



**DENEL SOC LTD T/A DENEL LAND SYSTEMS INC MECHEM**

**DLS150653**

**REQUEST TO TENDER**

**FOR**

**MANUFACTURING AND SUPPLY OF FILLING APPARATUS GENERAL ASSY  
AND RELATED SPARES**

**ALL COMPONENTS TO HAVE SURFACE TREATMENT ACCORDING TO MILITARY  
SPECIFICATION**

### APPROVAL SHEET

TITLE: FILLING APPARATUS GENERAL ASSY AND RELATED SPARES  
 TENDER NUMBER: DLS150653  
 REVISION: 00  
 DATE: 27 FEBRUARY 2019  
 DEPARTMENT: SUPPLY CHAIN  
 CLASSIFICATION: RESTRICTED  
 DISTRIBUTION: VIA TENDER WEBSITE OF NATIONAL TREASURY  
<http://www.etenders.gov.za>  
 UNDER: Department - Denel (Pty) Ltd  
<http://www.denellandsystems.co.za>  
 UNDER: About Us - Tenders  
<http://www.denel.co.za/tenders>  
 UNDER: Our Business - Tenders

RECOMMENDED BY:   
 DATE: 26/02/2019

NAME IN PRINT: M. M. Mkhanyane

APPROVED BY:   
 DATE: 26/02/2019

NAME IN PRINT: R. E. Mbuyi

APPROVED BY:   
 DATE: 26/2/19

NAME IN PRINT: Ella Jordaan

## REQUEST FOR TENDER

**IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS TENDER IS SUBJECT TO MANDATORY CRITERIA AS OUTLINED BELOW.**

**IF YOU DO NOT ATTEND THE COMPULSORY BRIEFING SESSION YOU WILL BE DISQUALIFIED.**

**ONLY COMPANIES FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFT:**

1. Companies with a B-BBEE status/level of 1 to 7.
2. Companies must be willing to partner with a designated company as stipulated by Denel.

<b>TENDER NUMBER:</b>	DLS150653
<b>TENDER CLOSING DATE:</b>	20 MARCH 2019
<b>CLOSING TIME:</b>	11:00 AM SOUTH AFRICAN TIME
<b>COMPULSORY BRIEFING:</b>	7 MARCH 2019 AT 10:00 AM SOUTH AFRICAN TIME
<b>CLOSING DATE FOR ENQUIRIES:</b>	12 MARCH 2019
<b>PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	120 DAYS
<b>DESCRIPTION OF TENDER:</b>	FILLING APPARATUS GENERAL ASSY AND RELATED SPARES
<b>TENDER DOCUMENTS DELIVERY ADDRESS:</b>	TENDER BOX, DLS RECEPTION, 368 SELBORNE AVENUE, LYTTTELTON
<b>TENDER ENQUIRY EMAIL ADDRESS:</b>	TENDERS@DLSYS.CO.ZA

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## PART A: SBD 1 INVITATION TO TENDER

**THE PURPOSE OF THIS RFT:** FILLING APPARATUS GENERAL ASSY AND RELATED SPARES

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

**The Tender box is open during the following hours (07:00 – 17:00) Monday to Friday.**

ALL TENDERS MUST BE SUBMITTED ON THIS DOCUMENT – **(NOT TO BE RE-TYPED)**

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

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT 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 TENDER 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		NO	
SANAS BBBEE CERTIFICATE SUBMITTED?	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE:				

## PART B: CHECKLIST OF COMPULSORY RETURNABLE DOCUMENTS

**Please adhere to the following instructions:**

1. Tick in the relevant block below:

- Ensure that the following documents are completed and signed where applicable.
- Use the prescribed sequence in attaching the annexures that complete the Tender 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) for Qualifying and Functionality Evaluations - (clearly marked as original and copies). <b>This means that 8 separate envelopes per tender is required. These envelopes must be clearly marked.</b> |
|--------------------------|--------------------------|--|

**Each submission must be divided and enclosed into two (2) separate envelopes, one (1) envelope for Qualifying and Functional Evaluations and the other one for Price and Preferential Points (Annexure "A" as well as the Local Content Declaration Forms).**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part A:</b> Invitation to Tender (with a signature of an authorised representative of the BIDDER)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part C:</b> Specifications, Conditions of Tender and Undertakings by BIDDER (with a signature of an authorised representative of the BIDDER)      |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure A:</b> Schedule of Rates/Price Proposal <b>(If applicable)</b>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure B:</b> Executive Summary   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure C:</b> SBD 2 - Tax Clearance Certificate Requirement   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure D:</b> Declaration of Interest   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure E:</b> SBD 6.1 and SANAS B-BBEE status level certificate   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F:</b> SBD 8: Declaration of BIDDER's Past Supply Chain Practices  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G:</b> SBD 9: Certificate of Independent Tender Determination  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I:</b> Certified copies of latest share certificates, in case of a company   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J (if applicable):</b> A breakdown of how fees and work will be spread between members of the Tendering consortium.                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> Supporting documents in response to Mandatory Criteria /Requirements  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure L:</b> General Conditions of Contract  |

- Annexure M:** Supporting documents - CSD Registration Summary Report
- Annexure N:** Recent references and transactions the BIDDER has handled as specified in this document **(If applicable)**
- Annexure O:** EE report or detailed employee profile report and Transformation Plan **(if applicable)**
- Annexure P:** Proposed Human Resources and Organogram
- Annexure Q:** Details of Experience in partnering with companies owned and managed by Black People **(If applicable)**



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

### 1 DEFINITIONS

In this Request for Proposals, 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 Preferential Procurement Regulations, 2017;
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday;
- 1.5 **Tender** means a written offer in the prescribed or stipulated form lodged by a BIDDER 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;
- 1.6 **BIDDER** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Tender;
- 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 (Tender Timetable) in this Part C, by which Tenders must be received;
- 1.10 **Denel** means Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
- 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 (Stage 1) and Price and Preferential Points (Stage 2) Assessment;
- 1.12 **Functional Criteria** means the criteria set out in clause 32.2 referring to the qualifying specification 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;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel, as specified in this RFT Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel and successful BIDDER;
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 **Specification** means specification or description of Denel'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 Tenders and concluding upon formal announcement by Denel 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 under its name with web address [www.denel.co.za](http://www.denel.co.za);

**Note:** The term SLA and Contract are used interchangeably in this document.

## 2 TENDER OFFICE

DENEL LAND SYSTEMS – Procurement

For any enquiries, kindly forward your queries to [Tenders@dlsys.co.za](mailto:Tenders@dlsys.co.za)

**No questions will be answered telephonically.**

Kindly note that it is the sole responsibility of the BIDDER, to ensure they attend the **Compulsory Briefing**. The briefing will be used to clarify any issues in this tender document. (If applicable).

Denel will not be held liable/responsible in the event that BIDDER do not view responses to questions/queries/comments which were posted on the e-Tender portal.

No canvassing of any Denel employee will be tolerated and that will result in an **immediate disqualification** of the BIDDER.

## 3 TENDER TIMETABLE

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

Activity	Date
Advertisement of tender	26 FEBRUARY 2019
RFT document available	On <a href="http://www.etender.gov.za">www.etender.gov.za</a> and <a href="http://www.denel.co.za">www.denel.co.za</a>
Closing date and time	18 MARCH 2019 AT 11:00 AM
Intended completion of evaluation of tenders	31 MAY 2019
Intended formal notification of successful BIDDER(s)	31 MAY 2019
Signing of Service Level Agreement	31 MAY 2019
Effective date	3 JUNE 2019

## 4 SUBMISSION OF TENDERS

4.1 Hardcopies of Tenders are to be submitted to:

Physical Address of Tender Box	DLS Reception Denel Land Systems 368 Selborne Avenue Lyttelton
Hours of access to Tender Box	06:00 - 17:00
Information to be marked on package containing Tender Envelope.  Indicate whether each envelope pertains to:  <b>Envelope 1:</b> 'Qualifying and Functional Evaluation' and <b>Envelope 2:</b> 'Price and Preference Points' and 'Declaration of Local Content'	

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

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

- 4.2 BIDDER are requested to initial each page of the tender 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 BIDDER 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 TENDER**

This RFT is an invitation for person(s) to submit a Tender(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 and any BIDDER unless and until Denel 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 makes no representations or warranties that the content in this RFT or any information communicated to or provided to BIDDER during the Tendering Process is, or will be, accurate, current or complete. Denel, 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 (other than minor clerical matters), the BIDDER must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel 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 will, if possible, be corrected and provided to all BIDDER without attribution to the BIDDER who provided the written notice.

## **8 ADDITIONS AND AMENDMENTS TO THE RFT**

- 8.1 Denel reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Date and Time. Denel 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 exercises its right to change information in terms of Clause 8.1, it may seek amended Tenders from all BIDDER.

## **9 REPRESENTATIONS**

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

## **10 CONFIDENTIALITY**

All persons (including all BIDDER) 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 Tender in response to this RFT.

## **11 UNAUTHORISED COMMUNICATIONS**

- 11.1 Communication (including promotional or advertising activities) with staff of Denel or staff 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 to the extent that such communication is not related to this RFT or the Tendering Process.
- 11.2 BIDDER 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 BIDDER may not seek or obtain the assistance of employees of Denel in the preparation of their tender responses.
- 12.2 Denel may in its absolute discretion, immediately disqualify a BIDDER that it believes has sought or obtained such improper assistance.
- 12.3 BIDDER 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 people/person/representative will result in immediate disqualification from the RFT process.

## **13 ANTI-COMPETITIVE CONDUCT**

- 13.1 BIDDER 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 lodgment of their tender;

- b. Evaluation and clarification of their tender; and
- c. Negotiations with Denel.

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 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 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, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of Denel, and delivered to the physical address of Denel, 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 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 Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the BIDDER must notify Denel immediately in writing of that conflict.

15.3 Denel may immediately disqualify a BIDDER from the Tendering Process if the BIDDER fails to notify Denel of the conflict of interest as required.

## 16 LATE TENDERS

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

16.2 Tenders 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 Tenders will be accepted.**

16.3 The determination by Denel as to the actual date and time that a Tender is submitted is final.

## 17 BIDDER'S RESPONSIBILITIES

- 17.1 BIDDER 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 to BIDDER 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's requirements for the provision of the Services;
  - 17.1.3 ensuring that their Tenders 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 Tender;
  - 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 BIDDER 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.
- 17.3 BIDDER 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 TENDERS

- 18.1 BIDDER must ensure that:
- 18.1.1 Their Tender is submitted in the required format as stipulated in this RFT; and
  - 18.1.2 All the required information fields in the Tender are completed in full and contain the information requested by Denel.
- 18.2 Denel may in its absolute discretion reject a Tender 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 Tender 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 Tender, or be included in the general statement of the BIDDER's usual operating conditions.
- 18.5 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.**

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

### **19.1 Denel may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the BIDDER.**

19.2 Denel may permit a BIDDER to correct an unintentional error in its Tender 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 Tender 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 of such error before closing date and time of the tender.

## **21 RESPONSIBILITY FOR TENDERING COSTS**

21.1 The BIDDER participation or involvement in any stage of the Tendering Process is at the BIDDER sole risk, cost and expense. Denel will not be held responsible for, or pay for, any expense or loss that may be incurred by BIDDER in relation to the preparation or lodgment of their Tender.

21.2 Denel 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 exercises any right under this RFT or at law.

## **22 DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION**

22.1 All Tenders received by Denel will be treated as confidential. Denel will not disclose contents of any Tender and Tender 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 engaged to assist with the Tendering Process; or for the general information of BIDDER required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **23 USE OF TENDERS**

23.1 Upon submission in accordance with the requirements relating to the submission of Tenders, all Tenders submitted become the property of Denel. BIDDER will retain all ownership rights in any intellectual property contained in the Tenders.

23.2 Each BIDDER, by submission of their Tender, is deemed to have licensed Denel to reproduce the whole, or any portion, of their Tender for the sole purposes of enabling Denel to evaluate the Tender.



## 24 TENDER ACCEPTANCE

All Tenders received must remain open for acceptance for a minimum period of 180 (One hundred and eighty) days from the Closing Time. This period may be extended by written mutual agreement between Denel and the BIDDER.

## 25 CHANGES TO PRICE PROPOSALS

Changes by the BIDDER to submitted Tenders will not be considered after the closing date and time.

## 26 DENEL PROCUREMENT PHILOSOPHY

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 The PFMA and the PPPFA;
- 26.2 Preferential Procurement Regulations 2017;
- 26.3 Relevant Legislation; and
- 26.4 In its quest to advance Black-owned companies and individuals, Denel 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.

- Note:**
- 1. Denel as a SOC are 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 will lead to the disqualification of the bid.**

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

- 27.1 As explained in more detail in the BBBEE 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, BIDDER are to note that Denel 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 shall use the lowest acceptable Tender 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 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.
- 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

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 is required to ensure that price proposals are invited and accepted from prospective BIDDERS listed on the CSD. A Tender 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/>. Respondents are required to provide the following to Denel in order to enable it to verify information on the CSD:

Supplier Name: .....  
Unique registration reference number: MAAA .....

## 30 TAX COMPLIANCE

- 30.1 A BIDDER must be compliant when submitting a proposal to Denel 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 BIDDER 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 Tender 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 Tender 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 BIDDER are required to provide the following to Denel in order to enable it to verify their tax compliance status:
- Tax reference number: .....
- Tax Clearance Certificate & TCC Number: ..... and PIN: .....

## 32 EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

- 32.1 MANDATORY EVALUATION CRITERIA
- 32.1.1 Only those BIDDER which satisfy all of the Mandatory Criteria will 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'. BIDDER are required to submit as Annexure K to their Tenders supporting documentation to confirm their compliance with each requirement, where applicable.

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
1. BIDDER is a South African-owned company (Submit Certified ID Copies of the Shareholders and Directors)			
2. The BIDDER must have the necessary infrastructure and capacity to meet Denel requirements.			
3. Valid Tax Clearance Certificate or an access Pin to SARS e-Filing.			
4. Valid BBBEE Certificate( but won't result in disqualification, instead a BIDDER will be scored zero)			
5. Central Supplier database proof of registration (submit supporting documentation).			
6. Certified copy of the Company Registration with CIPC			
7. Current Banking Details on letter from the Bank issued on a bank letterhead with stamp.			
8. Certified copies of all share holder certificates ( <b>Detailed breakdown of shareholding</b> )			
9. A copy of the shareholder agreement <b>(if there is more than one shareholder)</b>			
10. Applicable Regulatory Body certificates (if applicable)			
11. Others			
<b>Note: Failure to meet the above requirements will result in automatic disqualification.</b>			

## 32.2 FIRST STAGE – FUNCTIONAL EVALUATION

**32.2.1 BIDDER are evaluated based on the functional criteria set out in this RFT. Only those BIDDER which score eighty (80) points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Tender.**

32.2.2 The Functional Evaluation that will be used to assess the capability and capacity of the BIDDER will be as follows:

EVALUATION CRITERIA	% WEIGHTING	LEGEND
Relevant Capability & Experience	40	Is this the Supplier's core business?
Interpretation of the brief	10	Does the quotation fully satisfy our requirement?
Capacity	20	Does the supplier have the capacity to execute the
Lead-time	10	Does Supplier's lead-time comply with the requirement?
Quality	20	Does the supplier produce quality in line with the
<b>TOTAL</b>	<b>100%</b>	
MINIMUM SCORE	80% subject to change based on requirements	

### 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 Tenders will be in respect of price and B-BBEE status only. Points will be allocated to BIDDER at this stage of the evaluation in accordance with the PPPFA Regulations, as follows:

- Price points 80 or Price point 90
- B-BBEE 20 B-BBEE 10

**NB:** The 80/20 formula applies to tenders 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 90/10 formula applies to tenders 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 Tender evaluation. However, DENEL may exercise its right to cancel the RFT or may award the tender to a company that did not obtain the highest score based on objective business criteria or transformation requirements.

**Note:** Denel 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:

$P_s = 80 (1 - (P_t - P_{min}) / P_{min})$  or  $P_s = 90 (1 - (P_t - P_{min}) / P_{min})$  Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

### 32.3.4 Preferential Procurement Points

A maximum of 20 or 10 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>B-BBEE Status Level Contributor</b>	<b>Number of Points (80/20 System)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (90/10 System)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	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 Tender.

### 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 TENDER

- 33.1 Each Tender constitutes an irrevocable offer by the BIDDER to Denel to provide the Products/Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.
- 33.2 A Tender must not be conditional on:
- a. the Board approval of the Tender 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;
  - 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 may, in its absolute discretion, disregard any tender 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 reserves the right to accept a Tender 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 TENDERS

- 34.1 Denel may seek clarification from and enter into discussions with any or all of the BIDDER in relation to their Tender. Denel may use the information obtained when clarification is sought or discussions are held in interpreting the Tender and evaluating the cost and risk of accepting the Tender. Failure to supply clarification to the satisfaction of Denel may render the Tender liable to disqualification.
- 34.2 Denel is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that Denel considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

### 35 DISCUSSION WITH BIDDERS

**Denel is under no obligation to discuss the outcome of the tender process with any of the BIDDER.**

### 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 for the supply of Products / Services until such time that Denel and the successful BIDDER conclude the SLA.

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

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

Denel 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 Tender that complies in all relevant respects with the requirements of Denel, 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 Denel will be free to proceed via any alternative process.

### **38 BIDDER WARRANTIES**

- 38.1 By submitting a Tender, a BIDDER warrants that:
- 38.1.1 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, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
  - 38.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Tender;
  - 38.1.3 it is responsible for all costs and expenses related to the preparation and submission of its Tender, and any future process connected with or relating to the Tendering Process;
  - 38.1.4 it accepts and will comply with the terms set out in this RFT; and
  - 38.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Tender.

### **39 DENEL'S RIGHTS**

- 39.1 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, Denel reserves the right, in its absolute discretion at any time, to:
- 39.1.1 Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
  - 39.1.2 Alter the structure and/or the timing of this RFT or the Tendering Process;
  - 39.1.3 Amend any tender condition, tender validity period, RFT specifications or extend the tender closing date, all before the tender closing date;
  - 39.1.4 Terminate the participation of any BIDDER or any other person in the Tendering Process;
  - 39.1.5 Request additional relevant information, agreements and other documents to verify information provided in the tender response or request clarification from any BIDDER or any other person;
  - 39.1.6 Provide additional information or clarification;
  - 39.1.7 Negotiate with any one or more BIDDER's;
  - 39.1.8 Call for new Tenders;
  - 39.1.9 Reject any Tender that does not comply with the requirements of this RFT.;



- 39.1.10 Disregard the lowest priced tender or any tender in part or in whole;
- 39.1.11 Categorise the tenders into different areas of expertise;
- 39.1.12 Conduct site visits at the BIDDER Offices or at Client's Site or office if so required;
- 39.1.13 Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 01 of 2013\2014: 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 Tenders must be completed using the English language, and
- 40.3 All costing must be in South African Rand.

## 41 PART D: STATEMENT OF WORK

PART NUMBER	DESCRIPTION	QUANTITY	DELIVERY DATE
400811655000 06	FILLING APP GENERAL	10	SEE ANNEXURE F
400501435000 03	VALVE FILLING	20	SEE ANNEXURE F
423013965003 05	HOSE ASSY OIL	20	SEE ANNEXURE F
423015005001 08	ADAPTOR ASSY	20	SEE ANNEXURE F
423013345001 07	HOSE ASSY ( NITROGEN )	20	SEE ANNEXURE F

### 41.1 SCOPE OF WORK: SEE APPENDIX F

### 41.2 APPENDICES - WILL BE GIVEN ON A SEPARATE CD

41.2.1	APPENDIX A -	NDA - WILL BE ADVERTISED ALONG WITH THE TENDER DOCUMENT
41.2.2	APPENDIX B -	STANDARD TERMS AND CONDITIONS
41.2.3	APPENDIX C -	LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE
41.2.4	APPENDIX D -	IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C
41.2.5	APPENDIX E -	LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C
41.2.6	APPENDIX F -	DELIVERY SCHEDULE
41.2.7	APPENDIX G -	QA REQUIREMENTS
41.2.8	APPENDIX H -	DRAWINGS
41.2.9	APPENDIX I -	PRODUCT STRUCTURE
41.2.10	APPENDIX J-	COC DLS92
41.2.11	APPENDIX K -	EXECUTION PLAN
41.2.12	APPENDIX L -	DTI GUIDELINES FOR LOCAL CONTENT

## ANNEXURE A: PRICE PROPOSAL

BIDDER must complete the table for the Schedule of Rates below and submitted as a pricing proposal. Failure to submit this document will result in the BIDDER's submission being disqualified.

### A.1 CURRENCY

All prices must be quoted in South African Rand on a fixed price basis, with all applicable taxes included.

### A.2 PRICES SUBJECT TO CONFIRMATION

Prices quoted which are subject to confirmation will not be considered.

### A.3 BINDING OFFER

Any tender furnished pursuant to this RFT shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

### A.4 DISCLAIMERS

BIDDER are hereby advised that Denel is not committed to any course of action as a result of its issuance of this RFT and/or its receipt of Tenders. In particular, please note that Denel reserves the right to:

- A.4.1 Modify the RFT's requirements and request BIDDER to re-tender on any changes;
- A.4.2 Reject any Tender which does not conform to instructions and specifications which are detailed herein;
- A.4.3 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- A.4.4 Reject all Tenders/Proposals, if it so decides;
- A.4.5 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFT;
- A.4.6 Split the award between more than one enterprise/organisation should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- A.4.7 Validate any information submitted by BIDDER in response to this Tender. This would include, but is not limited to, requesting the BIDDER to provide supporting evidence. By submitting a tender, BIDDER hereby irrevocably grant the necessary consent to Denel to do so;
- A.4.8 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- A.4.9 Award the Tender to the next highest ranked BIDDER, should the preferred BIDDER fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred BIDDER is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the tenders of the next ranked BIDDER(s) will be deemed to remain valid, irrespective of whether the next ranked BIDDER(s) were issued with a Letter of Regret. BIDDER may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;

A.4.10 Cancel the contract and/or place the BIDDER on Denel's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the BIDDER, which after award of the contract, is proven to have been incorrect;

A.4.11 Award Tender to the highest scoring BIDDER(s) unless objective criteria justifies the award to another BIDDER.

**Note:** Denel will not reimburse any BIDDER for any preparatory costs or other work performed in connection with its Proposal, whether or not the BIDDER is awarded a contract.

## **A.5 PAYMENT TERMS**

The service provider shall note and accept Denel's payment terms as stipulated in the SLA and/or contract.

## **A.6 SCHEDULE OF RATES/PRICE**

As applicable

**Note:** This Annexure must be put in the Envelope for 'Price and Preference' as prescribed in Clause 4.1 above.

## ANNEXURE B: EXECUTIVE SUMMARY

### Annexure H – CIPC Registration Documents

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

### Annexure I – Latest Shareholder Agreements

BIDDER are required, as Annexure “I” to their Tenders, to submit certified copies of their latest Shareholder Agreements.

### Annexure J – Joint Venture, Consortium Documents

BIDDER which submit Tenders 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 between the various people or entities which constitute the BIDDER.

### Annexure K – Mandatory Evaluation Criteria

BIDDER are required to include, as Annexure K to their Tenders, supporting documents to their responses. These include:

- a. Valid BBBEE Certificate.
- b. Proof of registration with the Central Supplier database.
- c. Certified copy of the Company Registration with CIPC.
- d. Original letter from the Bank issued on a bank letterhead with stamp.
- e. Certified copies of all shareholder certificates and their ID copies.
- f. Certified copies of shareholder agreements **(if applicable)**

### Annexure L – General Conditions of Contract

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

### Annexure M – CSD Registration

CSD Registration Summary Report

### Annexure N – References and Transactions

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

### Annexure O – Transformation Plan /Status

BIDDER that do not meet Denel's transformation requirements must submit a Transformation Plan outlining steps to address shortcomings in their current status.

The transformation plan must be submitted as part of the original bid submission. Failure to do so will lead to the disqualification of the bid.

### SBD 3.1 - PRICING SCHEDULE – FIXED PRICES

**NOTE:** Only fixed prices will be accepted. Firm prices (including prices subject to rates of exchange variations) will not be considered.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

Name of Bidder	
Bid Number	
Closing Time	
Closing Date	

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

**PRICE ESCALATIONS MUST BE IN LINE WITH THE SEIFSA ESCALATION FORMULA**  
**BASE DATE OF THE TENDER IS: 01 MARCH 2019**

Note:

All delivery costs must be **INCLUDED** in the bid price, for delivery at the prescribed destination.

With the exception of basic prices, where required, **ALL PRICES SHALL BE QUOTED IN SOUTH AFRICAN CURRENCY.**

All drawings and control requirement documents will be handed out at the compulsory briefing session (if applicable).

The bid prices shall be given in the units shown.

<i>ITEM NO</i>	<i>PART NO</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE INCLUDING VAT</i>	<i>TOTAL PRICE INCLUDING VAT</i>	<i>UNIT PRICE EXCLUDING VAT</i>	<i>TOTAL PRICE EXCLUDING VAT</i>	<i>LEAD TIMES</i>

**IMPORTANT NOTICE: PLEASE ENSURE THAT THE PRICES QUOTED FOR IS ACCORDING TO THE DRAWING AND LEAD TIMES MUST BE INDICATED. IF QUOTED INCORRECTLY THE BID WILL BE DISQUALIFIED.**

Required By	
At	

Brand and Model	
Country of Original	

Does the offer comply with the specification(s)? \*

YES		NO	
-----	--	----	--

If not to specification, indicate deviation(s)

--

Period required for delivery	
------------------------------	--

\* Delivery: Fixed/Firm

Delivery Basis	
----------------	--

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\* Delete if not applicable

### SBD 3.2 - PRICING SCHEDULE – FIRM PRICES

**NOTE:** Price adjustments will be allowed at the periods and times specified in the bidding documents.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

Name of Bidder	
Bid Number	
Closing Time	
Closing Date	

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

**PRICE ESCALATIONS MUST BE IN LINE WITH THE SEIFSA ESCALATION FORMULA**  
**BASE DATE OF THE TENDER IS: 01 MARCH 2019**

Note:

All delivery costs must be **INCLUDED** in the bid price, for delivery at the prescribed destination.

With the exception of basic prices, where required, **ALL PRICES SHALL BE QUOTED IN SOUTH AFRICAN CURRENCY.**

All drawings and control requirement documents will be handed out at the compulsory briefing session (if applicable).

The bid prices shall be given in the units shown

<i>ITEM NO</i>	<i>PART NO</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE INCLUDING VAT</i>	<i>TOTAL PRICE INCLUDING VAT</i>	<i>UNIT PRICE EXCLUDING VAT</i>	<i>TOTAL PRICE EXCLUDING VAT</i>	<i>LEAD TIMES</i>

**IMPORTANT NOTICE: PLEASE ENSURE THAT THE PRICES QUOTED FOR IS ACCORDING TO THE DRAWING AND LEAD TIMES MUST BE INDICATED. IF QUOTED INCORRECTLY THE BID WILL BE DISQUALIFIED.**

Required By	
At	



Brand and Model	
Country of Original	

Does the offer comply with the specification(s)? \*

YES		NO	
-----	--	----	--

If not to specification, indicate deviation(s)

--

Period required for delivery	
------------------------------	--

Delivery: \*Fixed/Firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## SBD 3.2 - PRICE ADJUSTMENTS

### A FIRM PRICES SUBJECT TO ESCALATION

1. In cases of period contracts, firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in fixed prices when calculating the comparative prices
2. In this category price escalations will be considered in terms of the following formulae, or a formulae as agreed between the buyer and the seller:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 100% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R10, R20 = Index figure at time of bidding.
- VPt = 0% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following SEIFSA index/indices must be used to calculate your bid price:

Index		Dated	
Index		Dated	
Index		Dated	
Index		Dated	

4. Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## SBD 4 - DECLARATION OF CONFLICT OF INTEREST

Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- a. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Full Name of bidder or his or her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

Company Registration Number	
Tax Reference Number	
VAT Registration Number	

- i. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- a. any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. any municipality or municipal entity;
- c. provincial legislature;
- d. national Assembly or the national Council of provinces; or
- e. Parliament.

2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise. Are you or any person connected with the bidder presently employed by the state?

YES		NO	
-----	--	----	--

ii. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

--

Name of state institution at which you or the person connected to the bidder is employed:

--

Position occupied in the state institution:

--

Any other particulars:


iii. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES		NO	
-----	--	----	--

If yes, did you attached proof of such authority to the bid document?

YES		NO	
-----	--	----	--

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

If no, furnish reasons for non-submission of such proof:


iv. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES		NO	
-----	--	----	--

v. If so, furnish particulars:


b. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES		NO	
-----	--	----	--

If so, furnish particulars.


c. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES		NO	
-----	--	----	--

If so, furnish particulars.


d. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES		NO	
-----	--	----	--

If so, furnish particulars:


Full details of directors / trustees / members / shareholders

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER /

			PERSAL NUMBER

e. Declaration

I, the undersigned (name)

--

certify that the information furnished in paragraph 1 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

SIGNATURE	DATE

POSITION	NAME OF BIDDER

## SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This 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 (BBB-EE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBB-EE, AS PRESCRIBED IN THE 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**).
  - 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 exceed/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:
- (a) Price; and
  - (b) BBB-EE Status Level of Contribution.

If **Local Content** was not indicated in **Annexures, C, D and E** the tender will be **DISQUALIFIED. No further adjudicated will take place.**

- 1.4 The Functionality element will be determined as follows:

Relevant Capability & Experience	40	Is this the Supplier's core business?
Interpretation of the brief	10	Does the quotation fully satisfy our requirement?
Capacity	20	Does the supplier have the capacity to execute the requirement?
Lead-time	10	Does Supplier's lead-time comply with the requirement?
Quality	20	Does the supplier produce quality in line with the requirements?
<b>Functionality Score</b>	<b>100%</b>	<b>Total Functionality Score</b>
<b>Qualifying Functionality Threshold:</b>	<b>80</b>	Minimum functionality score required by supplier

Bids that fail to score a minimum of 80 points out of a possible 100 points for functionality will not be eligible for further consideration.

The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality.

Sufficient information must be provided to allow the Evaluation Panel to score bids against all these criteria.

- 1.5 The maximum points for this bid are allocated as follows:



Points

Price	80
BBB-EE Status Level Of Contribution	20
Total points must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of BBB-EE 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 BBB-EE status level of contribution are not claimed.
- 1.7 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.
- 1.8 If the price offered by a bidder scoring the highest points is above the project budget or not market related the Buyer may:**
- Negotiate a market related price with the bidder scoring the highest points or **cancel the tender;**
  - If the bidder does not agree to the market-related price, negotiate a market related price with the bidder scoring the second highest points or **cancel the tender;**
  - If the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points or **cancel the tender .**

## 2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"BBB-EE status level of contributor"** means the BBB-EE 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;
- 2.4 **"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;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"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;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"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;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

- 4.1 The 80/20 Or 90/10 Preference Point Systems

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

## 5. POINTS AWARDED FOR BBB-EE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the BBB-EE status level of contribution in accordance with the table below:

BBB-EE STATUS LEVEL OF CONTRIBUTOR	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

5.2 Bidders who qualify as EMEs in terms of the BBB-EE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with BBB-EE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid BBB-EE status level verification certificate or a certified copy thereof, substantiating their BBB-EE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their BBB-EE status level as a legal entity, provided that the entity submits their BBB-EE status level certificate.

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

- 5.6 Tertiary institutions and public entities will be required to submit their BBB-EE status level certificates in terms of the specialized scorecard contained in the BBB-EE Codes of Good Practice.
- 5.7 A person will not be awarded points for BBB-EE 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.
- 5.8 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 BBB-EE 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.

**6. BID DECLARATION**

- 6.1 Bidders who claim points in respect of BBB-EE Status Level of Contribution must complete the following:
  - 6.1.1 BBB-EE status level of contribution claimed in terms of paragraphs 1.5 and 5.1
  - 6.1.2 BBB-EE Status Level of Contribution: = \_\_\_\_\_ (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a BBB-EE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**7 SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

YES		NO	
-----	--	----	--

**(tick applicable box)**

7.1.1 If yes, indicate:

what percentage of the contract will be subcontracted?

%

the name of the sub-contractor?

the BBB-EE status level of the sub-contractor?

whether the sub-contractor is an EME or QSE?

YES		NO	
-----	--	----	--

**(tick applicable box)**

Specify by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017.

<b>DESIGNATED GROUP</b>	<b>EME</b>	<b>QSE</b>
<b>EME OR QSE WHICH IS AT LEAST 51% OWNED BY:</b>	✓	✓
Black people		
Black people who are youth		
Black people who are woman		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 Type Of Company/ Firm [**Tick applicable box**]

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

8.5 Describe Principal Business Activities


8.6 Company Classification **[Tick applicable box]**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

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

8.8 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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- a. The information furnished is true and correct;
- b. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- d. If the BBB-EE 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 –
  - i disqualify the person from the bidding process;
  - ii recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - iii 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;
  - iv. 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 forward the matter for criminal prosecution.

Signature(s) of Bidder(s)

Date:

--

Address:


Witnesses:

1.
2.

Date:

--

## **SBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **ALL ANNEXURES MENTIONED HERE WILL BE GIVEN ON A CD AFTER RECEIPT OF A SIGNED NDA**

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

3. Item number	Description of services, works or goods	Part number	Stipulated minimum threshold
1	Filling App General Assy	400811655000 06	100%
2	Adaptor Assy	423015005001 08	100%

3. Does any portion of the goods or services offered have any imported content?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

CURRENCY	RATES OF EXCHANGE
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. **Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the Dti must be informed accordingly in order for the Dti to verify and in consultation with the Accounting Officer/Accounting Authority provide directives in this regard.**

## LOCAL CONTENT DECLARATION

(REFER TO ANNEXURE B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:  
the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)

R \_\_\_\_\_

Imported content (x), as calculated in terms of SATS 1286:2011

R \_\_\_\_\_

Stipulated minimum threshold for local content (paragraph 3 above) \_\_\_\_\_

Local content %, as calculated in terms of SATS 1286:2011 \_\_\_\_\_

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_



**SBD 7.1 - CONTRACT FORM - SALE OF GOODS/WORKS - PART 1**  
**(TO BE FILLED IN BY THE BIDDER)**

This form must be filled in duplicate by both the successful bidder (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.

1. I

hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents from (name of institution)

in accordance with the requirements stipulated in (bid number) ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

a. Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Declaration of interest;
- Declaration of bidder’s past SCM practices;
- Special Conditions of Contract;

b. General Conditions of Contract; and

c. Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

Signed at

On

Name	
Capacity	
Signature	
Name of Firm	
Date	

## Witnesses:

1	
2	
Date	

Official Stamp

--

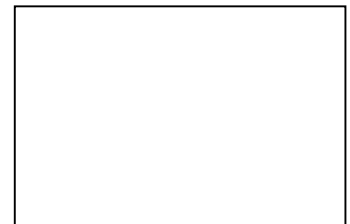


Name	
Capacity	
Signature	
Name of Firm	
Date	

Witnesses:

1	
2	
Date	

Official Stamp



## SBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of <b>Restricted Suppliers</b> as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for <b>Tender Defaulters</b> in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for <b><i>fraud or corruption</i></b> during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of <b><i>failure to perform</i></b> on or comply with the contract?		
4.4.1	If so, furnish particulars:		

## CERTIFICATION

I, the undersigned (full name)

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

--	--

SIGNATURE

DATE

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POSITION

NAME OF BIDDER



### SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I,

the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of (Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. price
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.
10. 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.

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SIGNATURE

DATE

--	--

POSITION

NAME OF BIDDER

## INDUSTRIAL PARTICIPATION

### VERY IMPORTANT NOTE:

**Bidders and/or potential sub-contractors, which might supply products and/or services with a foreign content, to Denel SOC Ltd t/a Denel Land Systems incorporating Mechem (DLS), need to complete this document as part of its offer/proposal to DLS.**

### BACKGROUND

The Defence industrial Participation (DIP) programme is an integral part of the Department of Defence policy and complements the Department of Trade and Industry's National Industrial Participation (NIP) programme. In terms of these requirements, DIP and NIP obligations will be applicable in all procurement purchases which might contain foreign content placed by DLS on a sub-contractor in accordance with the DIP and NIP thresholds and guidelines (as may be amended from time-to-time) determined by the Department of Defence and the Department of Trade and Industry respectively.

I/We the undersigned, therefore and hereby confirm as follows:

Company name : .....

Address: .....

.....

Contact person: .....

Tel number: .....

Email: .....

### 1. COMMITMENT WITH REGARDS TO DEFENCE INDUSTRIAL PARTICIPATION:

1.1. It is clearly understood that the Defence Industrial Participation (DIP) Obligation will be **at least 50%** of the total foreign content value of the contract/sub-contract.

1.2. It is therefore clearly understood that the total DIP Obligation will be discharged through a combination of one or more of local work share, co-development, co-production, R&D, technology transfer, skills development and training, establishment of MRO capabilities, foreign direct investment, jigs, tooling, test equipment, and the export of defence-related products.

1.3. All DIP activities contemplated will be recorded and subsequently discharged in accordance with the prescribed DIP business plan format.

1.4. All DIP business plans, and correspondence in relation to the DIP obligation and its subsequent reporting, claims and discharge will be channelled through DLS. Note that all decisions with regard to the approval of DIP business plans and awarding of DIP credits lie solely with Armscor's DIP Division.

**2. COMMITMENT WITH REGARDS TO NON-DEFENCE INDUSTRIAL PARTICIPATION:**

2.1. It clearly understood that the Non-Defence Industrial Participation (NIP) Obligation will be **at least 30%** of the total foreign content value of the contract/sub-contract

2.2. It is thus clearly understood that the NIP Obligation Business Plan will be recorded and subsequently discharged in accordance with the NIP guidelines of the Department of Trade and Industry (DTI).

2.3. All NIP business plans and correspondence in relation to the NIP obligation and its subsequent reporting, claims and discharge will be channelled through DLS. Note that all decisions with regard to the awarding of NIP credits lie solely with the DTI's Industrial Participation (IP) Control Committee.

**3. GENERAL DIRECTIVES RELATED TO THIS DIP AND NIP UNDERTAKING AND SUBSEQUENT COMMITMENT:**

3.1 Excess credits earned and awarded can be banked. Banked credits may be offered as a part discharge of the obligation in accordance with the rules of Armscor and the DTI.

3.2 It is further required that foreign sub-contractors engage with and place contracts with suitably qualified local Broad Based Black Economic Empowerment (BBBEE) category entities. Contracts to the value of at least 25% of the DIP commitment and 20% of the NIP commitments must be placed upon the latter.

3.3 Separate prescribed bank guarantees acceptable to Denel, will be issued in accordance with the Industrial Participation (IP) sub-agreement to be signed with DLS or its holding company. The value of the bank guarantees will be at least 5% of the commitment on DIP (50%) and at least 5% of the commitment on NIP (30%).

- 3.4 A DIP proposal must not include any civilian/non-defence related projects or services, except DUAL-USE products/ services as provided by a local company, subject to prior approval by ARMSCOR. "Dual-use" shall mean those products, technologies supplied and/or services rendered by a company and where such products, technologies and/or services could be used for either defence or non-defence related purposes. The NIP commitment must not duplicate any DIP-related activities.
- 3.5 No multipliers whatsoever will be considered by ARMSCOR in determining any form of DIP credit or in assessing the value of DIP activities as committed in my/our business plan, especially in the case of proposed technology transfers.
- 3.6 Limited levels of multipliers are used by the DTI in determining NIP credits.

**4. DISCLAIMER**

**It is the bidder/sub-contractors sole responsibility to ensure that it is fully familiar with all the terms and conditions of DLS, Armscor and the DTI as related to both DIP and NIP obligations and by signing this confirmation, it acknowledges that it has read and fully understands these terms and conditions.**

**5. CONFIDENTIALITY**

The signatory to this document shall take note not to reveal or disseminate any information as contained in this and subsequent documentation (as related to DIP and NIP), to any party, person or entity outside DLS, the South African Ministry of Defence, the Defence Secretariat, the SANDF, ARMSCOR or the DTI, without the written and express consent of DLS. In the event that such information is disseminated prior to the official awarding of the tender, such an event could lead to the disqualification of the tender response/proposal.

- 6. I/We hereby state that the selection of local suppliers and the choice of business activities are my/our company's own decision and was not made under duress or undue influence of any person or entity in Denel, ARMSCOR, DTI, the DOD and/or the SANDF.

This confirmation is completed and signed by duly authorized person(s), as per attached proxy/power of attorney, to act for and **on behalf of the sub-contractor** at ..... (place) on this ..... day of



..... (month) ..... (year) without favour or under influence or duress.

**WITNESSES**

**BIDDER**

1. ....  
Signature

.....  
Signature/Name and Capacity

2. ....  
Signature

.....  
Signature/Name and Capacity

**WITNESSES**

**ON BEHALF OF SUB-CONTRACTOR**

1. ....  
Signature

.....  
Signature/Name and Capacity

2. ....  
Signature

.....  
Signature/Name and Capacity