**INDUSTRIAL DEVELOPMENT CORPORATION**

# REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT "COUNTRY BY COUNTRY" REPORTS

| | |
|---|---|
| **RFP number** | **T05/03/26** |
| **Issue date** | **04 March 2026** |
| **Closing date and time** | **25 March 2026 at 11h00 AM** |
| **Tender validity period** | **120 days from the closing date and time** |
| **Responses to this RFP should ONLY be forwarded to:** | https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/IgDCwrTRhN-1TKPrzxnnJUJuAXhBd1KfsNHuG9AHqlmH47Q |

**NB: All enquiries regarding this RFP must be forwarded to the Procurement Specialist Lunga Mbatha at lungam@idc.co.za within five (5) days after the RFP has been issued. No enquiries from bidders will be entertained after the closing date of this RFP and during the subsequent evaluation processes. IDC however reserves the right to clarify any information with any bidder regarding their response to this RFP.**

## TABLE OF CONTENTS


| | | |
|---|---|---|
| SECTION 1: GENERAL CONDITIONS OF BID | | 3 |
| 1. | PROPRIETARY INFORMATION | 4 |
| 2. | ENQUIRIES | 4 |
| 3. | BID VALIDITY PERIOD | 4 |
| 4. | INSTRUCTIONS ON SUBMISSION OF BIDS | 4 |
| 5. | PREPARATION OF BID RESPONSE | 5 |
| 6. | SUPPLIER PERFORMANCE MANAGEMENT | 5 |
| 7. | ENTERPRISE AND SUPPLIER DEVELOPMENT | 6 |
| 8. | IDC'S RIGHTS | 6 |
| 9. | UNDERTAKINGS BY THE BIDDER | 6 |
| 10. | REASONS FOR DISQUALIFICATION | 7 |
| 11. | RETURNABLE SCHEDULES | 7 |
| 12. | EVALUATION CRITERIA AND WEIGHTINGS | 8 |
| 13. | PROMOTION OF EMERGING BLACK OWNED SERVICE PROVIDERS | 10 |
| SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION | | 11 |
| 1. | SPECIAL INSTRUCTIONS TO BIDDERS | 12 |
| 2. | BACKGROUND INFORMATION | 12 |
| 3. | SCOPE OF WORK/TERMS OF REFERENCE | 14 |
| 4. | PROJECT TIMELINES | 14 |
| 5. | TECHNICAL EVALUATION CRITERIA | 15 |
| SECTION 3: COST PROPOSAL | | 17 |
| SECTION 4: ANNEXURES | | 22 |
| ANNEXURE 1: RESPONSE FORMAT FOR SECTION 2 | | 23 |
| ANNEXURE 2: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS | | 24 |
| ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS | | 26 |
| ANNEXURE 4: BIDDER'S DISCLOSURE | | 27 |
| ANNEXURE 5: SHAREHOLDERS AND DIRECTORS INFORMATION | | 29 |
| ANNEXURE 6: BEE COMMITMENT PLAN | | 30 |
| ANNEXURE 7: DISCLOSURE STATEMENT | | 31 |
| ANNEXURE 8: PRIVACY & PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 REQUIREMENTS | | 32 |

# 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 submitted **in writing** to:

| | |
|---|---|
| Name: | **Lunga Mbatha** |
| Telephone Number: Office: | **011 269 4376** |
| Email address: | **lungam@idc.co.za** |

**2.2.** Enquiries in relation to this RFP will not be entertained after **13 March 2026.**

**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 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 **25 March 2026** not later than **11h00 AM** (before midday). No late bids will be considered. Bids must only be sent to ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgDCwrTRhN-1TKPrzxnnJUJuAXhBd1KfsNHuG9AHqlmH47Q.*** 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 tender e-mail inbox / address ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgDCwrTRhN-1TKPrzxnnJUJuAXhBd1KfsNHuG9AHqlmH47Q***.

**4.4.** Bidders are advised to submit / send its bid responses at least **30 minutes** before the **11h00 AM** deadline to avoid any 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.

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

4.5.1. bid responses sent to the incorrect platform.
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 platform capacity of 50MB.

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

**4.7.** 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/lgDCwrTRhN-1TKPrzxnnJUJuAXhBd1KfsNHuG9AHqlmH47Q*** 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 ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgDCwrTRhN-1TKPrzxnnJUJuAXhBd1KfsNHuG9AHqlmH47Q*** **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 not hold lower % of the contract value than **any** of the subcontractors.

## 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 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
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)

**11.3. 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: Acceptance of Bid Conditions and Bidder's Details (duly completed and signed).

11.3.4. Annexure 3: Tax Compliance Requirements (duly completed and signed).

11.3.5. Annexure 4: Bidders Disclosure (duly completed and signed).

11.3.6. Annexure 5: Shareholders and Directors Information (duly completed and signed)

11.3.7. Annexure 6: BEE Commitment Plan.

11.3.7.1. 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.

11.3.8. Annexure 7 Disclosure Statement (duly responded to).

11.3.9. Annexure 8 Privacy & Protection of Personal Information (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).

**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).**

**11.4. Schedule 3:**

Response to Section 2: Functional Requirements Specification, in line with the format indicated in this RFP document.

11.4.1. Annexure 1: Response format for section 2 of this RFP document duly completed and signed.

**11.5. Schedule 4:**

Price Proposal (response to Section 3 Cost Proposal of this RFP document).

**Note: Must be submitted as a separate file/document marked Schedule 4: Price/Cost Proposal)**

## 12. EVALUATION CRITERIA AND WEIGHTINGS

Bids shall be evaluated in terms of the following process:

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

- 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 11.3.2 above.
- BEE Status Certification as referenced in 11.3.7.1 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:

| Number | ELEMENT | WEIGHT |
|---|---|---|
| 1 | Bidder's Relevant Experience | 50 |
| 2 | Bidder's Proposed Methodology | 20 |
| 3 | Qualifications and Skills of Key Personnel | 30 |
| **TOTAL** | | **100%** |

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

### 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** |

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

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

[2]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).

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

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

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

### 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.

## SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

## SECTION 2: FUNCTIONAL REQUIREMENTS

### 1. SPECIAL INSTRUCTIONS TO BIDDERS

1.1. Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.

1.2. Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state "Comply/Not Comply" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

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

### 2. BACKGROUND INFORMATION

The Industrial Development Corporation of South Africa Limited (the IDC) is a self-financing, state-owned national development finance institution which provides financing to entrepreneurs engaged in competitive industries and follows normal company policies and procedures in its operations.

The IDC is a public entity formed by an Act of Parliament and is wholly owned by the Government of the Republic of South Africa ('RSA'). Some of the obligations of the IDC are to facilitate, promote, guide and assist in the financing of new industries and industrial undertakings.

For the purposes of attaining these objectives, the IDC has the power to lend or advance money to any company or person. The IDC also has the power to acquire an interest in a company or to provide or assist in the subscription of capital in such company.

The business of the IDC is not structured to maximize profit solely, but is also structured to achieve development goals, such as the establishment of new industries, saving the manufacturing capacity of established industries and the creation of employment opportunities. Financing is provided against the background of the IDC having two motives, mainly sustainability and economic development.

The Industrial Development Corporation of South Africa Limited ('IDC') requires a complete turnkey solution to regularize its obligations in respect of its Country-by-Country ('CBC') reporting obligations, to the South African Revenue Service ('SARS") and/or any other international tax jurisdiction, if deemed necessary.

The IDC requires, an experienced and competent service provider to research and obtain the relevant information/documents and accurately compile, complete, and file the with the relevant tax authority or authorities for the 2024 and 2025 fiscal years (as defined in CBC legislation) for the following:
(i) CBC report,
(ii) the Master File and,
(iii), the Local File

If for the purposes of filing its obligations under the CBC reporting regime, the IDC needs to update/compile its transfer pricing policy in support of the data disclosed in the Master File, then such additional work must be included as a separate line item as part of the overall quotation.

The IDC has/had on average between twenty-seven (27) and thirty (30) subsidiary companies which were consolidated into its Annual Financial Statements (AFS) in respect of the fiscal years mentioned above. On average, the IDC is only operationally involved in about eighteen (18) of the twenty-seven to thirty subsidiary companies. Of these eighteen subsidiary companies, all of them are domiciled in the RSA for income tax purposes and operate solely in the RSA. These companies are mainly property holding or investment holding companies.

The IDC is not operationally involved in the remainder of the nine to twelve (9 -12) subsidiary companies, however it holds a controlling stake in such companies, due to its mandate. The IDC may also have non-executive members on the board of directors of such subsidiary companies, for oversight and governance purposes.

Cognizance should be taken that the IDC is not a multinational national enterprise (as defined in the CBC legislation) in the traditional sense and falls into CBC reporting obligations by default. Some of its subsidiary companies have companies incorporated and operating in foreign tax jurisdictions. These companies' services and products differ widely (e.g. textile manufacturers, mining operations, medical devices) from the core business of the IDC.

It should also be noted that the IDC does not have any permanent establishments in any foreign tax jurisdictions. Secondly, that the IDC is domiciled for income tax purpose, only in the RSA. It does have any foreign incorporated and domiciled subsidiaries, that carry out its mandate. The IDC's allocation of income and economic activity is solely in the RSA.

The IDC does not supply any goods or services to the foreign sub-subsidiaries of its local subsidiaries. It only transacts with is locally domiciled subsidiaries by providing loans or guarantees.

If needs be, in the process of regularizing the IDC's reporting obligations in terms of CBC reporting, the service provider should also consider the use of the Voluntary Disclosure Programme, to reduce any concomitant penalties and interest that may arise as a result of the late filings to SARS.

In respect of the IDC, information regarding the (i) number of employees, (ii) stated capital, (iii) retained earnings and (iv) tangible assets can be obtained relatively easily. The IDC does not have any intangible assets on its own balance sheet, however, subsidiary companies (which the IDC is not operationally involved in) may have intangible assets on their balance sheets and are consequently disclosed on the consolidated AFS. Hence, the service provider must research and analyze the AFS of the subsidiary companies, to determine what information must be included in the CBC reports, Master Files and Local Files, including information relating to intangible assets.

There will definitely be instances where goods and/or services are provided by the IDC's subsidiaries to their foreign domiciled subsidiaries. The service provider must analyze these transactions, in order to compile, complete and file the CBC reports, Master Files and Local

Files for the relevant fiscal years mentioned above. The analysis should include whether the transactions meet the materiality threshold for disclosure purposes and inherently highlight whether the transactions meet the arm's length principle.

It is our understanding that no Local Files have been filed by any of the foreign sub-subsidiaries of the IDC's local subsidiaries.

The service provider should also take into cognizance that meetings may need to be set-up between the service provider, the IDC and the subsidiary companies in order to gain an understanding and prepare the information that is required for the completion and filing of the CBC reports, Master Files and Local Files.

**Note:** The IDC has previously submitted CBC reports, Master Files and Local Files for 2017, 2018, 2019, 2020, 2021, 2022 and 2023 fiscal years.

## 3. SCOPE OF WORK/TERMS OF REFERENCE

The appointed bidder should be able to provide the following:

- Advise on what information is required to be disclosed on the CBC report, Master File and Local File.
- Provide a complete turnkey solution to regularize its obligations in respect of its Country-by-Country ('CBC') reporting obligations, to the South African Revenue Service ('SARS") and/or any other international tax jurisdictions for fiscal years 2024 and 2025.
- The IDC requires an experienced and competent service provider to research and obtain the relevant information/documents and accurately compile, complete, and file the with the relevant tax authority or authorities for the 2024 and 2025 fiscal years (as defined in CBC legislation) for the following:
  - (i) CBC report,
  - (ii) The Master File and
  - (iii) The Local File
- Analyze transactions where goods and/or services are provided by the IDC's subsidiaries to their foreign domiciled subsidiaries in order to compile, complete and file the CBC report, Master File and Local Files for the relevant fiscal years 2024 and 2025.If required.
- Assist in objecting against any penalties and interest imposed on the late submission of the CBC reports.

## 4. PROJECT TIMELINES

The appointed service provider will be required to start immediately after award and provide the services within 21 business days after all information and/or documents for the completion of the Country-By-Country SARS reporting has been provided.

## 5. TECHNICAL EVALUATION CRITERIA

### 5.1. Technical Requirements

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

| 5.1.1 BIDDER'S RELEVANT EXPERIENCE | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|---|---|---|
| The bidder must have relevant (international tax) experience in providing and submitting Country-By-Country reports to SARS.<br><br>The bidder must provide two (2) references in providing Country-By-Country reports to SARS in the past five (5) years.<br><br>Refer to **Table (a) Annexure 1** of this document for the response format provided. | | | |
| **Substantiate / Comments** | | | |

| 5.1.2 BIDDER'S PROPOSED METHODOLOGY | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|---|---|---|
| The bidder must demonstrate thorough understanding of the objectives and deliverables of this project.<br><br>The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined above and clearly demonstrating how the deliverables will be achieved | | | |
| **Substantiate / Comments** | | | |

| 5.1.3 QUALIFICATIONS AND SKILLS OF KEY PERSONNEL | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|---|---|---|
| The bidder's key personnel of the proposed team must have relevant qualifications, skills and experience in international tax and compiling country by country reports.<br><br>The bidders must submit, as part of its proposal, the following:<br>• The structure and composition of the proposed team, clearly outlining the main disciplines/ specialties of this project and the key personnel responsible for each specialty. Please refer to **Table (b) Annexure 1** of this document for the format in which the required information must be provided.<br>• CVs of the key personnel; and the CVs must clearly highlight qualifications, areas of experience/ competence relevant to the tasks and objectives of this project as outlined above. | | | |
| **Substantiate / Comments** | | | |

## SECTION 3: COST PROPOSAL

## SECTION 3: COST PROPOSAL

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

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

| YES | NO |
|---|---|

**Important**: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.

3. All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

| **4.** Is the proposed bid price linked to the exchange rate? | Yes | No |
|---|---|---|
| | | |
| ***If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:*** | | |

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

| **6.** The IDC reserves the right to consider the guidelines on consultancy rates as set out in the **National Treasury Instruction 02 of 2016/2017: Cost Containment Measures** which took effect from 01 January 2014, where relevant.<br><br>The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures. **The "Guide on Hourly Fee Rates for Consultants" as issued by the Department of Public Service and Administration (DPSA); or Remuneration guidelines issued by professional service organisations or regulatory bodies, may be relevant.** | Comply | Not Comply |
|---|---|---|
| Substantiate / Comments | | |

## 7. COSTING MODEL

| Activity/ Deliverable | Resource(s) | Rate/Hour per resource | Number of hours | Cost (VAT Excl.) |
|---|---|---|---|---|
| Advise on what information is required to be disclosed on the CBC report, Master File and Local File. | | | | |
| Research and obtain the relevant information/documents and accurately compile, complete and file with the relevant tax authority or authorities for the **2024** (as defined in CBC legislation) for the following:<br>• CBC report,<br>• The Master File and<br>• The Local File | | | | |
| Research and obtain the relevant information/documents and accurately compile, complete and file with the relevant tax authority or authorities for the **2025** (as defined in CBC legislation) for the following:<br>• CBC report,<br>• The Master File and<br>• The Local File | | | | |
| Analyze transactions where goods and/or services are provided by the IDC's subsidiaries to their foreign domiciled subsidiaries in order to compile, complete and file the CBC report, Master File and Local Files for the relevant fiscal years 2024 and 2025. | | | | |
| *Assist in objecting against any penalties and interest imposed on the late submission of the CBC reports | | | | |
| Disbursements | | | | |
| **Sub-Total Price (VAT Excl.)** | | | | |
| **VAT @ 15% (If applicable)** | | | | |
| **Total Bid Price (VAT Incl.)** | | | | |

**Note: *For comparison purposes bidders are requested to cost as per the number of hours indicated for assist in objecting against any penalties and interest imposed on the late submission of the CBC reports.**

**Note: Disbursements and any other (additional) costs must be clearly defined (outlining all assumptions) and a detailed breakdown thereof must be provided.**

**The bidder must provide a detailed breakdown of the Disbursements as follows:**

| Cost Element | Cost (VAT Excl.) |
|---|---|
| | |
| | |
| | |
| | |
| **Sub-Total Disbursements** | |

**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 Quotation (RFQ) Document, **T05/03/26** the General Conditions, The Requirement and all other Annexures to the RFQ Document, we offer to Country by Country Reports to the IDC, at a total amount of:

**R..... (Including VAT)**
**In words**

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

We confirm that this price covers all activities associated with the project management and consulting service, as called for in the Tender 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 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 tender.

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

**SIGNED** _____ **DATE** _____

(Print name of signatory) _____
Designation _____

**FOR AND ON BEHALF OF:**

COMPANY NAME _____
Tel No _____
Fax No _____
Cell No _____

## SECTION 4: ANNEXURES

**ANNEXURE 1: RESPONSE FORMAT FOR SECTION 2**

**Bidder's Experience and the proposed Project Team**

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

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

**The bidder must provide the following information:**

**Table (a) Details of the bidder's experience in Country by Country Reports (please refer to Section 2 par 5.1.1):**

| Client' Name | Project description | Project period (Start and End Dates) | Project Cost | Description of service performed and extent of Bidder's responsibilities | Name, title and telephone contact of client |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Table (b) Details of the key personnel of the bidders' proposed team: (please refer to par 5.1.3 of Section 2 of this RFP document):**

| Name | Position | Role / Duties in this Project | Relevant Project Experience | |
|---|---|---|---|---|
| | | | Project description, Client, Project period | Project Cost |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## ANNEXURE 2: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

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

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

### CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

| **Bidders that are registered on the Central Supplier Database (CSD) of National Treasury are required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:** | |
|---|---|
| **Supplier Number** | |

### BIDDING STRUCTURE

| **Indicate the type of Bidding Structure by marking with an 'X':** | |
|---|---|
| **Individual Bidder** | |
| **Joint Venture/ Consortium** | |
| **Prime Contractor with Subcontractors** | |
| **Other** | |

### REQUIRED INFORMATION

| **If Individual Bidder**: | |
|---|---|
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| cell phone Number | |
| Email address | |
| Postal Address | |
| Physical Address | |

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

| **If bidder is a Prime Contractor using Sub-contractors, indicate the following**: | |
|---|---|
| **Prime Contractor** | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cell phone Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| **Work as a % of the total value of the contract and description of the work** | |
| | |
| **Sub-contractors** | |
| Name of Company | |
| Company Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cell phone Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| **Subcontracted work as a % of the total value of the contract and description of the work** | |

## ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS

| 1. | TAX COMPLIANCE REQUIREMENTS |
|---|---|
| 1.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 1.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 1.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 1.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. |
| 1.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. |
| 1.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |

| 2. | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
|---|---|---|
| 2.1 | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 2.2 | DOES THE BIDDER HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 2.3 | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 2.4 | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.**

| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | |
|---|---|---|

## ANNEXURE 4: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest [1] in the enterprise, employed by the state? **YES/NO**

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

| Full name | Identity Number | Name of State Institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

…….

…….

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

## 3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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.

3.5 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.

3.6 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.

3.7 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 | ID Number | Race | Gender | % Shares |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

**2. Trust Information**

Should a trust form part of the Company / Group structure then the following must be submitted as part of your proposal.

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

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

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

**4. Directors**

| Name of the shareholder | ID Number | Race | Gender |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

…….. ..……

Signature Date

…… …….

Position Name of bidder

## ANNEXURE 6: BEE COMMITMENT PLAN

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

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

## ANNEXURE 7: DISCLOSURE STATEMENT

**In terms of the tender condition 8.4, 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 any bidders whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.

**2.** To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct): any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;

**2.1.** any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and

**2.2.** any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.

**3.** Where the bidder is a consortium, the disclosure statement referred to in paragraph 2.2 above must be made separately in respect of each consortium partner.

**4.** In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 2.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.

**5.** The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 2.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.

**6.** Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right not to award a contract or order.

**SIGNED** _____ **DATE** _____

(Print name of signatory) _____

Designation _____

**FOR AND ON BEHALF OF:** COMPANY NAME _____

Tel No _____

Fax No _____

Cell No _____

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

| **Request for Proposal No:** | |
|---|---|
| **Name of Bidder:** | |
| **Authorised signatory:** | |

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

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

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

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

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

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

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

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

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

| ITEM | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | YES | NO |
|---|---|---|---|
| 1. | **Accountability**<br>The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied. | Yes ☐ | No ☐ |
| 2. | **Processing Limitation**<br>The respective clients, third parties, suppliers and operators and their members will ensure that information is only processed for a justifiable reason and processing is compatible with the purpose of the collection. | Yes ☐ | No ☐ |
| 3. | **Purpose Specification**<br>All respective clients, third parties, suppliers and operators and their members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI. | Yes ☐ | No ☐ |
| 4. | **Further Processing Limitation**<br>Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC. | Yes ☐ | No ☐ |
| 5. | **Information Quality**<br>The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources. | Yes ☐ | No ☐ |

| ITEM | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | YES | NO |
|---|---|---|---|
| 6. | **Open Communication**<br>Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed. | Yes<br>☐ | No<br>☐ |
| 7. | **Security Safeguards**<br>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 continuous monitoring and review that will be conducted by the IDC at its discretion. | Yes<br>☐ | No<br>☐ |
| 8. | **Data Subject Participation**<br>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<br>☐ | No<br>☐ |

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