



DENEL OVERBERG TEST RANGE

REQUEST FOR TENDER (RFT)

BID NUMBER:	OTT/453/202211
DESCRIPTION OF BID:	Provision of Hospitality Services
CLOSING DATE: Submission of the tender	26 January 2023
CLOSING TIME:	13:00 (CAT)
COMPULSORY BRIEFING:	12 December 2022, 11:00 (CAT)
CLOSING DATE FOR ENQUIRIES:	16 January 2023, 11:00 (CAT)
VALIDITY PERIOD:	90 Days
BID DOCUMENTS DELIVERY ADDRESS:	Denel Overberg Test Range, Arniston Road, Arniston, Western Cape The tender box is situated in the Reception area of the Security building at the main gate and is accessible all hours of the day, seven (7) days a week.
BID ENQUIRY EMAIL ADDRESS:	tenders@denelotr.co.za

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PART A: INVITATION TO BID

The purpose of this RFT is to invite service providers to submit a proposal for:
Provision of Hospitality Services for The Dunes at Arniston

Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.

ALL BIDS MUST BE SUBMITTED ON THIS DOCUMENT (NOT TO BE RE-TYPED)

No Bids received by facsimile, email or any other similar medium will be considered.

This Bid is subject to the General Conditions of Contract (refer to Annexure L) and Special Conditions specified in this RFT, which are set out in Part C of this document.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:			
POSTAL ADDRESS:			
STREET ADDRESS:			
CONTACT PERSON (FULL NAME):			
EMAIL ADDRESS:			
TELEPHONE NUMBER:			
FAX NUMBER:			
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
TAX CLEARANCE CERTIFICATE SUBMITTED OR PIN?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
B-BBEE CERTIFICATE SUBMITTED?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
FULL NAME OF AUTHORISED REPRESENTATIVE:			
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:			
SIGNATURE OF AUTHORISED REPRESENTATIVE:			
DATE OF SIGNATURE			

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

1. Tick in the relevant block below
2. Ensure that the following documents are completed and signed where applicable:
3. Use the prescribed sequence in attaching the annexures that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One (1) original & three (3) hard copies (clearly marked as original and copies) and one (1) electronic copy on CD/USB drive, for <u>Qualifying and Functionality</u> evaluation
<input type="checkbox"/>	<input type="checkbox"/>	One (1) original & three (3) hard copies (clearly marked as original and copies) and one (1) electronic copy on CD/USB drive, for <u>Price and Preferential points</u> assessment
		<i>Each submission must be divided and enclosed into two separate envelopes, (1) one envelope for Qualifying and Functional evaluation and the (2) other one for Price and Preferential Points assessment (Annexure "A").</i>
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid (with a signature of an authorised representative of the Bidder)
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of Bid and Undertakings by Bidder. (with a signature of an authorised representative of the Bidder)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Schedule of Rates/Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Executive Summary
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: SBD 2 - Tax Clearance Certificate Requirement
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: SBD 4 - Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: SBD 6.1 - Preferential Points and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Certified copies of Bidder's CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certified copies of latest share certificates, in case of a company
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: A breakdown of how fees and work will be spread between members of the Tendering consortium (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: Supporting documents in response to Mandatory Criteria / Requirements
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J: General Conditions of Contract National Treasury General Condition of Contract (July 2010)

PART C: SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Tender, unless a contrary intention is apparent:

- 1.1 B-BBEE means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.2 B-BBEE Act means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.3 B-BBEE status level means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of Regulation 6 and 7 of the Revised Preferential Procurement Regulations, 2017;
- 1.4 Business Day means a day which is not a Saturday, Sunday or public holiday;
- 1.5 Bid means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request to Bid, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;
- 1.6 Bidder means a person or legal entity, or an unincorporated group of persons or legal entities that submit a RFT;
- 1.7 Companies Act means the Companies Act, 2008 (Act No 71 of 2008);
- 1.8 Compulsory Documents means the list of compulsory schedules and documents set out in Part B;
- 1.9 Closing date and time means the Date and time, specified as such under the Clause 3 (Bid Timetable) in this Part C, by which Bids must be received;
- 1.10 Denel Overberg Test Range means Denel SOC Ltd, t/a Denel Overberg Test Range, a division of Denel SOC Ltd, state-owned company with registration number: 1992/001337/30);
- 1.11 Evaluation Criteria means the criteria set out under the Clause 32 (Evaluation Process) of this Part C, which includes the Mandatory Criteria, Functional Criteria (Stage1) and Price and Preferential Points (Stage 2) Assessment;
- 1.12 Functional Criteria means the criteria set out in Clause 32.2 referring to the qualify specification of the RFT in accordance with the relevant standards. Refer to Part C of this document;
- 1.13 Includes or including means includes or including without limitation;
- 1.14 **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;
- 1.15 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.16 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;

- 1.17 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
- 1.18 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.19 **Price and Preferential Points Assessment** means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
- 1.20 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.21 **Request for Tender** or RFT means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by Denel Overberg Test Range;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel Overberg Test Range, as specified in this RFT Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel Overberg Test Range and successful Bidder. **Note:** The term SLA and Contract are used interchangeably in this document.
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 **Specification** means specification or description of Denel Overberg Test Range's requirements contained in this RFT;
- 1.27 **State** means the Republic of South Africa;
- 1.28 **Tendering Process** means the process commenced by the issuing of this Request for Tender (RFT) and concluding upon formal announcement by 2.1 Denel Overberg Test Range of the selection of a successful Bidder(s) or upon the earlier termination of the process;
- 1.29 **Website** means a website administered by Denel Overberg Test Range under its name with web address www.denelotr.co.za.

2. TENDER OFFICE

- 2.1 Denel Overberg Test Range – SCM Unit
- 2.2 **For any enquiries, kindly forward your queries to the email:** tenders@denelotr.co.za.
No questions will be answered telephonically.
- 2.3 Denel Overberg Test Range will not be held liable/responsible in the event that Bidders do not view/obtain responses to questions/queries/comments which were posted on the e-Tender portal.
- 2.4 No canvassing of any Denel Overberg Test Range employee will be tolerated and that will result in an immediate disqualification of the Bidder.

3. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. Bidders are to submit Bids that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of Bid	05 December 2022
RFT document available	05 December 2022 On www.etender.gov.za , www.denelotr.co.za or on request
Compulsory site visit	12 December 2022 11:00 (CAT)
Closing date and time	26 January 2023, 13:00 (CAT)
Intended completion of evaluation of bids	01 February 2023
Intended formal notification of successful Bidder(s)	14 February 2023
Indicative date for signing of SLA	15 February 2023
Effective date	01 March 2023

4. SUBMISSION OF BIDS

4.1 Hardcopies and electronic copies of Bids are to be submitted to:

Physical Address of Tender Box	Denel Overberg Test Range Arniston Road, Arniston, South Africa Tender box is situated in the Reception area of the Security building at the main gate.
Hours of access to Tender Box	Accessible all hours of the day
Information to be marked on package containing Bid: <u>Two Envelope System</u> - Indicate whether each envelope pertains to: Envelope 1: "Qualifying and Functional Evaluation", and Envelope 2: "Price and Preference Points"	Denel Overberg Test Range SCM Unit RFT Ref. No. OTT/453/202211 [Name of Bidder] For Attention: Tender Office

Note: Return address must be reflected at the back of the package containing the Bid.

Kindly ensure all submissions are duly authorised. If Bidders are submitting more than one (1) Bid regarding the functions explained in the cover page and Part D of this RFT, then these should be submitted as separate submissions and indicated as such on the cover page of the Bid.

4.2 Bidders are requested to initial each page of the Bid document on the bottom right hand corner.

5. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in Part C of this RFT.
- 5.2 All persons (irrespective of whether they are participants in this tender process) who obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFT.
- 5.3 All Bidders are deemed to accept the rules, terms and conditions contained in Part C of this RFT.
- 5.4 The rules, terms and conditions contained in this RFT apply to:
 - 5.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;
 - 5.4.2 The Tendering Process; and
 - 5.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

6. STATUS OF REQUEST FOR BID

This RFT is an invitation for person(s) to submit a Bid(s) for the provision of the services as set out in the Specification contained in Part D of this RFT. Accordingly, this RFT must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory, or other rights. No binding contract or other understanding for the supply of products/services will exist between Denel Overberg Test Range and any Bidder unless and until Denel Overberg Test Range has executed a formal written contract with the successful Bidder.

7. ACCURACY OF THE RFT

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFT, Denel Overberg Test Range makes no representations or warranties that the content in this RFT or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. Denel Overberg Test Range, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel Overberg Test Range (other than minor clerical matters), the Bidder must promptly notify Denel Overberg Test Range in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel Overberg Test Range an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel Overberg Test Range will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFT

- 8.1 Denel Overberg Test Range reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Date and Time. Denel Overberg Test Range and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If Denel Overberg Test Range exercises its right to change information in terms of Clause 8.1, it may seek amended Tenders from all Bidders.
- 8.3 Denel Overberg Test Range reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFT and the applicable laws and regulations.
- 8.4 Denel Overberg Test Range reserves the right to negotiate with any one or more Bidder's.

9. REPRESENTATIONS

No representations made by or on behalf of Denel Overberg Test Range in relation to this RFT will be binding on Denel Overberg Test Range unless that representation is expressly incorporated into the contract ultimately entered into between Denel Overberg Test Range and the successful Bidder.

10. CONFIDENTIALITY

All persons (including all Bidders) obtaining or receiving this RFT and any other information about this RFT or the Tendering Process must keep the contents of the RFT and other such information confidential, and not disclose or use the information except as required for the purpose of developing a Bid in response to this RFT.

11. UNAUTHORISED COMMUNICATIONS

- 11.1 Communication (including promotional or advertising activities) with staff of Denel Overberg Test Range or their advisors assisting with the Tendering Process is not permitted during the Tendering Process. Nothing in this Clause 11 is intended to prevent communications with staff of, or advisors to, Denel Overberg Test Range to the extent that such communication is not related to this RFT or the Tendering Process.
- 11.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

12. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 12.1 Bidders may not seek or obtain the assistance of employees of Denel Overberg Test Range in the preparation of their tender responses.

- 12.2 Denel Overberg Test Range may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 12.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.
- 12.4 Any improper communication, canvassing, or engagement with any Denel Overberg Test Range people/person/representative will result in immediate disqualification from the RFT process.

13. ANTI-COMPETITIVE CONDUCT

- 13.1 Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person(s) in respect of this Tendering Process, including during the:
 - a. Preparation or lodgement of their Bid;
 - b. Evaluation and clarification of their Bid; and
 - c. Negotiations with Denel Overberg Test Range.
- 13.2 For the purposes of this Clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel Overberg Test Range or any other Bidder or any other person or organisation.
- 13.3 In addition to any other remedies available to it under law or contract, Denel Overberg Test Range may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

14. COMPLAINTS ABOUT THE TENDERING PROCESS

- 14.1 Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 14.2 The written complaint must set out:
 - 14.2.1 the basis for the complaint, specifying the issues involved;
 - 14.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 14.2.3 any relevant background information; and
 - 14.2.4 the outcome desired by the person or organisation making the complaint.
- 14.3 If the matter relates to the conduct of an employee of Denel Overberg Test Range, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of Denel Overberg Test Range, and delivered to the physical address of Denel Overberg Test Range, as notified.

15. CONFLICT OF INTEREST

- 15.1 A Bidder must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel Overberg Test Range and the Bidder's interests during the Tender Process.
- 15.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFT. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify Denel Overberg Test Range immediately in writing of that conflict.
- 15.3 Denel Overberg Test Range may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify Denel Overberg Test Range of the conflict of interest as required.

16. LATE BIDS

- 16.1 Bids must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel Overberg Test Range in its absolute discretion by providing written notice to Bidders.
- 16.2 Bids delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. **No Late Bids will be accepted.**
- 16.3 The determination by Denel Overberg Test Range as to the actual date and time that a Bid is submitted is final.

17. BIDDER'S RESPONSIBILITIES

- 17.1 Bidders are responsible for:
 - 17.1.1 Examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by Denel Overberg Test Range to Bidders in connection with this RFT;
 - 17.1.2 Fully informing themselves in relation to all matters arising from this RFT, including all matters regarding Denel Overberg Test Range's requirements for the provision of the Products/Services;
 - 17.1.3 Ensuring that their Bid(s) are accurate and complete;
 - 17.1.4 Making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 17.1.5 Ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

- 17.1.6 Submitting all Compulsory Documents.
- 17.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Bidder or a partner to the Bidder) or an accredited verification agency, or a sworn affidavit in the format as prescribed.
- 17.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18. PREPARATION OF BIDS

- 18.1 Bidders must ensure that:
 - 18.1.1 Their Bid is submitted in the required format as stipulated in this RFT; and
 - 18.1.2 All the required information fields in the Bid are completed in full and contain the information requested by Denel Overberg Test Range.
- 18.2 Denel Overberg Test Range may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 18.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Bid is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 18.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in the general statement of the Bidder's usual operating conditions.
- 18.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

19. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 19.1 Denel Overberg Test Range may disregard any content in a Bid that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 19.2 Denel Overberg Test Range may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel reasonably considers that correction would materially alter the substance of the Bid or affect the fairness of the tendering process.

20. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in its Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender), the Bidder must promptly notify Denel Overberg Test Range of such error before closing date and time of the tender.

21. RESPONSIBILITY FOR TENDERING COSTS

- 21.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. Denel Overberg Test Range will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 21.2 Denel Overberg Test Range is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Bidder's participation in the Tendering Process, including without limitation, instances where:
 - 21.2.1 The Bidder is not engaged to perform under any contract; or
 - 21.2.2 Denel Overberg Test Range exercises any right under this RFT or at law.

22. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 22.1 All Bids received by Denel Overberg Test Range will be treated as confidential. Denel Overberg Test Range will not disclose contents of any Bid and Bid information, except:
 - 22.1.1 As required by law;
 - 22.1.2 For the purpose of investigations by other government authorities having relevant jurisdiction;
 - 22.1.3 To external consultants and advisors of Denel Overberg Test Range engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

23. USE OF BIDS

- 23.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of Denel Overberg Test Range. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 23.2 Each Bidder, by submission of their Bid, is deemed to have licensed Denel Overberg Test Range to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling Denel Overberg Test Range to evaluate the Bid.

24. BID ACCEPTANCE

All Tenders received must remain open for acceptance for a period of 90 days from the closing date and time. This period may be extended by written mutual agreement between Denel Overberg Test Range and the Bidder.

25. CHANGES TO PRICE PROPOSALS

Changes by the Bidders to submitted Bids will not be considered after the closing date and time.

26. DENEL PROCUREMENT PHILOSOPHY

26.1. It is the policy of Denel, when purchasing products, services and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring where possible that open and fair competition has prevailed, with due regard to the importance of:

26.1.1 The PFMA and the PPPFA;

26.1.2 Preferential Procurement Regulations 2017;

26.1.3 Relevant Legislation; and

26.1.4 In its quest to advance Black-owned companies and individuals, Denel Overberg Test Range will actively support and give preference to companies with one or a combination of the following transformation profiles:

a. At least 51% Black owned ;

b. At least 51% Black Youth owned ;

c. At least 51% Black Women owned ;

d. At least 51% Black People With Disabilities owned ;

e. At least 51% owned by Black People Living in Rural or Underdeveloped areas or Townships;

f. At least 51% owned by Black People who are Military Veterans as defined in the B-BBEE Act.

Notes:

1. As a SOC Denel is mandated to give preference to B-BBEE compliant and transformed companies. Bidders that do not meet the above mentioned transformation levels must submit a Transformation Plan outlining steps to address shortcomings in their current status.
2. The Transformation Plan must be submitted as part of the original Bid submission. Failure to do so may lead to the disqualification of the Bid.

27. BBBEE AND SOCIO-ECONOMIC OBLIGATIONS

- 27.1 As explained in more detail in the B-BBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act, 2000 (PPPFA), (Act No 5 of 2000) and its Regulations, Bidders are to note that Denel Overberg Test Range will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).
- 27.2 Denel Overberg Test Range shall use the lowest acceptable Bid to determine the applicable preference point system that is either 90/10 or 80/20 point system as per the PPPFA Regulations.
- 27.3 Bidders are required to complete the B-BBEE Preference Point Claim Form and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- 27.4 Bidders are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the Department of Trade and Industry.
- Note:** Failure to submit a valid and original or a certified copy of the Bidder's B-BBEE certificate as stipulated in this document (the B-BBEE Preference Points Claim Form) at the Closing Date and Time of this RFT, will result in a score of zero being allocated for B-BBEE.

28. B-BBEE JOINT VENTURES OR CONSORTIUMS

- 28.1 Bidders who wish to respond to this RFT as a Joint Venture [JV] or consortium with other entities, must state their intention to do so in their RFT submission.
- 28.2 Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Denel Overberg Test Range through this RFT process.
- 28.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel Overberg Test Range.
- 28.4 Bidders are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- Note:** Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date and Time of this RFT, will result in a score of zero being allocated for B-BBEE.

29. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

- 29.1 Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Denel Overberg Test Range is required to ensure that price proposals are invited and accepted from prospective Bidders listed



on the CSD. A Bid may not be awarded to a Bidder who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

- 29.2 Respondents are required to provide the following to Denel Overberg Test Range in order to enable it to verify information on the CSD:

Supplier CSD Number:	
Unique registration reference number:	

30. TAX COMPLIANCE

- 30.1 A Bidder must be tax compliant when submitting a Bid to Denel Overberg Test Range and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 30.2 It is a condition of this RFT that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Bidder's tax obligations.
- 30.3 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the Bidder's tax compliance status through the Central Supplier Database.
- 30.4 It is a requirement that a Bidder grant a written confirmation when submitting a Bid that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status and by submitting this Bid such confirmation is deemed to have been granted.
- 30.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

31. NEW TAX COMPLIANCE STATUS (TCS) SYSTEM

- 31.1 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.
- 31.2 Bidders are required to provide the following to Denel Overberg Test Range in order to enable it to verify their tax compliance status:

Tax reference number:	
Tax Clearance Certificate & TCC Number:	
PIN:	

32. EVALUATION PROCESS

Bids will be evaluated and adjudicated as follows:

32.1 ADMINISTRATIVE COMPLIANCE

32.1.1 Only those Bidders which comply with the administrative compliance may be eligible to participate further in the Tendering Process.

32.1.2 Bidders are required to complete the table below by indicating whether they comply with the requirement or not, by marking the appropriate column with an 'X'. Bidders are required to submit as Annexure K to their Bids supporting documentation to confirm their compliance with each requirement, where applicable.

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
Tenderer is a South African-owned company (Submit Certified ID Copies of the Shareholders and Directors)			
Valid Tax Clearance Certificate or an access Pin to SARS e-Filing. Or Non-South African Companies must obtain SARS Tax Clearance Certificate from SARS (www.sars.gov.za)			
Valid B-BBEE Certificate(but non-submission won't result in disqualification, instead a Bidder will be scored zero)			
Central Supplier Database (CSD) proof of registration (submit supporting documentation).			
Certified copy of the Company Registration with CIPC			
Current Banking Details on letter from the Bank issued on a bank letterhead with stamp.			
Certified copies of all share holder certificates (Detailed breakdown of shareholding)			
A copy of the shareholder agreement (if there is more than one shareholder)			
Note: Failure to meet the above requirements may result in automatic disqualification			

32.2 FIRST STAGE – FUNCTIONAL EVALUATION

32.2.1 Bidders are evaluated based on the functional criteria set out in Part D of this RFT. Only those Bidders which score **seventy (70) points** or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the bid evaluation process.

32.2.2 The Functional Evaluation that will be used to assess the capability and capacity of the Bidders will be done using the evaluation criteria included in Part D: Statement of Work.

32.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

32.3.1 Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Bidders will be in respect of Price and B-BBEE status only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA Regulations, as follows:

80/20 Formula	Price 80 points	B-BBEE 20 points
90/10 Formula	Price 90 points	B-BBEE 10 points

Note: The 80/20 formula applies to Bids with a Rand value equal to or above R30 000 and up to a Rand value of R50 million inclusive of all applicable taxes, and the 90/10 formula applies to Bids with a Rand value above R50 million inclusive of all applicable taxes.

32.3.2 The successful Bidder will typically be the Bidder that scores the highest number of points in the second stage of the bid evaluation. However, Denel Overberg Test Range may exercise its right to cancel the RFT or may award the Bid to a company that did not obtain the highest score based on objective business criteria or transformation requirements.

Note: Denel Overberg Test Range reserves the right to demand an Action Plan that addresses shortcomings in the successful Bidder's transformation status.

32.3.3 Price points

The following formula will be used to calculate the points for price:

$$Ps = 80(1-(Pt-Pmin)/Pmin) \quad \text{or} \quad Ps=90(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

32.3.4 Preferential Procurement Points

A maximum of 20 (80/20 system) or 10 (90/10 system) points may be awarded in respect of preferential procurement, which points must be awarded to a Bidder for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level of Bidder	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

A consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

32.3.5 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80 or 90) to the points scored for B-BBEE level (out of 20 or 10) respectively.

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1) (f) of the PPPFA).

33. STATUS OF BID

33.1 Each Bid constitutes an irrevocable offer by the Bidder to Denel Overberg Test Range to provide the Products/Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.

33.2 A Bid must not be conditional on:

- a. the Board approval of the Bid or any related governing body of the Bidder being obtained;
- b. the Bidder conducting due diligence or any other form of enquiry or investigation on Denel Overberg Test Range;
- c. the Bidder (or any other party) obtaining any regulatory approval or consent;
- d. the Bidder obtaining the consent or approval of any third party; or
- e. The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

33.3 Denel Overberg Test Range may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

33.4 Denel Overberg Test Range reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFT and the applicable laws and regulations.

34. CLARIFICATION OF BIDS

34.1 Denel Overberg Test Range may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. Denel Overberg Test Range may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of Denel Overberg Test Range may render the Bid liable to disqualification.

34.2 Denel Overberg Test Range is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that Denel Overberg Test Range considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

35. DISCUSSION WITH BIDDERS

Denel Overberg Test Range is under no obligation to discuss the outcome of the bid process with any of the Bidders.

36. SUCCESSFUL TENDERS

36.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and Denel Overberg Test Range for the supply of Products/Services until such time that Denel Overberg Test Range and the successful Bidder conclude the Service Level Agreement (SLA).

36.2 The Bidder is bound by its Bid and all other documents forming part of its response. Denel Overberg Test Range will not entertain any material deviation from the original offer.

37. NO OBLIGATION TO ENTER INTO CONTRACT

Denel Overberg Test Range is under no obligation to appoint a successful Bidder(s) (as the case may be), or to enter into a contract and/or SLA with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Denel Overberg Test Range, or if due to changed circumstances, there is no longer a need for the Products/Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Denel Overberg Test Range will be free to proceed via any alternative process.

38. BIDDER WARRANTIES

By submitting a Bid, a Bidder warrants that:

- 38.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Denel Overberg Test Range, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in this RFT;
- 38.2 it did not use the improper assistance of Denel Overberg Test Range's employees or information unlawfully obtained from them in compiling its Bid;
- 38.3 it is responsible for all costs and expenses related to the preparation and submission of its Bid, and any future process connected with or relating to the Tendering Process;
- 38.4 it accepts and will comply with the terms set out in this RFT; and

38.5 it will provide additional information in a timely manner as requested by Denel Overberg Test Range to clarify any matters contained in the Bid.

39. DENEL OVERBERG TEST RANGE'S RIGHTS

Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, Denel Overberg Test Range reserves the right, in its absolute discretion at any time, to:

- 39.1 Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
- 39.2 Alter the structure and/or the timing of this RFT or the Tendering Process;
- 39.3 Amend any bid condition, bid validity period, RFT specifications or extend the bid closing date, all before the bid closing date;
- 39.4 Terminate the participation of any Bidder or any other person in the Tendering Process in accordance with paragraph 5.
- 39.5 Request additional relevant information, agreements and other documents to verify information provided in the Bid response or request clarification from any Bidder or any other person;
- 39.6 Provide additional information or clarification;
- 39.7 Negotiate with any one or more Bidder(s);
- 39.8 Call for new Bids;
- 39.9 Reject any Bid that does not comply with the requirements of this RFT;
- 39.10 Disregard the lowest priced Bid or any Bid in part or in whole;
- 39.11 Categorise the Bids into different areas of expertise;
- 39.12 Conduct site visits at the Bidder's Offices or at Client's site or office if so required; and
- 39.13 Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 03 of 2017\2018 Cost Containment Measures, where relevant.

40. GOVERNING LAWS

- 40.1 This RFT and the Tendering Process are governed by the laws of the Republic of South Africa.
- 40.2 All Bids must be completed using the English language, and
- 40.3 All costing must be in South African Rand.

PART D – STATEMENT OF WORK AND EVALUATION CRITERIA

BID NUMBER : OTT/453/202211

DESCRIPTION : PROVISION OF HOSPITALITY SERVICES

1. THE CLIENT

Denel SOC Ltd operates primarily in the defence environment. The South African government is its sole Shareholder, and as a State Owned Company (SOC) Denel reports to the Minister of Public Enterprises.

Denel SOC Ltd, t/a DENEL OVERBERG TEST RANGE operating as a multipurpose test range that provides in-flight systems performance measurement and weapon system evaluation services to the local and international clients. The Test Range is located near Arniston in the Overberg Region of the Western Cape, South Africa.

As part of its business activities the Test Range operates a 3 star hotel and conference centre as a specific business unit. This business unit is trading as **The Dunes at Arniston** and is located 3 km from the Arniston seaside village. Comfortable accommodation and top facilities are provided for private guests, weddings, conferences and special occasions.

The Dunes at Arniston offers three accommodation types inclusive of 30 executive rooms, 14 luxury units (28 rooms) and 16 standard units (48 rooms). Conference facilities include various-sized conference rooms from 10 to 180 seating capacity in beautiful natural surrounds. The Dunes at Arniston also has a restaurant to fulfil all catering needs. More information on the facility is available at www.thedunesatarniston.co.za.

2. INTENT OF THE REQUEST FOR TENDER

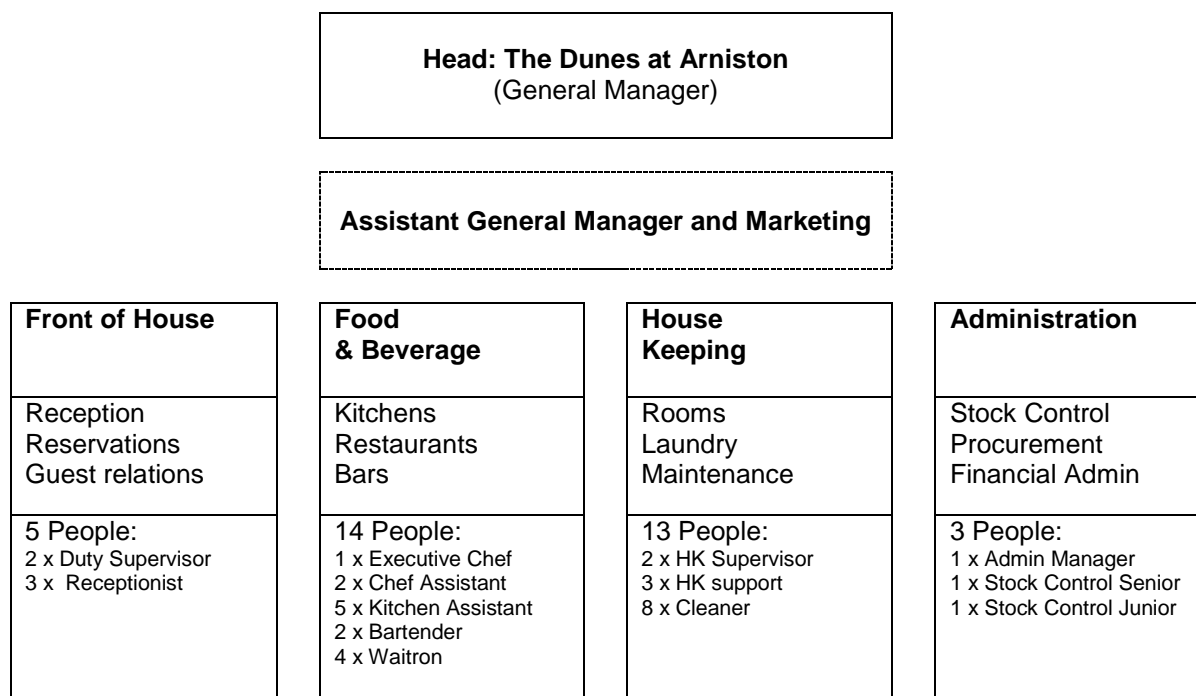
DENEL OVERBERG TEST RANGE, is inviting suitably qualified, reliable and experienced service providers with proven capabilities and experience in the hospitality industry to tender for the **provision of hospitality services to The Dunes at Arniston** as specified below.

3. SPECIFICATIONS

3.1 Business Model

3.1.1 **The Dunes at Arniston** is managed and operated as a specific business unit of Denel Overberg Test Range. The Head of the business unit, known to the hospitality industry as the General Manager, is responsible for the operational, administrative and financial management of the facility.

- 3.1.2 Normal operating hours are from 06h30 to 22h00 for the restaurants, and 11h00 to 23h00 for the bar. Operating hours may differ from time to time as required by the number of guests, the type of event or conference and low season (winter). The required services required hours will be adjusted accordingly, as well the amount of staff required per shift. Basic conditions of employment should still be the basis of the legal amount of service hours (45 hours per week / 180 hours per month).
- 3.1.3 Normal shift hours are: Early – 06H30 to 14h30, Late - 14h30 to 23h00, Day – 07h30 to 16H30.
- 3.1.4 The diagram below depicts the functional organogram of The Dunes at Arniston during normal/standard operations. This information can be used as a guideline for determining the number of staff members needed to provide the required hospitality services as specified in 3.3 below. It however remains the Bidder's sole responsibility to determine the staff complement needed to provide the specified services required in this tender.



- 3.2 Specific Contractual Arrangements and Requirements
- 3.2.1 The successful Service Provider must provide and manage all personnel needed for the hospitality services specified in 3.3. All staff members assigned by the service provider to provide the services must be on the service provider's payroll on either a permanent or temporary basis. The service provider must provide all human resource support services needed by the staff that must include, amongst others, personnel administration, payroll administration, labour relations, and training & development. Details on the proposed training & development must be included in the proposal.
- 3.2.2 The Service Provider must assign a dedicated knowledgeable responsible person who will act as point of contact between OTR and the service provider and who will on behalf of the service provider, oversee on-site the smooth execution of the contracted services.
- 3.2.3 OTR will assign a Contract Manager who will be responsible to oversee the smooth execution of the contract. The General Manager will report to the OTR Contract Manager and will be responsible for, but not limited to, the general management of the complex and the operational and day to day management of the personnel.
- 3.2.4 Staff members and or services currently contracted at The Dunes must be transferred to the new appointed service provider. The transfer of these staff members will be handled as a Section 197(2) transfer.
- 3.2.5 The General Manager must be involved in all new appointments of staff. The Contract Manager of OTR must be involved in all new appointments of senior staff members (supervisors, senior chefs, etc.) as well as approve any additional staff requirements exceeding the number of staff quoted for in the original bid.
- 3.2.6 The service provider will diligently adhere to legislation, regulations and prescriptions applicable to The Dunes at Arniston and must accept responsibility for any fines, claims, etc. that may arise upon failure do so.
- 3.2.7 The remuneration should include applicable Basic Salaries and Rates and include the service provider's management fees indicated as a percentage of monthly personnel cost but exclude any benefits like service accommodation and service meals. The salaries and rates will be increased effective from 01 July annually in accordance with guidelines provided in Sectoral Determination.
- 3.2.8 Casual workers as required for larger events, conference and functions and over peak season must be provided by the Service Provider on an "as needed" basis. Remuneration of casual workers should not be included in the Pricing Schedule, but remuneration should be the same as permanent workers shown in organogram.
- 3.2.9 Any increases on the remuneration base used in the original Bid submitted, including annual adjustments, interim remuneration adjustments, higher remuneration required by candidates during filling of vacancies, etc. which will increase the cost of agreed services to be provided by the successful Bidder must be cleared with and approved by the OTR Contract Manager prior to implementation.

3.2.10 The Bidder's capability to provide the required service utilizing own resources (in house) vs. relying largely on services and/or products acquired from third parties, will be to the Bidder's advantage.

3.3 Hospitality Services to be provided

The Service Provider with proven capabilities and experience in the hospitality industry must ensure that hospitality services which include the following are rendered:

3.3.1 Front of house services (reservations, reception and guest relations)

- Provide exceptional customer service
- Provide booking of and consultation skills for events and conferences
- Cash handling expertise
- Guest invoicing and follow up
- Superb interpersonal skills
- Conflict resolution
- Sales experience
- Professional and neat
- Reliable and resourceful

3.3.2 Food and Beverage Services (kitchens, restaurants, bar)

- Provide catering and bar services to guests
- Prepare, present and serving of food and beverages to the customers in a professional manner
- Ensure that the restaurants and bars are run profitably and efficiently
- Provide general hospitality services including ensuring guest satisfaction
- Ensure compliance to all relevant health and safety regulations

3.3.3 Provision of a general customer service

- Provide a hospitality service that ensure customer satisfaction
- Excellent customer service

3.3.4 Housekeeping and general upkeep of the facility services

- Provide a housekeeping service for the facility
- Provide a professional cleaning service for the facility

3.3.5 Administration services

- Invoice processing for payment of suppliers
- Stock control and stock supervision
- Payroll information collection and processing
- HR related functions
- Provide a financial administration function

3.3.6 Assistant General Manager and Marketing

- Assist the General Manager in planning, organising, leading and control of the different departments of the hotel.
- To compile and implement the full suite of marketing strategies to increase revenue.
- Build awareness about the hotel and promote customer loyalty (special events and activities).
- Advertise hotel on all platforms.
- Represent the hotel at various events and applicable tradeshow.
- Manage and update The Dunes` website.

3.3.7 General Manager

- Planning, organising, leading and control of The Dunes` staff, property and equipment.
- Financial Management.
- Maximize hotel revenue while delivering excellence at every opportunity.
- Staff training.
- Excellent guest relations.
- Ensure that employees are knowledgeable, friendly and courteous at all times.
- Study trends, guest impressions and challenges in the hotel affecting the guest or operations.
- Responsible for all the aspects of operations of the hotel and provide feedback to CEO OTR.
- Prepare monthly reports for both the hotel and restaurant and provide it to OTR EXCO.
- Compile annual revenue forecast for the hotel.
- Ensure that all the departments in the hotel work efficiently and deliver the best service possible.
- Service excellence.

3.4 Effective Date and Duration of new Agreement

The successful Bidder will be appointed for a one (1) year period, with the option to extend the Service Level Agreement for a further two (2) years till 28 February 2026. The formal agreement will be a performance-based Service Level Agreement subject to bi-annual and annual reviews as determined by DENEL OVERBERG TEST RANGE.

The effective date of the Service Level Agreement will be 01 March 2023.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

- 4.1 This Bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 Regulations.
- 4.2 The Conditions stated in this “Part D” are supplementary to that of General Conditions of Contract. However, where these Conditions are in conflict with the General Conditions of Contract, the Conditions stated in this “Part D” prevail.
- 4.3 This Bid is subject to all applicable industry legislation and regulations.

5. TERMINATION

- 5.1 Denel Overberg Test Range shall be entitled to terminate the Service Level Agreement to be concluded if one or more of the following occur: –
- 5.1.1 the Service Provider decides to cede or assign any of its rights or delegate any of its obligations or duties, or any part of thereof acquired without the written consent of Denel Overberg Test Range;
- 5.1.2 the Service Provider does not honour contractual obligations including submission of information;
- 5.1.3 the Service Provider is provisionally or finally liquidated, making it impossible for the Service Provider to perform its functions in terms of this Contract;

- 5.1.4 the Service Provider enters into settlement arrangements with their creditors;
- 5.1.5 the Service Provider commits an act of insolvency; and
- 5.1.6 in the event that the Service Provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- 5.2 Denel Overberg Test Range reserves its right to terminate the Service Level Agreement to be concluded in the event that there is a change in ownership of the Service Provider that has the effect that over 50% ownership of the Service Provider belongs to the new owner without prior written approval of Denel Overberg Test Range.
- 5.3 Either Party may terminate Service Level Agreement to be concluded for breach in the event that the other party fails to comply with any of its obligations in terms of the Service Level Agreement, and have failed to remedy such breach within 14 (fourteen) calendar day's written notice to remedy such non-compliance.

6. EVALUATION

6.1 MANDATORY REQUIREMENTS

- 6.1.1 Bidders are required to indicate their compliance by ticking the applicable box in the table below:

No.	Mandatory Requirement	Comply	Do not Comply	Comments
1	Copy of a valid Letter of good standing (COIDA)			
2	The past three years financial statements on request			
Bidders are required to attach the above documents; failure to do so will render your Bid unresponsive and will not be able to proceed for further evaluation of functionality evaluation.				

6.2 FIRST STAGE – FUNCTIONAL EVALUATION

- 6.2.1 To assess their capability and capacity Bidders will be evaluated based on the functional criteria. Only those Bidders which score **seventy (70) points** or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the bid evaluation process.

Note: Functionality scoring will be on a sliding scale as per the below table:

RATING	DEFINITION	SCORE
Excellent	Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the Bidder's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with limited supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the Bidder's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little supporting evidence.	1
No supporting evidence	Does not satisfy the requirement due to no supporting evidence.	0

6.2.2 Criterion's for Functional Evaluation

No.	CRITERIA	WEIGHTING
1.	<p>Criteria 1: Alignment of proposed solution to specifications</p> <p>Proposal solution aligned to the specifications.</p> <p>This section measures the bidder's approach to deliver the required services as outlined in Part D item 3.2 and 3.3. The Bid content must be fully aligned to the specifications. Here, the value-add of Bidders will be considered to ascertain the competitive edge of the Bidder.</p>	20%
2.	<p>Criteria 2: Relevant Capability</p> <p>Bidder's relevant capability to render the services required.</p> <p>The proposal is evaluated on how well it addresses the solution proposed (Criteria 1) on the requirements outlined in the RFT, and whether the Bidder has the technical ability/capability to provide an acceptable solution.</p> <p>The Bid must show how the Bidder plans to provide the service and the steps to be taken to execute the service. The Bidder must also demonstrate their understanding of the services required and other requirements as outlined in the Statement of Work. All requirements stated in the Statement of Work must be addressed by the Bidder.</p> <p>Preference will be given to Bidders utilizing own resources (in house) vs relying largely on services and/or products acquired from third parties.</p>	20%

3.	<p>Criteria 3: Relevant Experience and Track Record</p> <p>Bidder's relevant experience and demonstrated track record in relation to the required services</p> <p>The Bidder must have applicable extensive and proven experience in the hospitality industry and a demonstrable and satisfactory track record in providing the required services. This must be confirmed by relevant contactable references to verify experience and service track record of Bidder.</p> <p>The evaluation panel will scrutinise the Bidder's company profile, trade references, and previous related contracts to ensure proven experience is aligned to inherent requirements as listed in the Statement of Work.</p> <p>Details of at least three (3) recent contracts, of similar magnitude within the hospitality industry or strongly related to the requirements outlined in this RFT document, the Bidder has successfully delivered in the last eight (8) years, must be provided. The information provided must be supported by testimonial letters on the client's letter head testifying satisfactory service delivery on the services cited.</p>	40%
4.	<p>Criteria 4: Capacity to render the services</p> <p>Bidder's capacity to render the services</p> <p>The Bidder must provide information of the team to be allocated to this contract, with reference made to required skills, competencies and capacity i.e. relating to the industry which may impact on execution of the required services. The proposed team to manage The Dunes account and execute the scope of work must have qualifications and/or a minimum of 5 years' relevant experience (in the hospitality industry) and competence for the lead person/s in providing the required service. Curriculum vitae (CV) of the key staff, along with proof of relevant qualifications, must be provided where applicable.</p> <p>The latest audited financial statements of the Bidder will be scrutinised to ensure the bidder is financially sound with good prospects of being able to supply Denel Overberg Test Range with the required services/support for at least the next 3 years.</p> <p>The evaluation panel will take into account the Bidder's ability to provide the required services vs the Bidder's financial statements.</p>	20%

6.2.3 Format to be used for List of Clients:

Client No.	Name of the client (company)	Contact person	Contact Number	e-mail address	Period of contract or service/supplier
1					
2.					
3.					

6.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Bidders will be in respect of Price and B-BBEE status only.

The 80/20 system will be applied.

7. PRICE SCHEDULE

- 7.1 Price proposals must be filled in on the Pricing Schedule provided as part of this RFT (see page 32) and included as Annexure A to the Bid submitted. The Price Schedule must be signed with the original signature(s) of the appropriately authorised person/employee(s) or owner of the bidding company. Price structures that do not comply with this requirement may invalidate the Bid.
- 7.2 A full breakdown detailing the proposed pricing and fee structure must be provided as supporting documentation to Annexure A.
- 7.3 Prices or fees must be quoted in the currency of the Republic of South Africa. Prices or fees in any other currency will be rejected by Denel Overberg Test Range.
- 7.4 Only firm prices inclusive of all applicable taxes (including value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) will be accepted. For the purpose of calculating firm pricing assume a fictitious 6% annual increase. Reference paragraph 3.2.7 and 3.2.8 for casual personnel. Non-firm prices will not be considered.
- 7.5 In terms of firm prices the following must be stipulated:
- Period for which pricing will be held firm.
 - The proposed price review frequency.
 - The basis for these reviews.
- 7.6 All additional costs associated to the Bidder's offer must be clearly specified and included in the Total Bid Price.
- 7.7 Bidders are to clearly indicate items/services etc., which are excluded from its Bid.
- 7.8 A monthly statement accompanied by the individual invoices that relates to the invoices on the statement for the month, shall be submitted to Denel Overberg Test Range as per the interval agreed to with the successful Bidder. All supporting documents relating to the invoices on the statement must accompany the invoices.
- 7.9 The Bidder shall note and accept Denel Overberg Test Range's payment terms as the standard of 30 days after month-end statements. Payment shall be made by electronic transfer. If the Bidder requires Denel Overberg Test Range to settle invoices at an earlier stage than as stated, a settlement discount must be proposed for consideration by Denel Overberg Test Range.
- 7.10 Any arithmetical errors in pricing are the Bidder's responsibility. Denel Overberg Test Range will not be held responsible for interpretation of errors or calculations, misrepresented by Bidders.
- 7.11 Bidders are encouraged to submit tenders which offer operational and cost saving benefits to Denel Overberg Test Range.



ANNEXURE A

SBD 3.1

PRICING SCHEDULE –

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED.

NAME OF BIDDER:
BID NUMBER: OTT/453/202211 CLOSING DATE: 23 January 2023 TIME: 13:00 (CAT)
OFFER TO BE VALID FOR 90 days FROM THE CLOSING DATE OF BID

Required by: [Denel Overberg Test Range](#)
 At (Place of delivery): [Denel Overberg Test Range, Arniston Road, Arniston, South Africa](#)

SUMMARY OF PRICE PROPOSAL

During the second stage of the evaluation the all-inclusive Total Bid Price will be used. [A detailed quotation \(breakdown\) must be attached as support documentation to this Pricing Schedule.](#)

ITEM NO	DESCRIPTION	BID PRICE (RSA Currency) All applicable taxes included *
1.	Hospitality Services – Year 1 (01 March 2023 to 28 February 2024)	
2.	Hospitality Services – Year 2 (01 March 2024 to 28 February 2025)	
3.	Hospitality Services – Year 3 (01 March 2025 to 28 February 2026)	
4.	Additional Costs (details to be attached)	
	Total Bid Price	

* "All applicable taxes" includes, value-added tax (VAT), pay as you earn (PAYE), income tax, unemployment insurance fund contributions and skills development levies.
 ** All additional costs associated with the Bidder's offer must be clearly specified and included in the Total Bid Price.

Does the offer comply with the specification(s)? YES ___ /NO ___
 If not to specification, indicate deviation(s)

.....

Are the prices quoted firm? YES ___ /NO ___
 If not firm, provide details of the basis on which price adjustments shall applied.

.....

Delivery basis
 Period required for delivery Delivery: **Firm** ___ / **Not firm** ___

.....
SIGNATURE OF BIDDER

.....
DATE

.....
INITIALS & SURNAME

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED

ANNEXURE D: BIDDER'S DISCLOSURE

SDB4

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 interest¹ 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 E: PREFERENTIAL POINTS AND B-BBEE STATUS LEVEL CERTIFICATE

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS, 2017

This completed preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all Bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 **system** shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - Price; and
 - B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	Points
Price	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a Bidder to fill in and/or to sign this form and submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the Bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“EME”** means an Exempted Micro Enterprise as defined by the Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.6 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.7 **“price”** means the price inclusive of all applicable taxes (value-added tax, pay as you earn, income tax), unemployment insurance fund contributions and skills development levies, less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \begin{matrix} 80/20 \\ \text{or} \end{matrix} \quad \begin{matrix} \text{or} \\ 90/10 \end{matrix} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level	Number of points 90/10 system	Number of points 80/20 system
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 A Bidder who qualifies as an EME or a QSE in terms of the BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and level of Black Ownership.
- 4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.
- 4.6 Tertiary institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contribution:	=	(maximum of 20 points)
--------------------------------------	-------	---	-------	------------------------

(Points claimed in respect of paragraph 5 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of BBEE stats level of contributor.)

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted? **YES** ___ / **NO** ___

If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **EME** ___ / **QSE** ___

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:

7.2 VAT registration number:

7.3 Company registration number:

7.4 Type of Company/Firm [*Tick applicable box*]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

7.5 Describe Principal Business Activities
.....
.....

7.6 Company Classification [*Tick applicable box*]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

7.7 Total number of years the company/firm has been in business?



7.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 5 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

.....
SIGNATURE OF BIDDER

.....
DATE

.....
INITIALS & SURNAME

.....
CAPACITY UNDER WHICH THIS FORM IS SIGNED

WITNESSES:

1.
SIGNATURE OF WITNESS

2.
SIGNATURE OF WITNESS

ANNEXURE F: CIPC REGISTRATION DOCUMENTS

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation.

ANNEXURE G: LATEST SHAREHOLDER AGREEMENTS

Bidders are required, as Annexure G to their Bids, to submit certified copies of their latest Shareholder Agreements as well as certified copies of all shareholder certificates and shareholders ID copies.

ANNEXURE H: JOINT VENTURE, CONSORTIUM DOCUMENTS

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the fees and work will be split between the various people or entities which constitute the Bidder.

ANNEXURE I: SUPPORTING DOCUMENTS MANDATORY CRITERIA / REQUIREMENTS

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses. These include:

- a. Valid BBBEE Certificate;
- b. Original letter from the Bank issued on a bank letterhead with stamp;
- c. Financial Statements CSD Registration Summary Report

ANNEXURE J: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract can be accessed on the National Treasury website.

ANNEXURE K: REFERENCES

Recent references and transactions the Bidder has handled as specified in the evaluation criteria. (If applicable)