



**T04/01/24**

**REQUEST FOR PROPOSAL FOR A  
PROGRAMME FEASIBILITY STUDY AND  
ADVISORY SERVICES FOR THE  
EXPANSION AND IMPLEMENTATION OF  
A NATIONAL WASTE FLAGSHIP  
PROGRAMME**

**BID CLOSING DATE:**

**31 JANUARY 2024 AT 11:00 AM**

**NON COMPULSARY BRIEFING SESSION:**

**VIRTUAL MICROSOFT TEAMS:**

**DATE: TUESDAY 16 JANUARY 2024**

**TIME: 12:00 TO 13:00**

**"For administrative purposes, bidders are requested to kindly send their confirmation of their attendance of the briefing session to [ameliar@idc.co.za](mailto:ameliar@idc.co.za)" by latest 15 January 2024 at 13:00**

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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:	Amelia Rawstorne
Telephone Number:	+27 11 269 3645
Email address:	<a href="mailto:ameliar@idc.co.za">ameliar@idc.co.za</a>

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 24 January 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 **31 January 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.

## **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 Annexure 9 of this RFP document (duly completed and signed);
  - 11.3.11 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.
  - 11.3.12 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)
- 11.4 Schedule 3:**
  - 11.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.
  - 11.4.2 Annexure 5 of this RFP document duly completed and signed.
- 11.5 Schedule 4:** Price Proposal (response to Section 3 of this RFP document) (*Must be submitted as a separate file/document marked Schedule 4: Price Proposal*)

## 12. Evaluation Criteria and Weightings

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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
Bidders Methodology to Execute and Project Plan	50
Qualifications, Skills, and Experience of The Team	50
<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 (if 80/20 system) and between 51% - 99.99% black owned entities will score 4 points (if 80/20 system).

<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

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**

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

### **2. Background Information**

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The Industrial Development Corporation of South Africa Limited (the IDC) hosting Infrastructure South Africa (ISA) under the Presidential Infrastructure Coordinating Commission, has partnered with the Department of Forestry, Fisheries, and the Environment (DFFE) to further develop the Waste Flagship Programme (Waste Flagship). Amongst other objectives, the programme aims to prioritize and upscale the diversion of waste away from landfilling to circular economy solutions.

The Waste Flagship was initially conceptualised as one of the 8 “near-term priority flagship programmes” outlined in South Africa’s National Climate Change Response Policy. The objective of the Programme was to upscale waste diversion projects from 6 pilot projects to 30 municipalities through a programmatic approach, to divert municipal organic waste streams from disposal to landfills, to avoid methane emission generated through the biodegradation and through fuel-switch to renewable energy in the case of anaerobic digestion. It was also intended to facilitate adaption of waste generator and waste management behaviour through the scaling up of the Pilot Projects.

The DFFE, together with the German Development Cooperation (GIZ) began with implementation of integrated strategies for waste diversion from landfill for 6 Pilot Projects in participating municipalities in Phase I and a further 6 municipalities in Phase II. The Project Technologies included windrow composting, in-vessel composting, containerised composting, anaerobic digestion, and nutrient upcycling.

In phases I and II, participating Municipalities identified projects from an integrated waste diversion strategy. Operator Models were proposed with procurement plans for each municipality. The Operator Models were developed taking into consideration the nature of the Projects (size, investment required and potential for technical, financial and operation risk transfer). The selected Projects represented one of many potential options in the participating municipality’s waste diversion strategy but were chosen by the municipality considering their most pressing waste diversion needs, their local circumstances, and priorities, as well as the ability to implement relatively quickly with the option to scale up. The municipalities underwent full assessment, scenario analysis and business plan development.

Aiming to maximize climate impact of the projects, selected projects targeted Advanced Waste Treatment (AWT) technologies for organic waste streams. Recognizing that the AWT selected have a modular nature, are relatively simple and flexible, do not put a significant burden on municipal capacities and budgets and could be replicated fast through a programmatic approach, the DFFE and the DBSA joined forces to upscale the programme in a Phase III.

Phase III saw the further development of the Waste Flagship Programme with funding from the Green Climate Fund (GCF). The outcome of this phase was the development of a funding proposal to the GCF for phased implementation of waste diversion projects in 30 Municipalities. DFFE/DBSA estimated the cost of the programme to be US\$72million. Avoided environmental costs would be roughly ZAR13.5-50 million per annum. Further, 455 000 tonnes of waste per year will be diverted from landfill, and 572 800 t CO<sup>2</sup>-eq reduced throughout the lifespan of the programme of 15 years. These are high-level indicative figures and are confirmed in other Programme Reports. The key objective was for the Program to contribute to South Africa's Nationally Determined Contributions (NDCs), and to facilitate adaption of waste generator and waste management behaviour through the scaling up of the Projects.

The aim of the Waste Flagship as envisaged during the programme development (Phase III) was to target small municipalities and secondary cities. This was because it was thought that larger cities and metros are more likely able to address waste diversion independently due to their financial capacity, while the uptake of advanced waste treatment technologies and waste diversion in secondary cities of South Africa is very challenging. The funding proposal aimed to mobilise mostly grant funding from the GCF given the capacity of smaller cities to fund their projects through internally generated funds or debt instruments (commercial loans and bonds).

The Programme Governance currently includes the DBSA as an Accredited Entity, the DFFE as the custodian and Executing entity and the National Treasury and the Municipalities as partners. The governance structure separates strategic decision-making attributed to the Programme Steering Committee - "PSC", and implementation responsibility attributed to the Programme Management Unit - "PMU".

During the programme development, Infrastructure South Africa requested that the project team (through DFFE and DBSA) to consider how a programmatic approach to waste diversion could be expanded to include so-called 'mega projects<sup>1</sup>', thereby boosting the programme's attractiveness for private funders while leveraging the proposed governance model developed in Phase III. The addition of mega projects into the scope of Phase III also allowed the project team to reach out to key stakeholders in the waste industry and understand the impediments to large-scale waste infrastructure development.

While the primary outcome of Phase III was the submission of the funding proposal to GCF, the mega projects work and discussions around broadening the scope of the Waste Flagship to include other waste streams and sources of finance led to the Waste Flagship being designated as a Strategic Infrastructure Project (SIP) under the Presidential Infrastructure Coordinating Commission Council on 06 December 2022.

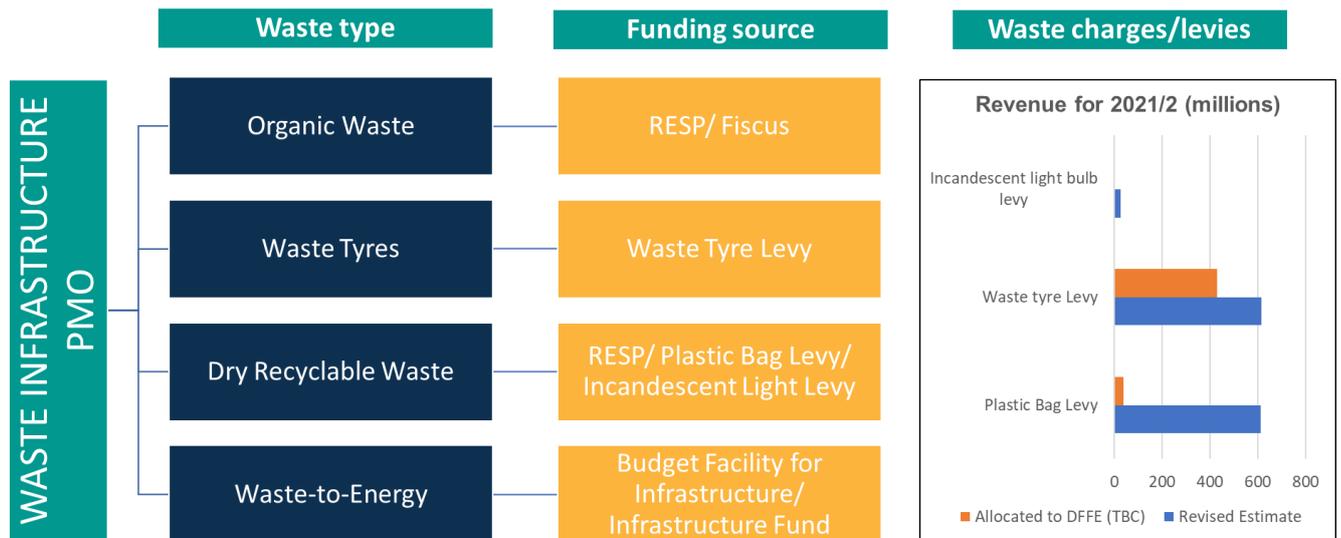
The objective of this next phase of the Waste Flagship's evolution (Phase IIIa) is to build on the extensive body of work undertaken to date and prepare an updated programme model. The successful bidder should provide advice on how other waste streams (i.e. in addition to organic

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<sup>1</sup> Notionally defined as those exceeding R1bn

waste) could be included in the governance model and how diversion infrastructure could be funded.

Waste management charges, taxes and levies raised through product specific extended producer (EPR) schemes and legally binding Industry Waste Management Plans are not fully utilised by the waste sector. The development of a cogent business case (the Waste Flagship) represents an opportunity to mobilise these sources of funding towards developing infrastructure to manage or treat end-of-life products. This concept is illustrated in the diagram below:



In summary, the Waste Flagship aims to catalyse a shift to more sustainable waste management practices and the circular economy through waste sector reform and infrastructure investments. The flagship will effectively be the implementation strategy of the DFFE'S Waste Management Bureau in response to its legislated mandate.

The objectives of an expanded Waste Flagship Programme include:

- Building a pipeline of implementation-ready projects in the Alternative Waste Treatment (AWT) sector.
- Leveraging private sector skills for operations, maintenance, and market development.
- Leveraging private finance through innovative funding models and diverse funding sources.
- Creating a functional and well-capacitated project steering committee, project management unit and Waste Flagship fund.
- Shorten transaction time through appropriate standardization.
- Build municipal capacity to implement and manage projects.
- Build offtake markets for recovered materials (previously waste).
- Improve private sector capacity (and competition) to finance, implement and operate AWT facilities.
- Enhance trust between operators and municipalities.
- Improve the business case for AWT in South Africa.
- Support the district development model and encourage cooperation between Municipalities.
- Create new direct and indirect green jobs.

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

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#### 3.1 Overview

The service provider is required to prepare a business case for the Waste Flagship Programme. The work will build on the outputs prepared on previous projects and is envisaged as a largely desktop-based assignment. Assignment activities should address the following (as a minimum):

- i) Review and assess the Waste Flagship Programme documents prepared to date as well as feasibility studies undertaken for cities considering Advanced Alternative Waste Treatment Technologies (AWTTs).
- ii) Justifying the Waste Flagship as a priority for the waste sector, motivating for mobilisation of resources to this activity and the objectives, outcomes, and targets that the programme seeks to achieve.
- iii) Review the legal and regulatory framework impacting the expanded Waste Flagship and advise on how national and sub-national legislative (policy and regulations included) barriers can be unlocked for implementation of the programme.
- iv) Review and update the risk and barrier analysis by identifying gaps within the sector that limit the implementation of waste diversion. The gaps identified and the recommendations received will inform the design of the programme.
- v) Analyse the procurement options for delivery of projects in the pipeline considering the range of projects and their sizes, the technical, financial, and skills-related capacity of the intended beneficiaries and deliver a procurement plan.
- vi) Develop and analyse an expanded programme governance and institutional model that allows for the inclusion of various waste categories, for example, mixed MSW, paper and packaging, tyres, e-waste) and a variety of funding sources.
- vii) Advise on project selection criteria and application process by building on the already identified pipeline of projects and using these as test cases. Particular focus should be on adding large-scale projects (typically in metros and large towns) to the project pipeline.
- viii) Develop a comprehensive institutional model that details the arrangements required to operationalise the Waste Flagship Programme. A clear allocation and description of the roles and responsibilities of key stakeholders in the programme must be included in the institutional design as well as the costs associated with the proposed institutional arrangements.
- ix) Provide clear justification and rationale for allocating funding from the fiscus (noting that waste management charges and levies are not ring-fenced) by providing a:
  - a. Cost Benefit Analysis based on an updated programme level economic/financial analysis model; and
  - b. Cost Efficiency Analysis for the programme.
- x) Detail how identified programme level risks/impacts will be managed, monitored, and reported and recommend the appropriate implementation option to pursue.
- xi) Develop a project execution plan for implementing the programme, including making recommendations regarding the establishment and capacitation of the proposed governance structure.

The items above are discussed in more detail in the work packages defined below. The appointed service provider is required to ensure that services rendered possess the requisite expertise as follows:

- Technical specialist in solid waste management treatment technologies and circular economy principles.

- Financial expert with expertise in financial structuring and modelling for public sector projects.
- Legal expert with specific experience in the solid waste sector, including financial regulation/tariff setting, private sector involvement and procurement.
- Governance and institutional expert with experience in developing programme governance models and organisational structures for public sector entities.
- Environmental expert with knowledge of South African legislation and international standards pertaining to waste treatment facilities, including licencing, risk assessment (and mitigation) and compliance and monitoring.

Should the service provider not have in-house expertise in some of the services required, the Service Provider may subcontract this work to firms specializing in that service and shall be responsible for overall co-ordination and be accountable for the output and services carried out by subcontractors. In carrying out the services, the service provider is expected to complete services in accordance with industry practices and standards.

### **3.2 Review and assess the Waste Flagship Programme documents prepared to date as well as feasibility studies undertaken for cities considering Advanced Alternative Waste Treatment Technologies (AWTTs).**

The service provider will be provided access to the full complement of Waste Flagship Documents prepared under Phase III. These include:

- Programme Feasibility study;
- Programme Development;
- Market Study;
- Pipeline of Municipalities, including Map indicating the proposed interventions (municipalities);
- Programme Management Manual, incorporating Due diligence, Monitoring Plan and Evaluation;
- Blueprint technologies (5 documents) (*this will further be explained during the briefing session*);
- Preliminary Design Reports (6 documents);
- Climate Change Benefits (Climate change mitigation and adaptation impact of the Programme, GHG emissions savings potential, GHG Impact Calculations);
- Cost benefit analysis;
- Programme level economic/financial analysis (spreadsheet);
- Integrated economic and financial model - 6 pilot municipalities (spreadsheet);
- Detailed budget plan;
- Implementation timetable including key project/programme milestones;
- Environmental and Social Safeguards Report;
- Environmental and Social Management Framework;
- Environmental and Social Impact Assessments (ESIAs) for pilot projects (6 documents);
- Environmental and Social Management Plans (ESMPs) for pilot projects (6 documents);
- Gender and Stakeholder Engagement Plan; and
- Procurement plan.

The service provider will be supported in gaining access to AWTT project feasibility studies not included under Phases I – III of the Waste Flagship but necessary for the analysis of an expanded Waste Flagship Programme. The service provider is expected to present reflections on the strengths and weaknesses of the documents reviewed in the form of a presentation (workshop type meeting).

### **3.3 Justifying the Waste Flagship as a priority for the waste sector, motivating for mobilisation of resources to this activity and the objectives, outcomes, and targets that programme seeks to achieve.**

The service provider shall develop the rationale for implementing the programme, which should include:

- A clear problem statement and precise definition of the problem that is to be solved by the programme is vital. This should lead to a clear identification and quantification of the demand that underpins the intervention.
- Why the intervention is likely to be cost-effective (i.e., that the benefits of intervention will exceed the costs).
- A description of the potential beneficiaries of the project and an explanation of their selection.
- The negative consequences and risks associated with the intervention, as well as the results of not intervening, both of which must be outweighed by the benefits to justify action.

Objectives of the programme should be expressed in general terms so that the range of options to meet them can be considered. Objectives should be defined in such a way that progress toward meeting them can be monitored. Measurable indicators that illustrate when these objectives have been met should be suggested. They should be focussed on the factors that are critical to success and reflect the eventual benefits to society that the project will generate.

The service provider must show that the objective(s) align with DFFE's priorities and aspirations, the sector development plan, and the other development strategies. This alignment is commonly demonstrated using Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART) indicators.

### **3.4 Update the risk and barrier analysis by identifying gaps within the sector that limit the implementation of waste diversion. The gaps identified and the recommendations received will inform the design of the programme.**

Update the risk and barriers report to include the additional waste streams and identify the barriers to implementation advanced waste treatment (AWT) across various sectors e.g., environmental approvals, MFMA, underpriced landfill disposal, affordability gaps and others.

Provide recommendations on how national and sub-national legislative (policy and regulations included) barriers can be unlocked for implementation of the programme and AWT.

Provide legislative amendment recommendations to be incorporated into the National Waste Management Strategy.

Provide recommendations on the expansion of the environmental authorization approach to waste programmes (as has been demonstrated by the Renewable Energy Programme and the Strategic Integrated Projects (SIPs)) to streamline licensing processes where possible.

Provide analysis of the barriers and risks associated with both public and private sector participation in implementing AWT projects. This should include access to finance and suitability of financing instruments and products to AWT projects.

Update the recommendations on how the private and public sector's involvement in the funding of the implementation of waste treatment projects can be boosted.

Update the risks and barriers associated with the governance and institutional arrangements of the waste sector for the various role players (DFFE (Waste Bureau), municipalities, private sector etc.) i.e., processes, systems, capacity, interrelationships in the context of AWT implementation.

### **3.5 Develop and analyse an expanded programme governance model that allows for the inclusion of various waste categories, for example mixed MSW, paper and packaging, tyres, e-waste) and a variety of funding sources.**

The current Waste Flagship governance model considers only (relatively) small scale projects for the diversion of organic waste. This is largely related to the intended source of funding for the programme initially (climate finance from GCF). The intention of this element of the work is to consider how the current governance model concept (and intellectual property) can be leveraged such that other waste types (which may attract other sources of funding) could be included.

In developing the governance model, the service provider should identify (with assistance from DFFE) the projects that have already undergone appraisal (feasibility or prefeasibility) and how these can be incorporated into an expanded programme conceptualisation without further assessment. The service provider should anticipate a minimum of four and maximum of six projects to review.

Develop a comprehensive institutional model that details the arrangements required to operationalise the Waste Flagship Programme. A clear allocation and description of the roles and responsibilities of key stakeholders in the programme must be included in the institutional design. The costs of implementing and operating the envisaged organisation must be determined based on DPSA standards.

Procurement options for delivery of projects in the pipeline should be analysed considering the range of projects and their sizes, the technical, financial and skills -related capacity of the intended beneficiaries and deliver a programme procurement plan.

Note that the institutional structure conceptualised for the Waste Flagship is forward looking, seeking to create and build capacity of the organizations engaged. It is suitable to implement projects in the waste sector with different technological focus and in different cities and regions using a wide range of financial instruments. As such opportunities have already been identified for subsequent management manuals needed for different financing, procurement, and contracting options suitable for the upcoming opportunities.

Advise on the project selection criteria and application process for entities interested in having their projects included in the programme. The feasibility of including privately developed projects should also be evaluated.

The process of appraising, designing, implementing, and operating projects sustainably should be advanced building off that articulated in the previous programme development work.

### **3.6 Financial, Structuring, and Modelling Requirements**

The service provider shall provide an assessment of the financing and structuring options, which will include the following as a minimum:

- Review and assess the accuracy and quality of financial information in the current Waste Flagship financial model.
- Anticipated future capital and operational expenditure and financing requirements based on existing projects' information.
- Availability, feasibility, and conditionality associated with potential public and private investments in the programme (including EPR funds, plastic bag and tyre levies, municipal infrastructure grant; grants and concessional loans from DFIs, bilateral and multilateral funding agencies, commercial loans, and private equity).
- The possible use of different types of financing and funding arrangements.

The service provider should provide clear justification and rationale for allocating funding from the fiscus by providing:

- A completed Cost-Benefit Analysis based on an updated programme level economic/financial analysis and model (excel based)
- A cost Efficiency Analysis for the programme (e.g., reduction in transaction costs, economic benefits of investment);

### **3.7 Detail how identified programme level risks/impacts will be managed, monitored and reported and recommend the appropriate implementation option to pursue.**

The service provider should detail how programme level risks/impacts will be managed, monitored and reported. This should include:

- Developing a risk register that identifies the main risks across the various elements of the programme.
- Risk management policies and procedures for the Programme.
- Risk monitoring system to be included in the Programme's monitoring plan.

### **3.8 Develop a project execution plan for the project, including making recommendations regarding the establishment of the proposed governance structure.**

The service provider shall review and update the existing programme execution plan.

Develop a fully integrated execution plan for the programme that will include recommended optimal project execution and governance organisational structures, budgets, schedule, organisational charts, and typical personnel profiles required, resource requirements, roles and responsibilities, phased procurement and contracting strategies, risk processes, and other identified requirements.

The DFFE's intent is to use the programme execution plan as a basis and guideline for the setting up the Project Management Office (PMO) and allocating resources for the programme execution.

### **3.9 Workflow Process**

The following are key steps in the workflow for the execution of the services:

- The service provider shall produce concise reports per deliverable (as listed in the pricing schedule). The financial modelling component should include an excel file to support the financial analysis.
- The Infrastructure South Africa (ISA) in conjunction with the DFFE will review each deliverable and provide written comments within a week of reports being submitted.

The service provider will provide a final narrative report and presentation based on its findings and the input received from the ISA and DFFE.

#### **Notes:**

- ✚ Progress meetings shall be held with the ISA and DFFE on a fortnightly basis;
- ✚ The Service Provider shall inform IDC prior to contacting any third parties to obtain information or discuss the project details.
- ✚ The bidder should make allowance in the costing for workshop presentations to the project team at the following stages:
  - Review and assess Waste Flagship Programme Documents;
  - Update of the risk and barrier analysis;
  - Expanded governance model;
  - Financial structuring; and
  - Consolidated final report.

## **4. Project timelines**

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The appointed service provider(s) will be required to start immediately after award and complete within a period of twenty-four (24) weeks.

## **5. Technical evaluation criteria**

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### **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 CONFIDENTIALITY AND IMPARTIALITY	Comply	Not Comply
<p>The appointed bidder will be required to enter into a strict confidentiality and Non- Disclosure Agreement (NDA) with the IDC for this assignment.</p> <p>The bidder is also required to confirm their commitment to ensure impartiality and independence on the assignment and to declare that no conflict of interest in whatever form (i.e., perceived, actual, or potential conflict of interest) exist for this assignment.</p>		
/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 BIDDER'S PROPOSED METHODOLOGY AND PROJECT PLAN	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their thorough understanding of the objectives and deliverables of this project.</p> <p>To substantiate, the bidder <b>must</b> provide the following:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• The bidder is to also submit a detailed executable project plan, that will compliment and align with the proposed methodology with a final report to be submitted within twelve (12) weeks from date of engagement.</li> </ul> <p><b>Note:</b> As part of their bid proposal, the bidder is required to provide a full list of Data and Information required from both the IDC and Department of Forestry, Fisheries and Environment to fully carry out the services.</p>			
Substantiate / Comments			

5.2.2 QUALIFICATIONS, SKILLS AND EXPERIENCE THE TEAM	Comply	Partially Comply	Not Comply
<p>The bidder's personnel for the proposed team must have relevant qualifications, skills, and experience in providing financial, commercial, technical, legal advisory services in similar rail and infrastructure projects.</p> <p>The key technical team members should have at least ten (10) years' experience in executing such assignments.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> <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 (a) 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> </ul>			
<p><b>Substantiate / Comments</b></p>			

## **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
<b><i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i></b>		

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.	Compl y	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.	Compl y	Not Comply

Substantiate / Comments
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**7. COSTING MODEL (Percentage of the total as per the current estimated costs as guideline for the bidders)**

Activity/ Deliverable	Resource(s)	Rate/Hour per resource	Number of hours	Total Cost (VAT Excl.)
<b>Review and assess the waste flagship programme documents</b>				
10.00%				
<b>Justify the waste flagship as a priority for the waste sector</b>				
5%				
<b>Update the risk and barrier analysis by identifying gaps within the sector that limit the implementation of waste diversion</b>				
15.00%				
<b>Develop and analyse an expanded programme governance model that allows for the inclusion of various waste categories</b>				
25.00%				
<b>Financial structuring and modelling</b>				
25.00%				
<b>Risks management plan and implementation advisory</b>				
10%				
<b>Project execution plan</b>				
7%				
<b>Consolidated report</b>				
3%				
<b>Disbursements</b>				
<b>Sub-total (VAT Excl.)</b>				
<b>VAT @ 15%</b>				
<b>TOTAL BID PRICE (VAT INCL.)</b>				

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. SUMMARY OF THE PROPOSAL

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

**Price Declaration Form**

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T04/01/24**, the General Conditions, and all other Annexures to the RFP Document, we offer to provide feasibility study and advisory services for the expansion and implementation of a National Waste Flagship Programme to IDC as specified in this RFP document.

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

**In words**

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

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

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

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

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

**SIGNED**

**DATE**

\_\_\_\_\_

(Print name of signatory)

Designation

\_\_\_\_\_  
\_\_\_\_\_

**FOR AND ON BEHALF  
OF:**

COMPANY  
NAME

Tel No

Fax No

Cell No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 4: ANNEXURES**

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

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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

<b>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:</b>	
<b>Supplier Number</b>	
<b>Unique registration reference number</b>	

### BIDDING STRUCTURE

<b>Indicate the type of Bidding Structure by marking with an 'X':</b>	
<b>Individual Bidder</b>	
<b>Joint Venture/ Consortium</b>	
<b>Prime Contractor with Sub Contractors</b>	
<b>Other</b>	

### REQUIRED INFORMATION

<b>If Individual Bidder:</b>	
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>Sub contractors</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

<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
<p><b>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.</b></p>		
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	

## Annexure 3: Bidder's Disclosure

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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



**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 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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<b>Request for Proposal No:</b>	
<b>Name of Bidder:</b>	
<b>Authorised signatory:</b>	

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> 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> 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> 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> 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> 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> 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	<b>Security Safeguards</b> 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	<b>Data Subject Participation</b> 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