accommodation and transport arrangements.

4. PROJECT TIMELINES

It is estimated that the Services will be performed within a period of thirty-six (36) calendar months on an intermittent basis.

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.

5.2.1 BIDDER'S RELEVANT EXPERIENCE IN WORKING ON GREEN HYDROGEN AND PTX PROJECTS	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The bidder must have relevant experience in working on Green Hydrogen and PtX projects.			
The bidder must provide three (3) references for similar work done in working on Green Hydrogen and PtX projects in the past five (5) years.			
Refer to Table (a) Annexure 1 of this document for the response format provided.			
Substantiate / Comments			

5.2.2 BIDDER'S EXPERIENCE IN UNDERTAKING TECHNICAL AUDITS	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The bidder must have relevant experience in providing Technical Audit Services on Industrial projects. The bidder must provide two (2) references for similar work done in the past five (5) years. Refer to Table (b) Annexure 1 of this document for the response format provided.			
Substantiate / Comments			

5.2.3 BIDDER'S PROPOSED METHODOLOGY	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The bidder must demonstrate thorough understanding of the objectives and deliverables of this project/required services. The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined above and clearly demonstrate how the deliverables will be achieved. The methodology must include the following: • Project plan • Required technical calculations to undertake the audit			
Substantiate / Comments			

5.2.4 QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED PERSONNEL	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The bidder's proposed team must have experience in the South African power sector, relevant qualifications, skills and experience. The proposed team must comprise of the following resources: 1. Project Manager/ Team Leader • Must poses ✓ Overall project management and coordination, institutional and human capacity development, program design, reporting skills. ✓ Master's degree, preferably in business management, engineering or financing ✓ Minimum of fifteen (15) years of relevant work experience. 2. Financial Specialist - Energy Sector Financing • Must poses. ✓ Financing mechanisms for renewable energy technologies, analysis of financial products, investment and funding requirements for RE projects skills. ✓ Bachelor's degree in business administration and/or Finance ✓ Minimum of ten (10) years of relevant work experience (power/energy project financing (financing mechanisms), business and financial product development in the energy sector and similar. 3. Environmental and social specialist • Must poses. ✓ E&S impact screening/ categorization/ scoping of projects skills ✓ Bachelor's degree in environmental sciences or related fields (Natural sciences, Geography, Engineering etc.). ✓ Experience in building or reviewing ESMS for Financing intermediaries; Strong experience applying local South African as well as IFC performance standards and relevant EHS Guidelines. 4. Technical Specialist – Renewable Energy (RE) • Must poses. ✓ Analysis and categorization of projects/ technical evaluation of RE projects skills. ✓ Bachelor's degree in bachelor's degree in in Electrical / Mechanical / Chemical Engineering ✓ Minimum of five (5) years' experience in sectors related to RE. 5. Technical Specialist – Hydrogen • Must poses ✓ Analysis and categorization of projects/ technical evaluation of RE projects skills. ✓ Bachelor's degree in in Electrical / Mechanical / Chemical Engineering ✓ Minimum of five (5) years of Hydrogen sector experience.			

5.2.4 QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED PERSONNEL	COMPLY	PARTIALLY COMPLY	NOT COMPLY
6. Specialist–Organizational development, management systems • Must poses ✓ Organizational development, management systems, marketing, definition of internal objectives skills ✓ Bachelor's degree in business administration, Management or similar. ✓ Minimum of five (5) years of relevant work experience (business development, management systems, organizational development etc.) 7. Economic Specialist–Renewable Energy Markets (Green Hydrogen) • Must poses. ✓ Market analysis of the green hydrogen sector, market forecasts skills ✓ Bachelor's degree in business administration and/or Business Economist and/or Degree in Renewable Energies ✓ Minimum of five (5) years of relevant work experience (RE/ hydrogen market analysis, business development and similar). 8. Personnel in the home office • Must poses. ✓ Monitoring and control of the project, provision of back-up services, quality assurance skills. ✓ Degree in a relevant field. ✓ Minimum of five (5) years of relevant work experience in project management, controlling, quality assurance in consultancy projects, or similar. The bidders must submit, as part of its proposal, the following: ✓ The structure and composition of the proposed team, clearly outlining the main disciplines/ specialties of this project and the key personnel responsible for each specialty. Please refer to Table (c) Annexure 1 of this document for the format in which the required information must be provided. ✓ Bidders must submit CVs that clearly highlight qualifications, areas of experience/ competence relevant to the tasks and objectives of this project as outlined above.			
Substantiate / Comments			

SECTION 3: COST 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
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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. The following exchange rates as per SARB on **19 September 2025 at 10:15am** be used (where applicable):

R 17.3781 = 1 US dollar

R 23.6864 = 1 Pound

R 20.5461 = 1 Euro

5. 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>		

6. 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

7. COSTING MODEL

Description/ Role	No. of Resources	No. of hours	Rate per day (VAT Excl.)	Total cost in ZAR (VAT Excl.)
Task 1: Work plan and inception meeting				
Task 2: project outline				
Task 3: Calculation/modelling of the relevant inputs and outputs				
Task 4: Evaluation of criteria vs project				
Task 5: Monitoring and validation of the actual production and operation (after COD)				
Disbursements				
Sub-Total (VAT Excl.)				
VAT if applicable at 15%				
Total Cost (VAT Incl.)				

PRICE DECLARATION FORM

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T35/09/25** the General Conditions, and all other Annexures to the RFP Document, we offer to conduct a technical audit for the KfW Green Hydrogen Grant arrangement to IDC as specified in this RFP document.

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: RESPONSE FORMAT FOR SECTION 2

Bidder’s Experience and the proposed Project Team

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in Section 2 of this bid document. 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 this Returnable Schedule 3.

The bidder must provide the following information:

Table (a) Details of the bidder’s experience in working on Green Hydrogen and PtX projects (please refer to Section 2 par 5.2.1):

Client’ Name	Industry	Project period (Start and End Dates)	Description of service performed and extent of Bidder’s responsibilities	Name, and contact of client

Table (a) Details of the bidder’s experience in undertaking Technical Audits industrial projects (please refer to Section 2 par 5.2.2):

Client’ Name	Industry	Project period (Start and End Dates)	Description of service performed and extent of Bidder’s responsibilities	Name, and contact of client

Table (c) Details of the proposed personnel of the bidders team

Name of Resource	Role /Duties in this project	Relevant Project Experience			
		Description of skills of the personnel	Qualifications	Years of Experience	CVs Attached Yes/No

ANNEXURE 2: 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 3: 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)? ☐ YES ☐ NO 2.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 2.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 2.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	

ANNEXURE 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ³ 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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

³ 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.

- 3.2 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 consortium⁴ 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

⁴ 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 5: 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.]

1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

2 Trust Information

With reference to point 8.6 IDC Rights, should a trust form part of the Company / Group structure then the following must be submitted as part of your proposal.

Documents necessary to verify the Identity of a Trust	☐	Copy of trust deed or other founding document by which trust is created.
	☐	Letters of authority (as issued by the Master of the High Court)
	☐	Personal details of each Trustee, each Beneficiary, the Founder, and the person authorised to act on behalf of the Trust

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

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

4 Directors

Name of the shareholder	ID Number	Race	Gender

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:

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.
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): any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 2.1. any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 2.2. 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.
3. Where the bidder is a consortium, the disclosure statement referred to in paragraph 2.2 above must be made separately in respect of each consortium partner.
4. In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 2.2 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.
5. The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 2.2 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.
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
1.	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.	Yes ☐	No ☐
2.	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.	Yes ☐	No ☐
3.	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.	Yes ☐	No ☐
4.	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.	Yes ☐	No ☐
5.	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.	Yes ☐	No ☐

ITEM	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	YES	NO
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐

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

Annexure 9: KfW Declaration of Undertaking

DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")⁵

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁶ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or*

⁵ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁶ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations

applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁷ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁸: _____

Signature:

Dated:

⁷ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁸ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Annexure 10: KfW Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-

owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Annexure 11: KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening,

harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁹ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

SERVICE LEVEL AGREEMENT

REQUEST FOR PROPOSAL TO CONDUCT A TECHNICAL AUDIT FOR THE KFW GREEN
HYDROGEN GRANT ARRANGEMENT

Between

(Insert name of Service Provider and registration particulars)

("the Service Provider")

And

INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED a corporation
established under Section 2 of the Industrial Development Corporation Act 1940 (Act No. 22 of 1940)
a self- financing development institution ("IDC")

1. INTERPRETATION

1.1 In this Agreement:

1.2 clause headings are for convenience and shall not be used in its interpretation;

1.3 unless the context clearly indicates a contrary intention;

1.3.1 an expression which denotes:

1.3.1.1 any gender includes the other genders;

1.3.1.2 a natural person includes any artificial person and vice versa;

1.3.1.3 the singular includes the plural and vice versa;

1.3.2 the following expressions shall bear the meanings as assigned to them below and cognate expressions bear corresponding meanings:

1.3.2.1 *"Agreement"* means this Service Level Agreement which outlines the terms and conditions, the TOR, any annexures hereto and amendments reduced to writing and signed by both parties;

1.3.2.2 *"Contract Fee"* means the fee based on the financial proposal of the Consultant, as set out in more detail in Annexure B;

1.3.2.3 *"Financial Proposal"* means the financial proposal submitted by the Service Provider in response to the RFP;

1.3.2.4 *"KfW"* means KfW Development Bank which provides financing towards the South African Facility for Green Growth (SAFFG/ BMZ No. 2016 68 284);

Initial	Initial	Initial
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- 1.3.2.5 *"Scope of Work or Service/s"* means the work to be performed by the Service Provider in terms of the technical proposal read with the ToR, as set out in more detail in Annexure "A";
- 1.3.2.6 *"Parties"* means the Service Provider and IDC; as they are described on the first page of the Agreement and conducting business at the address set out in 19 below;
- 1.3.2.7 1.3.2.7
- 1.3.2.8 *"Project"* means the project titled "South African Facility for Green Growth" (SAFFG/ BMZ No. 2016 68 284);
- 1.3.2.9 *"RfP"* means the request for proposal as advertised [*add particulars and where and when advertised*].
- 1.3.2.10 *"RSA"* means Republic of South Africa;
- 1.3.2.11 *"Scope of Work or Service/s"* means the work to be performed by the Service Provider as required under the ToR and in accordance with the technical proposal, as set out in more detail in Annexure "A";
- 1.3.2.12 *"Signature Date"* means the date on which this Agreement is last signed by the Parties.
- 1.3.2.13 *"Technical Proposal"* means the technical proposal submitted by the Service Provider in response to the RFP; and
- 1.3.2.14 *"ToR"* means the terms of reference forming part of the RfP;
- 1.3.3 Words and expressions defined in the body of this Agreement and not in 1.3.2 shall bear the meanings assigned to them in such definition throughout this Agreement.

Initial	Initial	Initial
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- 1.3.4 When a number of days are prescribed in this Agreement, such number shall be reckoned exclusively of the last day. Unless the last day falls on a Saturday, Sunday or public holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. INTRODUCTION

- 2.1 Following a procurement process conducted by the IDC for the appointment of a service provider under a project funded by KfW, and the submission of a technical proposal and financial proposal by the Service Provider, the Service Provider was preferred to conclude this Agreement with the IDC.
- 2.2 IDC intends engaging the Service Provider to render the Services and the Service Provider hereby agrees to such appointment, subject to the terms and conditions contained in this Agreement.

3. DELIVERY OF SERVICE AND LIABILITY

- 3.1 The Service Provider shall exercise all reasonable skill, care and diligence in the execution of the Services and shall carry out all its obligations in accordance with international professional standards. The Service Provider shall in all professional matters act as a faithful advisor to the IDC and, in so far as any of its duties are discretionary, act fairly between the IDC and third parties.
- 3.2 The Service Provider hereby accepts liability for and indemnifies the IDC against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities, caused by the negligence of the Service Provider and/or its employees of their duties and obligations under this Agreement, in delict for breach of statutory duty or otherwise.
- 3.3 The IDC shall not be liable for any losses, damages, costs, claims and demands which the Service Provider may incur or sustain whilst carrying out or providing the Services contemplated in this Agreement.

Initial	Initial	Initial
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- 3.4 Neither Party shall be liable to the Other Party in respect of any claim for loss or damage arising from acts of war or terrorism, nuclear or radioactive emissions, any incidence of toxic mould, or from or related to asbestos
- 3.5 The Service Provider hereby indemnifies the IDC from any liability arising or alleged to arise out of any failure of the goods and/or Services to conform to any laws, orders, regulations, requirements or standards. The Service Provider shall bear any cost of inspection of the goods and/or Services if so required by any law and/or regulation.
- 3.6 Unless otherwise provided in any further written Agreement, neither Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, including without limitation, loss of use or lost business, revenue, profits, anticipated savings, reputation or goodwill arising in connection with the contracted work.
- 3.7 Nothing in these Terms and Conditions shall restrict either Party's liability for:
- 3.7.1 Fraud; or
 - 3.7.2 Death or personal injury caused by its negligence or intentional or wilful act;
 - 3.7.3 Damage to real or tangible personal property caused by its negligence or intentional or wilful misconduct; or
 - 3.7.4 Any breach of obligations under these Terms and Conditions in respect of confidentiality and intellectual property; or
 - 3.7.5 Any other liability that cannot be excluded by law.
- 3.8 Subject to clause 3.7, the overall cumulative liabilities of each Party in respect of direct losses arising under or in connection with this Agreement shall not exceed two times the Contract Fee.

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- 3.9 The Service Provider undertakes to take up professional indemnity and third party insurance cover, which includes cover for the Services to be undertaken under this Agreement and shall provide proof thereof to the IDC upon request.

4. PAYMENT OF CONTRACT FEE

- 4.1 IDC shall pay the Service Provider the Contract Fee for the provision of the Services, in accordance with the payment methodology and schedule as set out in Annexure “B” hereto.
- 4.2 All tax invoices of the Service Provider shall contain the IDC’s VAT number, the Service Provider’s VAT number, if applicable, and the address of both Parties.
- 4.3 Payment shall be made within 30 (thirty) days upon receipt of an original tax invoice(s) furnished by the Service Provider, in accordance with the delivery and approval of services rendered in line with the provisions of Annexure “A”.
- 4.4 All money due to the Service Provider shall be paid into the Service Provider’s bank account, which bank account details shall be confirmed by the relevant bank and submitted to the IDC, on the bank’s letterhead or with a bank’s stamp.
- 4.5 All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the IDC to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the IDC. The amounts reimbursed for the portion financed by KfW may, with KfW’s consent, be used again, principally for further implementation of the Project.

5. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the Service Provider while

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rendering the Services shall become the property of IDC, unless such property was owned by the Service Provider prior to conclusion of this Agreement.

6. CONFIDENTIALITY

6.1 All information, however communicated or recorded and whatever form it takes, provided by the IDC to the Service Provider in connection with this Agreement shall be for the Service Provider's exclusive use and may not be divulged by the Service Provider to any natural or legal person (save as may be required under this Agreement or by the nature of the concept), in which case either party shall ensure that such person undertakes to be bound by the terms similar to this clause. Such action shall not be taken without the prior written consent of IDC, which consent shall not be unreasonably withheld.

6.2 The restrictions referred to in clause 6.1 shall not apply to information which:

6.2.1 is now in or hereafter enters the public domain other than as a result of a breach by one party of its obligations in terms of this clause 6;

6.2.2 is known to one party prior to disclosure by the other to it or independently developed by it; and

6.2.3 is disclosed in good faith to it by a third party legally entitled to disclose same.

7. COMMENCEMENT AND TERMINATION

7.1 Notwithstanding the date of signature of this Agreement, it shall be deemed to have commenced on *[insert date]* (the Commencement Date) and shall come to an end on *[insert date]* (the Termination Date).

7.2 This Agreement may be terminated by either party, on giving of 30 (thirty) days written notice, terminating this agreement.

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- 7.3 The Service Provider shall remain liable for delivery of the Services recorded in Annexure “A”, notwithstanding the expiry of the Termination Date, until such services have been delivered to the satisfaction of IDC or the Parties agree otherwise.
- 7.4 Within 30 (thirty) days of receipt of any notice of cancellation/termination of this Agreement by any of the parties, the Service Provider shall deliver to IDC all reports and other related documentation.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unfavorable for any reason, such provision shall be deemed to be *pro non-scripto* but without affecting, injuring or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties in regard to the subject hereof. It is expressly agreed that the ToR is included in this Agreement.

10. AMENDMENTS

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by the parties.

11. ASSIGNMENT

The rights and obligations under this Agreement are personal to each of the parties and, save as provided in this Agreement, may not, without the prior written consent of the other party be assigned to any other person.

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12. GOVERNING LAW

- 12.1 All matters arising from or in connection with this Agreement, its validity, existence or termination shall be determined in accordance with the laws of the Republic of South Africa.
- 12.2 The Service Provider and the IDC agree to act fully in compliance with applicable data protection and other related laws. The IDC agrees that the Service Provider may collect, process, use and store personal information for purposes of :
- (i) providing the services,
 - (ii) maintaining its internal administrative or client relationship management systems, including the use of third-party outsourced service providers,
 - (iii) quality and risk management reviews and
 - (iv) providing the IDC with information about its range of services in line with the purpose for which the personal information was obtained for.
- 12.3 The IDC agrees that a firm within the Service Provider's global network may transfer personal information across country borders in furtherance of the purpose for which the information was obtained and the Service Provider agrees to ensure that such firm within the Service Provider's global network entity/ies/ Country/ies/ Jurisdiction/s have policies which are either equivalent to IDC's data privacy standards or higher only with the written consent of the IDC.
- 12.4 The Service Provider agrees that it will furnish the IDC with a list of all its third-party outsourced service providers, its firm/s within its global network and Country/ies/ Jurisdiction/s where the IDC's data subject's personal information has been transferred for further processing, use or storage and the Service Provider will provide the IDC with certification confirming destruction of the data subject's personal information when the continued processing, use, transfer or storage is no longer in line with the purpose for which it was obtained or where the purpose has been duly fulfilled.

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- 12.5 The Service Provider further agrees that it will adhere to all laws relating to cross border transfer of data.

13. ARBITRATION

At the option of either party, any dispute arising out of this Agreement shall be submitted to and determined by arbitration under the rules of Arbitration Foundation of South Africa. The venue for arbitration will be Johannesburg, South Africa.

14. FORCE MAJEURE

- 15.1 If any party fails to perform its obligations in terms of this Agreement because of an event beyond its reasonable control, that party will not be liable, subject to the terms of this clause, for any loss or damage resulting from its non-performance. Events beyond a party's reasonable control will include one or more of the following:

14.1.1 events recognized as casus fortuitis acts of God;

14.1.2 epidemic, flood, earthquake or like natural disaster;

14.2 To avoid liability for non-performance, the defaulting party must notify the other party of the nature of the event and the commencement date thereof within 14 (fourteen) days of the event coming to the knowledge of the defaulting party. The defaulting party must also notify the other party within 14 (fourteen) days of the event ending.

- 14.2.1 If the event of the force majeure subsists for more than 90 (ninety) consecutive days, any party will have the right to terminate this Agreement. The remaining parties or party, as the case may be, will be entitled to complete the Scope of Work exclusive of the terminating party or parties with no obligation to such terminating party or parties. If the Scope is preceded with, the terminating party or parties will make all reasonable efforts to assign to the remaining party all its rights, titles and interests in and to the Scope of Work, including any contracts with third parties related to the Scope of Work.

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15. BREACH

Should any party breach any provision of this Agreement ("the defaulting party") and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party ("the aggrieved party") requiring it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or at law, to cancel this Agreement without notice or to claim immediately specific performance, in either event, without prejudice to the aggrieved party's right to claim damages.

16. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall submit a statement of all outstanding payments credit notes issued and payments made. Such statements shall also contain the order number, the details and the date of the transaction, the invoice number remittance number and credit note details.

17. NON EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the parties. In the circumstances both parties shall be free to embark on potential terms of reference with other parties.

18. DOMICILIUM

18.1 For the purpose of this Agreement, the parties choose domicilium citandi et executandi as follows: -

18.1.1 The Service Provider shall provide its address and, telephone number and fax number in Annexure "D"; and

18.1.2 IDC at 19 Fredman Drive, Sandown, 2196, South Africa.

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- 18.2 All notices to be given in terms of this Agreement shall be presumed to be received, until proved to the contrary.
- 18.3 Each party may, by notice in writing to the other party, alter its addresses set out in this Agreement.

19. CONFLICT OF INTEREST AND CORRUPTION

- 19.1 The Service Provider warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than IDC), the Service Provider shall immediately give written notice of the conflict of interest, or the risk of it, to IDC.
- 19.2 The Service Provider shall take all reasonable measures to ensure that its employees do not engage in any activity or obtain any interest that is in conflict with providing Services to IDC fairly and independently. The Service Provider shall immediately give written notice of any conflict of interest relating to the activities of interest of any of its employees, agents or subcontractors to IDC.
- 19.3 If the IDC is given notice of a conflict of interest as required above or the Service Provider breaches any provision of this clause 19, the IDC may, at its own discretion, terminate this Agreement by giving the Service Providers 30 (thirty) days or less, written notice to that effect.
- 19.4 No Party to this Agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that is illegal under any applicable laws or regulations.
- 19.5 No Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:
- 19.5.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of the IDC, state-owned enterprise or any

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subdivisions/subsidiary thereof, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as “Official”);

- 19.5.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:
- 19.5.3 influence any official act or decision, or;
- 19.5.4 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
- 19.5.5 induce an Official to use his or her influence to affect or influence a decision or act of the IDC, or;
- 19.5.6 assist the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;
- 19.5.7 to obtain or secure an unfair or improper advantage for the Parties in any respect.
- 19.6 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Agreement.
- 19.7 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

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- 19.8 Without detracting from its obligations set out in clauses 19.1 to 19.7, the Service Provider agrees to uphold and comply to the provisions of the Declaration of Undertaking attached hereto as Annexure “C”.

20. BEE STATUS

- 20.1 In instances where the Service Provider’s B-BBEE levels are higher than a Level 4 with Empowering Supplier Status it shall endeavour to maintain its current B-BBEE level. In instances where a decrease in the B-BBEE levels is envisaged, such a decrease should not be lower than a B-BBEE Level 4 with Empowering Supplier Status.
- 20.2 The IDC shall also further reserve the right to, at any time, review the minimum levels and the Service Provider shall agree to a B-BBEE commitment plan to ensure that the requisite B-BBEE levels are met and/or maintained during the tenure of this Agreement.
- 20.3 In instances where a lapse below a B-BBEE Level 4 occurs, the Service Provider will identify the gaps and provide a commitment plan linked to specified timelines to achieve the minimum levels or to improve thereon.

21. REPRESENTATION

- 21.1 The IDC has assigned a Representative to co-ordinate and provide overall guidance in terms of strategy, policy standards and priorities as deemed appropriate for the provision of the Services by the Service Provider and as a single point of contact.
- 21.2 The Service Provider shall appoint a Representative, from the Commencement Date and provide contact details of such Representative within 7 days therefrom, who shall have overall responsibility for managing and coordinating the performance of the Service Provider’s obligations under this Agreement and who will have the authority to act for and on behalf of the Service Provider in respect of all matters relating to this Agreement.

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22. PUBLIC STATEMENTS

The Service Provider is prohibited from making any presentations, representations, public comment, publication or advertisement that mentions the IDC's relationship to the Service provider, without the prior written approval of IDC and shall not use any of IDC's logos or trade marks on its own publications or anywhere without the IDC's prior written approval.

23. SUBCONTRACTING

The Service Provider shall not subcontract all or any portion of the Service set out in Annexure "A", without IDC's prior written consent, which shall not be unreasonably withheld.

24. COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all relevant laws, which may change from time to time, and the requirements of any statutory authority in performing Services set out in Annexure "A". The Service Provider undertakes to provide IDC with a valid South African Revenue Services tax clearance certificate throughout the duration of this Agreement.

25. RIGHT TO AUDIT

- 25.1 The Service Provider shall establish and maintain a reasonable accounting system that enables the IDC to readily identify the Service Provider's assets, expenses, costs of goods, and use of funds in relation to the Service.
- 25.2 The IDC and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Service Provider, including, but not limited to those kept by the Service Provider, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including

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proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled cheques; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance certificates (and, if permitted by the Services Provider's insurers at the time, suitable documents) ; payroll documents; timesheets; memoranda; and correspondence.

- 25.3 The Service Provider shall, at all times during the term of this Agreement and for a period of 5 (five) years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials.
- 25.4 The Service Provider shall at any time requested by the IDC, whether during or after completion of this Agreement, and at the Service Provider's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the IDC. Such records shall be made available to the IDC during normal business hours at the Service Provider's office or place of business and subject to a three day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the IDC.
- 25.5 The Service Provider shall ensure that the IDC has these rights with the Service Provider's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Service Provider and any subcontractors to the extent that those subcontracts or Agreements relate to fulfilment of the Service Provider's obligations to the IDC.
- 25.6 Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the IDC unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Service Provider to the IDC in excess of one-half of one percent (.5%) of the total contract billings, the Service Provider shall reimburse the IDC for the total costs of the audit.

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If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the IDC may recoup the costs of the audit work from the Service Provider. Any adjustments and/or payments that must be made as a result of any such auditor inspection of the Service Provider's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the IDC's findings to the Service Provider.

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SIGNED at _____ on _____ 2024

For: *[Insert Name of Service Provider]*

DIRECTOR

who warrants that he/she is duly authorised thereto
as evidenced by Annexure E

SIGNED at _____ on _____ 2024

For: **INDUSTRIAL DEVELOPMENT CORPORATION
OF SOUTH AFRICA LIMITED**

who warrant that they are duly authorised thereto

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ANNEXURE "A"**SCOPE OF WORK**

[Insert Scope of Work as based on ToR read with the Technical Proposal]

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ANNEXURE "B"**Contract Fee**

[Insert contract fee as based on the Financial Proposal and agreed with the Service Provider]

For the Services to be rendered by the Service Provider under this Agreement the Employer shall pay the sum of

[•] in [ZAR]

("CONTRACT FEE").

The Contract Fee is composed of:

[Lump sum payments:]	[•] in [ZAR]
[Input based payments]	[•] in [ZAR]
[Ancillary expenses lump sum ¹]	[•] in [ZAR]
[Ancillary expenses upon proof]	[•] in [ZAR]

1. TERMS OF PAYMENT

The Service Provider's remuneration shall be paid against presentation of an invoice presented to IDC, indicating the BMZ-No. **201870021** as follows:

XX ZAR	(xx) interim payments in quarterly instalments
XX ZAR	as the final payment due after approval of the final project report by the IDC and KfW

2. METHOD OF PAYMENT

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The method of disbursement shall be the direct disbursement procedure. The Service Provider shall address and send its invoices to the IDC. The Employer will validate the correctness of any invoice and forward these to KfW for direct disbursement to the account of the Service Provider indicated below:

Service Provider 's bank account details :

Account Name: XXX

Name of Bank: XXX

IBAN / Account Number: XX

BIC/SWIFT Code: XXX

3. STATEMENT OF COSTS

[Include based on financial proposal]

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ANNEXURE "C"

[Insert KfW Declaration of Undertaking]

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ANNEXURE “D”**DETAILS OF SERVICE PROVIDER**

Physical Address:		
Postal Address:		
Telephone Number:		
Email:		
Contact Person:		
Bank Details:	Bank:	
	Account Holder:	
	Account Number:	
	Branch:	
	Branch Code:	
Commencement Date:		
Termination Date:		
Estimated Contract Fee		
BBB-EE Status		

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ANNEXURE "E"

– *[Company Resolution Authorising a Company Signatory]*

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