



**T11/02/24**

**MULTI-DISCIPLINARY ADVISORY SERVICES FOR  
FREEPORT SALDANHA SEZ LANDLORD AND  
OPERATOR MECHANISMS INTO NEW INTEGRATED  
PORT INFRASTRUCTURE IN SALDANHA BAY**

**NON-COMPULSORY BRIEFING SESSION**

**DATE: 6 MARCH 2024 AT 10:00 AM**

**VENUE: MICROSOFT TEAMS**

**LINK:** [Click here to join the meeting](#)

**BID CLOSING DATE:**

**15 MARCH 2024 AT 11:00 AM**

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## **SECTION 1: GENERAL CONDITIONS OF BID**

## 1. Proprietary Information

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

## 2. Enquiries

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

Name:	Ms. Ntombifikile Mokgeseng
Telephone Number:	+27 11 269 4381
Email address:	<a href="mailto:ntombifikilem@idc.co.za">ntombifikilem@idc.co.za</a>

2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 8 March 2024**.

2.3 The enquiries will be consolidated, and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website ([www.idc.co.za](http://www.idc.co.za)) under tenders i.e., next to the same RFP document.

2.4 The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

## 3. Bid Validity Period

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

## 4. Instructions on submission of Bids

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4.1 Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.

4.2 Bid responses should be in generally acceptable / standard electronic file format/s (i.e., Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.

4.3 The closing date for the submission of bids is **15 March 2024** not later than **11:00 AM (before midday)**. No late bids will be considered. Bids must **only** be sent to [tenders@idc.co.za](mailto:tenders@idc.co.za). Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is **received** by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address ([tenders@idc.co.za](mailto:tenders@idc.co.za)).

**4.4** Bidders are advised to submit / send its bid responses at least 30 minutes before the 11:00AM deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.

**4.5** The IDC will not be held responsible for any of the following:

- 4.5.1 bid responses sent to the incorrect email address;
- 4.5.2 bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
- 4.5.3 any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
- 4.5.4 bid responses received late due to any IT network related congestions and/or technical challenges; and
- 4.5.5 bid responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.

**4.6** Only responses received via the specified email address will be considered.

**4.7** Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic email tender box ([tenders@idc.co.za](mailto:tenders@idc.co.za)) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**

**4.8** Amended bids may be sent to the electronic tender box ([tenders@idc.co.za](mailto:tenders@idc.co.za)) **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

## **5. Preparation of Bid Response**

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- 5.1** All the documentation submitted in response to this RFP must be in English.
- 5.2** The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3** Bids submitted by bidders which are or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4** The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5** Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.
- 5.6** Where the bidder proposes to use a subcontractor for the execution of part of the scope of work of the contract, the bidder may not sub-contract more than 40% of the value of the contract. The IDC will assess whether the proposed subcontractor(s) meets the relevant requirements and/or conditions of the tender.

## **6. Supplier Performance Management**

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

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

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

## **7. Enterprise and Supplier Development**

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

## **8. IDC's Rights**

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- 8.1** The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2** The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the IDC.
- 8.3** The IDC reserves the right to award this bid as a whole or in part.
- 8.4** The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5** The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 02 of 2016/2017: Cost Containment Measures**, where relevant.
- 8.6** The IDC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.7** The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- 8.8** The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.
- 8.9** The IDC reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the IDC in the past 5 years over and above the references put forward by the bidder in its response.

## 9. Undertakings by the Bidder

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- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 9.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

## 10. Reasons for disqualification

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- 10.1 The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
  - 10.1.1 bidders whose Tax Status is non-compliant on the Central Supplier Database (CSD), after they have been notified accordingly and still remain non-compliant;
  - 10.1.2 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
  - 10.1.3 bidders who submit information that is fraudulent, factually untrue, or inaccurate information;
  - 10.1.4 bidders who receive information not available to other potential bidders through fraudulent means;
  - 10.1.5 bidders who do not comply with any of the **mandatory requirements** as stipulated in the RFP document;
  - 10.1.6 bidders who fail to comply with POPIA requirements as listed herein.

## 11. Returnable Schedules

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

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

**11.2 Schedule 1:**

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

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

**11.3 Schedule 2**

11.3.1 Copy of Board Resolution, duly certified;

11.3.2 Originally certified copy of ID document for the Company Representative

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

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

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

11.3.6 Response to Annexure 6: BEE Commitment Plan

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

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

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

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

11.3.10 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.

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

**11.4 Schedule 3:**

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

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

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

## **12. Evaluation Criteria and Weightings**

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Bids shall be evaluated in terms of the following process:

**12.1 Phase 1: Initial Screening Process:** During this phase, bid responses will be reviewed for

purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- Verification of Central Supplier Database (CSD) registration, Company Registration status, tax compliance status and any other relevant checks conducted on CSD.
- Submission of ID copy for the Company Representative as referenced in 12.3.4 above.
- BEE Status Certification as referenced in 12.3.11 above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
  - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP
  - Section 3: Cost Proposal and Price Declaration Form
  - Annexure 1: Acceptance of Bid Conditions
  - Annexure 2: Tax Compliance Requirements
  - Annexure 3: Bidder's Disclosure
  - Annexure 4: Shareholders' Information/ Group Structure
  - Annexure 5: Bidders Experience & Project Team
  - Annexure 6: BEE Commitment Plan
  - Annexure 7: Disclosure Statement
  - Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

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

**12.2 Phase 2: Technical/ Functionality Evaluation**

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

**12.2.1 Mandatory Functional/ Technical Requirements**

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

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

**12.2.2 Other Functional/ Technical Requirements**

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

ELEMENT	WEIGHT
Bidder's relevant Experience	20
Bidder's proposed Methodology	40
Bidders proposed Project Plan	10
Qualifications, Skills, and Experience of key personnel	30
<b>TOTAL</b>	<b>100</b>

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

### 12.3 Phase 3: Preference Point System

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

CRITERIA	POINTS
Price	80
Specific Goals <sup>1</sup>	20
<b>TOTAL</b>	<b>100 points</b>

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

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

<sup>2</sup>Black ownership: 100% black owned entities will score the full 10 points, and between 51% - 99.99% black owned entities will score 4 points.

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

## **12.4 Phase 4: Objective Criteria**

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

Objective Criteria are:

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

## **13. Promotion of Emerging Black owned Service Providers**

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It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals scoring listed in 13.3.

## **SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION**

## **SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION**

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### **1. Special instructions to bidders**

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

### **2. Project background and objectives**

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#### **2.1. FREEPORT SALDANHA INDUSTRIAL DEVELOPMENT ZONE**

The Industrial Development Corporation of South Africa Limited (the IDC) and Infrastructure South Africa (ISA) have partnered with Freeport Saldanha (formally the Saldanha Bay Industrial Development Zone) to procure the services of a Professional Services Provider for multi-disciplinary **advisory services for Freeport Saldanha Special Economic Zone landlord and operator mechanisms** into New Integrated Port Infrastructure in Saldanha Bay. Freeport Saldanha is a Strategic Integrated Project *SIP5 – Saldanha-Northern Cape Development Corridor* as per the Infrastructure Development Act, as amended, 2014 (Act no. 23 of 2014) (the Act).

Freeport Saldanha is a Western Cape Government-owned Schedule 3D State-Owned Company (SOC) operating the Special Economic Zone (SEZ) as part of the South African Government’s strategic initiative to promote economic growth and employment creation, under the SEZ Programme within the Department of Trade, Industry and Competition (the DTIC). Freeport Saldanha is the first freeport in South Africa with full SEZ status, an approved Customs Control Area (CCA) registered with SARS, an International Ship and Port Facility Security (ISPS) status currently under consideration with the Department of Transport, and it is in the deepest natural port in the Southern Hemisphere.

Freeport Saldanha is a strategic national asset. It complements and adds value to the comparative advantages of the country with its focus on the maritime industry and the emerging energy markets and industry. The Freeport has already made significant economic contributions both nationally and locally.

The current port infrastructure capacity is not conducive to the Freeport’s maritime and energy investment pipeline, which has the potential to bring in much needed private sector led investment, operations, industry, and employment. The current investor pipeline, with a value of greater than R21bn, cannot be served on the current landside footprint and there is a quantified and verified need for additional quayside, utilities, and pipelines.

The New Integrated Port Infrastructure comprises a marine services jetty, a floating dry dock, and a deep-water berth 205 to catalyze opportunities in the oil and gas and marine fabrication and repair industries (Table 1). This development is currently planned with a

seven-phase rollout, as per a 2021 pre-feasibility undertaken by Freeport Saldanha. The nascent associated green hydrogen and derivative markets in the Saldanha region, and the small-to-medium scale LNG importation potential, were not defined in the 2021 studies. However, should these come about, it would increase the need for more port infrastructure capacity in Saldanha and the back of the port area.

## **2.2. TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**

TNPA expects the Port of Saldanha Bay to continue playing a complementary role as the Western region's primary dry bulk and liquid bulk port, with it being Africa's top-rated dry bulk port, and southern Africa's oil and gas service hub, operating with reliable logistics connectivity and excellent efficiency. The Port is the number one iron ore export harbour and the deepest natural port in Africa with prime oil and gas infrastructure complimented by the creation of the dedicated Special Economic Zone<sup>1</sup>

As per the PFDP 2022 Update, strategic initiatives that support the port's positioning include the phase 2 iron ore expansion berth construction project, and oil and gas strategic initiatives include the reconfiguration of the Oil Jetty, the Offshore Supply Base, the Mossgas Jetty marine manufacturing facility and the provision of a new berth for ship repair facilities. The strategic intent for the future is to leverage the port's competitive advantages of location and depth to attain success, by focusing on the following opportunities:

- Grow & diversify existing commodities.
- To become an energy supply services port.
- To position the port as a gateway to the Southern African Development Community (SADC) and Sub-Saharan Africa.

Over the short-to-medium-term, TNPA has indicated various changes to the port, and these include, to some degree, the New Integrated Port Infrastructure identified in 2021. Currently, TNPA is undertaking various studies to establish the updated technical feasibility and costing of these projects, amongst others.

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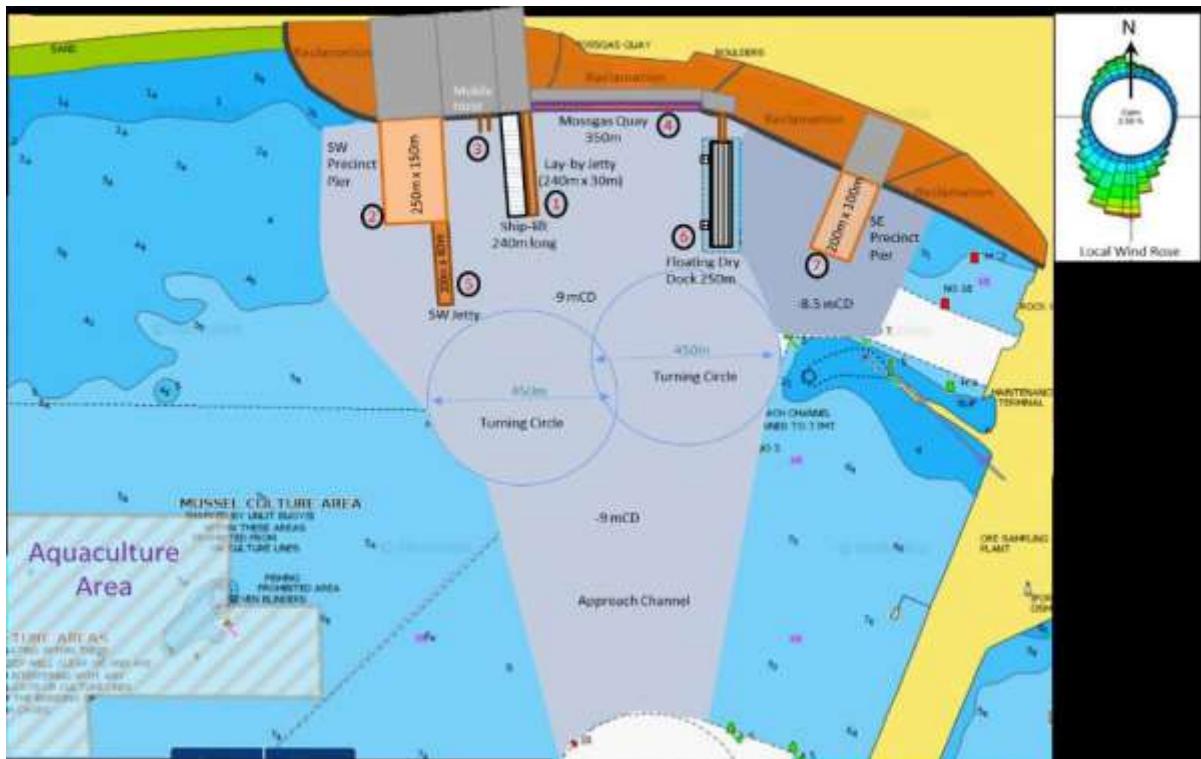
<sup>1</sup> TNPA Port Development Framework Plans (PDFP) 2022 Update, published July 2023

Table 1 – Phased offshore Infrastructure Developments at Freeport Saldanha

Item and Dimensions	Dredging	Dredge Vol (m <sup>3</sup> )	Reclamation Vol (m <sup>3</sup> )	Revetment Vol (m)
<b>Phase 1: Jetty, ship-lift, dredging and land reclamation</b>				
<b>Jetty:</b> 240m x 30m				
<b>Ship-lift:</b> 240m x 40m				
<b>Land reclamation and paving:</b> 240m x 250m paving, PLUS reclamation ( <i>surface area and volume to be confirmed</i> ).	Dredging of a 260m wide approach channel, -9m below Chart Datum (CD) to -10mCD, and a 450m turning circle	1 280 000	660 000	900
<b>Phase 2: South-western precinct pier, dredging and land reclamation</b>				
<b>South-Western precinct pier:</b> 250m x 150m	-9mCD	750 000	280 000	530
<b>Land reclamation and paving:</b> 390m x 250m paving PLUS reclamation ( <i>surface area and volume to be confirmed</i> ).				
<b>Phase 3: Boat hoist</b>				
<b>Boat hoist:</b> 50m long	No additional dredging or reclamation required since Phase 2.			
<b>Phase 4: South-western Jetty</b>				
<b>South-western Jetty:</b> 200m x 40m	No additional dredging or reclamation required since Phase 2.			
<b>Phase 5: Mossgas quay wall, dredging and land reclamation</b>				
<b>Mossgas quay wall:</b> 350m long	-9mCD	Additional dredging	680 000	430 000
<b>Land reclamation and paving:</b> 350m x 50m paving PLUS reclamation ( <i>surface area and volume to be confirmed</i> ).				
<b>Phase 6: Floating dry dock, dredging and reclamation</b>				
<b>Floating dry dock and dredging:</b> 250m x 40m	- 16mCD	Additional dredging, plus Additional 450m dredged turning circle	940 000	230 000
<b>Land reclamation and paving:</b> ( <i>surface area and volume to be confirmed</i> ).				
<b>Phase 7: South-eastern precinct pier</b>				
<b>South-Eastern precinct pier:</b> 200m x 100m	- 8.5mCD	Additional dredging	610 000	
<b>Land reclamation and paving:</b> 200m x 100m paving PLUS reclamation ( <i>surface area and volume to be confirmed</i> ).				
<b>TOTALS</b>			4260 000m <sup>3</sup>	1 600 000m <sup>3</sup>
				2 520m

Figure 1 shows the phased developments.

## Figure 1 – Development Phases



### 2.3. STUDIES TO DATE

Enabling participation of private sector investment in port developments in the zone will reduce risk, and build confidence for industrial export-oriented growth, and achieve the mandated socio-economic benefits of job creation and sustainable development.

### Studies completed to date:

- FEL2 Pre-feasibility study for Marine Services Jetty with detailed engineering works (2016)
- Environmental Screening Study (2016)
  - Physical impact assessment, including dispersion modelling and water quality analysis;
  - Marine ecology assessment based on the latest State of the Bay monitoring results; and
  - Air quality assessment, including a cumulative assessment of air quality impacts related to current industrial operations in and surrounding the Port and the potential future rig and ship repair operations at the proposed new marine infrastructure.
- SBIDZ Economic and Financial Feasibility Assessment of Port Infrastructure (2021)
- Transactional and Commercial Modelling (2021)
- Market Demand Analysis
- Research on the Economic Overview of the South African Leisure and Commercial Marine Market (2020)
- South Africa – Fueling the Future of Shipping (2022)

- Powerfuels 2 – Stimulating domestic hydrogen consumption opportunities in South Africa (2022)
- Decarbonising Maritime Transport through Zero-Carbon Bunker Fuels from South Africa (2022)
- PtX II study commissioned by DTIC and GIZ to investigate costs of productions at various sites across South Africa (2022)

The following projects are in preparation by TNPA:

- Marine EIA and related specialist studies
- Technical Feasibility Study
- Business Case Development as per Regulation 16 of the Public Finance Management Act of 1999 (PFMA).

At the time of the SBIDZ Economic and Financial Feasibility Assessment of Port Infrastructure studies, which defined the Phased offshore Infrastructure Developments at Freeport Saldanha as described in Table 1 above, green hydrogen and its derivatives as a nascent market for the Saldanha region and the small-to-medium scale LNG importation potential was not included in the potential market demand and port infrastructure and associated facilities and utilities demand. However, these emerging markets should be included in the scope of potential markets which Freeport Saldanha and TNPA must assess in their master planning and business case development of options available.

## 2.4. ROLE OF TNPA

The Freeport Saldanha Industrial Development Zone has involved Transnet and TNPA in the project from inception and the project prioritization includes Freeport Saldanha Industrial Development Zone holding a Heads of Agreement with Transnet National Ports Authority (TNPA) together with Non-Disclosure Agreements with TNPA. The Ports Act allows the Authority to enter into any agreement with any other statutory body or organ of state to coordinate and harmonize the performance of functions similar or related to the Authority.

This facilitates a unique arrangement concerning the prioritized port infrastructure because the Freeport Saldanha Industrial Development Zone can secure tenants without procurement processes. It can expand its footprint and sectors based on the business case and with approval from the DTIC and the National Treasury. Freeport Saldanha Industrial Development Zone is also able to raise finance/funding to further the objectives of the Company and to negotiate or cooperate with any organ of state on matters related to the objectives of the Company.

A proposal for TNPA to take an equity share in the Freeport Saldanha Industrial Development Zone is currently under consideration and a partnership proposal has been presented to TNPA Executives to ensure alignment strategically and operationally.

It is anticipated that TNPA will exercise Section 56 of the National Ports Act (Act 12 of 2005) to enter into a Concession Agreement for the New Integrated Port Infrastructure.

Freeport Saldanha is required to address its financial, commercial, and legal arrangement with TNPA and the Concessionaire. Therefore, Professional Service Providers (PSP) in the Business Advisory discipline are invited to submit proposals for the provision of business advisory services with regard to financing, legal, regulatory, commercial, and institutional arrangements for the implementation of the New Integrated Port Infrastructure at Freeport Saldanha, and to represent the business interest of Freeport Saldanha in the TNPA Concession Agreement.

### **3. Scope of work/Terms of reference**

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The appointed bidder will be required to provide the following services. Specialists are to consider all relevant Legislation and Guidelines when undertaking these tasks/studies. Some activities under different milestones may overlap and may not necessarily follow a sequential order. The envisaged scope of work may entail refinement, optimization, and updates based on the latest detailed design and costings for the infrastructure from the technical feasibility study and any other changes in updated tariffs, etc., hence the need for several iterations.

#### **3.1. DELIVERABLES**

##### **3.1.1. DELIVERABLE 1: Transactional Advisory Services**

- Provide independent consulting due diligence services including transactional advisory services.
- Identify legal and transactional risks and obligations of the Freeport and TNPA in relation to developing new port infrastructure, including potential regulatory, financial, and commercial risks and their potential impact on the project's objectives and stakeholders.
- Undertake a transactional analysis inclusive of financing, equity structure, due diligence, tax considerations, options analysis, and other financial and commercial risks and recommend a range of transactional options to be tested against investor interest in an iterative process.
- Engage with TNPA EPCM and Feasibility Study as technical and transactional advisors.
- Liaison with Freeport Saldanha on the Marine EIA project conducted on behalf of TNPA.
- Co-ordination on the technical and business case development carried out by TNPA.

##### **3.1.2. DELIVERABLE 2: Legal Advisory Services**

- Legal remit, review and development of policy and regulatory framework in terms of the National Ports Act (Act 12 of 2005), Special Economic Zones Act (Act 16 of 2014), Customs Control Act (Act 31 of 2014), Saldanha Bay Industrial Development Zone Licencing Company Act (Act 1 of 2016), regulations, etc.
- Contract review representing Freeport Saldanha in the EPCM contract that will be provided by TNPA.
- Test the options and commercial terms for Freeport Saldanha as a shareholder in the Concession Contract.
- Develop risk mitigation strategies, including negotiating contract terms, or developing alternative transactional structures/arrangements.

- Review all relevant documentation related to the project including contracts, permits, licenses, leases, financial statements, and other legal and transactional documents.
- Statutory posturing, compliance, and adherence to the operating model and infrastructure delivery and management model.
- Analyse legal risks, risk mitigation, and liabilities pursuant to the business case development.
- Legal due diligence for the draft Heads of Terms, contracts, commercial terms, and cooperation agreement between Freeport Saldanha, TNPA, and the Operating entity.
- Prepare documentation for obtaining various approvals from various authorities.
- Compliance with statutory and environmental requirements and liability in case of non-compliance.
- Prepare documentation, including legal and funding agreements, Board resolutions and any other activity associated with the funding process.

### **3.1.3. DELIVERABLE 3: Freeport Saldanha Value Proposition**

Provide business advisory services on behalf of Freeport Saldanha in the TNPA Technical Feasibility and Business Case Development where Freeport Saldanha is the primary Interested and Affected Party, to address the Freeport Saldanha value proposition in terms of, but not limited to its:

- Designated footprint and its adjacent serviced land
- Investment pipeline which will improve the bankability of the projects to the concessionaire.
- Designated Strategic Integrated Projects (SIP)
- Customs Control Act (CCA) status
- Ease of Doing Business Unit
- Optimise the landlord and operator model and services

### **3.1.4. DELIVERABLE 4: High-Level Costing Analysis of Port Infrastructure**

- Options analysis of location inclusive of Mossgas quayside
- High-level definition and costing of port infrastructure projects per phase, in consultation with TNPA, from 2021 studies, Green Hydrogen Study, and relevant PtX and LNG studies, including supporting associated access/areas/buildings/facilities/services required.

### **3.1.5. DELIVERABLE 5: Update of the Financial Model**

- A funding structure that outlines any financial contributions from both TNPA and the SEZ, and clearly defined budgetary allocations and financial responsibilities.
- Optimise any operational synergies between TNPA and the SEZ to optimize efficiency and reduce costs.
- A revenue-sharing model that aligns with the commercial interests of both TNPA and the SEZ.
- Prepare and maintain a dynamic financial model forecast to meet the requirements of the Freeport Saldanha and other stakeholders, which includes, *inter alia*:

- Debt ratios and equity returns based on indicative funding terms;
- Future estimates of the macro-economic assumptions relating to the Projects;
- A 20-year forecast financial statement, including a statement of comprehensive income, statement of financial position, and statement of cash flows;
- Detailed financial analysis, metrics, and ratios to demonstrate the impact of the selected strategic option pursuant to the pre-feasibility study; and
- Provide a sensitivity analysis.
- Ultimately, the commercial terms are to be agreed upon to represent the SEZ's value in the financial model to TNPA for decision-making and bidders to respond satisfactorily on whatever projects are published.
- Review the computation of updated IRR and NPV figures.
- Provide a comprehensive project financial risk analysis and mitigation matrix.
- The update of the financial model must be aligned with the progress of the EPC design.

**3.1.6. DELIVERABLE 6: Global Best Practise to Port PPPs for New Port Infrastructure regarding SEZs**

- A preliminary market analysis to identify potential key investors, current market trends, and the competitive landscape in relation to potential key investors.
- Market appetite for private sector investment in Freeport Saldanha.
- Guidelines outlining best practices for initiating, structuring, and managing PPPs in the development of new port infrastructure, especially in the context of the SEZ and the potential investors.
- Potential risks associated with port infrastructure PPPs and proposed effective strategies for risk assessment, allocation, and mitigation to ensure project success.

**3.2. Communication**

- 3.2.1.** A Project Steering Committee comprising government technical resources from IDC, ISA, Transnet, and Freeport Saldanha will be constituted during the project initiation phase to provide oversight to the project.
- 3.2.2.** It is required that the successful service provider will chair and minute progress meetings with the client monthly.
- 3.2.3.** It is required that the service provider will engage interested and affected parties. The client would be in attendance to support and contribute.
- 3.2.4.** The Service Provider shall inform the Project Steering Committee prior to contacting any third party to obtain information or discuss the project details.

**3.3. Documentation**

The appointed service provider will be provided a copy of the completed studies and models subject to IDC receiving a signed NDA.

#### 4. Project timelines

- 4.1 The appointed service provider(s) will be required to start immediately after the award and provide the services for twenty-four (24) months, subject to review of the service provider's performance.
- 4.2 The deliverables comprise the following:

No	KEY DELIVERABLES
1	Transaction Advisory Services
2	Legal Advisory Services
3	Freeport Saldanha Value Proposition
4	High-Level Costing Analysis of Port Infrastructure
5	Update of the Financial Model
6	Global Best Practices to Port PPPs for New Port Infrastructure regarding SEZs

#### 5. Technical evaluation criteria

##### 5.1 Other Technical Requirements

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

5.1.1. BIDDER'S EXPERIENCE	Comply	Partially Comply	Not Comply
<p>The bidder is required to have relevant experience in providing advisory services to clients with South African infrastructure projects with Ports, Harbours, and Marine/ Maritime Infrastructure experience. Experience with Special Economic Zone developments would be beneficial but is not compulsory.</p> <p>To substantiate, the bidder is required to provide a minimum of three (3) (max 5) in South Africa on similar sectors/projects over the last 10 years and a minimum of 3 references from the rest of the world on similar sectors/projects over the last 10 years. These need to be relevant contactable references of where they have provided similar services.</p> <p>Refer to <b>Table (A) Annexure 5</b> of this document for the response format provided.</p>			
<b>Substantiate / Comments</b>			

5.1.2 BIDDER'S PROPOSED METHODOLOGY	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their thorough understanding of the objectives and deliverables of this project. To substantiate, the bidder <b>must</b> provide the following:</p> <p>A detailed (step-by-step) proposal of the methodology/approach to be used to carry out the scope of work outlined above and clearly demonstrate how the project objectives and deliverables will be achieved.</p> <p><b>Note:</b> As part of the bid proposal, the bidder is required to provide a full list of Data and Information required from the IDC to fully carry out the services.</p>			
<b>Substantiate / Comments</b>			

5.1.3 BIDDER'S PROPOSED PROJECT PLAN	Comply	Partially Comply	Not Comply
<p>The bidder must submit a detailed project plan, which will compliment and align with the above proposed methodology with a final report to be submitted within twenty-four (24) months from date of appointment. The project plan is to be in a form of a High-Level Work Breakdown Structure (WBS) and timeframes in a Gantt Chart format.</p>			
<b>Substantiate / Comments</b>			

5.1.4. QUALIFICATIONS AND SKILLS OF KEY PERSONNEL	Comply	Partially Comply	Not Comply
<p>The bidder's personnel for the proposed team must have relevant qualifications, skills, and experience in providing financial, commercial, technical, and legal advisory services in similar Ports and Harbours infrastructure projects.</p> <p>The key technical team members should have at least fifteen (15) years' experience in performing such assignments.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> <li>• The structure and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. Please refer to <b>Table (b) Annexure 5</b> of this document for the format in which the required information must be provided.</li> <li>• CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project as outlined above.</li> <li>• Organogram of the team proposed.</li> </ul> <p>It would be permissible for individual resources named in the organisation chart to cover several of these study areas provided their experience is commensurate with the respective tasks.</p>			

**Substantiate / Comments**

## **SECTION 3: PRICE PROPOSAL**

## SECTION 3: Cost Proposal

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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. Is the proposed bid price linked to the exchange rate?	Yes	No

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

5. Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice.	Comply	Not Comply

6. The IDC reserves the right to consider the guidelines on consultancy rates as set out in the <b>National Treasury Instruction 02 of 2016/2017: Cost Containment Measures</b> which took effect from 01 January 2014, where relevant.  The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.	Comply	Not Comply
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Substantiate / Comments
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## 7. COSTING MODEL

Activity/ Deliverable	Rate per hour / per resource	No. of hours	Rate per hour	Total Cost (VAT Excl.)
1.1. Transactional Advisory Services (Refer To Sow 3.1.1)				
1.2. Legal Advisory Services (Refer To Sow 3.1.2)				
1.3. Freeport Saldanha Value Proposition (Refer To Sow 3.1.3)				
1.4. High-Level Costing Analysis Of Port Infrastructure (Refer To Sow 3.1.4)				
1.5. Update Of The Financial Model (Refer To Sow 3.1.5)				
1.6. Global Best Practice To Port PPPs For New Port Infrastructure Regarding SEZ's (Refer To Sow 3.1.6)				
1.7. Communication (Refer To Sow 3.20)				
<hr/>				
<b>DISBURSEMENTS</b>				
<hr/>				
<b>SUB-TOTAL PRICE (VAT EXCL.)</b>				
<b>VAT AT 15% (IF APPLICABLE)</b>				
<b>TOTAL BID PRICE (VAT INCL.)</b>				

**Note:** Please refer to the full scope of work under section 3 for a full list of tasks that will be required.

Disbursements must include one physical meeting per month in Cape Town. The bidder must provide a detailed breakdown of the Disbursements as follows:

Cost Element	Cost (VAT Excl.)
<b>Sub-Total Disbursements</b>	

**Note on pricing:**

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

**8.1 SUMMARY OF THE PROPOSAL**

DESCRIPTION	BIDDER'S PROPOSAL
<b>Number of resources (personnel)</b>	
<b>Project duration (in hours)</b>	
<b>Project duration (in months)</b>	
<b>Commencement Date</b>	

## Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T11/02/24** the General Conditions, and all other Annexures to the RFP Document, we offer **Multi-Disciplinary Advisory Services For Freeport Saldanha Special Economic Zone Landlord And Operator Mechanisms Into New Integrated Port Infrastructure In Saldanha Bay**, as per the specifications, at a total amount of:

**R..... (Including VAT)**

**In words**

**R..... (Including VAT)**

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

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

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

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

**SIGNED**

**DATE**

(Print name of signatory)

Designation

**FOR AND ON BEHALF  
OF:**

**COMPANY  
NAME**

Tel No

Fax No

Cell No

## **SECTION 4: ANNEXURES**

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

Request for Proposal No: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Name of Authorised Signatory \_\_\_\_\_

Position of Authorised Signatory \_\_\_\_\_

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

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

### CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

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

Supplier Number	
Unique registration reference number	

### BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':

Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractors	
Other	

### REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

<b>If Joint Venture or Consortium, indicate the following for each partner:</b>	
<b>Partner 1</b>	
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	
<b>Partner 2</b>	
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	

<b>If bidder is a Prime Contractor using Sub-contractors, indicate the following:</b>	
<b>Prime Contractor</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

<b>Subcontractors</b>	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

## Annexure 2: Tax Compliance Requirements

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<b>1. TAX COMPLIANCE REQUIREMENTS</b>	
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.

<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
2.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO

**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:	
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## Annexure 3: Bidder's Disclosure

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>2</sup> 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:

.....  
.....

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## Annexure 4: Shareholders and Directors Information

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

### 4.1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

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

### 4.2 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.

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

### 4.3 Black Shareholders/ Members as per the B-BBEE Certificate

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

**4.4 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 5: 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 multi-disciplinary advisory services for freeport Saldanha special economic zone landlord and operator mechanisms into new integrated port infrastructure in Saldanha Bay (please refer to Section 2 par 5.2.1):**

**Table (b) Details of the key personnel of the bidders' proposed team: (please refer to par 5.2.3 of Section 2 of this RFP document):**

## **Annexure 6: BEE Commitment Plan**

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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

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

- 7.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to disqualify from further consideration, any bidder whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 7.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (with sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
  - 7.2.1 any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
  - 7.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
  - 7.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
- 7.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 7.2 above must be made separately in respect of each consortium partner.
- 7.4 In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 7.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 7.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 7.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 7.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right to disqualify a bidder from further participation in the tender process. Disqualification on this ground may be done at any stage in the bid evaluation process prior to contract award.

## Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

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

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

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

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

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

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

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

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

## RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

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

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
8.1	<p><b>Accountability</b></p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.2	<p><b>Processing Limitation</b></p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.3	<p><b>Purpose Specification</b></p> <p>All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.4	<p><b>Further Processing Limitation</b></p> <p>Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.5	<p><b>Information Quality</b></p> <p>The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.6	<p><b>Open Communication</b></p> <p>Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.7	<p><b>Security Safeguards</b></p> <p>It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
8.8	<p><b>Data Subject Participation</b></p> <p>A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Name of Company/ Entity: \_\_\_\_\_

Company/ Entity Registration Number: \_\_\_\_\_

Company/ Entity VAT Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Signature (Company/ Entity Representative)

\_\_\_\_\_  
Date