



Pretoria Metal Pressings a Division of Denel SOC Ltd

1 Ruth First Street  
Lotus Gardens  
Pretoria West  
South Africa

REQUEST FOR INTEREST:	SUPPLY OF CARTRIDGE CASES FOR COMMERCIAL/SPORTING AMMUNITION	RFI No: 358721
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**NOTE: ONLY BIDDERS WHO'S CORE CAPABILITIES IS THE SUPPLY OF CARTRIDGE CASES FOR COMMERCIAL AMMUNITION WILL BE CONSIDERED.** Failure to complete and submit documental proof for the RFI requirements will result in disqualification of the Bid.

RFI NUMBER:	358721
CLOSING DATE:	25 <sup>th</sup> November 2019
CLOSING TIME:	12:00 am
COMPULSORY BRIEFING: Only suppliers who attend the compulsory briefing session will be legible to quote:	Not Applicable
CLOSING DATE FOR RFI ENQUIRIES:	18 <sup>th</sup> November 2019
RFI ENQUIRY EMAIL ADDRESS:	All enquiries must be directed to <a href="mailto:tender.ing@pmp.co.za">tender.ing@pmp.co.za</a> For Attention: Head Supply Chain
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	RFI submissions must be valid for <b>90 days</b> after the closing date of the RFI. Is this relevant?
DESCRIPTION OF RFI:	Supply of Cartridge Cases for Commercial ammunition manufacturing
RFI DOCUMENTS DELIVERY ADDRESS:	1 Ruth First Street Lotus Gardens Pretoria West South Africa

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## 1. PART A: SBD 1 INVITATION TO RFI

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### THE PURPOSE OF THIS RFI:

PMP is inviting via a competitive bidding process, suitably, qualified, reliable, experienced service providers with proven capabilities to provide the organization with Cartridge Cases for Commercial Ammunition manufacturing.

Only bidders whose **core capabilities** is the SUPPLY OF CARTRIDGE CASES FOR COMMERCIAL AMMUNITION *will* be considered during the RFI process.

**The main purpose of this RFI is to identify and establish a *Panel* of service providers.**

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

### NOTE:

- RFI are to be e-mailed to [tenders@pmp.co.za](mailto:tenders@pmp.co.za) and originals to be send to Pretoria Metal Pressings a Division of Denel SOC Ltd.
- All RFI's must be submitted on this document – (Not to be retyped)
- This RFI is subject to general conditions of contract (Refer to Annexure L & Q) and special conditions specified in this RFI, which are set out in Part C of this document. Both these documents are to be initialled on all pages and submitted as part of this RFI.
- All RFI documents must comply with the file content as specified in File 1 & File 2. Bidders that do not comply will be penalised accordingly.

## 2. PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please complete the checklist in Annexure A (Part B: Checklist of Compulsory returnable schedules and documents)

This RFI Process will use a two-file system:

- File 1: Containing all info stipulated in Annexure A.1
- File 2: Containing all info stipulated in Annexure A.2

E Tender Portal can be accessed to obtain the SBD documents. It will be provided as separated documents on the tender portal.



### 3. PART C: SPECIFICATIONS, CONDITIONS OF RFI AND UNDERTAKINGS BY TENDERER

#### 3.1 DEFINITIONS

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

<b>B-BBEE</b>	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);
<b>B-BBEE Act</b>	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
<b>B-BBEE status level</b>	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 Preferential Procurement Regulations, 2017;
<b>Business Day</b>	means a day which is not a Saturday, Sunday or public holiday;
<b>Closing date and time</b>	means the Date and time, specified as such under the Clause 0 (RFI Timetable) in this Part C, by which RFI must be received;
<b>Companies Act</b>	means the Companies Act, 2008 (Act No 71 of 2008);
<b>Compulsory Documents</b>	means the list of compulsory schedules and documents set out in Part B;
<b>Core Business</b>	The primary area or activity that a company was founded on or focuses on in its business operations.
<b>Denel</b>	means Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
<b>Evaluation Criteria</b>	means the criteria set out under the Clause 32 (Evaluation Process) of this Part C, which includes the Mandatory Criteria, Functional Criteria (Stage 1) and Price and Preferential Points (Stage 2) Assessment;
<b>Functional Criteria</b>	means the criteria set out in clause 32.2 referring to the qualify specification of the RFI in accordance with the relevant standards. Refer to Part C of this document;
<b>Includes or including</b>	means includes or including without limitation;
<b>Intellectual Property Rights</b>	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;
<b>NKP</b>	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;
<b>PFMA</b>	means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
<b>PPPFA</b>	means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
<b>PPPFA Regulations</b>	means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
<b>Price and Preferential Points Assessment</b>	means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
<b>Rand or R</b>	is a reference to the lawful currency of the Republic of South Africa;
<b>Request for RFI or RFI</b>	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 PMP;
<b>SARS</b>	means the South African Revenue Service;
<b>Services</b>	means the services required by PMP, as specified in this RFI Part D;
<b>SLA</b>	means Service Level Agreement that will be concluded between PMP and successful Tenderer;
<b>SOC means State Owned Company</b>	<b>means State Owned Company</b> , as defined by the Companies' Act;
<b>Specification</b>	means specification or description of PMP requirements contained in this RFI;
<b>State</b>	means the Republic of South Africa;
<b>RFI</b>	means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Tender("RFT"), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;

### 3.2 TENDER OFFICE

For any enquiries, kindly forward your queries to [tender.inq@pmp.co.za](mailto:tender.inq@pmp.co.za). No questions will be answered telephonically.

No canvassing of any PMP employee will be tolerated and that will result in an immediate disqualification of the Tenderer.



### 3.3 RFI TIMETABLE

This timetable is provided as an indication of the timing of the RFI process.

Tenderers are to submit RFI that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of RFI	1 st November 2019
RFI document available	On <a href="http://www.denel.co.za">www.denel.co.za</a> <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<p><b>COMPULSORY BRIEFING:</b></p> <p>Only suppliers who attend the compulsory briefing session will be legible to quote:</p>	NA,
Closing date and time	25 <sup>th</sup> November 2019 at 12:00am
Intended completion of evaluation of RFI	30 <sup>th</sup> January 2020
Intended formal notification of successful Panel Tenderer(s) / Supplier	1 May 2020
Award of Panel / Supplier notification	After successful qualification of Cups from suppliers
Effective date	1 <sup>st</sup> May 2020
SUBMISSION OF RFI	Hardcopies of RFI from local suppliers are to be submitted to PMP Reception.
Physical Address of PMP	PMP 1 Ruth First Street Lotus Gardens Pretoria West Pretoria South Africa PMP Procurement Office
Hours of access to PMP Reception	08:00 to 12:00am on Closing Date

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

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

#### 3.4 **RULES GOVERNING THIS RFI AND THE TENDERING PROCESS**

Participation in the RFI process is subject to compliance with the rules, terms and conditions contained in *Part C* of this RFI.

All persons (irrespective of whether they are participants in this RFI process) who obtained or received this RFI may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFI.

All Tenderers are deemed to accept the rules, terms and conditions contained in Part C of this RFI.

The rules, terms and conditions contained in this RFI apply to:

- a. The RFI and any other information given, received, or made available about this RFI, and any revisions or annexures;
- b. The RFI Process; and
- c. Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFI or the Tendering Process.

#### 3.5 **STATUS OF REQUEST FOR TENDER / RFI**

This RFI is an invitation for person(s) to submit a RFI(s) for the provision of the services as set out in the *Specification contained in Part D of this RFI*.

Accordingly, this RFI 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 PMP and any Tenderer unless and until PMP has executed a formal written contract with the successful Tenderer.

#### 3.6 **ACCURACY OF THE TENDER / RFI**

Whilst all due care has been taken in connection with the preparation of this RFI, PMP makes no representations or warranties that the content in this RFI or any information communicated to or provided to Tenderers during the RFI Process is, or will be, accurate, current or complete. PMP,

and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFI or any other information provided by PMP (other than minor clerical matters), the Tenderer must promptly notify PMP in writing of such discrepancy, ambiguity, error or inconsistency to afford PMP an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in this RFI or any other information provided by PMP will, if possible, be corrected and provided to all Tenderers without attribution to the Tenderer who provided the written notice

### 3.7 **ADDITIONS AND AMENDMENTS TO THE RFI**

PMP reserves the right to change any information in, or to issue any addendum to this RFI before the Closing Date and Time. PMP and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

If PMP exercises its right to change information, it may seek amended RFI from all Tenderers.

### 3.8 **REPRESENTATIONS**

No representations made by or on behalf of PMP in relation to this RFI will be binding on PMP unless that representation is expressly incorporated into the contract ultimately entered between PMP and the successful Tenderer.

### 3.9 **CONFIDENTIALITY**

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

### 3.10 **UNAUTHORISED COMMUNICATIONS**

Communication (including promotional or advertising activities) with staff of PMP or their PMP assisting with the RFI Process is not permitted during the RFI Process. It is not intended to prevent communications with staff of, or advisors to, PMP to the extent that such communication is not related to this RFI or the Tendering Process.

Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the RFI Process in any way.

### 3.11 **IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

Tenderers may not seek or obtain the assistance of employees of PMP in the preparation of their RFI responses.

PMP may in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such improper assistance.

Tenderers are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

Any improper communication, canvassing, or engagement with any PMP people/person/representative will result in immediate disqualification from the RFI process

### 3.12 **ANTI-COMPETITIVE CONDUCT**

Tenderers 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 Tenderer or any other person(s) in respect of this RFI Process, including during the:

- a. Preparation or lodgement of their RFI;
- b. Evaluation and clarification of their RFI; and
- c. Negotiations with PMP.

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 PMP or any other Tenderer or any other person or organisation.

In addition to any other remedies available to it under law or contract, PMP may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the RFI Process.

### 3.13 **COMPLAINTS ABOUT THE RFI PROCESS**

Any complaint about the RFI 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 Tenderer.

The written complaint must set out:

- a. the basis for the complaint, specifying the issues involved;
- b. how the subject of the complaint affects the organisation or person making the complaint;
- c. any relevant background information; and
- d. the outcome desired by the person or organisation making the complaint.

If the matter relates to the conduct of an employee of PMP, the complaint should be addressed in writing marked for the attention of the Head Supply Chain Manager of PMP, and delivered to the physical address of PMP, as notified.

### 3.14 **CONFLICT OF INTEREST**

A Tenderer 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 PMP and the Tenderer's interests during the RFI Process.

The Tenderer 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 RFI. If the Tenderer submits its RFI and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the RFI, the Tenderer must notify PMP immediately in writing of that conflict.

PMP may immediately disqualify a Tenderer from the RFI Process if the Tenderer fails to notify PMP of the conflict of interest as required.

### 3.15 **LATE RFI's**

Tenders must be delivered by the Closing Date and Time. The Closing date and time may be extended by PMP in its absolute discretion by providing written notice to Tenderers.

RFI delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFI will be disqualified from the RFI Process and will be ineligible for consideration. ***No Late RFI will be accepted.***

The determination by PMP as to the actual date and time that a RFI is submitted is final.

### 3.16 TENDERER'S RESPONSIBILITIES

Tenderers are responsible for:

- a. examining this RFI and any documents referenced or attached to this RFI and any other information made or to be made available by PMP to Tenderers in connection with this RFI;
- b. fully informing themselves in relation to all matters arising from this RFI, including all matters regarding PMP requirements for the provision of the Services;
- c. ensuring that their RFI are accurate and complete;
- d. making their own enquiries and assessing all risks regarding this RFI, and fully considering and incorporating the impact of any known and unknown risks into their RFI;
- e. ensuring that they comply with all applicable laws with regards to the RFI 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
- f. submitting all Compulsory Documents.

Tenderers 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 Tenderer or a partner to the Tenderer) or an accredited verification agency.

Tenderers 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.

### 3.17 PREPARATION OF RFI

Tenderers must ensure that:

- a. Their RFI is submitted in the required format as Part B: **CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS.**
- b. All the required information fields in the RFI are completed in full and contain the information requested by PMP.

PMP may in its absolute discretion **reject** a RFI that does not include the information requested or is **not in the format required.**

Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective RFI is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

Where the Tenderer 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 RFI, or be included in the general statement of the Tenderer's usual operating conditions.

An incomplete RFI may be disqualified or assessed solely on the information completed or received with the RFI.

### 3.18 **ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

PMP may disregard any content in a RFI that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

PMP may permit a Tenderer to correct an unintentional error in its RFI where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if PMP reasonably considers that correction would materially alter the substance of the RFI or affect the fairness of the RFI process.

### 3.19 **OBLIGATION TO NOTIFY ERRORS**

If, after a Tenderer's Response has been submitted, the Tenderer 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 RFI), the Tenderer must promptly notify PMP of such error before closing date and time of the RFI.

### 3.20 **OCCUPATIONAL INJURIES AND DISEASES ACT 13 OF 1993**

The Tenderer warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. PMP reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to PMP.

### 3.21 **RESPONSIBILITY FOR RFI COSTS**

The Tenderers participation or involvement in any stage of the RFI Process is at the Tenderers sole risk, cost and expense. PMP will not be held responsible for, or pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their RFI.

PMP is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Tenderer's participation in the RFI Process, including without limitation, instances where:

- a. the Tenderer is not engaged to perform under any contract; or
- b. PMP exercises any right under this RFI or at law.

### 3.22 **DISCLOSURE OF RFI CONTENTS AND RFI INFORMATION**

All RFI received by PMP will be treated as confidential. PMP will not disclose contents of any RFI and RFI information, except:

- a. as required by law;
- b. for the purpose of investigations by other government authorities having relevant jurisdiction;
- c. to external consultants and advisors of PMP engaged to assist with the RFI Process; or for the general information of Tenderers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

### 3.23 **USE OF RFI**

Upon submission in accordance with the requirements relating to the submission of RFI, all RFI submitted become the property of PMP. Tenderers will retain all ownership rights in any intellectual property contained in the RFI.

Each Tenderer, by submission of their RFI, is deemed to have licensed PMP to reproduce the whole, or any portion, of their RFI for the sole purposes of enabling PMP to evaluate the RFI.

### 3.24 **RFI ACCEPTANCE**

All RFI received must remain open for acceptance for a minimum period of 90 (Ninety Days) days from the Closing Time. This period may be extended by written mutual agreement between PMP and the Tenderer.



### 3.25 CHANGES TO PRICE PROPOSALS

Changes by the Tenderers to submitted RFI will not be considered after the closing date and time.

### 3.26 DENEL PROCUREMENT PHILOSOPHY

It is the policy of Denel, that PMP complies with, 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:

- a. The PFMA and the PPPFA;
- b. Preferential Procurement Regulations 2017;
- c. Relevant Legislation; and
- d. **In its quest to advance Black-owned companies and individuals, PMP will actively support and give preference to companies with one or a combination of the following transformation profiles:**
  - **At least 51% Black owned ;**
  - **At least 51% Black Youth owned ;**
  - **At least 51% Black Women owned ;**
  - **At least 51% Black People With Disabilities owned ;**
  - **At least 51% owned by Black People Living in Rural or Underdeveloped areas or Townships;**
  - **At least 51% owned by Black People who are Military Veterans as defined in the B-BBEE Act.**

**Note:** As a SOC and 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.

### 3.27 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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, Tenderers are to note that PMP 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).

PMP shall use the lowest acceptable RFI to determine the applicable preference point system that is either 90/10- or 80/20-point system as per the PPPFA Regulations.

Tenderers 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.

Tenderers 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 Tenderer's B-BBEE certificate as stipulated in this document (the B-BBEE Preference Points Claim Form) at the Closing Date and Time of this RFI, will result in a **score of zero** being allocated for B-BBEE.

### 3.28 **B-BBEE JOINT VENTURES OR CONSORTIUMS**

Tenderers who wish to respond to this RFI as a Joint Venture [JV] or consortium with other entities, must state their intention to do so in their RFI submission.

Such Tenderers 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 PMP through this RFI process.

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 PMP.

Tenderers 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 RFI, will result in a **score of zero** being allocated for B-BBEE.

### 3.29 **NATIONAL TREASURY CENTRAL SUPPLIER DATA BASE**

Tenderers 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. PMP is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. A RFI **may not**

**be awarded** to a Tenderer 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/>. Respondents are required to provide the following to PMP in order to enable it to verify information on the CSD:

Supplier Number: ..... Unique Registration reference number: .....

### 3.30 **TAX COMPLIANCE**

A Tenderer must be *compliant on CSD (proof thereof to be available)* when submitting a proposal to PMP 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).

It is a condition of this RFI that the tax matters of the successful Tenderer are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the Tenderer's tax compliance status **through** the Central Supplier Database.

It is a requirement that a Tenderer grant a written confirmation when submitting a RFI that SARS may on an on-going basis during the tenure of the contract disclose the Tenderer's tax compliance status and by submitting this RFI such confirmation is deemed to have been granted.

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.

### 3.31 **NEW TAX COMPLIANCE STATUS SYSTEM (TCS)**

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.

Tenderers are required to provide the following to PMP in order to enable it to verify their tax compliance status:

a. Tax Clearance Certificate (TCC Number): .....

b. PIN: .....

### 3.32 EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

#### 3.32.1 MANDATORY EVALUATION CRITERIA (ANNEXURE B)

Only those Tenderers which satisfy all of the Mandatory Criteria (Annexure B) will be eligible to participate further in the Tendering Process.

Tenderers are required to complete Annexure B by indicating whether they comply with the requirement or not, by marking the appropriate column with an 'X'.

Tenderers are required to submit to their Tenders, supporting documentation to confirm their compliance with each requirement, where applicable. All supporting documents are to be filed in File 1 of the Qualifying Stage File (Mandatory)

#### 3.32.2 FIRST STAGE – FUNCTIONAL EVALUATION (ANNEXURE C) (MANDATORY)

Tenderers are evaluated based on the functional criteria set out in this RFI.

Only those Tenderers who complete and comply with the Yes / No requirement and supply documented proof that the requirement has been met, will be evaluated.

The Functional Evaluation that will be used to assess the capability and capacity of the tenderers will be according to the completion of the above document.

#### 3.32.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

This stage will not be evaluated for this RFI, as the main objective of this RFI is to set up and appoint a panel of service providers. This appointment process of the panel will follow a two stage process.

Once pre-qualified suppliers are appointed then they will have to submit samples for evaluation purposes. The second stage is where, where they may RFI, based on the 80/20 or 90/10 preference point systems which is relevant for local suppliers. At this stage capacity/capability/location, will be treated as objective criteria, and may become factors in tender award.

**NOTE:** All requirements as set out in *PART D: STATEMENT OF WORK* must be printed and initialled.

### 3.33 **STATUS OF RFI**

Each RFI constitutes an irrevocable offer by the Tenderer to PMP to provide the Products/Services required and otherwise to satisfy the requirements of the Specification as set out in this RFI.

A RFI must not be conditional on:

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

PMP may, in its absolute discretion, disregard any RFI that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

PMP reserves the right to accept a RFI in part or in whole or to negotiate with a Tenderer in accordance with the provisions of this RFI and the applicable laws and regulations.

### 3.34 **CLARIFICATION OF RFI**

PMP may seek clarification from and enter into discussions with any or all of the Tenderers in relation to their RFI. PMP may use the information obtained when clarification is sought or discussions are held in interpreting the RFI and evaluating the cost and risk of accepting the RFI. Failure to supply clarification to the satisfaction of PMP may render the RFI liable to disqualification.

PMP is under no obligation to seek clarification of anything in a RFI and reserves the right to disregard any clarification that PMP considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFI.

### 3.35 **DISCUSSION WITH TENDERERS**

PMP is under no obligation to discuss the outcome of the RFI process with any of the Tenderers.

### 3.36 **SUCCESSFUL RFI**

Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and PMP for the supply of Products / Services until such time that PMP and the successful Tenderer conclude the SLA.

The Tenderer is bound by its Proposal and all other documents forming part of its Response, and PMP will not entertain any material deviation from the original offer.

### 3.37 **NO OBLIGATION TO ENTER INTO CONTRACT**

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

### 3.38 **TENDERER WARRANTIES**

By submitting a RFI, a Tenderer warrants that:

- a. It did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of PMP, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFI;
- b. it did not use the improper assistance of PMP employees or information unlawfully obtained from them in compiling its RFI;
- c. it is responsible for all costs and expenses related to the preparation and submission of its RFI, and any future process connected with or relating to the Tendering Process;
- d. it accepts and will comply with the terms set out in this RFI; and
- e. It will provide additional information in a timely manner as requested by PMP to clarify any matters contained in the RFI.

### 3.39 **PMP RIGHTS**

Notwithstanding anything else in this RFI, and without limiting its rights at law or otherwise, PMP reserves the right, in its absolute discretion at any time, to:

- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;

- b. Alter the structure and/or the timing of this RFI or the Tendering Process;
- c. Amend any RFI condition, RFI validity period, RFI specifications or extend the RFI closing date, all before the RFI closing date:
- d. Terminate the participation of any Tenderer or any other person in the Tendering Process;
- e. Request additional relevant information, agreements and other documents to verify information provided in the RFI response or request clarification from any Tenderer or any other person;
- f. Provide additional information or clarification;
- g. Negotiate with any one or more Tenderer's;
- h. Call for new RFI;
- i. Reject any RFI that does not comply with the requirements of this RFT.
- j. Disregard the lowest priced RFI or any RFI in part or in whole
- k. Categorise the RFI into different areas of expertise
- l. Conduct site visits at the Tenderers Offices or at Client's Site or office if so required

#### 3.40 **GOVERNING LAWS**

This RFI and the Tendering Process are governed by the laws of the Republic of South Africa. All RFI must be completed using the English language and all costing must be in South African Rand.

#### 4. PART D: STATEMENT OF WORK

##### 4.1 BACKGROUND

PMP is an Ammunition Manufacturer that designs, develops, produces, Ammunition and Weapons.

Pretoria Metal Pressings a Division of Denel SOC Ltd is inviting via a competitive bidding process, suitably, qualified, reliable, experienced service providers with proven capabilities to provide the organization with Cartridge Cases for Commercial Ammunition manufacturing.

Only bidders whose core capabilities it is to Supply CARTRIDGE CASES FOR COMMERCIAL AMMUNITION MANUFACTURING will be considered during the RFI process.

##### 4.2 PURPOSE

**The main purpose of this RFI is to identify and establish a Panel of suppliers.**

##### 4.3 SCOPE OF WORK

- a. Only suppliers that adhere to the required functional specifications will be considered for this evaluation and can qualify to be added to the panel register.
- b. The Manufacturing and Supply of Cartridge Cases for the manufacturing of Commercial ammunition.
- c. All specified documentation when initiating a delivery such as delivery notes, inspection certificates invoices and documents of the specific items must accompany items upon delivery.
- d. Site visits of successful suppliers will be conducted prior to final awarding of the panel register notification.

#### Note:

- **SBD1 document to be signed by foreign suppliers.**



#### 4.4 Product list

Cartridge Cases	Price/1000
1 9mm Luger	
2 .45 ACP	
3 .357 Magnum	
4 .38 Special	
5 .223 Remington	
6 .308 Win	
7 .270 Win	
8 30-06 Springfield	
9 .300 Win	
10 .375 Mag	
11 7 x 57mm Mauser	
12 .243 Win	

#### 4.5 TECHNICAL REQUIREMENTS:

- a. Ownership of IP to be clearly determined and stated upfront to any RFI
- b. Delivery of test items as per sample supplied to PMP.
- c. Proof of testing facility calibration certificates.
- d. Testing procedures to be supplied with each submission.

#### 4.6 SUPPLIER MANAGEMENT AND KPI's

The Suppliers will be evaluated by the following criteria:

##### 4.6.1 VALUE ADDING:

##### 4.6.1.1 Quality

- ISO 9001:2015 Quality Management system is mandatory.
- Testing facilities for manufactured items with proven records and updated test certificates.

##### 4.6.1.2 Cost

- Cost competitiveness
- Accuracy of completion of pricing schedule and RFI documents.
- General commercial consideration.

#### 4.6.1.3 Service

- Invoice and Statement accuracy
- Timeously delivery of Statements

#### 4.6.1.4 Delivery

- On time delivery to PMP as per agreed upon schedule.
- All items to be delivered DAP, 1 Ruth First Street Lotus Gardens Pretoria West South Africa.
- Packing of delivered materials to prevent damage during transport & handling.

**ANNEXURE A: CHECKLIST FOR COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS**

- Complete the following Annexure A and B Checklist for completion. The copy to be attached as index page of each file.
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexures that complete the RFI Document
- Bidders are requested to *initial and number each page of* the RFI document on the bottom right hand corner.

**NOTE:** Should all of these documents not be included, the Tenderer may be disqualified on the basis of non-compliance.

**ANNEXURE A .1: FILE 1 CONTENTS:**

YES	NO		
<input type="checkbox"/>	<input type="checkbox"/>	Part A:	SBD 1 - Invitation to RFI (with a signature of an authorised representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C:	<b>SBD 2 - Tax Clearance Certificate Requirement RSA suppliers only</b>
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D:	SBD 4 - Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure R:	SBD 5 – The National Industrial Participation Program
<input type="checkbox"/>	<input type="checkbox"/>	Annexure W:	<b>Declaration Certificate for Local production and content designated sectors.</b>
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F:	SBD 8: Declaration of Tenderer’s Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G:	SBD 9: Certificate of Independent RFI Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H:	<b>Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation</b>
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I:	Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure J:	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 L:	Denel Standard Terms and Conditions of Procurement (Company Policy)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure M:	Supporting documents - CSD Registration Summary Report (RSA suppliers only).
<input type="checkbox"/>	<input type="checkbox"/>	Annexure N:	Recent references and transactions the Tenderer has handled as specified in this document (If applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure O:	EE report or detailed employee profile report and Transformation Plan (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure P:	Proposed Human Resources and Organogram for RFI submission.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure Q:	Government Procurement: General conditions of contract
<input type="checkbox"/>	<input type="checkbox"/>	Annexure T:	Details of Experience in partnering with companies owned and managed by Black People (If applicable)

#### ANNEXURE A .2: FILE 2 CONTENTS:

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	One (1) original (three (3) hard copies) for the Functionality evaluation stage (Annexure C) with its supporting Documents.
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of RFI and Undertakings by Tenderer (each page to be initialled by an authorised representative)
<input type="checkbox"/>	<input type="checkbox"/>	Part D: Statement of work (only initialised)

## ANNEXURE B: MANDATORY EVALUATION CRITERIA

**File 1 Contents:** Qualifying evaluation stage (Mandatory).

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
1. Tenderer is a South African-owned company (Submit Certified ID Copies of the Shareholder and Directors)			
2. SBD 1 – (Part A) Invitation to RFI (with a signature of an authorised representative of the Tenderer)			
3. <b>SBD 2 - (Annexure C)</b> <b>Valid Tax Clearance Certificate or an access Pin to SARS e-Filing</b>			
4. SBD 4 – (Annexure D) Declaration of interest			
5. SBD 5 – (Annexure D) The National Industrial Participation Program			
6. SBD 6.2 - (Annexure W) Declaration Certificate for Local Production and Content for Design Sector			
7. SBD 8 - (Annexure F) Declaration of Bidder's past Supply Chain Management Practices			
8. SBD 9 - (Annexure D) Certificate of Independent Bid Determination			
9. Annexure H Certified copy of the CIPC Company Registration documents listing all members with percentages, in the case of a closed corporation.			
10. Annexure I Tenderers are required, as Annexure "I" to their RFI, to submit certified copies of their latest Shareholder Agreements.			
11. Annexure J (Joint Venture) Tenderers which submit RFI as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure J, a breakdown of how the fees and work will be split			

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
between the various people or entities which constitute the Tenderer. (if applicable):			
12. Annexure L Denel Standard Terms and Conditions of Procurement (Company Policy) (To be initialled in the bottom right hand corner)			
13. <b>Annexure M</b> <b>Central Supplier database proof of registration (submit summary report as supporting documentation).</b>			
14. Annexure N Recent references and transactions the Tenderer has handled as specified in this document (If applicable)			
15. <b>Annexure O</b> <b>EE report or detailed employee profile report and Transformation Plan (if applicable)</b>			
16. Annexure P Proposed Human Recourses and Organogram. The Tenderer must have the necessary infrastructure and capacity to meet PMP requirements.			
17. Annexure Q Government Procurement; General Conditions of Contract (To be initialled in the bottom right hand corner)			
18. Annexure W Details of Experience in partnering with companies owned and managed by Black People (If applicable)			
19. Valid B-BBEE Certificate (but won't result in disqualification, instead a Tenderer will be scored zero)			
20. Current Banking Details on letter from the Bank issued on a bank letterhead with stamp / cancelled cheque.			
21. Applicable Regulatory Body certificates ( <i>if applicable</i> )			

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
Note: Failure to meet the above requirements may result in disqualification			

## ANNEXURE C: FUNCTIONAL EVALUATION TABLE

**File 2 Contents:** Functional evaluation stage (Mandatory).

1	SUPPLY OF CASES FOR COMMERCIAL AMMUNITION MANUFACTURING			
	Item	Yes / No	Measurable proof	Page number to find response.
1.1	Does the cases comply to CIP Standards?		Confirmation letter	
1.2	Does the cases comply to SAAMI Standards?		Confirmation letter	
1.3	Are you currently delivering the same or similar products to other clients?		Letters from clients.	
1.5	Do you have an ISO 9001:2015 Quality Management system		ISO 9001 certificate	
1.6	Are there any restrictions on the export of manufactured products from these cups to any other country?		Letter of Confirmation.	

**NOTE:** The SBD1 Document below to be completed by all suppliers.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:		CLOSING DATE:			CLOSING TIME:		
DESCRIPTION							32
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
<b>5.</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>6.</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	



**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”