INDUSTRIAL DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS FOR THE ESTABLISHMENT OF A BUSINESS TURNAROUND AND INTERIM MANAGERS PANEL

RFP number	**T65-11-26**
Issue date	**16 November 2026**
Closing date and time	**30 November 2026**
Tender validity period	**160 days from the closing date and time**
Responses to this RFP should ONLY be forwarded to:	https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/IgBtkZ9KnY_1RJ0x2wf56n_2ATNbMfoZj9lKvEKfg_bcANA

NB: All enquiries regarding this RFP must be forwarded to the Procurement Specialist Luyanda Sibali at luyandas@idc.co.za within three (3) days after the RFP has been issued. No enquiries from bidders will be entertained after the closing date of this RFP and during the subsequent evaluation processes. IDC however reserves the right to clarify any information with any bidder regarding their response to this RFP.

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SECTION 1: GENERAL CONDITIONS OF BID

SECTION 1: GENERAL CONDITION OF BID

1. PROPRIETARY INFORMATION

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

2. ENQUIRIES

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

Name:	**Luyanda Sibali**
Telephone Number: Office:	**011 269 3385**
Email address:	**luyandas@idc.co.za**

2.2. Enquiries in relation to this RFP will not be entertained after **23 November 2026.**

2.3. The enquiries will be consolidated, and IDC will issue one response, and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e., next to the same RFP document.

2.4. The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. BID VALIDITY PERIOD

3.1. Responses to this RFP received from bidders will be valid for a period of **160** days counted from the bid closing date.

4. INSTRUCTIONS ON SUBMISSION OF BIDS

4.1. Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.

4.2. Bid responses should be in generally acceptable / standard electronic file format/s (i.e., Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.

4.3. The closing date for the submission of bids is **30 November 2026** not later than 11h00 AM (before midday). No late bids will be considered. Bids must only be sent to ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgBtkZ9KnY_1RJ0x2wf56n_2ATNbMfoZj9lKvEKfg_bcANA***

4.4. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is received by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgBtkZ9KnY_1RJ0x2wf56n_2ATNbMfoZj9lKvEKfg_bcANA***

4.5. Bidders are advised to submit / send its bid responses at least 30 minutes before the 11h00 AM deadline to avoid any technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.

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

4.6.1. bid responses sent to the incorrect email address.
4.6.2. bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders.
4.6.3. any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain.
4.6.4. bid responses received late due to any IT network related congestions and/or technical challenges; and
4.6.5. bid responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.

4.7. Only responses received via the specified email address will be considered.

4.8. Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic email tender box ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgBtkZ9KnY_1RJ0x2wf56n_2ATNbMfoZj9lKvEKfg_bcANA*** by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**

4.9. Amended bids may be sent to the electronic tender box ***https://idcza-my.sharepoint.com/:f:/g/personal/moitlisim_idc_co_za/lgBtkZ9KnY_1RJ0x2wf56n_2ATNbMfoZj9lKvEKfg_bcANA*** **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

5. PREPARATION OF BID RESPONSE

5.1. All the documentation submitted in response to this RFP must be in English.

5.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.

5.3. Bids submitted by bidders which are companies or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

5.4. The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.

5.5. Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

5.6. In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then the Prime Contractor must not hold lower % of the contract value than **any** of the subcontractors.

6. SUPPLIER PERFORMANCE MANAGEMENT

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

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

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

7. ENTERPRISE AND SUPPLIER DEVELOPMENT

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

8. IDC'S RIGHTS

8.1. The IDC is entitled to amend any bid condition, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

8.2. The IDC is entitled to extend bid validity period before the expiry of the initial bid validity period. The extension request will be issued to all bidders in writing, and bidders are expected to respond to the extension request in writing, failure to accept the extension will result in the bidder's exclusion from the bid process.

8.3. The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and financially advantageous to the IDC.

8.4. The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.

8.5. The IDC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.

8.6. 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).

8.7. The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.

8.8. 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.

9. UNDERTAKINGS BY THE BIDDER

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

9.2. The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.

9.3. The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

9.4. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated

in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

9.5. The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.

9.6. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. REASONS FOR DISQUALIFICATION

10.1. The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

10.1.1. bidder whose Tax Status is non-compliant, after they have been notified accordingly and still remain non-compliant;

10.1.2. bidder who submit incomplete information and documentation according to the requirements of this RFP document;

10.1.3. bidder who submit information that is fraudulent, factually untrue, or inaccurate information;

10.1.4. bidder who receive information not available to other potential bidders through fraudulent means;

10.1.5. bidder who do not comply with any of the mandatory requirements as stipulated in the RFP document;

10.1.6. bidder who fail to comply with POPIA requirements as listed herein

10.1.7. bidder, as the prime contractor, who holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s).

10.1.8. bidder who fails to submit a Board resolution confirming that the person who signed this bid is authorised to do so.

10.1.9. bidder (or any of its directors, shareholders, members, trustees, partners, beneficial owners or controlling persons) who is found to have any ownership, management, control or other material business relationship with any reference provided in support of this bid, consortium or joint venture member, subcontractor.

11. RETURNABLE SCHEDULES

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

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

11.2. Schedule 1:

11.2.1. Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

11.3. Schedule 2:

11.3.1. Copy of Board Resolution, duly certified.

11.3.2. Originally certified copy of ID document for the Company Representative.

11.3.3. Annexure 2: Acceptance of Bid Conditions and Bidder's Details (duly completed and signed).

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

11.3.5. Annexure 4: Bidders Disclosure (duly completed and signed).
11.3.6. Annexure 5: Shareholders and Directors Information (duly completed and signed)
11.3.7. Annexure 6: BEE Commitment Plan.
11.3.7.1. Bidders must submit a B-BBEE verification certificate. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.
11.3.8. Annexure 7 Disclosure Statement (duly responded to).
11.3.9. Annexure 8 Privacy & Protection of Personal Information (duly completed and signed, if applicable).
11.3.10. Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.
11.3.11. Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

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

11.4. Schedule 3:

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

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

11.5. Schedule 4:

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

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

12. EVALUATION CRITERIA AND WEIGHTINGS

Bids shall be evaluated in terms of the following process:

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

- IDC will make use of the Central Supplier Database (CSD) to access key information which is required to conduct supplier vetting including Company Registration status, tax compliance status and any other relevant checks conducted on CSD.
- In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then IDC will evaluate the information provided in Annexure 2 (Acceptance of Bid Conditions and Bidder's Details) and if determined that the Prime Contractor holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s), then the bid will be disqualified.
- Submission of ID copy for the Company Representative as referenced in 11.3.2 above.
- BEE Status Certification as referenced in 11.3.7.1 above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:

- Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP.
- Section 3: Cost Proposal and Price Declaration Form.
- Annexure 1: Response Format for Section 2.
- Annexure 2: Acceptance of Bid Conditions.
- Annexure 3: Tax Compliance Requirements.
- Annexure 4: Bidder's Disclosure.
- Annexure 5: Shareholders' Information/ Group Structure.
- Annexure 6: BEE Commitment Plan.
- Annexure 7: Disclosure Statement.
- Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements.

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

12.2. Phase 2: Technical/ Functionality Evaluation

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

12.2.1. Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Other Functional Requirements. The Mandatory Functional Requirements are stated in section 2 of this RFP document.

Note: Failure to comply with the Mandatory Functional Requirements assessed in this phase will lead to disqualification of bids.

12.2.2. Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

Number	ELEMENT	WEIGHT
1	Relevant Experience and Qualifications of Interim Manager/Chief Restructuring Officer	35
2	Relevant Experience and Qualifications of Turnaround Specialist	35
3	Relevant Experience of Bidding Entity	30
TOTAL		**100**

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

12.3. Phase 3: Preference Point System

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

CRITERIA	POINTS
Specific Goals[1]	**20**

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

SPECIFIC GOALS	POINTS
	20 system
Black ownership [2]	**10**
30% Black women ownership	**5**

Any % of ownership by Black Designated Groups[3]	**2**
Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE)	**3**
TOTAL POINTS	**20**

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

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

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

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

12.4. Phase 4: Objective Criteria

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

12.4.1. Objective Criteria are:

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

- Reputational Risk: This will be assessed in line with the bidder's disclosure (Refer to Annexure 7: Disclosure statement of this document) and the outcome of the risk screening process conducted by the IDC which considers amongst other things, adverse media, sanctions listing, etc.
- Concentration Risk: Over exposure to a single bidder.
- The bidder's financial capability in relation to the execution of the contract.
- The bidder's past performance in IDC contracts.

13. PROMOTION OF EMERGING BLACK OWNED SERVICE PROVIDERS

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals scoring listed in 12.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS

1. SPECIAL INSTRUCTIONS TO BIDDERS

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

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

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

2. BACKGROUND INFORMATION

The Industrial Development Corporation of South Africa’s primary objectives is to promote the establishment of new industries and the development of existing industries. This objective is achieved by developing, supporting and funding of projects and deals in new and existing industries aligned to the industrial goals of South Africa. The IDC offers funding, investment and support in the following sectors:

- Agro-Processing and Agriculture;
- Automotive and Transport Equipment;
- Basic and Speciality Chemicals;
- Chemicals, Pharmaceuticals & Industrial minerals Products;
- Clothing & textiles, Wood Products;
- Infrastructure;
- Energy;
- Heavy Manufacturing;
- Machinery, Equipment and Electronics;
- Mining and Metals; and,
- Media & Audio Visual

The IDC is also responsible for managing the deals and projects through to completion and commercial operation including portfolio management in the Client Growth and Support Division. Within this division some companies may become distressed due to market and operational reasons.

The IDC within its Business Advisory and Turnaround Department (which forms part of the Client Growth and Support Division) identifies business partners who are in distress and seek to assist them with a diagnostic and turnaround strategy. In most cases urgent intervention is required from specific industry and turnaround specialists.

A panel is established for this purpose to assist the IDC business partners with the necessary skills to turn the business around or plug in the necessary skills set needed (e.g. Interim Managers such as CFOs or CROs, Business Rescue Practioners to assess current state of businesses under consideration). Services are clearly stipulated under 3.1 and 3.2 below.

Business Advisory & Turnaround Department provides general advisory services to segments, SBU and distressed clients.

3. SCOPE OF WORK/TERMS OF REFERENCE

The panellists are expected to achieve the following outcomes if they are selected for a particular assignment.

- Do a deep dive diagnosis to identify the root cause of distress and severity of distress in Business Partners.
- Determination of the business case to establish the prospect of the business turnaround.
- Where applicable, develop a Stabilisation (including funding requirements, if any), based on the assessment of the business case, aimed at sustaining company operations on the short to medium term.
- To develop bankable and comprehensive turnaround plans that meet the requirements of IDC and other strategic stakeholders.
- In particular and where applicable, the turnaround plan should firstly address the Operational Restructuring before any consideration is given to the Balance Sheet Restructuring.
- Where applicable, manage the implementation of the approved turnaround plans and report on the progress or any other associated business turn-around and advisory support services which may be required at the time.
- Where applicable, develop and implement exit plan where the best option for IDC is to exit the investment.

The appointed bidder should provide two key resources that will provide the following scope of services:

3.1. Interim Manager/Chief Restructuring Officer (CRO)

- Assume executive leadership and management responsibility for the business.
- Lead business stabilization, cash preservation, operational improvement, and restructuring initiatives.
- Conduct business case assessment
- Develop and execute turnaround, recovery, and funding plans.
- Manage day-to-day operations (including control of the bank account) and business performance during periods of distress, transition, or uncertainty.
- Lead stakeholder engagement with boards, shareholders, lenders, funders, regulators, employees, customers, and suppliers
- Drive implementation of strategic, operational, financial, and organizational restructuring initiatives.
- Assume accountability for turnaround outcomes and value preservation.
- Manage transition and handover to permanent leadership upon completion of the assignment.

3.2. Turnaround Specialist

- Conduct detailed diagnostics and root-cause analysis to identify the causes and severity of business distress.
- Assess operational, technical, financial, strategic, governance, and market-related challenges.
- Assess and advise on the business' costing and costing of contracts, where appropriate.
- Assess and advise on operational turnaround interventions.
- Consider and advise on Balance sheet restructuring options.
- Assess and advise on staffing needs of the business.
- Consider options available to turnaround the business (formal and informal interventions).
- Develop stabilization, restructuring, turnaround, and funding strategies.
- Co-create bankable turnaround and funding plans with IDC and management teams.
- Provide implementation support, monitoring, and progress reporting.
- Advise management and stakeholders on recovery initiatives and performance improvement measures.
- Identify key risks and recommend mitigating interventions.
- Support stakeholder alignment around turnaround objectives.

The required services have been categorised as reflected below. Bidders must indicate in the table below, with a **tick (**✓) the categories the bidder is bidding for.

Services Category		**Please Tick**
1	Agro-Processing and Agriculture	
2	Automotive and Transport Equipment	
3	Basic and Speciality Chemicals	
4	Chemicals, Pharmaceuticals & Industrial minerals Products	
5	Clothing & textiles, Wood Products;	
6	Infrastructure	
7	Energy	
8	Heavy Manufacturing;	
9	Machinery, Equipment and Electronics	
10	Mining and Metals	
11	Media & Audio Visual	

Note: Bidders can bid for more than one category and must ensure that they provide evidence of experience in each service category the bidder is bidding for.

4. ENGAGEMENT MODEL

To promote fairness, transparency, competitiveness, and value for money, all work awarded under this panel arrangement will be allocated through a Request for Quotation (RFQ) process among appointed panel members, as follows:

The brief outlining the scope, objectives, deliverables, timelines, location, and complexity of the assignment for the first project after appointment will be issued to a minimum of 3 suppliers for non-complex and low to medium exposure projects.

The panellist who will be appointed on the first project will not be invited to take part in the next project as the RFQ will be restricted to the other panellists that would have been allocated any work.

This process will be followed until all panellists have had an opportunity to provide a service. However this will also be guided by the quality of work that will be provided by panellists.

For highly complex or specialised assignments, technical capability will take precedence, supported by locality considerations where practical. A rate range per resource will be agreed upon with the appointed service providers, consequently no fees/invoices will be settled by IDC above the agreed fee cap.

Work will be distributed on a rotational basis where possible, with terms of reference issued to service provider. Allocation records will be maintained and reviewed periodically to ensure equitable participation across the panel.

5. PROJECT TIMELINES

The IDC intends to appoint the panellists by February 2027 when the current panel term comes to an end. The panel will run for 5 years from date of award.

6. TECHNICAL EVALUATION CRITERIA

6.1. Technical Requirements

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

6.1.1 RELEVANT EXPERIENCE AND QUALIFICATIONS OF INTERIM MANAGER/CHIEF RESTRUCTURING OFFICER	PARTIALLY COMPLY	COMPLY	NOT COMPLY
The bidder must propose an Interim Manager/Chief Restructuring Officer (CRO) who holds the following experience and qualifications: • Relevant tertiary qualification in Business, Finance, Engineering, Law, Accounting, Commerce, or related field. • Minimum 10 years' executive leadership experience in a corporate environment. • Demonstrated experience as a CEO, COO, CFO, CRO, Executive Director, Business Unit Head, or equivalent senior leadership role. • Proven track record of leading and executing business turnarounds, restructurings, or recovery programmes. • Strong financial, operational, strategic, and stakeholder management capabilities. • Experience engaging with boards, shareholders, lenders, and funders. Please attach a CV not exceeding 3 pages addressing the above. **Bidders must complete Annexure 1 Table A with their proposed key personnel.**			
Substantiate / Comments			

6.1.2 RELEVANT EXPERIENCE AND QUALIFICATIONS OF TURNAROUND SPECIALIST	PARTIALLY COMPLY	COMPLY	NOT COMPLY
The bidder must propose a Turnaround Specialist who holds the following experience and qualifications: • Relevant tertiary qualification in Business, Finance, Engineering, Law, Accounting, Commerce, or related field. • Demonstrated experience conducting business diagnostics and developing turnaround, restructuring, recovery or funding plans. • Minimum 8 years' experience in turnaround management, restructuring, corporate advisory, business rescue, performance improvement, consulting or related disciplines. • Strong analytical, financial modelling, business planning and problem-solving skills. • Proven stakeholder engagement and project management capability. • Professional memberships or certifications in industry will be advantageous. Please attach a CV not exceeding 3 pages addressing the above. **Bidders must complete Annexure 1 Table A with their proposed key personnel.**			
Substantiate / Comments			

6.1.3. RELEVANT EXPERIENCE OF BIDDING ENTITY	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The bidder must have relevant experience in providing turnaround advisory services and / or interim management services (CRO) within the stipulated service category selected in 3.2 above. The bidder must provide at least two (2) contactable references per service category for relevant work where the completion date is in the past seven (7) years. Reference letters from the client will also be accepted. **Bidders must complete Annexure 1 Table B with their contactable references.**			
Substantiate / Comments			

SECTION 3: COST PROPOSAL

SECTION 3: COST PROPOSAL

Bidders are required to complete the rate table below; however, the rates provided will be used for information and benchmarking purposes only and will not influence the evaluation process or award of the contract.

All rates are to be quoted in ZAR and fixed for the duration of the panel.

1. Consultant Rate Card (ZAR per Hour)

	Role	Experience	Rate (R/Hour)
1	Administrative Support	1-3 years	
2	Project Administrator	2-5 years	
3	Junior Business Analyst	1-3 years	
4	Business Analyst	4-7 years	
5	Senior Business Analyst	8+ years	
6	Change Management Consultant	5-10 years	
7	Project Manager	5-10 years	
8	Senior Project Manager	10+ years	
9	Programme Manager	12+ years	
10	Project Management Office Lead	8+ years	
11	Procurement Consultant	5-10 years	
12	Sourcing Specialist	5-10 years	
13	Commercial Manager	8+ years	
14	Contract Manager	5-10 years	
15	Change Lead	10+ years	
16	SAP Functional Consultant	5-10 years	
17	SAP Solution Architect	10+ years	
18	Enterprise Architect	10+ years	
19	Technical Architect	8+ years	
20	Data Analyst	3-7 years	
21	Data Scientist	5-10 years	
22	Cyber Security Consultant	5-10 years	
23	Subject Matter Expert (SME)	10+ years	
24	Executive Advisor	15+ years	

2. SAICA-qualified professionals (CA(SA))

Role Category	Rate per Hour
Junior CA(SA)	
CA(SA) Consultant	
Senior CA(SA) Consultant	
Finance Manager	
Financial Controller	
CFO / Executive Advisor	

SECTION 4: ANNEXURES

ANNEXURE 1: RESPONSE FORMAT FOR SECTION 2

Bidder's Experience and the proposed Project Team

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

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

The bidder must provide the following information:

Table (a) Details of the key personnel of the bidders' proposed team: (please refer to par 6.1.1 and 6.1.2 of Section 2 of this RFP document):

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

Table (b) Relevant Experience Bidding Entity *(*please refer to Section 2 par 6.1.3):

Client' Name	Service Category (Industry)	Project Value	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities	Name, title and telephone contact of client

Table (C) Company profile and Organisational Structure:

Information Required	
Geographical Footprint: Headquarters and branch locations	
About Us: Industries served and key differentiators	
Products and Services: a detailed list of specialised capabilities and service offerings	
Leadership Team:	
Organisational Structure: Directors, Management and Operational Teams	

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

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

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

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

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

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

BIDDING STRUCTURE

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

REQUIRED INFORMATION

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

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Email address	
Postal Address	
Physical Address	

Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

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

ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
2.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
2.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
2.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
2.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	

ANNEXURE 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full name	Identity Number	Name of State Institution

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……..

……..

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	..……
Signature	Date
……	……
Position	Name of bidder

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

ANNEXURE 5: SHAREHOLDERS AND DIRECTORS INFORMATION

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

1. Shareholders/ Members

Name of the shareholder	ID Number	Race	Gender	% Shares

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

2. Trust Information

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

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

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

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

4. Directors

Name of the shareholder	ID Number	Race	Gender

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

…….. ..……

Signature Date

…… ……

Position Name of bidder

ANNEXURE 6: BEE COMMITMENT PLAN

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

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

ANNEXURE 7: DISCLOSURE STATEMENT

In terms of the tender condition 8.5, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

1. The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to apply its objective criteria to award any bidders whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.

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

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

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

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

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

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

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

SIGNED _____ **DATE** _____

(Print name of signatory) _____

Designation _____

FOR AND ON BEHALF OF:

COMPANY NAME _____

Tel No _____

Fax No _____

Cell No _____

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

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

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

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

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

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

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

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

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

LAWFUL BASIS FOR PROCESSING PERSONAL INFORMATION

The IDC processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"). Personal information provided through this tender process may be processed on the basis of consent of the data subject, compliance with a legal obligation, performance of a public law duty by the IDC, performance of a contract or steps preceding the conclusion of a contract, protection of the legitimate interests of the data subject, and/or the legitimate interests of the IDC or a third party. The bidder confirms that where personal information relating to employees, directors, shareholders, trustees, subcontractors, consultants or any other data subjects is submitted to the IDC, the bidder has obtained the necessary authority, consent or other lawful basis required in terms of POPIA. Data subjects may object to the processing of personal information or withdraw consent where consent is the lawful basis for processing, subject to any legal, regulatory or contractual obligations requiring continued processing.

NOTICE TO DATA SUBJECTS

Personal information submitted in response to this tender is collected for the purposes of supplier due diligence, tender evaluation, contract award and administration, governance, risk management, compliance monitoring, audit and assurance activities, fraud prevention and detection, and compliance with applicable legal and regulatory requirements. The IDC may disclose personal information to regulators, law enforcement agencies, National Treasury, SARS, external auditors, professional advisers, verification agencies and other parties where required by law. Data subjects have the right to access, correct and object to the processing of their personal information in accordance with POPIA and may lodge a complaint with the Information Regulator. Failure to provide personal information required in the tender documentation may result in the IDC being unable to conduct supplier due diligence, verify compliance requirements, evaluate the tender submission, conclude a contract, or may result in disqualification where such information is mandatory.

ADDITIONAL REQUIREMENTS FOR OPERATORS

Where a supplier or business partner processes personal information on behalf of the IDC, such supplier shall be regarded as an Operator as contemplated in POPIA and shall process personal information only on documented instructions from the IDC. The Operator shall implement appropriate technical and organisational security measures to safeguard personal information, restrict access to authorised personnel with a legitimate business need, maintain appropriate information security policies and controls, cooperate with IDC audits, assessments and compliance reviews, and maintain records of information security incidents affecting IDC information.

SECURITY INCIDENT AND DATA BREACH NOTIFICATION

The Operator shall notify the IDC immediately, and not later than twenty-four (24) hours after becoming aware of any actual or suspected personal information breach, unauthorised access to information, loss of personal information, unauthorised disclosure of personal information, cybersecurity incident, or any event affecting the confidentiality, integrity or availability of IDC information. Such notification shall include details of the nature of the incident, the information affected, corrective actions implemented, and measures taken to prevent recurrence. The Operator shall cooperate fully with the IDC in investigating, mitigating and reporting any security compromise, including compliance with the IDC's obligations under Section 22 of POPIA.

ONGOING MONITORING

The IDC reserves the right to conduct ongoing assessments of Operator compliance and may require the submission of annual compliance attestations, security questionnaires, security certification reports, audit reports, or other evidence reasonably required to verify continued compliance with POPIA. Failure to comply with these requirements may constitute a breach of contractual obligations and may result in corrective action, suspension, or termination of the agreement.

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS

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

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

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

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

SECTION 18 PRIVACY NOTICE FOR BIDDERS

1. PURPOSE OF THIS NOTICE

The Industrial Development Corporation of South Africa Limited (IDC) provides this notice in terms of section 18 of the Protection of Personal Information Act 4 of 2013 (POPIA). It explains how IDC collects and processes personal information in connection with this request for proposal (RFP), including information relating to bidders, prospective bidders, consortium or joint-venture partners, subcontractors, suppliers, directors, members, trustees, shareholders, beneficial owners, authorised representatives, employees, proposed project personnel, referees and other persons whose information is submitted or obtained during the procurement process.

For purposes of this notice, “personal information”, “processing”, “responsible party”, “operator”, “data subject” and “special personal information” have the meanings assigned to them in POPIA.

2. RESPONSIBLE PARTY AND CONTACT DETAILS

IDC is the responsible party for the processing described in this notice.

Industrial Development Corporation of South Africa Limited
Head Office: 19 Fredman Drive, Sandown, Sandton, 2196
Postal address: PO Box 784055, Sandton, 2146
Telephone: 011 269 3000
Call Centre: 0860 693 888
General email: callcentre@idc.co.za
Tender submissions: tenders@idc.co.za

Procurement enquiries must be directed to the procurement contact named in this RFP. Privacy requests may be directed to IDC’s Information Officer or Deputy Information Officer using the current contact details published in IDC’s PAIA Manual or Privacy Statement.

3. INFORMATION COLLECTED

Depending on the requirements of the RFP and the bidder’s structure, IDC may collect and process:

- names, identity or passport numbers, dates of birth, nationality, photographs, signatures and identity-verification documents;
- business and personal contact details, postal and physical addresses;
- company, trust or other registration details, tax and VAT numbers, CSD information, licences and permits;
- directorship, membership, trusteeship, shareholding, beneficial-ownership and group-structure information;
- bid proposals, pricing, banking and payment details, financial statements, tax status, insurance information, contracts, declarations and supporting documents;
- qualifications, professional registrations, employment history, curricula vitae, skills, experience, project roles and availability;
- client and referee details, project histories, performance information, complaints and disputes;
- conflict-of-interest, sanctions, fraud, corruption, litigation, insolvency, regulatory, criminal-behaviour and adverse-media information where processing is lawful and relevant;
- correspondence, enquiry and briefing-session records, system logs, email metadata and security records; and

- other information reasonably required by this RFP, applicable law, Treasury requirements, IDC policy or a resulting contract.

Personal information includes information relating to an identifiable living natural person and, where applicable, an identifiable existing juristic person.

4. SOURCE OF THE INFORMATION

IDC may obtain personal information:

- directly from the bidder, its representatives and persons involved in the bid;
- from consortium or joint-venture partners, subcontractors, advisers, agents, referees and clients;
- from CSD, SARS, CIPC, National Treasury and other government bodies;
- from public registers, regulators, courts, professional bodies, credit bureaux and lawful verification or screening providers;
- from IDC's records of previous applications, bids, contracts, engagements or performance; and
- from publicly available sources, including websites and media, where lawful and relevant.

Where information is not collected directly from the data subject, IDC will rely on an applicable justification or exception under POPIA.

5. PURPOSES OF COLLECTION AND PROCESSING

IDC processes personal information to:

- administer the RFP and communicate with bidders;
- confirm identity, authority, capacity, eligibility and compliance with mandatory requirements;
- evaluate functionality, price, preference points, specific goals, transformation commitments, experience, capability, financial standing and risk;
- verify declarations, references, qualifications, professional registrations, ownership, beneficial ownership, tax status and information submitted in a bid;
- conduct lawful supplier, sanctions, integrity, fraud, corruption, conflict-of-interest, FICA, security and other due-diligence checks;
- make, record and communicate procurement decisions;
- negotiate, conclude and administer a contract, service-level agreement, payment process and supplier-performance process;
- respond to objections, reviews, investigations, litigation and audits;
- comply with legal, regulatory, procurement, public-finance, tax, governance and records-management obligations;
- prevent and detect unlawful conduct, protect IDC's rights, systems, personnel and assets, and establish, exercise or defend legal claims; and
- maintain procurement, governance, audit, reporting, statistical and historical records.

6. WHETHER SUPPLY IS VOLUNTARY OR MANDATORY

Information identified in this RFP as mandatory, or required by law for eligibility, evaluation, due diligence, contracting or payment, must be supplied. Other information is voluntary unless IDC indicates otherwise.

Failure to supply complete, accurate and timely mandatory information may result in IDC being unable to evaluate the bid, verification delays, a request for clarification, a lower score where permitted, disqualification, inability to conclude or perform a contract, suspension of payment or another consequence stated in the RFP or applicable law.

7. LEGAL AUTHORITY FOR COLLECTION

IDC processes personal information where processing is necessary:

- to take steps at a bidder's request before entering into a contract;
- to conclude or perform a contract;
- to comply with a legal obligation;
- to protect a legitimate interest of the bidder or another person;
- for the proper performance of a public-law duty by a public body;
- to pursue IDC's legitimate interests or those of a third party; or
- on the basis of consent where consent is appropriate and legally required.

IDC will not rely on consent where another lawful justification is more appropriate. Withdrawal of consent does not affect processing already undertaken lawfully and may limit IDC's ability to consider or administer a bid where the relevant information remains necessary.

8. RECIPIENTS OR CATEGORIES OF RECIPIENTS

IDC may disclose relevant personal information, subject to legal and confidentiality safeguards, to:

- IDC employees, bid committees, evaluation panel members, advisers, auditors and investigators who require it for the purposes in this notice;
- service providers and operators providing hosting, communications, document management, verification, screening, security, analytics, legal, audit or other support services;
- National Treasury, the Auditor-General, SARS, CIPC, CSD, regulators, law-enforcement agencies, courts and other public bodies where disclosure is required or permitted by law;
- participating public bodies where a procurement is conducted jointly;
- referees, clients, professional bodies, banks, insurers and lawful verification providers; and
- successors, assignees or parties involved in a lawful restructuring, transaction, dispute or legal process.

IDC may publish procurement information where required by law or procurement rules, including bidder names, award information, contract values and reasons for procurement decisions. IDC will not publish identity numbers, banking details or other unnecessary personal information.

9. ACCESS TO, CORRECTION AND DELETION OF INFORMATION

Subject to POPIA and the Promotion of Access to Information Act 2 of 2000 (PAIA), a data subject may:

- ask whether IDC holds personal information about them and request access to it;
- request correction or deletion of personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained;
- request destruction or deletion where IDC is no longer authorised to retain the information;
- object, on reasonable grounds, to processing based on legitimate interests or the performance of a public-law duty; and
- withdraw consent where processing is based solely on consent.

Requests must be submitted to IDC's Information Officer or Deputy Information Officer using the applicable POPIA or PAIA process and must contain sufficient information to

verify the requester's identity and locate the relevant records. A right may be limited where IDC must retain or continue processing information by law, for procurement integrity, contractual performance, audit, legal claims, another person's rights or another lawful reason.

10. RIGHT TO OBJECT AND TO COMPLAIN

A data subject may object to qualifying processing, complain to IDC's Information Officer or Deputy Information Officer, or lodge a complaint with the Information Regulator (South Africa).

Information Regulator (South Africa)
Address: Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191
Telephone: 010 023 5200
Toll free: 0800 017 160
General enquiries: enquiries@inforegulator.org.za
POPIA complaints: POPIAComplaints@inforegulator.org.za
Website: inforegulator.org.za

11. SECURITY SAFEGUARDS

IDC applies reasonable and appropriate technical and organisational safeguards designed to protect personal information against loss, damage, unauthorised destruction, unlawful access and unlawful processing. Measures may include access controls, authentication, encryption where appropriate, secure transmission and storage, logging, monitoring, physical security, confidentiality obligations, operator agreements, backups, vulnerability management, incident response and staff awareness.

Bidders must use the submission channel stated in the RFP, protect bid files and credentials, avoid submitting unnecessary personal information and promptly notify IDC if information was compromised or submitted in error.

12. RETENTION

IDC retains personal information only for as long as necessary for the procurement and related purposes, to comply with contractual, legal, audit, reporting and records-management requirements, to resolve disputes or enforce rights, or for lawful historical, statistical or research purposes subject to appropriate safeguards. Retention periods may differ for successful and unsuccessful bids. When information is no longer required, IDC will delete, destroy or de-identify it in accordance with applicable law and IDC's retention requirements.

13. SPECIAL PERSONAL INFORMATION AND CHILDREN'S INFORMATION

IDC may process special personal information only where relevant, proportionate and lawfully permitted. This may include race or ethnic-origin information for lawful transformation and specific-goal assessments, health or disability information required for accommodation or safety, trade-union membership, political persuasion, religious or philosophical beliefs, or criminal-behaviour information used for lawful vetting, fraud prevention or integrity checks.

IDC does not ordinarily require information concerning a person's sex life, biometric information or children. Bidders must not submit special personal information or children's information unless the RFP expressly requires it or IDC confirms that it is necessary and lawful.

14. INFORMATION ABOUT OTHER PERSONS

If a bidder provides personal information about another person, the bidder must ensure that it is authorised to do so, that the information is accurate, relevant and not excessive,

and that the person has received this notice or an equivalent POPIA-compliant notice before submission, unless a lawful exception applies.

15. ACKNOWLEDGEMENT

By submitting a bid, the bidder acknowledges receipt of this section 18 notice. This acknowledgement is not blanket consent and does not limit any right under POPIA. The bidder confirms that it has brought this notice to the attention of every person whose personal information it submits and has a lawful basis for providing that information to IDC.