



T16/03/24

**APPOINTMENT OF A CONSULTANT TO
SUPPORT IDC IN THE
IMPLEMENTATION OF THE SOUTH
AFRICAN FACILITY FOR GREEN
GROWTH (SAFGG)**

**BID CLOSING DATE:
04 APRIL 2024 AT 11:00 AM**

BMZ-No. 201870021

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

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

2. KfW-financed procurement requirements

The RFP will follow South Africa's National Treasury's legislations and IDC's Procurement Policy, led by IDC's Procurement Unit. However, as the funding for the South African Facility for Green Growth (SAFGG) is provided by KfW, the RFP must also be in compliance with KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries (January 2021)", (the Procurement Guidelines), available at <https://www.kfw-entwicklungsbank.de>, in order to receive No Objection through KfW. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this RFP.

KfW requires compliance with its documentary requirements as defined and set forth in Section 5 (Annexures) of this RFP. In further pursuance of its Procurement Guidelines, Bidders shall also permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and contract performance (in the case of bid award), and to have them audited by auditors or agents appointed by KfW.

3. Enquiries

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

Name: Mr Joseph Phiri

Email address: josephp@idc.co.za

- 3.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 21 March 2024**.
- 3.3 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.
- 3.4 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.

4. Bid Validity Period

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

5. Instructions on submission of Bids

- 5.1 Bid responses must be submitted in the tender box at the Main Reception area of the IDC Building, 19 Fredman Drive, Sandton
- 5.2 All the documentation submitted must be in English. Respondents shall accompany their Information with a soft copy (USB stick).
- 5.3 The closing date for the submission of bids is **04 April 2024** not later than **11:00 AM (before midday)**. No late bids will be considered.
- 5.4 Bids must **only** be submitted in duplicate in a sealed envelope endorsed **T16/03/24 APPOINTMENT OF A CONSULTANT TO SUPPORT IDC IN THE IMPLEMENTATION OF THE SOUTH AFRICAN FACILITY FOR GREEN GROWTH (SAFGG)**. The documents in the sealed envelope must be in compliance with the requirements set out in annexure 5 (Response Format) and **the price proposal contained therein must be provided in a separate sealed envelope.**
- 5.5 The sealed envelope must be placed in the tender box at the **Main Reception area of the IDC Building, 19 Fredman Drive, Sandton, South Africa** by no later than **04 April 2024, 11:00 AM (South African Time)**. **No late response will be considered.**
The closing date, company / respondent name and the return address must also be endorsed on the envelope.
- 5.6 If a courier service company is being used for delivery of the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

6. Preparation of Bid Response

- 6.1 All the documentation submitted in response to this RFP must be in English.
- 6.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 6.3 Bids submitted by bidders which are or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 6.4 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 regarding anything arising from the fact that pages of a bid are missing or duplicated.
- 6.5 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 (not required if bidder and/or consortium member is (i) not registered in the Republic of South Africa, (ii) does not have a branch in the Republic of South Africa, (iii) does not have a permanent establishment in the Republic of South Africa and (iv) does not have a source of income in the Republic of South Africa.)
- 6.6 Where the bidder proposes to use a subcontractor for the execution of part of the scope of work of the contract, the bidder may not sub-contract more than 40% of the value of the contract. The IDC will assess whether the proposed subcontractor(s) meets the relevant requirements and/or conditions of the tender.

7. Supplier Performance Management

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

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

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

8. 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.

9. IDC's Rights

- 9.1 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 not later than ten (10) days prior to the submission date of bid responses pursuant to Art. 5.3. 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.
- 9.2 The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the IDC.
- 9.3 The IDC reserves the right to award this bid as a whole or in part.
- 9.4 The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 02 of 2016/2017: Cost Containment Measures**, where relevant.
- 9.5 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.
- 9.6 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).
- 9.7 The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.

- 9.8 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.

10. Undertakings by the Bidder

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.

11. Reasons for disqualification

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

12. Requirements of KfW

- 12.1 KfW requires compliance with its document requirements as defined and set forth in Section 4 (Annexures 9 and 10).
- 12.2 KfW's eligibility criteria to bid and sanctionable practices are described in Section 4 (Annexures 11 and 12). It is the bidder's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

13. Returnable Schedules

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

- 13.1 **Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)
- 13.2 **Schedule 1:**
 - 13.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)
 - 13.2.2 Annexure 1 of this RFP document (duly completed and signed)
- 13.3 **Schedule 2**
 - 13.3.1 Copy of Board Resolution, duly certified;
 - 13.3.2 Originally certified copy of ID document for the Company Representative
 - 13.3.3 Annexure 2 of this RFP document (duly completed and signed);
 - 13.3.4 Annexure 3 of this RFP document (duly completed and signed);
 - 13.3.5 Annexure 4 of this RFP document (duly completed and signed);
 - 13.3.6 Response to Annexure 6: BEE Commitment Plan
 - 13.3.7 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).
 - 13.3.8 Annexure 7 of this RFP document (duly completed and signed)
 - 13.3.9 Annexure 8 of this RFP document (duly completed and signed)
 - 13.3.10 Annexure 9: KfW Declaration of Undertaking
 - 13.3.11 Annexure 10: KfW Form E/QUAL
 - 13.3.12 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.
 - 13.3.13 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

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

- 16.3.1 Valid Tax Clearance Certificate(s) (TCC) and / or proof of application, where relevant
- 16.3.2. Originals or certified copies of bidder's company registration documents
- 16.3.3 Copy of Board Resolution, duly certified;
- 16.3.6 Annexure 3 (Bidder's Disclosure)
- 16.3.7 Annexure 4 (Shareholders and Directors Information)
- 16.3.8 Annexure 7 (Disclosure Statement)
- 16.3.9 Annexure 8 (POPIA Requirements)
- 16.3.15 Annexure 9 KfW Declaration of Undertaking
- 16.3.16 Annexure 10: KfW Form E-QUAL

13.4 **Schedule 3:** Response to Section 3 of this document, in line with format indicated in this RFP document

13.5 Annexure 7 of this RFP document, duly completed and signed

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

(NB: Must be submitted in a separate sealed document marked Schedule 4: Price Proposal)

14. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

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

- Annexure 6: BEE Commitment Plan
- Annexure 7: Disclosure Statement
- Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements
- (if applicable) Copy of Joint Venture/ Consortium Agreement / Declaration of Association

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

14.2 Phase 2: Technical/ Functionality Evaluation

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

14.2.1 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
PROPOSED CONCEPT & METHODOLOGY	30
QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED TEAM LEADER, KEY EXPERTS AND POOL EXPERTS	50
ENVIRONMENTAL & SOCIAL DUE DILIGENCE	20
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.

14.3 Phase 3: Preference Point System

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

CRITERIA	POINTS
Price	80
Specific Goals ¹	20
TOTAL	100 points

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

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

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

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.

14.4 Phase 4: Objective Criteria

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

Objective Criteria are:

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

15. 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 14.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

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

2. Background Information

With greenhouse gas emissions of 544 million metric tons per year, the Republic of South Africa ("**RSA**") is among the twenty biggest emitters of greenhouse gases in the world. At the same time, RSA is severely affected by the consequences of climate change with especially adverse impacts in the areas of water and agriculture. In response to this, the Government of Republic of South Africa ("**GoSA**") has targeted the "Green Economy" sector as one of the primary beneficiaries for investments and public support in several policies and strategic initiatives – including the National Development Plan 2030, the Green Economy Accord as well as National Strategy for Sustainable Development and Action Plan. At occasion of the UN COP 15 (2009), GoSA committed to reduce greenhouse gas emission by 42% until 2020. One particular contributor to achieve this ambitious goal is seen in supporting the South African private sector in transitioning to a low carbon and resource efficient economy through provision of public financial support instruments to enterprises in the Green Economy. The Industrial Development Corporation of South Africa ("IDC" / "Employer") is one of the institutions through which such financial support is provided to the South African private sector. The German Financial Cooperation ("FC") has been supporting GoSA in this transition process for several years, in particular in the areas of promotion of renewable energy, grid integration of renewables as well as resource and energy efficiency.

Although South Africa's financial sector and institutions can be considered well developed and capitalized, companies only have limited access to targeted financial products for investments into emission reductions and resource efficiency. The South African Facility for Green Growth ("**SAFGG**" / the "**Project**") has the objective of increasing the adequate and improved access to financing for investments and thus targets businesses that have previously been unable to find appropriate financial products for such projects in South Africa's financial market. The FC through KfW has provided a development loan of USD 80 million to IDC for the SAFGG. The funds provided shall be extended by the IDC to eligible South African companies ("**Sub-borrowers**") with the purpose to finance innovative investments of such South African companies in the green economy. The target group for funding under the SAFGG includes larger companies which are capable of planning and implementing projects targeting emission reductions and resource efficiency with a scale between USD 10 to 15 million expediently and in accordance with high industry standards.

Potential candidates for SAFGG funding are industrial enterprises with business activities in the following sectors and priority areas agreed between IDC and KfW:

- Energy Efficiency and/or Water efficiency
- Reduction of carbon footprint/green house gas
- Agricultural and Forestry Sector – includes food processing, dairy, meat
- Mine closure and aftercare – Mining Sector rehabilitation investments
- Telecoms Sector
- Fuel Cell Power, Heat and Fire Prevention
- Cogeneration and CHP (combined heat and power)
- Integrated Solid waste Management.

Additional information on potential business areas is provided in the Eligibility Criteria for sub-loans under the SAFGG provided in Annex 11 to these Terms of Reference.

Furthermore, KfW seeks to support IDC in the process of developing and implementing an adequate Environmental and Social Management System (ESMS). To be eligible for financial support, KfW requires that partners and clients to implement tailor-made Environmental & Social (E&S) policies & procedures depending on:

- E&S requirements and risks of the different businesses or sectors;
- Country of the engagement (specific environmental legislation and enforcement situation).
- Characteristics of the engagement (loan or equity, volume and duration, industrial sector).
- Partner structure (environmental and social awareness, willingness and capacity of the partners as well as the partners` past and present environmental performance).

KfW wants to support IDC in its long-term vision of positioning itself as one of the leading investors in South Africa and across the African continent with a special focus on sustainable industrial development. To be eligible for future support, KfW requires compliance with the following Applicable Standards:

- National environmental and social laws and regulation
- International Law including conventions and treaties adopted by South Africa which may be applicable to IDC and its portfolio;
- ILO Core Labour Conventions;
- Sustainability Guideline of the KfW Development Bank and therewith IFC Performance Standards, General Environmental and Health and Safety Guidelines and Industry Specific Guidelines of the World Bank Group, as applicable;
- For the resettlement aspects, the UN Basic Principles and Guidelines on Development-based Evictions and Displacement, namely §§ 42, 49, 52, 54 and 60 and guidance provided within the IFC (2002) Handbook for Preparing a

Resettlement Action Plan and World Bank (2004) Involuntary Resettlement Sourcebook shall be considered;

- IFC Exclusion List for Financial Intermediaries of KfW.

The main indicators of successful adoption of responsible E&S policies and management systems are:

- Awareness of the environmental and social requirements of its business;
- Full commitment of the top-management and adequate communication thereof;
- Full integration of the environmental procedures into the general procedures and the decision-making processes in the entire project cycle;
- Solid quality control and monitoring mechanisms;
- Development and maintenance of sound environmental know-how;
- Adequate amount of qualified human resources and training of the staff on a regular basis.

Note: The IDC is seeking a consultant firm or joint venture of consulting firms to support the implementation of the SAFGG and the ESHS related activities as further detailed below.

3. Objectives of the Services

The objectives of the Services of the Consultants are:

- To assist IDC in the monitoring and review during preparation, planning, construction, and operation of the individual sub-projects, thereby ensuring that IDC funds are being used for the intended purpose and in compliance, *inter alia*,
 - with the relevant environmental and social standards outlined in the Financing Documents;
 - the targeted emissions reductions and resource savings;
 - monitoring and evaluation system for the SAFGG for purposes of reporting to IDC and KfW.
- To assist IDC to identify and close gaps, if any, of the IDC's implementation practice of the Environmental and Social Due Diligence (ESDD) and Environmental and Social Management System ("**ESMS**") against IFC performance standards and EHS Guidelines.

4. The Services

All the Services to be provided by the Consultant shall be performed in close cooperation with IDC. It has been attempted to outline the Consultant's tasks during execution of his services as precisely as possible. However, the Consultant shall bear in mind that the list of tasks and activities can by no means be considered as a complete and exhaustive description of the Consultant's duties. It is rather the Consultant's responsibility, in cooperation with and with the approval of IDC and KfW, to verify critically the scope of Services indicated and adapt his concept accordingly wherever he deems necessary according to his own professional judgement and the knowledge he will acquire during preparation of his proposal. In case the Consultant considers necessary to amend the scope of his Services he shall offer these services in the Technical and Financial Proposal as optional.

The Consultant shall not intervene in the execution of contracts between IDC and Sub-borrowers. The Consultant's main task is instead to report to IDC and KfW on the scope outlined below.

Task 1: Inception meeting

The Consultant shall organize an inception meeting, where the work plan (indicating the planned workdays and resources required, activities, schedules and outcomes throughout the assignment), questions and suggested amendments to the ToR will be discussed and agreed upon between the Consultant, IDC and KfW. After the inception meeting, the Consultant shall submit the final work plan (and updated ToR, if amendments are required), forming the scope for the assignment.

Task 2: Support to SAFGG implementation: Project management and Project Preparation

The Consultant shall

- i. Support the IDC teams in the daily operational management of the SAFGG including, but not limited to
 - a. Assist IDC with development of a project pipeline, if required, to ensure that funds under the SAFGG can be allocated within the defined facility timeframe; and
 - b. Other project management support as required by IDC.
 - c. Establish a simulation tool to calculate anticipated emission reductions and resource savings from SAFGG sub-projects, leveraging off the existing KfW tool which has been developed. This tool should be integrated into existing IDC systems and procedures/tools and should be in line with industry practice and acceptable to IDC and training to IDC staff should also be provided; and
 - d. Support the IDC in obtaining required KfW No Objection approvals for sub-loans provided to Sub-Borrowers, as required.

Task 3: Support to SAFGG implementation: Monitoring and Reporting

The Consultant shall;

- i. Establish a monitoring and evaluation system for the SAFGG for purposes of reporting to IDC and KfW, in line with the reporting templates, timelines, and procedures outlined in the relevant Financing Document. This includes supporting the IDC with:
 - a. regular reporting to KfW as and when required, including allocation and disbursement progress of SAFGG funds and compliance with obligatory minimum performance indicators regarding, amongst others, emission and resource savings as required by the eligibility criteria agreed between IDC and KfW; and
 - b. reporting to KfW on any events which might jeopardize the achievement of the objectives and purpose of the SAFGG and its expected outputs.

- ii. Assist IDC in the supervision of implementation of selected sub-projects through periodical site visits and supporting required reporting to KfW in accordance with Annex 2, including:
 - a. Regarding E&S topics, projects monitoring should include compliance with the IDC Policy, E&S standards, E&S contractual requirements including the ESAP. E&S Category A & Cat. B+ projects shall be subject to supervision site visits on a biannual basis until completion while other projects shall be visited once at an appropriate point in time during the construction phase. Additional site visits may become necessary depending on the complexity of the project and results of the inspection and may be requested by IDC and/or KfW.
 - b. Preparing brief supervision reports summarizing main findings on the implementation status of the sub-projects including information about incidents been reported to IDC during construction period; and
 - c. Supporting the IDC in reporting to KfW, as required.

Task 4: Gap Analysis and Strengthening of IDC ESMS

The Consultant shall

- i. Review and benchmark IDC's ESMS (incl. ESDD process and responsible investment practices with the Applicable Standards listed in Section 2). The consultant is expected to undertake this through document and desk-top review as well as interview of key staff from IDC;
- ii. Based on the review of IDC documentation and practices and verification of the previous gap assessment completed in 2018, the Consultant shall provide a short gap analysis report. This report shall include a draft work plan, indicating activities, schedules, and outcomes for recommendation actions to address the identified gaps and enhance the IDC's ESMS. Training activities are to be identified as well as recommended interventions, as appropriate, in the gap analysis report; and
- iii. Arrange a workshop with IDC incl. responsible member of the top management of IDC together with IDC's Head of Technical Services and relevant Environmental, Health and Safety (EHS) Department individuals and KfW. The objective of the workshop will be to present and agree on the recommendations and work plan for implementation.

Following the agreement of the work plan for strengthening of the ESMS, the Consultant shall undertake the following support activities:

- i. Support IDC in improving and formulating the ESHS Policy, tools, procedures, checklists, training material, etc. in accordance with the work plan and the key indicators listed above. Please note that it is intended that IDC takes the lead in preparing these documents based on already existing material / experiences; with coaching, mentoring and review provided by the consultant.
- ii. Provide technical back stopping in terms of environmental and social due diligence (ESDD), particularly on involuntary resettlement, indigenous people and occupational health and safety

- iii. Develop a documentation system to ensure appropriate corrective action and undertakings regarding E&S procedures are recorded in the loan approval documents and available in a structured and transparent database. A list and associated documentation of all category A and category B projects utilizing the IDC Risk Tool that have been assessed, categorized, reviewed and issued non-objection should also be recorded (based on the above-mentioned documentation system);
- iv. Undertake and accompany the IDC EHS department in undertaking site visits, as required;
- v. Support the IDC EHS department in reporting to KfW, as required; and
- vi. Support and train IDC staff and IDC Sub-borrowers on required systems and procedures to ensure alignment with the ESMS.

Please note that the Consultant shall allow for sufficient workshops, meetings, interviews and training sessions in order to fulfill these tasks. These tasks are expected to be a combination of remote and on-site workshops/meetings in Johannesburg.

Ongoing Task: Project Coordination and Communication with IDC and KfW

The consultant shall provide continual feedback on progress to IDC and KfW by:

- i. Arranging regular catch-up discussions/ jour fix meetings;
- ii. Provide semi-annual reports to KfW on overall support to IDC, issued non-objections, E&S performance of sub-projects, conducted trainings, report on progress made within the ESDD process of IDC;

5. Staffing

The Consultant must demonstrate suitably qualified and experienced experts among its personnel, who have the appropriate level of academic and professional qualifications and experience gained in similar projects to recognize and to deliver with respect to both, the technical requirements, and the Environment, Social, Health and Safety (ESHS) aspects. The Consultant shall assess the staffing requirements according to the approach and methodology proposed and adapt the staffing inputs with a view to achieve a resource efficient implementation of the Services.

The Services shall be delivered through a mix of long-term Key Experts and pooled technical short-term experts supporting the Key Personnel with on-demand assistance in context of the technical, financial/commercial, environmental, and social due diligence of project proposals and supervision.

I. Team Leader

The Team Leader shall have the following profile.

Position	Minimum Qualification & Desired Expertise / Experience
	<ul style="list-style-type: none"> • Minimum Qualification:

Team Leader	<ul style="list-style-type: none"> • Bachelor’s degree in relevant academic field and adequate work experience. • At least 15 years’ relevant international experience in project management including at least three (3) projects as Team Leader within the last eight (8) years. • At least five (5) years’ relevant experience with financial intermediaries, development banks or development partner-funded facilities or programs Proficient in English language in both writing and speaking. • Desired Expertise / Experience: • Previous work experience on development cooperation or public financial programs offering financial support to the “Green Economy”. • Experience in managing donor-funded projects • Knowledge of organizing and implementing trainings and capacity building programs
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II. Key Experts

The Key Experts shall have the expertise and experience levels indicated below. In case of adequate qualifications, expertise, and experience as well as adequate staffing input, the Consultant may propose.

- the Industrial / Process Engineer or Financial / Commercial Expert as Team Leader; and/or
- an identical expert for the ESHS and ESMS staff positions.

	Position	Minimum Qualification & Desired Expertise / Experience
1	Industrial / Process Engineer	<p>Minimum Qualification:</p> <ul style="list-style-type: none"> • Bachelor’s degree in industrial engineering or other relevant engineering discipline. Master’s degree in these fields will be an advantage. • At least ten (10) years’ project relevant industry experience with responsibility for engineering analysis and process design • Experience of technical due diligence for industrial system / process modernizations • Proficient in English language in both writing and speaking. <p>Desired Expertise / Experience:</p> <ul style="list-style-type: none"> • Relevant professional experience in the green economy • Experience with technical due diligence for investment appraisals targeting emission reductions and resource efficiency. • Relevant project experience in South Africa

	Position	Minimum Qualification & Desired Expertise / Experience
2	ESHS Expert	<p>Minimum Qualification:</p> <ul style="list-style-type: none"> • Bachelor's degree in environmental management, occupational health, social, safety, or any related field relevant to the Services, Master's degree in these fields will be an advantage • At least ten (10) years' project relevant international experience in ESDD in compliance with IFC Performance Standards • Demonstrated expertise in South African environmental and social legislation. • Proficient in English language in both writing and speaking. • Relevant project experience in South Africa <p>Desired Expertise / Experience:</p> <ul style="list-style-type: none"> • Experience as an environmental or occupational health and safety professional in an industrial setting • Experience with KfW Sustainability Guidelines • Knowledge of organizing and implementing trainings and capacity building programs
3	ESMS Expert	<p>Minimum Qualification:</p> <ul style="list-style-type: none"> • Master's degree in environmental, social, occupational health, safety, or any related field relevant to the Services • At least four (4) projects as lead / key expert for setting up and/or implementing an ESMS for financial institution. • At least two (2) projects as lead / key expert for monitoring environmental management and Occupational Health and Safety topics. • Demonstrated experience in application of the IFC Performance Standards in ESMS, ESIA or ESDD • Demonstrated expertise in South African environmental and social legislation. • Experience in providing training on environmental, social and H&S topics. • Proficient in English language in both writing and speaking. <p>Desired Expertise / Experience:</p> <ul style="list-style-type: none"> • Experience in change management as it relates to ESMS • Experience with KfW Sustainability Guidelines • Knowledge of organizing and implementing trainings and capacity building programs for financial institutions

III. Expert Pool

The following expertise profiles shall be provided to support the Team Leader in the implementation of the SAFGG on an interim, on-demand basis. Technical Experts in the Expert Pool shall be available on short notice in case potential projects are proposed to IDC for support under the SAFGG and require due diligence. To ensure short notice availability, it will be considered advantageous if the Consultant proposes two experts for each area of expertise.

Experts in the Expert Pool shall have an academic degree in a related field and a minimum of 10 years' international/national work experience relevant to the assigned task. Detailed CVs of all Technical Experts shall be provided as part of the Technical Proposal.

	Type	Required Expertise
1	Technical Expertise	Covering all sectors of potential investment as per the SAFGG Eligibility Criteria in Annex 1 to TOR (provided in separate file): <ol style="list-style-type: none"> 1. Energy Efficiency 2. Renewable Energy 3. Reduction of carbon footprint/green house gas 4. Agricultural and Forestry Sector – includes food processing, dairy, meat 5. Mine closure and aftercare – Mining Sector rehabilitation investments 6. Telecoms Sector 7. Fuel Cell Power, Heat and Fire Prevention 8. Cogeneration and CHP (combined heat and power) 9. Solid waste management
2	Commercial Expertise	Commercial / financial due diligence of projects targeting investments in the “Green Economy” (emission reductions and resource savings)
3	Green Economy Expertise	Development of simulation / calculation models for emission reductions and resource savings in industrial context
4	Social expertise, expertise in involuntary resettlement and indigenous people	Specialist for social due diligence of projects in cases of involuntary resettlement (e.g., review of resettlement action plans) including expertise in analysis of impacts on indigenous people and vulnerable groups and human rights as well as experience in socio-economic baselines. Experience in development of ESMS including guidelines and checklists for ESDD in regard to social issues

The Consultant shall propose other additional supporting staff as deemed necessary to perform the Services. An expert may cover several pool expertise areas.

IV. Staffing inputs & available budget

For the preparation of his Financial Proposal, the Consultant shall assume the following minimum staffing inputs:

	Expert	Tentative man days
1	Team Leader	90
2	Industrial/Process Engineers	62
3	ESHS/ESMS Experts	80
4	Expert Pool	62

The suggested division of man days above should be considered provisional. The final division of man days will depend on the analysis of the Consultant during the inception period, and the demand that will further arise during the implementation of services. All services to be provided by the consultant with the exception of the inception phase shall be coordinated and confirmed in advance in writing by IDC.

Depending on the development of the SAFGG implementation, a part time model for the contract period is perceivable and shall be considered by the Consultant. All staff inputs shall be intermittent and available on demand. All other staff inputs like e.g. secretary, administration, driver etc. shall be estimated resp. proposed by the Consultant in his proposal.

The Consultant shall provide a **lump sum budget for a supervision visit** (staffing inputs only) and shall – for purposes of preparation of the financial proposal only – assume a total of 5 supervision visits. A budget for domestic travel including workshops and meetings assumed to be at IDC offices in Johannesburg shall be provided as provisional sum – see section 7. below)

Backstopping of the consulting services and quality control of the reports and documents are expected to be performed and documented by the home office of the Consultant. Efficient management and backstopping staff shall be available to supervise and support the team at home and abroad. All the costs related to backstopping must be included in the fee rates.

6. Logistics

The Services shall be delivered from a project office at IDC Headquarters in Sandton, South Africa. IDC has committed to support the Consultant through provision of adequate office space and facilities, including sufficient working space for short term experts as required. Office space will be provided free of charge by IDC. However, no equipment for the conduction of Services (e.g. computers, printers) will be provided. All costs for equipment shall be included in the Financial Proposal.

All costs for transport within Gauteng area shall be included into the offered rates. This includes transport costs of experts to and from their home office or hotel to IDC head office and all transport costs to and from Johannesburg airport.

All other travel costs, especially for supervision and, if necessary, project appraisal visits, shall be remunerated as reimbursable costs. For purposes of the Proposal the Consultant shall assume a provisional sum of EUR 25,000 (which if converted to ZAR amounts to R500 000) for domestic travel costs. This cost item will not be part of the evaluation of the Financial Proposal. All travel arrangements (e.g., booking of flights, local transport, and accommodation) must be made by the Consultant.

7. Key Deliverables/ Reporting

The lists below summarize key deliverables and reports and their respective due dates and review & approval requirements. Additional deliverables and reports shall be submitted as required by these Terms of Reference. Reporting is primarily an obligation of IDC towards KfW. However, the Consultant shall assist IDC in compiling necessary information for the reports and provide necessary assistance for drafting the reports with the required content and quality.

I. Key deliverables and reports*

*reports include necessary site visits for gathering the requisite information

Task	Deliverables	Timeline (if not indicated otherwise: due after commencement of Services)	Required acceptance/ NO objection through IDC and/ or KfW
Task 1: Inception Meeting	Inception meeting minutes	1 week	
	Inception Report	4 weeks	For review and No Objection through IDC and KfW, any comments received must be addressed within 4 weeks
Task 2: Support to SAFGG implementation: Project management and Project Preparation	Review (on behalf of KfW) financing proposals for No Objection, including preparation and submission of all supporting documentation (reports including technical, financial, E&S and risk rating)	3 weeks following receipt of project information	For review and acceptance through IDC and KfW, any comments received must be addressed within 4 weeks
	Ensuring the proper E&S mitigation and corrective measures are included (in financing proposals and related documents), and captured in IDC's database	3 weeks following receipt of project information	For review and acceptance through IDC and KfW, any comments received must be addressed within 4 weeks

Task	Deliverables	Timeline (if not indicated otherwise: due after commencement of Services)	Required acceptance/ NO objection through IDC and/ or KfW
	Simulation/calculation tool for projection of emission reductions and/or water resource savings	8 weeks	For review through KfW, any comments received must be addressed within 4 weeks
	Develop ESAP/s in cooperation with the IDC, for financed projects (including occupational health and safety and labor conditions management)	Completion due 3 months before the end of the SAFGG project	For review and No Objection through KfW, any comments received must be addressed within 4 weeks
Task 3: Support to SAFGG implementation: Monitoring and Reporting	Monitoring and evaluation system for the SAFGG	8 weeks	For review through KfW, any comments received must be addressed within 4 weeks
	Supervision reports and necessary site visits, including support to E&S monitoring reporting where needed	2 weeks after each supervision visit	For review through IDC and KfW, any comments received must be addressed within 4 weeks
	Serious E&S incident notifications and reports	Due as soon as possible, the latest five business days after event	For review through KfW, any comments received must be addressed within 4 weeks
Task 4: Gap Analysis and Strengthening of IDC ESMS	Review ESMS: Gap Analysis and Work plan of ESMS (incl. tracking through the assignment). Building on Annexed Gab Report.	Draft version 2 months	For review and No Objection through KfW, any comments received must be addressed within 4 weeks
	Amend ASMS: Updated ESMS documentation as defined in the ESMS Workplan incl. performance guidelines, checklists, tools on key risk topics, standard E&S clauses, E&S reporting templates	Draft version 10 months	For review and No Objection through KfW, any comments received must be addressed within 4 weeks
	Documentation system to ensure appropriate E&S corrective action	Draft version 10 months	

Task	Deliverables	Timeline (if not indicated otherwise: due after commencement of Services)	Required acceptance/ NO objection through IDC and/ or KfW
	and undertakings available in a structured and transparent database		
	E&S training plan and updated training database, and training materials	Draft version 10 months	For review and No Objection through KfW, any comments received must be addressed within 4 weeks
	Workshop materials, presentations, attendance etc	2 weeks following each workshop	
Ongoing Task: Project Coordination and Communication with IDC and KfW	Bi-annual Project Progress Reports	2 weeks after each competed half year.	For review through KfW, any comments received must be addressed within 4 weeks
	Final Report writeup (in collaboration with IDC)	After completion of the Services	For review and No Objection through IDC and KfW, any comments received must be addressed within 4 weeks

Annexes to TOR (provided in separate files):

Annex 1 to the TOR: Eligibility Criteria for South African Facility for Green Growth (SAFGG)

Annex 2 to the TOR: Detailed requirements for project supervision reports

Annex 3 to the TOR: KfW Reporting Requirements

Annex 4 to the TOR: Environmental & Social Gap Analysis: South African Facility for Green Growth prepared by IBIS.

8. Project timelines

It is estimated that the Services will be performed within a period between twenty-four (24) to thirty-six (36) calendar months on an intermittent basis. Tasks 2 and 3 are expected to be undertaken across the full duration of the Services, while Task 4 is expected to be completed within a maximum of 12 months from contract signing. The consultant shall provide a proposed timeline for the defined scope of work, to be confirmed on initiation of the Services.

Due to the uncertainties around the timelines for sourcing the required number of eligible and viable projects for SAFGG support and the differing implementation timelines of projects, this implementation period might require extension.

9. Technical Evaluation criteria

IDC will evaluate the bid responses based on the criteria and scoring system set out below. Each compliant bid response will be given a technical score. A bid response shall be rejected at this stage if it fails to achieve the **minimum qualifying score of 70 % of the maximum score.**

The scoring system applied for purposes of the technical evaluation of bid responses is as follows:

- i. 100% of the maximum score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- ii. 80% of the maximum score: Good, exceeding requirement but minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- iii. 60% of the maximum score: Overall satisfactory, but few major errors or omissions noted not comprising the fulfilment of the sub-criterion basically meets the requirement of the respective sub-criterion.
- iv. 40% of the maximum score: Not satisfactory, several major errors or omissions noted partially comprising the fulfilment of the sub-criterion but meets basic requirements of the respective sub-criterion.
- v. 20% of the maximum score Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- vi. 0 % of the maximum score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

	Evaluation Criteria	Allocated points	Total points
1.	PROPOSED CONCEPT & METHODOLOGY		30
1.1	Clarity and completeness of the bid	2	
1.2	Critical analysis of the project objectives and the terms of reference (ToR)	3	
1.3	Proposed concept and method, including the programme of work, the staffing schedule and monitoring and coordination mechanisms	25	
1.3.1	Concept & Methodology	15	

1.3.2	Work Schedule	3	
1.3.3	Personnel / Staffing Schedule	4	
1.3.4	Quality Assurance & Control	3	
2.	QUALIFICATIONS, SKILLS AND EXPERIENCE OF THE PROPOSED TEAM LEADER, KEY EXPERTS AND POOL EXPERTS		50
2.1	Team Leader	15	
2.2	Key Experts	25	
2.2.1	Industrial / Process Engineer	11	
2.2.3	ESHS Expert	8	
2.2.4	ESMS Expert	11	
2.3	Expert Pool	5	
2.4	Qualifications of the personnel in the head office who will control and monitor the project team and provide back-up services (incl. Project Coordinator)	5	
3	ENVIRONMENTAL & SOCIAL DUE DILIGENCE		20
3.1	Four (4) references	3	
3.2	Based on IFC Performance Standards or other comparable international standards	5	
3.3	For infrastructure measures and/or industrial buildings with an investment volume of not less than USD 5 million or other currency equivalent	3	
3.4	At least three references for a measure / business activity of at least Category B according to IFC Performance Standards or other international standards	5	
3.5	Including development of Environmental and Social Action Plans, supervision of implementation of Environmental and Social Action Plans / Environmental and Social Management Plans	4	
	TOTAL AVAILABLE POINTS		100

Acceptable bids will be evaluated further in terms of the Preference Point System as indicated under clause 14.3. The final award decision will be based score achieved in the Preference Point System **only** (no quality-cost-based selection (QCBS)).

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

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

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

YES	NO
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Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.

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

The IDC reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction 01 of 2013/2014: Cost Containment Measures which took effect from 01 January 2014, where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments		

4. The following exchange rates as per SARB on 12/03/2024 at 09:05 must be used (where applicable):

R 18.68 = 1 US dollar

R 23.94 = 1 Pound

R 20.43 = 1 Euro

5. Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

6. 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

7. COSTING MODEL (Input - / time-based)

a. Remuneration

Description/ Role	Tentative Man days	Rate per day (VAT Excl.)	Total cost in ZAR (VAT Excl.)
Team Leader	90		
Industrial / Process Engineers	62		
ESHS / ESMS Experts	80		
Expert Pool	62		
Disbursements			
Sub-Total (VAT Excl.)			
VAT if applicable at 15%			
Total Cost (VAT Incl.)			

Note:

- **A Day is based on eight (8) hour period.**
- **Disbursements in the above table must include the following but excludes domestic travel:**
 - ✓ Allowance, Accommodation, Complementary Travel Costs for Foreign Staff
 - ✓ International Travel
 - ✓ Project Office rent
 - ✓ Reports and Documents
 - ✓ Equipment
 - ✓ Miscellaneous Items

Bidders are requested to provide a detail breakdown of the above costs in the table below.

SUMMARY	Sum in ZAR
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Lump sum portions of staffing costs (20 supervision visits)	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
Provisional sum (other travel costs)	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost	
9. - Miscellaneous cost	
Total – Other cost	
Total Package B	

Detailed Cost Calculation for Package [to be specified]

1. Foreign Staff Cost		Man days	Unit Rate (ZAR)	Amount (ZAR)
1.1 Team Leader		...		
1.2 NN		...		
1.3 ...		...
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN		...		
2.2 ...		...
2.2 ...		...
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance & accommodation - Long-term staff	month	...		
3.2 Allowance & accommodation - Short-term staff	month	...		
Lump sum portions of staffing costs (20 supervision visits)				
Sub-total Allowance and accommodation				
4. International Travel				
		No. of trips		
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Provisional sum (other travel costs)				ZAR 500,000.00
Sub-total Local transport				

6. Project Office				
		No. of months		
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
		No. of Documents		
7.1 ... (Type of reports/documents to be stated)	rep./doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
8. Equipment				
8.1. Office equipment	...	...
8.2 Project vehicles				
8.2 Other. equip. to be handed over/consumed	...	...
Sub-Total Total Equipment				
9. Miscellaneous Items				
9.1 Other miscellaneous items/services	...			
9.2 Contingencies	...	...
Sub-Total Total Miscellaneous items/services				

Notes on pricing:

- **Disbursements (incidental expenses other than professional fees e.g., travel and accommodation, printing costs, venue hire, and equipment hire 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 apply this rate for purposes of price comparisons. Bidders are therefore requested to respond clearly and comprehensively on this aspect of their bid response.**
- **The bidder is responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in South Africa, unless they are exempted from such payments. In any case taxes, duties, levies and fees payable by the bidder outside the of South Africa shall be considered to be included in the overhead fees.**

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T16/03/24**, the General Conditions, and all other Annexures to the RFP Document, we offer to provide the consulting services specified in in Section 3 of this RFP document.

R..... (Including VAT)

In words

R..... (Including VAT)

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

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

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

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

SIGNED

DATE

(Print name of signatory)

Designation

**FOR AND ON BEHALF
OF:**

COMPANY
NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

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

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

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

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

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

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

Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

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

REQUIRED INFORMATION

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

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

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

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

Annexure 2: Tax Compliance Requirements

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

Annexure 3: Bidder's Disclosure

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Annexure 4: Shareholders and Directors Information

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

4.1 Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

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

4.2 Trust Information

With reference to point 8.6 IDC Rights, should a trust form part of the Company / Group structure then the following must be submitted as part of your proposal.

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

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

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

4.4 Directors

Name of the shareholder	ID Number	Race	Gender

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure 5: Response Format for Section 2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

[A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred.]

Suggested structure of the Technical Proposal:

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*

- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*

- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*

- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*

- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART) (INDICATIVE FORMAT)

N°	Tasks ¹ (T-..)	Months ²³												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
T-1	<i>[e.g., Task #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to Employer]</i>													
T-2	<i>[e.g., Task #2:.....]</i>													
n														

List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

E-2			-----															
n			-----															
														Subtotal:				
														Total:				

Months are counted from the start of the assignment/mobilization.

- 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.
- 3 The assignment of international and national staff shall be treated separately.



Full time input



Part time input

CURRICULUM VITAE (CV)

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)</i>	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by KFW.

NAME OF THE EXPERT	SIGNATURE	DATE & PLACE
NAME OF THE AUTHORISED REPRESENTATIVE OF THE CONSULTANT COMMITTING PROPOSALS	SIGNATURE	DATE & PLACE

Annexure 6: BEE Commitment Plan

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

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

Annexure 7: Disclosure Statement

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

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

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

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

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

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

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

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

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

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

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

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the IDC and is considered an operator of the IDC, the supplier or

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

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

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

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

Name of Company/ Entity:

Company/ Entity Registration Number:

Company/ Entity VAT Registration Number:

 Signature (Company/ Entity Representative)

Date

Annexure 9: KfW Declaration of Undertaking

DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")³

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website

³ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

<http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁵ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature:

Dated:

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Annexure 10: KfW Form E/QUAL

FORM E/QUAL CONTINUED ELIGIBILITY AND QUALIFICATION

Name of Consultant
Name of the JV Member (if applicable)

[Insert one of the two options, as applicable:

“We hereby certify that none of the information provided in our Application / Response to the RFI, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]

- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

Annexure 11: KfW Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Annexure 12: KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the

intention of influencing the actions of any person or causing any person to refrain from any action.

Fraudulent Practice Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁷ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Annexure 13: Model Contract for Consulting Services

Contract No:

SERVICE LEVEL AGREEMENT

APPOINTMENT OF A CONSULTANT TO SUPPORT IDC IN THE IMPLEMENTATION OF THE SOUTH AFRICAN FACILITY FOR GREEN GROWTH (SAFGG)

Between

(Insert name of Service Provider and registration particulars)

("the Service Provider")

And

INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED a corporation established under Section 2 of the Industrial Development Corporation Act 1940 (Act No. 22 of 1940) a self- financing development institution ("IDC")

1. INTERPRETATION

1.1 In this Agreement:

1.2 clause headings are for convenience and shall not be used in its interpretation;

1.3 unless the context clearly indicates a contrary intention;

1.3.1 an expression which denotes:

1.3.1.1 any gender includes the other genders;

1.3.1.2 a natural person includes any artificial person and vice versa;

1.3.1.3 the singular includes the plural and vice versa;

1.3.2 the following expressions shall bear the meanings as assigned to them below and cognate expressions bear corresponding meanings:

1.3.2.1 "*Agreement*" means this Service Level Agreement which outlines the terms and conditions, the TOR, any annexures hereto and amendments reduced to writing and signed by both parties;

1.3.2.2 "*Contract Fee*" means the fee based on the financial proposal of the Consultant, as set out in more detail in Annexure B;

1.3.2.3 "*Financial Proposal*" means the financial proposal submitted by the Service Provider in response to the RFP;

1.3.2.4 "*KfW*" means KfW Development Bank which provides financing towards the South African Facility for Green Growth (SAFFG/ BMZ No. 2016 68 284);

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- 1.3.2.5 *"Scope of Work or Service/s"* means the work to be performed by the Service Provider in terms of the technical proposal read with the ToR, as set out in more detail in Annexure "A";
- 1.3.2.6 *"Parties"* means the Service Provider and IDC; as they are described on the first page of the Agreement and conducting business at the address set out in 19 below;
- 1.3.2.7 1.3.2.7
- 1.3.2.8 *"Project"* means the project titled "South African Facility for Green Growth" (SAFFG/ BMZ No. 2016 68 284);
- 1.3.2.9 *"RfP"* means the request for proposal as advertised [*add particulars and where and when advertised*].
- 1.3.2.10 *"RSA"* means Republic of South Africa;
- 1.3.2.11 *"Scope of Work or Service/s"* means the work to be performed by the Service Provider as required under the ToR and in accordance with the technical proposal, as set out in more detail in Annexure "A";
- 1.3.2.12 *"Signature Date"* means the date on which this Agreement is last signed by the Parties.
- 1.3.2.13 *"Technical Proposal"* means the technical proposal submitted by the Service Provider in response to the RFP; and
- 1.3.2.14 *"ToR"* means the terms of reference forming part of the RfP;
- 1.3.3 Words and expressions defined in the body of this Agreement and not in 1.3.2 shall bear the meanings assigned to them in such definition throughout this Agreement.

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- 1.3.4 When a number of days are prescribed in this Agreement, such number shall be reckoned exclusively of the last day. Unless the last day falls on a Saturday, Sunday or public holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. INTRODUCTION

- 2.1 Following a procurement process conducted by the IDC for the appointment of a service provider under a project funded by KfW, and the submission of a technical proposal and financial proposal by the Service Provider, the Service Provider was preferred to conclude this Agreement with the IDC.
- 2.2 IDC intends engaging the Service Provider to render the Services and the Service Provider hereby agrees to such appointment, subject to the terms and conditions contained in this Agreement.

3. DELIVERY OF SERVICE AND LIABILITY

- 3.1 The Service Provider shall exercise all reasonable skill, care and diligence in the execution of the Services and shall carry out all its obligations in accordance with international professional standards. The Service Provider shall in all professional matters act as a faithful advisor to the IDC and, in so far as any of its duties are discretionary, act fairly between the IDC and third parties.
- 3.2 The Service Provider hereby accepts liability for and indemnifies the IDC against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities, caused by the negligence of the Service Provider and/or its employees of their duties and obligations under this Agreement, in delict for breach of statutory duty or otherwise.
- 3.3 The IDC shall not be liable for any losses, damages, costs, claims and demands which the Service Provider may incur or sustain whilst carrying out or providing the Services contemplated in this Agreement.

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- 3.4 Neither Party shall be liable to the Other Party in respect of any claim for loss or damage arising from acts of war or terrorism, nuclear or radioactive emissions, any incidence of toxic mould, or from or related to asbestos
- 3.5 The Service Provider hereby indemnifies the IDC from any liability arising or alleged to arise out of any failure of the goods and/or Services to conform to any laws, orders, regulations, requirements or standards. The Service Provider shall bear any cost of inspection of the goods and/or Services if so required by any law and/or regulation.
- 3.6 Unless otherwise provided in any further written Agreement, neither Party shall be liable to the other for any indirect, consequential, special, incidental or punitive damages, including without limitation, loss of use or lost business, revenue, profits, anticipated savings, reputation or goodwill arising in connection with the contracted work.
- 3.7 Nothing in these Terms and Conditions shall restrict either Party's liability for:
- 3.7.1 Fraud; or
 - 3.7.2 Death or personal injury caused by its negligence or intentional or wilful act;
 - 3.7.3 Damage to real or tangible personal property caused by its negligence or intentional or wilful misconduct; or
 - 3.7.4 Any breach of obligations under these Terms and Conditions in respect of confidentiality and intellectual property; or
 - 3.7.5 Any other liability that cannot be excluded by law.
- 3.8 Subject to clause 3.7, the overall cumulative liabilities of each Party in respect of direct losses arising under or in connection with this Agreement shall not exceed two times the Contract Fee.

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- 3.9 The Service Provider undertakes to take up professional indemnity and third party insurance cover, which includes cover for the Services to be undertaken under this Agreement and shall provide proof thereof to the IDC upon request.

4. PAYMENT OF CONTRACT FEE

- 4.1 IDC shall pay the Service Provider the Contract Fee for the provision of the Services, in accordance with the payment methodology and schedule as set out in Annexure "B" hereto.
- 4.2 All tax invoices of the Service Provider shall contain the IDC's VAT number, the Service Provider's VAT number, if applicable, and the address of both Parties.
- 4.3 Payment shall be made within 30 (thirty) days upon receipt of an original tax invoice(s) furnished by the Service Provider, in accordance with the delivery and approval of services rendered in line with the provisions of Annexure "A".
- 4.4 All money due to the Service Provider shall be paid into the Service Provider's bank account, which bank account details shall be confirmed by the relevant bank and submitted to the IDC, on the bank's letterhead or with a bank's stamp.
- 4.5 All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the IDC to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the IDC. The amounts reimbursed for the portion financed by KfW may, with KfW's consent, be used again, principally for further implementation of the Project.

5. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the Service Provider while

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rendering the Services shall become the property of IDC, unless such property was owned by the Service Provider prior to conclusion of this Agreement.

6. CONFIDENTIALITY

6.1 All information, however communicated or recorded and whatever form it takes, provided by the IDC to the Service Provider in connection with this Agreement shall be for the Service Provider's exclusive use and may not be divulged by the Service Provider to any natural or legal person (save as may be required under this Agreement or by the nature of the concept), in which case either party shall ensure that such person undertakes to be bound by the terms similar to this clause. Such action shall not be taken without the prior written consent of IDC, which consent shall not be unreasonably withheld.

6.2 The restrictions referred to in clause 6.1 shall not apply to information which:

6.2.1 is now in or hereafter enters the public domain other than as a result of a breach by one party of its obligations in terms of this clause 6;

6.2.2 is known to one party prior to disclosure by the other to it or independently developed by it; and

6.2.3 is disclosed in good faith to it by a third party legally entitled to disclose same.

7. COMMENCEMENT AND TERMINATION

7.1 Notwithstanding the date of signature of this Agreement, it shall be deemed to have commenced on *[insert date]* (the Commencement Date) and shall come to an end on *[insert date]* (the Termination Date).

7.2 This Agreement may be terminated by either party, on giving of 30 (thirty) days written notice, terminating this agreement.

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7.3 The Service Provider shall remain liable for delivery of the Services recorded in Annexure "A", notwithstanding the expiry of the Termination Date, until such services have been delivered to the satisfaction of IDC or the Parties agree otherwise.

7.4 Within 30 (thirty) days of receipt of any notice of cancellation/termination of this Agreement by any of the parties, the Service Provider shall deliver to IDC all reports and other related documentation.

8. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unfavorable for any reason, such provision shall be deemed to be *pro non-scripto* but without affecting, injuring or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties in regard to the subject hereof. It is expressly agreed that the ToR is included in this Agreement.

10. AMENDMENTS

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by the parties.

11. ASSIGNMENT

The rights and obligations under this Agreement are personal to each of the parties and, save as provided in this Agreement, may not, without the prior written consent of the other party be assigned to any other person.

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12. GOVERNING LAW

- 12.1 All matters arising from or in connection with this Agreement, its validity, existence or termination shall be determined in accordance with the laws of the Republic of South Africa.
- 12.2 The Service Provider and the IDC agree to act fully in compliance with applicable data protection and other related laws. The IDC agrees that the Service Provider may collect, process, use and store personal information for purposes of :
- (i) providing the services,
 - (ii) maintaining its internal administrative or client relationship management systems, including the use of third-party outsourced service providers,
 - (iii) quality and risk management reviews and
 - (iv) providing the IDC with information about its range of services in line with the purpose for which the personal information was obtained for.
- 12.3 The IDC agrees that a firm within the Service Provider's global network may transfer personal information across country borders in furtherance of the purpose for which the information was obtained and the Service Provider agrees to ensure that such firm within the Service Provider's global network entity/ies/ Country/ies/ Jurisdiction/s have policies which are either equivalent to IDC's data privacy standards or higher only with the written consent of the IDC.
- 12.4 The Service Provider agrees that it will furnish the IDC with a list of all its third-party outsourced service providers, its firm/s within its global network and Country/ies/ Jurisdiction/s where the IDC's data subject's personal information has been transferred for further processing, use or storage and the Service Provider will provide the IDC with certification confirming destruction of the data subject's personal information when the continued processing, use, transfer or storage is no longer in line with the purpose for which it was obtained or where the purpose has been duly fulfilled.

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- 12.5 The Service Provider further agrees that it will adhere to all laws relating to cross border transfer of data.

13. ARBITRATION

At the option of either party, any dispute arising out of this Agreement shall be submitted to and determined by arbitration under the rules of Arbitration Foundation of South Africa. The venue for arbitration will be Johannesburg, South Africa.

14. FORCE MAJEURE

- 15.1 If any party fails to perform its obligations in terms of this Agreement because of an event beyond its reasonable control, that party will not be liable, subject to the terms of this clause, for any loss or damage resulting from its non-performance. Events beyond a party's reasonable control will include one or more of the following:

14.1.1 events recognized as casus fortuitis acts of God;

14.1.2 epidemic, flood, earthquake or like natural disaster;

14.2 To avoid liability for non-performance, the defaulting party must notify the other party of the nature of the event and the commencement date thereof within 14 (fourteen) days of the event coming to the knowledge of the defaulting party. The defaulting party must also notify the other party within 14 (fourteen) days of the event ending.

- 14.2.1 If the event of the force majeure subsists for more than 90 (ninety) consecutive days, any party will have the right to terminate this Agreement. The remaining parties or party, as the case may be, will be entitled to complete the Scope of Work exclusive of the terminating party or parties with no obligation to such terminating party or parties. If the Scope is preceded with, the terminating party or parties will make all reasonable efforts to assign to the remaining party all its rights, titles and interests in and to the Scope of Work, including any contracts with third parties related to the Scope of Work.

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15. BREACH

Should any party breach any provision of this Agreement ("the defaulting party") and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party ("the aggrieved party") requiring it to do so, then the aggrieved party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or at law, to cancel this Agreement without notice or to claim immediately specific performance, in either event, without prejudice to the aggrieved party's right to claim damages.

16. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall submit a statement of all outstanding payments credit notes issued and payments made. Such statements shall also contain the order number, the details and the date of the transaction, the invoice number remittance number and credit note details.

17. NON EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the parties. In the circumstances both parties shall be free to embark on potential terms of reference with other parties.

18. DOMICILIUM

18.1 For the purpose of this Agreement, the parties choose domicilium citandi et executandi as follows: -

18.1.1 The Service Provider shall provide its address and, telephone number and fax number in Annexure "D"; and

18.1.2 IDC at 19 Fredman Drive, Sandown, 2196, South Africa.

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18.2 All notices to be given in terms of this Agreement shall be presumed to be received, until proved to the contrary.

18.3 Each party may, by notice in writing to the other party, alter its addresses set out in this Agreement.

19. CONFLICT OF INTEREST AND CORRUPTION

19.1 The Service Provider warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than IDC), the Service Provider shall immediately give written notice of the conflict of interest, or the risk of it, to IDC.

19.2 The Service Provider shall take all reasonable measures to ensure that its employees do not engage in any activity or obtain any interest that is in conflict with providing Services to IDC fairly and independently. The Service Provider shall immediately give written notice of any conflict of interest relating to the activities of interest of any of its employees, agents or subcontractors to IDC.

19.3 If the IDC is given notice of a conflict of interest as required above or the Service Provider breaches any provision of this clause 19, the IDC may, at its own discretion, terminate this Agreement by giving the Service Providers 30 (thirty) days or less, written notice to that effect.

19.4 No Party to this Agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that is illegal under any applicable laws or regulations.

19.5 No Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

19.5.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of the IDC, state-owned enterprise or any

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subdivisions/subsidiary thereof, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official");

- 19.5.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:
- 19.5.3 influence any official act or decision, or;
- 19.5.4 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
- 19.5.5 induce an Official to use his or her influence to affect or influence a decision or act of the IDC, or;
- 19.5.6 assist the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;
- 19.5.7 to obtain or secure an unfair or improper advantage for the Parties in any respect.
- 19.6 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Agreement.
- 19.7 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

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19.8 Without detracting from its obligations set out in clauses 19.1 to 19.7, the Service Provider agrees to uphold and comply to the provisions of the Declaration of Undertaking attached hereto as Annexure "C".

20. BEE STATUS

20.1 In instances where the Service Provider's B-BBEE levels are higher than a Level 4 with Empowering Supplier Status it shall endeavour to maintain its current B-BBEE level. In instances where a decrease in the B-BBEE levels is envisaged, such a decrease should not be lower than a B-BBEE Level 4 with Empowering Supplier Status.

20.2 The IDC shall also further reserve the right to, at any time, review the minimum levels and the Service Provider shall agree to a B-BBEE commitment plan to ensure that the requisite B-BBEE levels are met and/or maintained during the tenure of this Agreement.

20.3 In instances where a lapse below a B-BBEE Level 4 occurs, the Service Provider will identify the gaps and provide a commitment plan linked to specified timelines to achieve the minimum levels or to improve thereon.

21. REPRESENTATION

21.1 The IDC has assigned a Representative to co-ordinate and provide overall guidance in terms of strategy, policy standards and priorities as deemed appropriate for the provision of the Services by the Service Provider and as a single point of contact.

21.2 The Service Provider shall appoint a Representative, from the Commencement Date and provide contact details of such Representative within 7 days therefrom, who shall have overall responsibility for managing and coordinating the performance of the Service Provider's obligations under this Agreement and who will have the authority to act for and on behalf of the Service Provider in respect of all matters relating to this Agreement.

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22. PUBLIC STATEMENTS

The Service Provider is prohibited from making any presentations, representations, public comment, publication or advertisement that mentions the IDC's relationship to the Service provider, without the prior written approval of IDC and shall not use any of IDC's logos or trade marks on its own publications or anywhere without the IDC's prior written approval.

23. SUBCONTRACTING

The Service Provider shall not subcontract all or any portion of the Service set out in Annexure "A", without IDC's prior written consent, which shall not be unreasonably withheld.

24. COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all relevant laws, which may change from time to time, and the requirements of any statutory authority in performing Services set out in Annexure "A". The Service Provider undertakes to provide IDC with a valid South African Revenue Services tax clearance certificate throughout the duration of this Agreement.

25. RIGHT TO AUDIT

25.1 The Service Provider shall establish and maintain a reasonable accounting system that enables the IDC to readily identify the Service Provider's assets, expenses, costs of goods, and use of funds in relation to the Service.

25.2 The IDC and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Service Provider, including, but not limited to those kept by the Service Provider, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including

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proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled cheques; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance certificates (and, if permitted by the Services Provider's insurers at the time, suitable documents) ; payroll documents; timesheets; memoranda; and correspondence.

- 25.3 The Service Provider shall, at all times during the term of this Agreement and for a period of 5 (five) years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials.
- 25.4 The Service Provider shall at any time requested by the IDC, whether during or after completion of this Agreement, and at the Service Provider's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the IDC. Such records shall be made available to the IDC during normal business hours at the Service Provider's office or place of business and subject to a three day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the IDC.
- 25.5 The Service Provider shall ensure that the IDC has these rights with the Service Provider's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Service Provider and any subcontractors to the extent that those subcontracts or Agreements relate to fulfilment of the Service Provider's obligations to the IDC.
- 25.6 Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the IDC unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Service Provider to the IDC in excess of one-half of one percent (.5%) of the total contract billings, the Service Provider shall reimburse the IDC for the total costs of the audit.

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If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the IDC may recoup the costs of the audit work from the Service Provider. Any adjustments and/or payments that must be made as a result of any such auditor inspection of the Service Provider's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the IDC's findings to the Service Provider.

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SIGNED at _____ on _____ 2024

For: *[Insert Name of Service Provider]*

1 DIRECTOR

who warrants that he/she is duly authorised thereto as evidenced by Annexure E

SIGNED at _____ on _____ 2024

2 For: INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED

who warrant that they are duly authorised thereto

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SCOPE OF WORK

[Insert Scope of Work as based on ToR read with the Technical Proposal]

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Contract Fee

[Insert contract fee as based on the Financial Proposal and agreed with the Service Provider]

For the Services to be rendered by the Service Provider under this Agreement the Employer shall pay the sum of

[•] in [ZAR]

5 ("Contract Fee").

The Contract Fee is composed of:

[Lump sum payments:]	[•] in [ZAR]
[Input based payments]	[•] in [ZAR]
[Ancillary expenses lump sum ¹]	[•] in [ZAR]
[Ancillary expenses upon proof]	[•] in [ZAR]

1. Terms of payment

The Service Provider's remuneration shall be paid against presentation of an invoice presented to IDC, indicating the BMZ-No. **201870021** as follows:

XX ZAR	(xx) interim payments in quarterly instalments
XX ZAR	as the final payment due after approval of the final project report by the IDC and KfW

2. Method of payment

Initial	Initial	Initial
---------	---------	---------

The method of disbursement shall be the direct disbursement procedure. The Service Provider shall address and send its invoices to the IDC. The Employer will validate the correctness of any invoice and forward these to KfW for direct disbursement to the account of the Service Provider indicated below:

Service Provider 's bank account details :

Account Name: XXX

Name of Bank: XXX

IBAN / Account Number: XX BIC/SWIFT

Code: XXX

3. Statement of Costs

[Include based on financial proposal]

Initial	Initial	Initial
---------	---------	---------

[Insert KfW Declaration of Undertaking]

Initial	Initial	Initial
---------	---------	---------

DETAILS OF SERVICE PROVIDER

Physical Address:		
Postal Address:		
Telephone Number:		
Email:		
Contact Person:		
Bank Details:	Bank:	
	Account Holder:	
	Account Number:	
	Branch:	
	Branch Code:	
Commencement Date:		
Termination Date:		
Estimated Contract Fee		
BBB-EE Status		

Initial	Initial	Initial
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ANNEXURE "E"

- [Company Resolution Authorising a Company Signatory] -