



T37/10/23

**APPOINTMENT OF A MARKETING
ENTITY TO OFF-TAKE AND ON-SELL
IDC ALUMINIUM FROM MOZAL**

**BID CLOSING DATE:
22 NOVEMBER 2023 AT 11:00 AM**

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

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

2. Enquiries

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

Name:	Mr Luyanda Dlamini
Telephone Number: Office:	+27 11 269 3767
Email address:	luyandad@idc.co.za

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 15 November 2023**.
- 2.3 The enquiries will be consolidated, and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e., next to the same RFP document.
- 2.4 The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

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

4. Instructions on submission of Bids

- 4.1 Bid responses must be submitted in electronic format only 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 **22 November 2023** not later than **11:00 AM (before midday)**. No late bids will be considered. Bids must **only** be sent to tenders@idc.co.za. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is **received** by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address (tenders@idc.co.za).
- 4.4 Bidders are advised to submit / send its bid responses at least 15 minutes before the 11:00AM deadline to avoid any Information Technology (IT) network congestions or

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

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

5. Preparation of Bid Response

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

6. Supplier Performance Management

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

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

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

7. Enterprise and Supplier Development

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

8. IDC's Rights

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

9. Undertakings by the Bidder

- 9.1** By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

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

10. Reasons for disqualification

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

11. Returnable Schedules

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

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

11.2 Schedule 1:

- 11.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)
- 11.2.2 Annexure 1 of this RFP document (duly completed and signed)

11.3 Schedule 2

- 11.3.1 Copy of Board Resolution, duly certified;
- 11.3.2 Originally certified copy of ID document for the Company Representative
- 11.3.3 Annexure 2 of this RFP document (duly completed and signed);
- 11.3.4 Annexure 3 of this RFP document (duly completed and signed);
- 11.3.5 Annexure 4 of this RFP document (duly completed and signed);
- 11.3.6 Response to Annexure 6: BEE Commitment Plan
- 11.3.7 Bidders must submit a B-BBEE verification certificate. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

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

- 11.3.8 Annexure 7 of this RFP document ((duly completed and signed)
- 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

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 and Book Size	15
Qualifications and Skills of Key Personnel	10
Pricing: Profit Maximisation for IDC	35
Material Handling Capacity: At Port and Shipping	10
Invoicing and Financing Capacity	10
Positive Netback Demonstration	10
Presentation	10
TOTAL	100

Note: Only bidders who score 63 points out of 90 points (70%) or more in total for the functional/technical requirements, will be shortlisted for presentations. Presentations will be conducted via Microsoft Teams.

All bids that fail to achieve the minimum overall qualifying score of 70% on functional/technical requirements, including the presentation, will not be considered for further Price and Specific Goals evaluation.

12.3 Phase 3: Preference Point System

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

CRITERIA	POINTS
Price	80
Specific Goals ¹	20
TOTAL	100 points

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

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

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

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

12.4 Phase 4: Objective Criteria

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

Objective Criteria are:

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

13. Promotion of Emerging Black owned Service Providers

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

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

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

2. Background Information

The Industrial Development Corporation (“IDC”) is a 32.45% shareholder in Mozal, an aluminium smelting company in Mozambique with about 565 Ktons per annum production capacity of ingots or sows of minimum 99.7% purity grade P1020A. IDC has an Off-Take Agreement in terms of which it buys 32.45% of the aluminium production at Mozal which is estimated at 183 Ktons per annum.

IDC requires a marketing entity that will off-take and on-sell its aluminium primarily in Europe due to the duty-free status that this product enjoys in European Union (“EU”) market, although EU does not have to be the only targeted market.

3. Scope of work/Terms of reference

The appointed bidder should be able to provide the following:

- Off-take and market IDC’s portion of the Mozal’s aluminium production with the focus market being in Europe. Marketing in other jurisdictions can be pursued to the extent that it maximizes IDC’s income;
- Assist Mozal with the handling of in-spec and off-spec material at Matola port, load and ship it to the primary market in Europe and other jurisdictions using the most economical shipping alternatives agreed with the South32’s freight department;
- Provide the administrative capacity to handle invoices from Mozal/South32 and IDC, process the payment to Mozal and pay the margin to IDC;
- Have the capacity to pay Mozal invoices on behalf of the IDC within thirty (30) days as stipulated in the Off-Take Agreement between IDC and Mozal; and
- Demonstrate knowledge of current and new environmental legislation in the European Union, specifically the Carbon Border Adjustment Mechanism (“CBAM”).

4. Project timelines

The appointed service provider should be available to handle the marketing of IDC allocation for a period of five (5) years, subject to the annual review of service provider's performance.

5. Technical evaluation criteria

5.1. Mandatory Technical Requirements

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

5.1.1 QUANTITY	Comply	Not Comply
The successful bidder must be able to accept IDC's quantity declaration which is estimated at 32.45% of Mozal production.		
Substantiate / Comments		

5.1.2 TRANSPARENCY OF PRICING FORMULA	Comply	Not Comply
The proposed pricing formula must be transparent and encapsulate the following elements: LME; Duty Paid Premium, and any other relevant elements. (Consideration should be given to the fact that IDC buy from Mozal at price determined in terms of the formula: 99% LME + Duty Unpaid Premium (EU) + \$50).		
Substantiate / Comments		

5.1.3 INVOICE HANDLING AND PAYMENT PROCESS	Comply	Not Comply
The bidder must be able to provide the administrative capacity to handle invoices from Mozal/South32 and IDC, process the payment to Mozal within 30 days and pay the margin to IDC.		
Substantiate / Comments		

5.1.4 HANDLING OF IN-SPEC MATERIAL AT MATOLA PORT	Comply	Not Comply
The bidder must be able to handle in-spec material at Matola port, load and ship it within thirty (30) days after it has been off-loaded by Mozal at the export stockyard.		
Substantiate / Comments		

5.1.5 OFF-TAKE AND MARKETING OF IDC MATERIAL	Comply	Not Comply
The bidder must be able to off-take and market IDC's portion of the Mozal's aluminium production with the focus market being in Europe.		
Substantiate / Comments		

5.1.6 HANDLING OF OFF-SPEC MATERIAL AT MATOLA PORT	Comply	Not Comply
The bidder must be able to handle off-spec material at Matola port, load and ship it within thirty (30) days after it has been off-loaded by Mozal at export stockyard. Off-spec material is the material of less than 99.7% purity which may be sold at a negotiated discount.		
Substantiate / Comments		

5.1.7 FREIGHT HANDLING	Comply	Not Comply
To ensure safe operations of the smelter and Mozal berth, freight for all of Mozal's imports and exports is managed by the Mozal JV operator (South32). The bidder shall engage with the Mozal JV operator to arrange freight on its behalf for all shipments from the Mozal berth. The bidder shall abide by the freight terms negotiated by the Mozal JV operator but shall have the right to audit and/or verify the final negotiated freight rates.		
Mozal JV operator (currently South32) will pay the Shipowner the full invoice based on final negotiated rates and shall recover the same from the successful bidder based on their volumes shipped x final negotiated rates and add a service fee charge 3.5%.		
Substantiate / Comments		

5.2 Other Technical Requirements

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

5.2.1 CAPACITY	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their capacity to handle the IDC allocation on a long-term basis.</p> <p>To substantiate, the bidder must provide a list of their existing customers with an indication of volumes per customer and the period of engagement.</p> <p>Please refer to Table (a) of Annexure 5 of this document for the format in which the required information must be provided.</p>			
Substantiate / Comments			

5.2.2 ACCESS TO EUROPEAN MARKET AND OTHER POTENTIAL MARKETS	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their access to the European market and other potential markets to take advantage of arbitrages and greater market size.</p> <p>To substantiate, the bidder must provide information relating to their footprint e.g., offices and traders in those markets. The bidder must also provide information relating to the sales at end-user market level.</p>			
Substantiate / Comments			

5.2.3 FINANCE AND LOGISTICS STRUCTURE	Comply	Partially Comply	Not Comply
<p>The bidder is required to have the finance and logistics structure to allow offtake without adding significant additional cost (lowering netback price for IDC).</p> <p>To substantiate, the bidder must provide their most recent financial statements and a detailed plan for logistics.</p>			
Substantiate / Comments			

5.2.4 TRANSPARENCY OF PRICING FORMULA	Comply	Partially Comply	Not Comply
<p>The bidder is required to propose a pricing formula which clearly indicates all the associated components/elements e.g., marketing commission, aluminium price, metal premium etc.</p>			
Substantiate / Comments			

5.2.5 PAYMENT TERMS FOR IDC MARGIN	Comply	Partially Comply	Not Comply
<p>The bidder is required to propose their payment terms and time in days for the payment of IDC margin.</p>			
Substantiate / Comments			

5.2.6 QUALIFICATIONS, SKILLS, AND EXPERIENCE OF THE KEY ACCOUNT MANAGER	Comply	Partially Comply	Not Comply
<p>The bidder's proposed key person(s)/account manager(s) must have relevant qualifications, skills, and experience for managing accounts of this nature.</p> <p>To substantiate, the bidder must submit, as part of their proposal, the following:</p> <ul style="list-style-type: none"> CVs of the 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. <p>Please refer to Table (b) of Annexure 5 of this document for the format in which the required information must be provided.</p>			
Substantiate / Comments			

5.2.7 POSITIVE NETBACK DEMONSTRATION	Comply	Partially Comply	Not Comply
The bidder must submit an analysis of annual netback (per ton) that would have accrued to IDC in the last five (5) years using the formula applied in buying from IDC versus the offtake formula used to price IDC offtake from Mozal. The formula in the IDC offtake agreement is 99%LME plus Duty Unpaid Premium (EU) plus \$50. Basic formula applied by the bidder to purchase from IDC is 100% LME plus Duty Paid Premium (EU) plus or less any other relevant variables such finance and freight costs.			
Substantiate / Comments			

5.2.8 PRESENTATIONS

Shortlisted bidders will be invited for a presentation. The presentation must include, but not be limited, to the following:

Presentations	Maximum points
Financials and Credit Capabilities	3%
Capability to transact IDC's off-take volumes with examples of previous off-take arrangements	2%
Details of the off-take bid offered covering all the points in paragraph 5.2 above	2%
Demonstration of netback analysis for the last five (5) years.	3%

Note: The bidder's presentation must also cover the Company Overview and any other Information that the bidder deems appropriate for this request.

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

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

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

YES	NO
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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 National Treasury Instruction 02 of 2016/2017: Cost Containment Measures which took effect from 01 January 2014, where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		

Substantiate / Comments

7. COSTING MODEL

The bidder is expected to provide detailed cost components of the variables in the pricing formula denoted at cost (in US Dollar) per ton.

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T37/10/23**, the General Conditions, and all other Annexures to the RFP Document, to off-take and on-sell IDC Aluminium in European and other markets as specified in this RFP document.

USD..... (Including VAT)

In words

USD..... (Including VAT)

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

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

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

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

SIGNED

DATE

(Print name of signatory)

Designation

**FOR AND ON BEHALF
OF:**

COMPANY
NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

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

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

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

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

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

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

Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

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

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

REQUIRED INFORMATION

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

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

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

Sub-contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

Annexure 2: Tax Compliance Requirements

1. TAX COMPLIANCE REQUIREMENTS	
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
2.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
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 3: Bidder's Disclosure

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Annexure 4: Shareholders and Directors Information

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

4.1 Shareholders/ Members

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

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

4.3 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 capacity to handle the IDC allocation on a long-term basis (please refer to Section 2 par 5.2.1):

Table (b) Details of the bidders' proposed Key Account Manager: (please refer to Section 2 par 5.2.6):

Annexure 6: BEE Commitment Plan

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the Specific Goals which requires the bidder to have a valid B-BBEE certificate or a sworn affidavit in case of a EME or QSE.

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

Annexure 7: Disclosure Statement

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

- 7.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to apply its objective criteria to award to any bidders whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 7.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
 - 7.2.1 any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 7.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 7.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
- 7.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 7.2 above must be made separately in respect of each consortium partner.
- 7.4 In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 7.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 7.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 7.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 7.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right not to award a contract or order.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

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

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

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

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

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

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

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

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

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

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

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

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

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
8.7	Security Safeguards It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.8	Data Subject Participation A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Name of Company/ Entity: _____

Company/ Entity Registration Number: _____

Company/ Entity VAT Registration Number: _____

Signature (Company/ Entity Representative)

Date