

T48-11-25 REQUEST FOR PROPOSAL FOR THE PROVISION OF WASTE MANAGEMENT SERVICES AT IDC HEAD OFFICE

BID CLOSING DATE: 12 JANUARY 2025 AT 11:00 AM

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Industrial Development Corporation
SECTION 1: GENERAL CONDITIONS OF BID

SECTION 1: GENERAL CONDITION OF BID

1. PROPRIETARY INFORMATION

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

2. 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 Hleketa Hlongwane

Telephone Number: +27 11 269 3032

Email address: <u>Hleketah@idc.co.za</u>

- 2.2. Enquiries in relation to this RFP will not be entertained after 16h00 on 15 December 2025.
- **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

3.1. 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 sent to the dedicated platform 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 **12 January 2025 not later than 11:00 AM** (before midday). No late bids will be considered. Bids must only be uploaded tohttps://idcza
 - my.sharepoint.com/:f:/g/personal/moitlisim idc co za/lgAGipzhhjgDQ6Yliw4cPDWLAVZI FYxMv... Bids sent to any other platform 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 platform and that this is received by the IDC before the closing date and time in IDC's dedicated platform: https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim idc co za/lgAGipzhhjgDQ6Yliw4cPDWLAVZIFYxMv... 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 platform is configured to receive documents with sizes up to 50MB.
- **4.4.** The IDC will not be held responsible for any of the following:
 - 4.4.1. bid responses sent to the incorrect platform;

- 4.4.2. bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
- 4.4.3. any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
- 4.4.4. bid responses received late due to any IT network related congestions and/or technical challenges; and
- 4.4.5. bid responses with file size limits greater than IDC's platform capacity of 50MB.
- **4.5.** Only responses received via the specified platform will be considered.
- **4.6.** Where a complete bid response (Inclusive of all relevant Schedules) is not received by the IDC in its electronic platform https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim idc co za/IgAGipzhhigDQ6Yliw4cPDWLAVZIFYXMv... 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.
- **4.7.** Amended bids may be sent to the electronic platform https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim idc co za/lgAGipzhhjgDQ6Yliw4cPDWLAVZIFYxMv... 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 companies or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- **5.4.** The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- **5.5.** Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.
- **5.6.** In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then the Prime Contractor **must** hold the highest percentage allocation in terms of the value of the contract.

6. SUPPLIER PERFORMANCE MANAGEMENT

- **6.1.** Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.
- **6.2.** The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.
- **6.3.** Successful bidders will be required to comply with the above condition and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

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 financially advantageous to the IDC.
- **8.3.** The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- **8.4.** The IDC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- **8.5.** The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- **8.6.** The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.
- **8.7.** The IDC reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the IDC in the past 5 years over and above the references put forward by the bidder in its response.

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:
 - 10.1.1. bidder whose Tax Status is non-compliant, after they have been notified accordingly and still remain non-compliant;
 - 10.1.2. bidder who submits incomplete information and documentation according to the requirements of this RFP document;
 - 10.1.3. bidder who submits information that is fraudulent, factually untrue, or inaccurate information;
 - 10.1.4. bidder who receives information not available to other potential bidders through fraudulent means;
 - 10.1.5. bidder who does not comply with any of the mandatory requirements as stipulated in the RFP document;
 - 10.1.6. bidder who fails to comply with POPIA requirements as listed herein; and
 - 10.1.7. bidder, as the prime contractor, who holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s).

11. RETURNABLE SCHEDULES

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

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

11.2. Schedule 1:

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

11.3. Schedule 2

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

declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

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

- 11.3.8. Annexure 7 of this RFP document (duly responded to);
- 11.3.9. Annexure 8 of this RFP document (duly completed and signed, if applicable);
- 11.3.10. 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).

NOTE: 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:** <u>Initial Screening Process:</u> During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:
 - IDC will make use of the Central Supplier Database (CSD) to access key information
 which is required to conduct supplier vetting including Company Registration status,
 tax compliance status and any other relevant checks conducted on CSD.
 - In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then IDC will evaluate the information provided in Annexure 2 (Acceptance of Bid Conditions and Bidder's Details) and if determined that the Prime Contractor holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s), then the bid will be disqualified.
 - Submission of ID copy for the Company Representative as referenced in 11.3.3 above.
 - BEE Status Certification as referenced in 11.3.7 above.
 - Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - > Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP.
 - > Section 3: Cost Proposal and Price Declaration Form.
 - > Annexure 1: Bidders Experience & Project Team.
 - > Annexure 2: Acceptance of Bid Conditions.
 - > Annexure 3: Tax Compliance Requirements.
 - > Annexure 4: Bidder's Disclosure.
 - > Annexure 5: Shareholders' Information/ Group Structure.
 - > Annexure 6: BEE Commitment Plan.

- > Annexure 7: Disclosure Statement.
- ➤ Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements.

Note: 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.

Note: 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	30
Implementation methodology	20
Capacity/ Equipment	20
App to be used & Reports	15
On-site Resource	15
TOTAL	100

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

12.3. Phase 3: Preference Point System

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

CRITERIA	POINTS
Price	80
Specific Goals ¹	20
TOTAL	100

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

SPECIFIC GOALS	POINTS
SPECIFIC GOALS	(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	3
(Entities that are EME or QSE)	3
TOTAL POINTS	20

²Black ownership: 100% black owned entities will score the full 10 points (if 80/20 system) and between 51% - 99.99% black owned entities will score 4 points (if 80/20 system).

<u>Important Note:</u> Only enterprises with direct Black shareholding that fall under the four categories below be considered for allocation of points on Specific Goals:

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

12.4. Phase 4: Objective Criteria

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

12.4.1. Objective Criteria are:

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

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

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 12.3.

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

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION	N

1. SPECIAL INSTRUCTIONS TO BIDDERS

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.

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.

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

2. BACKGROUND INFORMATION

2.1. The IDC Head Office located at 19 Fredman Drive, Sandown, Sandton has two buildings adjacent to one another, namely: IDC 1 Kindoc Sandton and IDC 2 Dymson Nominee. The IDC 1 Kindoc Sandton building operates as the main IDC building as it houses the main Reception; has open-plan working cubicles accommodating approximately 800 IDC employees and contractors, accommodates 100 visitors daily and can handle 1000 delegates on an ad hoc basis at its Conference Centre. The IDC 1 Kindoc building also boasts an in-house kitchen and dining areas where food is prepared and served to employees twice a day during working days; there are also mini kitchens and pause areas in each open plan floor where employees can prepare their own lunch and beverages for consumption in these designated pause areas. The IDC is an employee centric corporation thus it operates a Crèche facility from the IDC 1 Kindoc Sandton building to cater for all parenting employees.

In keeping with current business best practices on Waste Management, the IDC operates a dedicated paper recycling facility to cater for paper waste from both buildings where paper is shredded and stored ready for offsite disposal by a contractor. Due to the numerous quantities of daily generated organic waste, our kitchen and cleaning service providers utilize waste management principles of sorting waste at source by using wet and dry bins for specific disposal of waste items. This principle applies to our in-house canteen waste rooms where all organic, metal, plastic and glass waste is stored individually for daily off-site disposal. The service provider will be expected to provide waste removal services on an average of 2 loads per day Monday to Friday. The IDC 2 Dymson Nominee building houses around 200 IDC employees and has a fully kitted operational gymnasium adjacent to it for IDC employee utilization. Each of Dymson Nominee's 3 building floors (IDC2) has a similar open plan design with a mini kitchen and pause areas as Kindoc Sandton (IDC1) building design.

2.2. Waste Removal Process

Waste from the open plan work areas, kitchens & pause areas and conference area is removed by the cleaning contractor staff from the provided waste containers where they do partial sorting by allocating waste to dedicated plastic bags. This waste is then sent for interim storage in 240 Litre mobile bins which are then taken by the waste management contractor to the main waste areas where actual waste sorting occurs. The paper and cardboard waste goes to the Shredder room, whereas the food / organic, plastic and metal

waste goes to the canteen waste room for individual sorting and storage for offsite disposal. The canteen kitchen utilizes wet and dry waste bins which are utilized for specific waste disposal which are then emptied into marked 240 litre waste bins at the canteen waste room for removal to offsite disposal. Garden and landscaping waste is collected by the garden services contractor in waste bins which are then disposed of at a dedicated garden waste skip. An additional designated skip for non-garden waste will be required to dispose of additional waste.

2.3. Problem Statement

The Industrial Development Corporation of South Africa (IDC) does not have internal capacity for this service hence the need to go out and procure these services from experts.

3. SCOPE OF WORK/TERMS OF REFERENCE

During the term of this contract the service provider shall collect, remove, transport, and dispose of waste from the IDC. General waste to be disposed of at an approved municipal landfill and hazardous waste to be disposed of at waste specific approved facility and obtain disposal certificates for each disposal. The IDC requires a professional waste management service provider who will ensure that IDC recycles over 70% to 100% of waste generated monthly.

The appointed service provider will be required to render the following services:

3.1. Waste Removal and Disposal

3.2. General Waste

The service provider will be required to ensure timely removal and proper disposal of, but not limited to, the following waste types:

- Removal and disposal of general landfill waste 2 times a week e.g., food / organic waste.
- Removal of used oil from canteen and disposal thereof in line with health codes (disposal certificate) weekly when needed.
- Cleaning of fat traps in Canteen Kitchen once weekly or as needed, and disposal thereof at an approved waste disposal facility (disposal certificate).
- Removal and disposal of garden and landscape waste; on ad hoc basis, i.e., as and when the provided skip is full.
- Removal and disposal of hazardous waste e.g., Electrical and Electronic waste (fluorescent tubes, batteries, IT equipment, and consumables); medical waste (including expired first aid contents) and nappy waste.
- The service provider must provide disposal certificates after each removal of hazardous waste and all other waste, monthly.
- 2x weekly removal of waste (Wednesdays morning and Fridays afternoon) for disposal
 of site.

3.3. Disposal of Hazardous Waste

The bidder will be required to provide a detailed report with quantities of waste disposed and disposal certificates after each removal of hazardous waste.

The service provider must provide disposal certificates after each removal of hazardous waste.

Note: Waste removal for garden / landscape waste and hazardous waste will be required on a need (ad hoc) basis when required by the operation. The service provider must further note that the removal of general landfill waste may be required more frequently than the "times a week" indicated above.

3.4. Waste Removal and Recycling Services

The service provider will be required to collect all recyclable waste for recycling purposes e.g., paper, glass, plastic, electrical and electronic equipment and consumables etc.

Bidder must ensure that they achieve the 75% to 100% recycling of waste monthly (IDC is working towards 0% landfill waste disposal monthly) for the duration of the contract.

3.5. Onsite Waste Management

The service provider will be required to place one (1) trained personnel on-site. The personnel / resource would be required to be on-site on a daily basis (Monday to Friday) from 08h00 to 17h00. When required, additional personnel may be requested to be on site and the service provider will price accordingly. The personnel will assist with the day-to-day activities of the facility's waste management, as follows:

- Removal of waste bins from designated waste areas to main waste area within the 2 buildings.
- Sorting of waste materials to their separate streams for recycling and disposal purposes.
- Upkeep of waste room facilities' hygiene.
- Daily hygiene management of waste skips & bins (clean & degrease) and general cleaning of waste areas.
- Waste management areas must always be free of smell or any pest infestation.
- · Shredding of office wastepaper.
- Upkeep of waste containers (daily cleaning, rinse and sanitizing of waste bins); and
- Deep clean weekly and daily cleaning of waste areas (degrease floors and walls, mop up and pressure hose area).
- 2x weekly removal of waste (Wednesday morning and Fridays afternoon) for disposal of site.

3.6. Supply of Equipment (on Rental Basis) and Consumables

The service provider will be required to provide, on rental basis, all the required waste management equipment, as follows:

- Dedicated skip (6m³) for safe storage and removal of all garden and landscaping waste, twice a week.
- Wheeled bins (240 Litre) with lids (Colour coding to be confirmed on award).
- Fluorescent and globe storage container which can accommodate 1 200mm fluorescent tubes (Coffin) as and when required.
- Nappy disposal containers (50 Litre) for the classrooms. The containers must have closing lids and sealable liners (Internal storage).
- Nappy disposal containers (142 Litre) for exterior storage. The containers must have closing lids and sealable liners, (External storage).
- Electrical Pressure Washer (Cold and Hot Water, 3 Phase, 250 Bar, mobile), for cleaning of waste area and equipment.

- Waste Wool bags 1 375 Litre for storage of recyclable waste; and
- Waste Wool bags 550 Litre for storage of recyclable waste.
- Calibrated scales to determine weight of paper shredded for reporting purposes.

The bidder will be required to supply all required waste management consumables, as follows:

- 50 Litre recycling bags for waste collection around the facility.
- 10 Litre recycling bags to be used for lining the waste bins in the Kitchenettes, workstations, and meeting rooms.
- 40 Litre shredder bags (high micron strength).

3.7. Statutory and Regulatory Compliance

The bidder must always ensure compliance with all regulations e.g.

- City of Johannesburg (CoJ) Bi-laws,
- Health & Safety Regulations governing this service for the duration of the contract.
- National Environmental Management Act.
- National Water Act.
- National Environmental Management: Waste Act.

3.8. Uniform & Personnel Protective Equipment (PPE)

- The bidder must always ensure adequate provision of Personal Protective Equipment (PPE) and replacement of old/worn out PPE, <u>at no cost</u> to the employees.
- The bidder needs to ensure that staff deployed to the site have Police Clearance which is valid and is renewed every year. Police Clearance of all staff to be provided within 8 weeks after appointment.
- The bidder must ensure that employees assigned to the IDC site are easily identified by providing name tags depicting company logo and name for their staff members, i.e., company branded name tags.

3.9. Site File (OHS Safety File)

The appointed service provider must compile and provide an IDC specific (OHS Safety) Site File which must include all Statutory and Management information/documents such as:

- OHS Policy and Procedures.
- Safe working
- Risk Assessments and Method Statement.
- Material Safety Data Sheet (MSDS) for chemicals to be used.
- Department of Labour documents e.g., Letter of Good Standing, COIDA, UIF, etc.

The appointed service provider will be required to provide a comprehensive OHS Safety site file to the IDC within 7 days from the date of appointment.

3.10. Reporting

The service provider will be required to provide reports reflecting statistics on recyclable and non-recyclable waste monthly.

The bidder must provide real time daily reports using real time apps and devices on-site prior to starting the work and at the end of each day, reflecting the following but not limited to, details of personnel on site, pictures of all waste areas on site, consumables and tools, etc. using the Real time App.

The bidder will also be required to provide monthly reports detailing statistics on recyclable and non-recyclable waste.

Provide samples/ templates of such reports and details of the application to be used.

The bidder must **also provide** a list and samples of all other reports that will be provided.

<u>Important Note:</u> The Service provider will be expected to advise IDC on best practices on waste management on an on-going basis to assist IDC on how to deal with waste management in a sustainable and efficient manner.

4. PROJECT TIMELINES

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of three (3) years.

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.

у	Not Comply

5.1.2. STATUTORY LABOUR REQUIREMENTS	Comply	Not Comply
The bidder must always ensure compliance with:		
All relevant statutory labour requirements:		
Must register all employees with UIF, provident fund and COIDA throughout the contract duration with the IDC.		
♣ Bidders must provide with this proposal one of the following:		
a valid COIDA for waste management		
a valid Letter of Good Standing with the Department of Employment and Labour; or a valid Letter from the Department of Employment and Labour for the companies without employees not registered with the Compensation Fund.		
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 RELEVANT EXPERIENCE	Comply	Partially Comply	Not Comply
The bidder must demonstrate relevant experience in providing Waste Management services (on-site waste management and waste removal/ transportation) to commercial/corporate establishments.			
The bidder must provide three (3) references for rendering waste management services to commercial/ corporate establishments in the past ten (10) years .			
Please refer to Table (a) of Annexure 1 of this document for the format in which the required information must be provided.			

ubstantiate / Comments	

5.2.2. WASTE MANAGEMENT METHODOLOGY	Comply	Partially Comply	Not Comply
The bidder must provide a detailed proposal indicating how the bidder will effectively manage the collection, transportation, and disposal of general waste, recyclable waste management, hazardous waste management, on-site waste management. The proposal must also outline how ad-hoc and urgent requests will			
be effectively managed in this regard, including the proposed response times from the time the request is logged.			

Substantiate / Comments

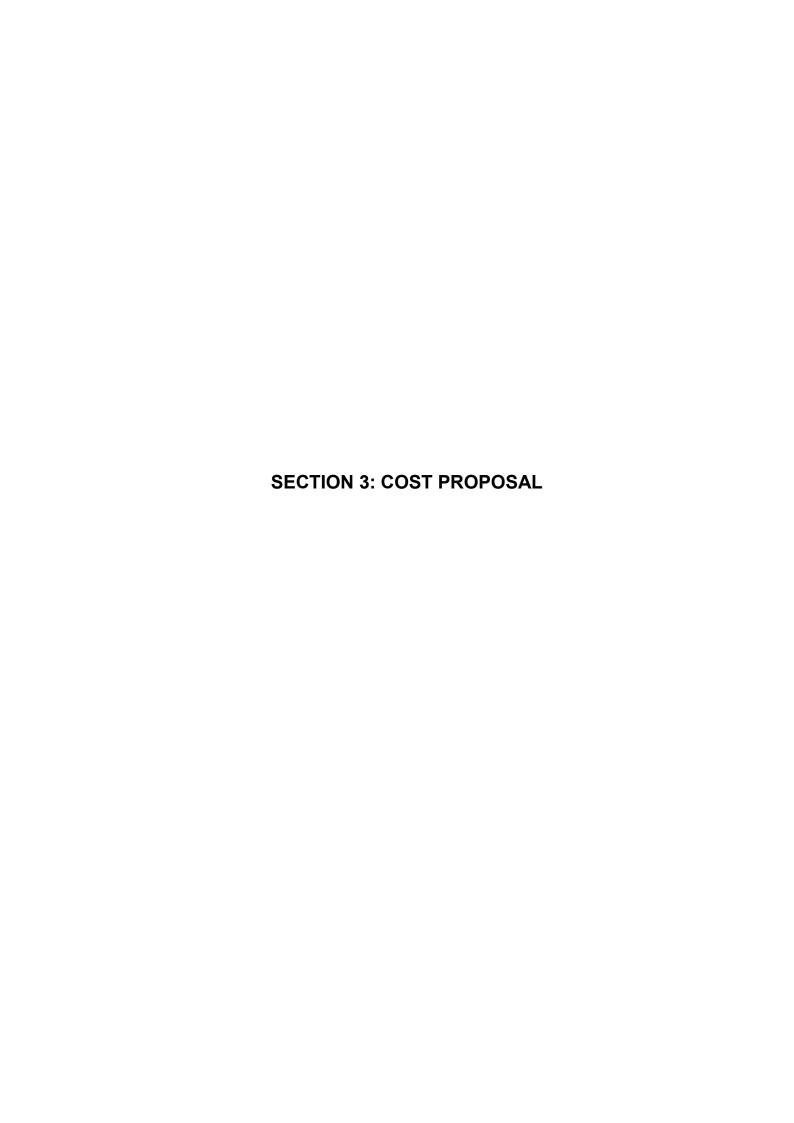
5.2.3. RESOURCE	Comply	Partially Comply	Not Comply
The bidder must provide one (1) trained and experienced resources on site that will manage the main waste area, skips, bins, and general waste management processing; and liaise with IDC for onsite requirements. The bidder must provide a detailed CV(s) clearly showing relevant experience, skills and qualifications related to waste management (attach copies of certificates and CV(s)).			
Substantiate / Comments			

5.2.4. WASTE MANAGEMENT APP AND REPORTS	Comply	Partially Comply	Not Comply
The bidder must provide real time daily reports using real time apps and devices on-site prior to starting the work and at the end of each day, reflecting the following but not limited to, details of personnel on site, pictures of all waste areas on site, consumables and tools, etc. using the Real time App.			
The bidder will also be required to provide monthly reports detailing statistics on recyclable and non-recyclable waste. Provide samples/ templates of such reports and details of the			

waste management software / APP to be used.		
The bidder must <u>also provide</u> a list and samples of all other reports that will be provided.		
Substantiate / Comments		

5.2.5. CAPACITY/ EQUIPMENT	Comply	Partially Comply	Not Comply
The bidder must have capacity in terms of the necessary equipment to render the required service effectively.			
Bidders are required to provide the following information:			
 Details of the truck(s) owned by the bidder i.e., types of truck(s), quantity of trucks, proof of ownership, or 			
 A copy of lease/ rental agreement for truck(s) if not owned by the bidder. 			
• List of all other equipment's to be used, i.e., waste scale, pressure washer, etc.			
The agreement should clearly indicate the types of trucks and quantities.			

Substantiate / Comments



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

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
•	the bidder must indicate CLEARLY which portion of the bid price is linge rate:	inked t	o the

5.	Payments	will	be	linked	to	specified	deliverables	after	such	Comply	Not
	deliverable	s hav	e b	een ap	pro	ved by the	e IDC. Payme	ents w	/ill be	Comply	Comply
	made withi			=	-	-	Ţ				

6. COSTING MODEL

6.1. On-site Waste Management Resource

Description	No. of Resources	Monthly fee for resources (VAT Excl.)	Total Annual Fee (Monthly x12) (VAT Excl.)			
On-site Waste Management resource.	1					
Total Y	ear 1 (VAT Excl.)					
Total Y	Total Year 2 (VAT Excl.)					
Total Y	ear 3 (VAT Excl.)					
	Sı	ub Total (A) (VAT Excl)				

Note: The fee must cover all costs associated with the provision of the one (1) trained waste management resource on-site.

6.2. Ad Hoc Requirements

Description	Unit of measure	No of Resource	Rate per Hour
Additional resource (as and when required)	Per hour	1	

6.3. Rental of Site Equipment

	Description	Qty	Rental Fee Per Unit (VAT Excl.)	Total Monthly Rental Fee (VAT Excl.)	Annual Rental Fee (monthly x12) (VAT Excl.)			
1	6m ³ Waste Skip	1						
2	Fluorescent and globes storage containers which can accommodate 1 200 mm fluorescent tubes	1						
3	50 Litre Nappy disposal container/ bin with lids	3						
4	142 Litre Nappy disposal container/ bin with lids	2						
5	Electrical Pressure Washer - Cold and Hot Water, 3 Phase, 250 Bar, mobile	1						
6	Waste Wool bags – XL (1 375 Litre)	6						
7	Waste Wool bags – Medium (500 Litre)	6						
8	6m ³ Waste Skip ad hoc when needed	1						
9	240 Litre wheeled bins with lids	50						
	Year 1 (VA	T Excl.))					
	Year 2 (VA	T Excl.))					
	Year 3 (VA							
	VAT 15% (If applicable)							
			Total	Price(B) (VAT Incl.)				

6.4. Consumables

The quantities listed in the table below are estimates based on the current average monthly usage; therefore, these quantities may change (increase or decrease) based on the actual usage. The quoted prices must be fixed for the first 12 months of the contract.

NB: Provide Material Safety Data Sheet (MSDS) once appointed of all chemicals to be used and every time the chemicals changed.

Cost Element	Monthly Quantities	Unit Cost (VAT Excl.)	Monthly Cost (VAT Excl.)	Annual Cost (monthly x12) (VAT Excl.)				
50 Litre recycling bags	2 800							
80 Litre recycling bags	3 520							
240 Litre shredder bags	4 480							
15 Litre Durable clear plastic bags	1 200							
Total	Total Year 1 (VAT Excl.)							
Total								
Total	Year 3 (VAT I	Excl.)						

Sub-Total (C) (VAT Excl.)	
VAT 15% (If applicable)	
Total Price (C) (VAT Incl.)	

6.5. Waste Removal Services

The quantities and frequencies listed in the table below are estimates based on the current average monthly quantities and frequencies; therefore, these quantities and frequencies may change (increase or decrease) based on the actual requirements.

Description	Average Qty/ Load per collection	Monthly Collection Frequency	Cost per collection (VAT Excl.)	Monthly Service Fee (VAT Excl.)	Annual Service Fee (VAT Excl.)				
General landfill waste removal	10 x 240 Litre Wheeled bins	8							
Garden waste removal	1 x 6m ³ Skip	8							
Hazardous waste removal	1 x fluorescent container	2							
Nappy waste removal	1 x 142 Litre Nappy container	8							
Recyclable waste removal	10 x 550 Litre Wool Bags	8							
Food waste	50 x 1 200 Litre Durable clear plastic bags	8							
Used oil	2 x 20 Litre	1							
Fat trap	1 x 210 Litre	2							
Used batteries disposal	1 x 25 Litre bin	1							
Ad hoc: 6m ³ skip Contractor's waste,	1 x 6m ³ Skip	1							
	Year 3	(VAT Excl.)		· · · · · · · · · · · · · · · · · · ·					
	Sub-Total (D) (VAT Excl.)								
	VAT 15% (If applicable) Total Price (D) (VAT Incl.)								

Note: Ad hoc services will be based on an as and when required basis to be costed separately

6.6. Management Fee

Description		Monthly Fee (VAT Excl.)	Annual Fee (VAT Excl.) (Monthlyx12)
	Year 1		
Management Fee	Year 2		
	Year 3		
Sub-Total (E) (VAT Excl.)			
VAT 15% (If applicable)			
Sub-Total (VAT Incl.)			
Total Price (E) (VAT Incl.)			

Note: The management fee must be inclusive of all costs relating to the effective management of service, administration, reports etc.

6.7. Summary of Costs

Sub-Total (A) (VAT Incl.)	
Sub-Total (B) (VAT Incl.)	
Sub-Total (C) (VAT Incl.)	
Sub-Total (D) (VAT Incl.)	
Sub-Total (E) (VAT Incl.)	
Total Bid Price (VAT Incl.)	

PRICE DECLARATION FORM

Dear Sir,

Dear Sir,	
T48/11/2025, the General Con-	amined the Request for Proposal (RFP) Document, RFP no. ditions, and all other Annexures to the RFP Document, we offer Services to IDC as specified in this RFP document.
R	(Including VAT)
In words	
R	(Including VAT)
	ers all activities associated with the service, as called for in the at IDC will incur no additional costs whatsoever over and above the provision of this service.
submission of offers. We furth	r open for acceptance for a period of 120 days from the date of ner undertake that upon final acceptance of our offer, we will f the required service when required to do so by the IDC.
•	t bound to accept the lowest or any offer, and that we must bear d in connection with preparing and submitting this bid.
divulge to any persons, other t	period during which this bid remains open for acceptance, not to than the persons to whom the bid is submitted, any information his bid or the details therein except where such is necessary for
SIGNED	DATE
(Print name of signatory)	
Designation –	
FOR AND ON BEHALF OF:	COMPANY NAME
	Tel No
	Fax No
	Cell No



Industrial Development Corporation

ANNEXURE 1: RESPONSE FORMAT FOR SECTION 2

Bidder's Experience and the pro	pposed Project Team	
Request for Proposal No:		
Name of Bidder:		
Authorised signatory:		

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in Section 2 of this bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with this Returnable Schedule 3.]

The bidder must provide the following information:

Table (a) Details of the bidder's experience in providing waste management services to commercial/ corporate establishments in the past ten (10) years. (please refer to Section 2 par 5.2.1):

Client' Name	Industry	Project period Description of service performed and extent of Bidder's responsibilities		Name, title and telephone contact of client		

ANNEXURE 2: ACCEPTANCE OF BID CONDITION	IS 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	r the proper execution and fulfilment of all
obligations and conditions devolving on him/her under this RFP.	The proper excounter and running of an
[Note to the Bidder: The Bidder must complete all	I relevant information set out below.
protection and product the protection and the prote	, reservent amorandar con cut concern,
CENTRAL SUPPLIER DATABASE (CSD) INFORMATION	
Bidders that are registered on the Central Supplier Databa	•
to submit as part of this proposal both their CSD sup	plier number and CSD unique registration
reference numbers below:	
Supplier Number	
BIDDING STRUCTURE	
Indicate the type of Bidding Structure by marking with an	· ·
Individual Bidder	A. I
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 e	ach nartner
Partner 1	uon partiion
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-contractor	rs, indic	cate 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

contract

Subcontracted work as a % of the total value of the

ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS

1.	TAX COMPLIANCE REC	QUIREMENTS			
1.1	BIDDERS MUST ENSU	RE COMPLIANCE WITH	THEIR TAX OBLIGATIONS.		
1.2		RS TO ENABLE THE O	UNIQUE PERSONAL IDENTIF RGAN OF STATE TO VIEW		
1.3	FILING. IN ORDER TO		JS (TCS) OR PIN MAY ALSO TAXPAYERS WILL NEED TO WWW.SARS.GOV.ZA.		
1.4	BIDDERS MAY ALSO S	UBMIT A PRINTED TCS	TOGETHER WITH THE BID.		
1.5			URES / SUB-CONTRACTORS DOF OF TCS / PIN / CSD NUME		VED,
1.6		AVAILABLE BUT THE (CSD), A CSD NUMBER	BIDDER IS REGISTERED O MUST BE PROVIDED.	N THE CEN	TRAL
2.	QUESTIONNAIRE TO B	IDDING FOREIGN SUPP	PLIERS		
2.1	IS THE BIDDER A RESI YES □		C OF SOUTH AFRICA (RSA)?		
2.2	DOES THE BIDDER HA	VE A BRANCH IN THE R	SA?		YES
2.3	DOES THE BIDDER HA		ABLISHMENT IN THE RSA?		
2.4	DOES THE BIDDER HA	VE ANY SOURCE OF ING ☐ NO	COME IN THE RSA?		
A T	TAX COMPLIANCE STA	ATUS / TAX COMPLIA	THEN, IT IS NOT A REQUIRE NCE SYSTEM PIN CODE FR REGISTER AS PER 1.3 ABOVI	ROM THE SC	
SUP STA	PLIER COMPLIANCE TUS	TAX COMPLIANCE SYSTEM PIN:			

ANNEXURE 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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/NO2.2.1 If so, furnish particulars:)
2.2 Does the hidder or any of its directors / trustees / shareholders / members / partners of	_
2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners of any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO	
2.3.1 If so, furnish particulars:	
3 DECLARATION	
I, the undersigned, (name) is 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;	

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.

- 3.2 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 5: SHAREHOLDERS AND DIRECTORS INFORMATION

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

1 Shareholders/ Members						
Name of the shareholder]]) Number	Race	Gender		% Shares
Note: The bidder must also attach	the d	etailed Compan	y/ Group	Structure whe	re relev	ant.
2 Trust Information With reference to point 8.6 IDC Right following must be submitted as part			part of the	Company / Gro	oup stru	cture then tl
Documents necessary to verif	y	trust is created	l.	her founding do		
the Identity of a Trust				h Trustee, each on authorised to		
3 Black Shareholders/ Mem	bers a	s per the B-BBE	E Certific	ate		
Name of the shareholder		Number	Race	Gender		% Shares
Total Black Shareholding % as pe	r the c	urrent and valid	B-BBEE	Certificate		
4 Directors						
Name of the shareholder		ID Number		Race	Gend	er
					<u> </u>	

I, THE UNDERSIGNED (NAME)				
CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.				
Signature	Date			
Position	Name of bidder			

ANNEXURE 6: BEE COMMITMENT PLAN

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

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

ANNEXURE 7: DISCLOSURE STATEMENT

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

- 1. The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to apply its objective criteria to award to any bidders whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 2. To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct): any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - **2.1.**any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - **2.2.** any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
- **3.** Where the bidder is a consortium, the disclosure statement referred to in paragraph 2.2 above must be made separately in respect of each consortium partner.
- **4.** In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 2.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 5. The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 2.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 6. Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right not to award a contract or order.

SIGNED		DATE
(Print name of signatory)		
Designation		
FOR AND ON BEHALF OF:	COMPANY NAME	
	Tel No	
	Fax No	
	Cell No	

ANNEXURE 8: PRIVACY & PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 REQUIREMENTS

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

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

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

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

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

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

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

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

$\frac{\text{RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER}{\text{POPIA}}$

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

ITEM	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	YES	NO
1.	Accountability	Yes	No
	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.		
2.	Processing Limitation	Yes	No
	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.		
3.	Purpose Specification	Yes	No
	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.		
4.	Further Processing Limitation	Yes	No
	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.	.,	
5.	Information Quality	Yes	No
	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.		
6.	Open Communication	Yes	No
0.	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.		
7.	Security Safeguards	Yes	No
	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.		
8.	Data Subject Participation	Yes	No
	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.		

l,	(print name)	hereby	certify	that the	information,	facts,	and
representations are correct and that I am	duly authorize	ed to sigr	n on bel	nalf of the	company.		
Name of Company/ Entity:					· · · · · · · · · · · · · · · · · · ·		
Company/ Entity Registration Number:							
Company/ Entity VAT Registration Numb	er:						
Signature (Company/ Entity Representation	ive)						
Date							