



DENEL SOC LTD T/A DENEL LAND SYSTEMS INC MECHEM

DLS 07 01 20-21

RFP FOR APPOINTMENT OF THE PANEL FOR THE PROVISION OF FREIGHT FORWARDING AND CUSTOM CLEARING SERVICES AT DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR A FURTHER TWO (2) YEARS BASED ON PERFORMANCE

**BINDING OF DOCUMENTS
DOCUMENTS SUBMITTED MUST BE BINDED**

NB: NO LOSE PAPERS WILL BE ACCEPTED

1 HARD COPY AND 1 SOFT COPY (EMAIL OR MEMORY STICK)

TO BE SUBMITTED OF EACH OF THE DOCUMENTS REQUIRED

NB: READ THROUGH THE ENTIRE DOCUMENT WITH CARE!!

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Denel SOC LTD. Respondents are to note that only those that have responded to this RFP and who have passed the mandatory & minimum technical threshold together with the pre-qualification will form part of the approved list.

1 APPENDICES

APPENDIX A - NDA - DOWNLOAD FROM ALL PORTALS TOGETHER WITH RFP DOCUMENT

APPENDIX B - DLS STANDARD TERMS AND CONDITIONS - DOWNLOAD FROM ALL PORTALS TOGETHER WITH RFP DOCUMENT

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER/S TO BE INCLUDED AS PART OF THE PANEL FOR PROVISION OF FREIGHT FORWARDING AND CUSTOM CLEARING SERVICES AT DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR FURTHER TWO (2) YEARS BASED ON PERFORMANCE

1 BACKGROUND

INVITATION OF PROFESSIONAL FREIGHT AND CLEARING AGENTS to enable Denel Soc Ltd to be able to develop an approved list for the Freight Forwarding and Custom Clearing Services for a period of Three (3) Years with an option to renew for further two years based on performance with a minimum of Three (3) and maximum Five (5) Service Providers .

THEREAFTER THROUGH AN EVALUATION PROCESS AND PRE-QUALIFICATION Develop an approved list for the Freight Forwarding and Custom Clearing Services for a fixed period of Three (3) years with an option to renew for further two years based on performance with a minimum of Three (3) and maximum Five (5) Service Providers.

2 INPUTS

Freight logistics and the shipping of military as well as commercial commodities typically consisting of raw materials, chemical products, explosives, missiles, aircraft and aircraft components and sub-assemblies, systems and system components, vehicles and components of vehicles, armaments, munitions, components of munitions and mechanical/electrical components and hardware, as well as capital goods. A need for periodic cross trade shipments is also required, the requirement, which may grow in future. Importation and exportation is applicable to all commodities, by sea and air, inclusive of domestic road transportation and collection/delivery needs. Above commodities include dangerous goods, inclusive of defence controlled equipment, subject to import or export authorizations.

3 ACTIVITIES

- 3.1 Handling of dangerous goods by duly certified staff members, **copies of accreditation to be submitted with the bids**. Act as a representative and ensure the management of all rebates, refunds, temporary imports/exports, provisional payments and drawbacks of customs duties on behalf of the Denel group. The chartering of aircraft and sea vessels as and when required/requested, the provision of a turnkey service, managing all the applicable aspects, inclusive of external interfaces. Submission of proof by the service provider of its financial ability to operate a deferment account with SARS, the requirement at present estimated to be R2.5 (m) or more. The service provider shall assume full and total liability for any penalties, interest and any additional cost of whatsoever nature levied by any party, including any authorities, unless the service provider can prove the prevention of such was beyond their control. The service provider shall submit evidence that they are accredited by the South African Revenue Service and the applicable authorities of the other Countries listed herein. The service provider shall submit confirmation of the various license/s held by the service provider to perform the Services. (Mandatory requirement). A list of all local [RSA] as well as international offices, including contact details, staff names and complement and location addresses to be made available as evidence of infrastructure and footprint/location. All the freight forwarders must make use of extensive sub-contracting to various shipping companies in the world. In developing these sub-contracting networks Shipping companies can focus on certain regions where they believe they can create the most value for their Company. They negotiate rate advantages and through experience link up with sub-contractors that have a well-established track record in moving Hazardous cargo, kindly provide comprehensive lists of these sub-contracting networks and the countries in which they originate.
- 3.2 The implementation of an innovative and modern filing system and the safekeeping of all documents related to shipping and all logistical transaction documents (Import and Export), for the periods as required by legislation, with a one-day retrieval service. The service provider shall be required to prepare and present monthly reporting against agreed Key Performance Indicators (KPI's) measuring and reporting on service levels, volumes, costs, trends as well as the identification of cost reduction opportunities. The service provider shall establish and enter into a Service Level Agreement with Denel and its operating divisions, which includes standard operating practices, clearly defining performance levels and service options. Provide similar assignment and defence industry experience.

4 OUTPUTS

- 4.1 Identification of the key resource(s) that will be responsible for the engagement per area of specialisation along with their experience;

- 4.2 How the resource(s) will be assigned, including the offices of all personnel to be assigned (describe the coordination process if multiple offices will be used, in the various regions);
- 4.3 Number of resource(s) in the 'core team' dedicated to Denel land Systems;
- 4.4 Plan(s) to maintain human resources continuity;
- 4.5 Resource(s) and project(s) management on a day-to-day basis;
- 4.6 Resource(s) further development to enhance their skills base;
- 4.7 Resource(s) further development and plans to enhance BBBEE; and
- 4.8 Routine communications with Denel Land Systems shipping department(s) and management.
- 4.9 Similar assignment and defence industry experience;
- 4.10 Exposure of State-Owned Company (SOC) environment;
- 4.11 Service providers must have Inland transport capability
- 4.12 Professional membership/accreditation; South African Maritime Safety Association; Directorate Conventional Arms Control (DCAC); National Conventional Arms Control Committee (NCACC); these are mandatory requirements and must be submitted as part of the proposal. .

APPROVAL SHEET

TITLE: PANEL OF SERVICE PROVIDER FOR THE PROVISION OF FREIGHT FORWARDING AND
CUSTOM CLEARING SERVICES

PROPOSAL NUMBER: DLS

DEPARTMENT: SUPPLY CHAIN

CLASSIFICATION: RESTRICTED

DISTRIBUTION: <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:



HEAD OF PROCUREMENT

DATE: 22 January 2021.....

NAME IN PRINT: Dolly Makole

APPROVED BY:

PP 
TECHNICAL AUTHORITY

DATE: 22/01/2021

NAME IN PRINT:



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SBD 1 - INVITATION FOR PROPOSAL

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

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

1. Companies with a B-BBEE status/level of 1 to 8.

YOU ARE HEREBY INVITED TO PROPOSAL FOR REQUIREMENTS OF Denel SOC Ltd T/A Denel Land Systems Inc Mechem					
PROPOSAL NUMBER	DLS 07 01 20-21	CLOSING DATE	25 FEBRUARY 2021	CLOSING TIME	11:00AM
BRIEFING SESSION	A VIRTUAL BRIEFING SESSION WILL BE HELD VIA MS TEAMS ON THE 2 ND OF FEBRUARY 2021 AT 11:00 AM. IF YOU ARE INTERESTED IN BEING INVITED PLEASE SEND YOUR DETAILS TO TENDERS@DLSYS.CO.ZA				
CLOSING DATE FOR WRITTEN QUESTIONS	10 FEBRUARY 2021				
DESCRIPTION OF PROPOSAL REQUIREMENT					
PROVISION OF FREIGHT FORWARDING AND CUSTOM CLEARING SERVICES					
Proposal response documents may be deposited in the Proposal box situated at:					
<p>Proposal Box Denel Land Systems Reception 368 Selborne Avenue Lyttelton</p> <p>Availability time: 07:00 - 17:00 South African Time</p>					
Proposal procedure enquiries may be directed to			Technical enquiries may be directed to:		
Contact person	Ella Jordaan		Contact person	Ella Jordaan	
E-mail address	Tenders@dlsys.co.za		E-mail address	Tenders@dlsys.co.za	
Supplier information					
Name of Bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cellphone number					
Facsimile number	Code		Number		
E-mail address					
Vat registration number					
Supplier tax compliance status	Tax compliance system pin:		Or	Central supplier database no:	MAAA
BBBEE status level verification certificate	<input type="checkbox"/> YES <input type="checkbox"/> NO		BBBEE status level sworn affidavit	<input type="checkbox"/> YES <input type="checkbox"/> NO	

A BBBEE status level verification certificate/ sworn affidavit (for EME'S & QSE'S) must be submitted in order to qualify for preference points for BBBEE			
Are you the accredited representative in South Africa for the goods /services /works offered?	<input type="checkbox"/> YES <input type="checkbox"/> NO [if yes enclose proof]	Are you a foreign based supplier for the goods /services /works offered?	<input type="checkbox"/> YES <input type="checkbox"/> NO [if yes, answer the questionnaire below]

QUESTIONNAIRE TO PROPOSAL - FOREIGN SUPPLIERS ONLY			
Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Does the entity have a branch in the RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Does the entity have any source of income in the RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 BELOW.</p>			

TERMS AND CONDITIONS FOR PROPOSAL

1 PROPOSAL SUBMISSION	
1.1	Proposals must be delivered by the stipulated time to the correct address. Late Proposals will not be accepted for consideration.
1.2	All Proposals must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the Proposal document.
1.3	This Proposal is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
1.4	The successful Bidder will be required to fill in and sign a written contract form (SBD7).
1.5	The award of the proposal may be subjected to price negotiation with the preferred Bidders.
2 TAX COMPLIANCE REQUIREMENTS	
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the Organ of State to verify the taxpayer's profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za .
2.4	Bidders may also submit a printed TCS certificate together with the Proposal.
2.5	In Proposals where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.
2.6	Where no TCS pin is available but the Bidder is registered on the central supplier database (CSD), a CSD number must be provided.
2.7	No Proposals will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members / persons in the service of the state.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE PROPOSAL INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

CHECKLIST OF COMPULSORY RETURNABLE DOCUMENTS

Please adhere to the following instructions:

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 Proposal Document.

NB: Should all these documents not be included; the Bidder will be disqualified based on non-compliance.

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	Invitation for Proposal (Signed)
<input type="checkbox"/>	<input type="checkbox"/>	Terms and Conditions for Proposal (Signed)
<input type="checkbox"/>	<input type="checkbox"/>	Checklist of Compulsory Returnable Documents (Ticked)

PLEASE SEPARATE ANNEXURES THAT YOU SUBMIT WITH **COLOURED PAPER**

<input type="checkbox"/>	<input type="checkbox"/>	SBD 1 Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	SBD 2 Proof of Tax Compliance, and registration on Central Supplier Database (CSD Report)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4 Declaration of Conflict of Interest - Signed
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2017 and SANAS B-BBEE certificate / or certified affidavit
<input type="checkbox"/>	<input type="checkbox"/>	SBD 8 Declaration of Bidder's Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	SBD 9 Certificate of Independent Proposal Determination
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Bidders are required to include certified copies of all relevant CIPC registration documents. In the case of a closed corporation all members and percentages must be listed.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Bidders are required to submit certified copies of their latest Shareholder Agreements – If Applicable
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: Bidders which submit Proposals as an unincorporated joint venture, consortium or other association of persons are required to submit a breakdown of how the fees and work will be split between the various people or entities which constitute the Bidder – If Applicable
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: DLS Standard Terms and Conditions – Signed
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: Recent references and transactions the Bidder has handled as specified in the evaluation criteria – If Applicable
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Bidders 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 Proposal submission.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Company Organogram and proposed human resources for this specific project.

<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: Details of Experience in partnering with companies owned and managed by Black People – If Applicable
<input type="checkbox"/>	<input type="checkbox"/>	Annexure O: Provide latest audited or independently reviewed financial statements. If the audited or independently reviewed financial statements are older than 6 months , provide latest management accounts as well.

1**VALIDITY PERIOD**

120 Business Days from Closing Date of 25 February 2021

Bidders are to note that they may be requested to extend the validity period of their Proposal, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

SPECIFICATIONS, CONDITIONS OF PROPOSAL AND UNDERTAKINGS BY BIDDER**1 DEFINITIONS**

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

- 1.1 **All applicable taxes** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.3 **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);
- 1.4 **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;
- 1.5 **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;
- 1.6 **Proposal** 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 Proposal processes or proposals;
- 1.7 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.8 **Business Day** means a day which is not a Saturday, Sunday or public holiday;
- 1.9 **Closing date and time** means the Date and time, specified as such under the Clause 3 (Proposal Timetable) in this Part C, by which Proposals must be received;
- 1.10 **Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);
- 1.11 **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;
- 1.12 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B;
- 1.13 **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;
- 1.14 **Contract** means the agreement that results from the acceptance of a Proposal by an organ of state;
- 1.15 **Denel** means Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
- 1.16 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 1.17 **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;
- 1.18 **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;
- 1.19 **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;

- 1.20 **Functionality** means the measurement according to predetermined norms, as set out in the Proposal 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;
- 1.21 **Includes or including** means includes or including without limitation;
- 1.22 **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;
- 1.23 **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;
- 1.24 **Non-firm prices** mean all prices other than firm prices;
- 1.25 **Person** includes a juristic person;
- 1.26 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.27 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.28 **Price and Preferential Points Assessment** means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
- 1.29 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.30 **Rand value** means the total estimated value of a contract in South African currency, calculated at the time of Proposal invitations, and includes all applicable taxes and excise duties;
- 1.31 **REQUEST FOR PROPOSAL or RFP** 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;
- 1.32 **SARS** means the South African Revenue Service;
- 1.33 **Services** means the services required by Denel, as specified in this RFP Part D;
- 1.34 **SLA** means Service Level Agreement that will be concluded between Denel and successful Bidder;
- 1.35 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.36 **Specification** means specification or description of Denel's requirements contained in this RFP;
- 1.37 **State** means the Republic of South Africa;
- 1.38 **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;
- 1.39 **Proposal** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this REQUEST FOR PROPOSAL (RFP), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP ;
- 1.40 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Proposal;
- 1.41 **Proposal Process** means the process commenced by the issuing of this REQUEST FOR PROPOSALS and concluding upon formal announcement by Denel of the selection of a successful Bidder (s) or upon the earlier termination of the process;
- 1.42 **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;

1.43 **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

1.44 **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.

1.45 **Website** means a website administered by Denel under its name with web address www.denellandsystems.co.za;

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

2 TENDER OFFICE

DENEL LAND SYSTEMS – Procurement

NO QUERIES / QUESTIONS WILL BE ENTERTAINED TELEPHONICALLY. ALL QUERIES / QUESTIONS MUST BE EMAILED TO Tenders@dlsys.co.za

DOCUMENTS MAY BE UPDATED IN SOME INSTANCES ON ALL THE PORTALS BEFORE CLOSURE, SO BIDDERS MUST MAKE SURE ON A REGULAR BASIS THAT THEY ARE WORKING ON THE CORRECT DOCUMENT, FOR INSTANCE CLOSING DATES MAY BE EXTENDED IN SOME CASE BEFORE THE CLOSING DATE. BIDDERS MUST MAKE SURE THAT THEY WORK WITH THE LATEST SPECIFICATIONS AND DRAWINGS BEFORE PREPARING THEIR PROPOSAL.

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

3 SUBMISSION OF PROPOSALS

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

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

4 RULES GOVERNING THIS RFP AND THE PROPOSAL PROCESS

4.1 Participation in the proposal process is subject to compliance with the rules, terms and conditions of this RFP.

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

4.3 All Bidders are deemed to accept the rules, terms and conditions of this RFP.

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

4.4.1 The RFP and any other information given, received, or made available about this RFP, and any revisions or annexures;

4.4.2 The Proposal Process; and

4.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFP or the Proposal Process.

5 STATUS OF REQUEST FOR PROPOSAL

This RFP is an invitation for person(s) to submit a Proposal(s) for the provision of the services as set out in this RFP. Accordingly, this RFP 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.

6 ACCURACY OF THE RFP

- 6.1 Whilst all due care has been taken in connection with the preparation of this RFP , Denel makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Proposal 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.
- 6.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP 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).
- 6.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by Denel will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

7 ADDITIONS AND AMENDMENTS TO THE RFP

- 7.1 Denel reserves the right to change any information in, or to issue any addendum to this RFP 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.
- 7.2 If Denel exercises its right to change information in terms of Clause 7.1, it may seek amended Proposals from all Bidders.

8 REPRESENTATIONS

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

9 CONFIDENTIALITY

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

10 UNAUTHORISED COMMUNICATIONS

- 10.1 Communication (including promotional or advertising activities) with staff of Denel or staff assisting with the Proposal Process is not permitted during the Proposal Process. Nothing in this Clause 10 is intended to prevent communications with staff of, or advisors to, Denel to the extent that such communication is not related to this RFP or the Proposal Process.
- 10.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Proposal Process in any way.

11 IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 11.1 Bidders may not seek or obtain the assistance of employees of Denel in the preparation of their proposal responses.
- 11.2 Denel may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 11.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.
- 11.4 Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFP process.

12 ANTI-COMPETITIVE CONDUCT

- 12.1 Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person(s) in respect of this Proposal Process, including during the:
- a. Preparation or lodgment of their proposal;
 - b. Evaluation and clarification of their proposal; and
 - c. Negotiations with Denel.
- 12.2 For the purposes of this Clause 12, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether such information is confidential to Denel or any other Bidder or any other person or organisation.
- 12.3 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 Proposal Process.

13 COMPLAINTS ABOUT THE PROPOSAL PROCESS

- 13.1 Any complaint about the RFP or the Proposal Process must be submitted to the Proposal Office via the Proposal Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 13.2 The written complaint must set out:
- 13.2.1 The basis for the complaint, specifying the issues involved;
 - 13.2.2 How the subject of the complaint affects the organisation or person making the complaint;
 - 13.2.3 Any relevant background information; and
 - 13.2.4 The outcome desired by the person or organisation making the complaint.
- 13.3 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.

14 CONFLICT OF INTEREST

- 14.1 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 Proposal Process.
- 14.2 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 RFP. If the Bidders submits its Proposal and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Proposal, the Bidder must notify Denel immediately in writing of that conflict.
- 14.3 Denel may immediately disqualify a Bidder from the Proposal Process if the Bidder fails to notify Denel of the conflict of interest as required.

15 LATE PROPOSALS

- 15.1 Proposals 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.
- 15.2** Proposals delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Proposal Process and will be ineligible for consideration. **No Late Proposals will be accepted.**
- 15.3 The determination by Denel as to the actual date and time that a Proposal is submitted is final.

16 BIDDER 'S RESPONSIBILITIES

- 16.1 Bidders are responsible for:
 - 16.1.1 Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by Denel to Bidders in connection with this RFP;
 - 16.1.2 Fully informing themselves in relation to all matters arising from this RFP, including all matters regarding Denel's requirements for the provision of the Services;
 - 16.1.3 Ensuring that their Proposals are accurate and complete;
 - 16.1.4 Making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Proposal;
 - 16.1.5 Ensuring that they comply with all applicable laws with regards to the Proposal 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
 - 16.1.6 Submitting all Compulsory Documents.
- 16.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Bidder or a partner to the Bidder) or an accredited verification agency.
- 16.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

17 PREPARATION OF PROPOSALS

- 17.1 Bidders must ensure that:
 - 17.1.1 Their Proposal is submitted in the required format as stipulated in this RFP; and
 - 17.1.2 All the required information fields in the Proposal are completed in full and contain the information requested by Denel.
- 17.2 Denel may in its absolute discretion reject a Proposal that does not include the information requested or if is not in the format required.
- 17.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Proposal is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 17.4 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 enough that the statement appears only as part of an attachment to the Proposal or be included in the general statement of the Bidder's usual operating conditions.
- 17.5 An incomplete Proposal may be disqualified or assessed solely on the information completed or received with the Proposal.

18 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 Proposal), the Bidder must promptly notify Denel of such error before closing date and time of the proposal.

19 RESPONSIBILITY FOR PROPOSAL COSTS

- 19.1 The Bidders participation or involvement in any stage of the Proposal Process is at the Bidders sole risk, cost and expense. Denel will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgment of their Proposal.
- 19.2 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 Proposal Process, including without limitation, instances where:
 - 19.2.1 The Bidder is not engaged to perform under any contract; or
 - 19.2.2 Denel exercises any right under this RFP or at law.

20 DISCLOSURE OF PROPOSAL CONTENTS AND PROPOSAL INFORMATION

- 20.1 All Proposals received by Denel will be treated as confidential. Denel will not disclose contents of any Proposal and Proposal information, except:
 - 20.1.1 As required by law;
 - 20.1.2 For the purpose of investigations by other government authorities having relevant jurisdiction;
 - 20.1.3 To external consultants and advisors of Denel engaged to assist with the Proposal Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

21 USE OF PROPOSALS

- 21.1 Upon submission in accordance with the requirements relating to the submission of Proposals, all Proposals submitted become the property of Denel. Bidders will retain all ownership rights in any intellectual property contained in the Proposals.
- 21.2 Each Bidder, by submission of their Proposal, is deemed to have licensed Denel to reproduce the whole, or any portion, of their Proposal for the sole purposes of enabling Denel to evaluate the Proposal.

22 PROPOSAL ACCEPTANCE

All Proposals received must remain open for acceptance for a minimum period of **120 (One hundred and Twenty) days** from the Closing Time. This period may be extended by written mutual agreement between Denel and the Bidder.

23 CHANGES TO PRICE PROPOSALS

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

24 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:

- 24.1 The PFMA and the PPPFA;
- 24.2 Preferential Procurement Regulations 2017;
- 24.3 Relevant Legislation; and
- 24.4 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 Proposal submission. **Failure to do so may lead to the disqualification of the Proposal.**

25 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

- 25.1 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, Bidders 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).
- 25.2 Denel shall use the lowest acceptable Proposal to determine the applicable preference point system that is either 90/10 or 80/20 point system as per the PPPFA Regulations.
- 25.3 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.
- 25.4 Bidders are always required 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 RFP, will result in a score of zero being allocated for B-BBEE.

26 B-BBEE JOINT VENTURES OR CONSORTIUMS

- 26.1 Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents 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 SOC LTD through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel SOC LTD.
- 26.2 Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 8 [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.
- 26.3 Bidders may choose during the subsequent RFP process to enter a Joint Venture with B-BBEE companies. RFP Bidders will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. Alternatively, 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 SOC LTD Denel SOC through the RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel SOC LTD.

- 26.4 Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 6 [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.
- 26.5 Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.
- 26.6 Please indicate below whether your entity has an existing JV, and if so, provide details, including details of the percentage split of business, or whether your entity intends to create a JV relationship for RFP purposes:

27 STATUS OF PROPOSAL

- 27.1 Each Proposal 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 RFP.
- 27.2 A Proposal must not be conditional on:
 - a. the Board approval of the Proposal 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.
- 27.3 Denel may, in its absolute discretion, disregard any proposal that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 27.4 Denel reserves the right to accept a Proposal in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28 CLARIFICATION OF PROPOSALS

- 28.1 Denel may seek clarification from and enter discussions with any or all of the Bidders in relation to their Proposal. Denel may use the information obtained when clarification is sought, or discussions are held in interpreting the Proposal and evaluating the cost and risk of accepting the Proposal. Failure to supply clarification to the satisfaction of Denel may render the Proposal liable to disqualification.
- 28.2 Denel is under no obligation to seek clarification of anything in a Proposal 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 RFP.

29 SUCCESSFUL PROPOSALS

- 29.1 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.
- 29.2 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.

30 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 Proposal 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.

31 BIDDER WARRANTIES

31.1 By submitting a Proposal, a Bidder warrants that:

31.1.1 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 RFP;

31.1.2 It did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Proposal;

31.1.3 It is responsible for all costs and expenses related to the preparation and submission of its Proposal, and any future process connected with or relating to the Proposal Process;

31.1.4 It accepts and will comply with the terms set out in this RFP; and

31.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Proposal.

32 DENEL'S RIGHTS

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

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

32.1.2 Alter the structure and/or the timing of this RFP or the Proposal Process;

32.1.3 Amend any proposal condition, proposal validity period, RFP specifications or extend the proposal closing date, all before the proposal closing date;

32.1.4 Terminate the participation of any Bidder or any other person in the Proposal Process;

32.1.5 Request additional relevant information, agreements and other documents to verify information provided in the proposal response or request clarification from any Bidder or any other person;

32.1.6 Provide additional information or clarification;

32.1.7 Negotiate with any one or more Bidder's;

32.1.8 Call for new Proposals;

32.1.9 Reject any Proposal that does not comply with the requirements of this RFP;

32.1.10 Disregard the lowest priced proposal or any proposal in part or in whole;

32.1.11 Categorise the proposals into different areas of expertise;

32.1.12 Conduct site visits at the Bidders Offices or at Client's Site or office if so required;

32.1.13 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.

33 GOVERNING LAWS

- 33.1 This RFP and the Proposal Process are governed by the laws of the Republic of South Africa.
- 33.2 All Proposals must be completed using the English language, and
- 33.3 All costing must be in South African Rand.

34 COMMUNICATION

- 34.1 For specific queries relating to this RFP an email should be submitted to [Ella Jordaan] before 11:00 on the 10th of February 2021 at Tenders@dlsys.co.za. In the interest of fairness and transparency Denel SOC LTD's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose, Denel SOC LTD will communicate with Respondents using the contact details provided to the Secretariat on issue of the Proposal documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Denel SOC LTD will not accept responsibility for being unable to contact a Bidder who provided incorrect contact details.
- 34.2 After the closing date of the RFP a Respondent may only communicate with the Secretariat of the DLS Supply Chain, at, email Tenders@dlsys.co.za any matter relating to its RFP Proposal.
- 34.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 34.4 Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Denel SOC LTD in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Denel SOC LTD in the future.

35 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Denel SOC LTD's business, written approval to divulge such information must be obtained from Denel SOC LTD.

36 INSTRUCTIONS FOR COMPLETION OF RFP

- 36.1 RFP proposals must be submitted in 1 x hard copy and must be binded, and 1 soft copy emailed to Tenders@dlsys.co.za.

36.2 All returnable documents listed in this RFP must be returned with your submission.

- 36.3 The person or persons signing the submission must be legally authorised by the respondent to do so.

37 STATUS OF THIS RFP AND SUBSEQUENT PROCESS

- 37.1 It is envisaged that Respondents to this RFP will be subjected to pre-qualification criteria and will be shortlisted in order to proceed to a second stage of evaluation.
- 37.2 This RFP is not an offer to purchase and Denel SOC LTD is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.
- 37.3 Respondents who pass the pre-qualification criteria and who pass the minimum technical threshold will be considered for the approved list of suppliers.

38 DISCLAIMERS

Respondents are hereby advised that Denel SOC LTD is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of submissions in response to it. Please note that Denel SOC LTD reserves the right and at its sole and full discretion to:

- 38.1 utilise any information provided to it in response to this RFP to draft the scope of requirements for inclusion in an RFP;
- 38.2 take no further action whatsoever, if it so decides
- 38.3 withdraw from this process and the provisions of this project at any time;
- 38.4 select the RFP and RFP participants based on Denel SOC LTD's criteria;
- 38.5 change the dates of adjudication and submission;
- 38.6 not invite RFP respondents for further participation in the RFP process;
- 38.7 not bind itself to accept any or all of the RFP;
- 38.8 increase or decrease the quantities/scope as indicated in the RFP;
- 38.9 Validate any information submitted by Respondents in response to this Proposal. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a Proposal, Respondents hereby irrevocably grant the necessary consent to Denel SOC LTD to do so;
- 38.10 request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- 38.11 Not accept any changes or purported changes by the Respondent to the Proposal rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.
- 38.12 Enter into price negotiations with the preferred Bidder/s.
- 38.12.1 Denel SOC LTD's decisions will be final and no correspondence will be entered into after the selection process. You will be formally notified of your result.
- 38.12.2 An RFP will only be deemed accepted once written notice is given by Denel SOC LTD to the Successful Respondent(s) and after any amendments have been documented and agreed to.
- 38.12.3 Kindly note that Denel SOC LTD will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

39 SECURITY CLEARANCE

Acceptance of this Proposal could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the Proposal is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

40 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their Proposals. Business may not be awarded to a Respondent 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 SOC LTD in order to enable it to verify information on the CSD:

41 TAX COMPLIANCE

- 41.1 Respondents must be compliant when submitting a proposal to Denel SOC LTD 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).
- 41.2 It is a condition of this Proposal that the tax matters of the successful respondents be in order, or that

satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder's tax obligations.

- 41.3 It is a requirement that Bidders grant a written confirmation when submitting this Proposal that SARS may on an ongoing basis during the tenure of the contract disclose the Bidder's tax compliance status and by submitting this Proposal such confirmation is deemed to have been granted.
- 41.4 Respondents 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.
- 41.5 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.

42 PROTECTION OF PERSONAL DATA

In responding to this Proposal, Denel SOC LTD acknowledges that it may obtain and have access to personal data of the Respondents. Denel SOC LTD agrees that it shall only process the information disclosed by Respondents in their response to this Proposal for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Denel SOC LTD will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Denel SOC LTD requires Respondents to process any personal information disclosed by Denel SOC LTD in the Proposal process in the same manner. The detailed mutual duties of Denel SOC LTD and the Respondents to protect personal information are contained in paragraph 37 of the General Proposal Conditions.

STATEMENT OF WORK (SOW)

SCOPE OF REQUIREMENTS

1 INTRODUCTION

Denel SOC LTD is wholly owned by the South African Government and operates as a corporate entity. It has seven divisions, namely:

1. **Denel SOC LTD OTR Bredasdorp**
2. **Denel SOC LTD Vehicle Systems (DVS) Benoni**
3. **Denel SOC LTD Land Systems (DLS) Centurion**
4. **Denel SOC LTD Dynamics (DD) Centurion**
5. **Denel SOC LTD Aeronautics (Aero) Kempton Park**
6. **Denel SOC LTD Corporate (which includes Denel SOC LTD Property) Centurion**
7. **Denel SOC LTD PMP Pretoria West.**

2 BACKGROUND

2.1 Following the conclusion of this RFP process, Denel SOC LTD's intention is to frame an Approved List with technically compliant Respondents and thereafter conclude Framework Agreements. Denel SOC LTD is seeking partner(s) to provide Freight Clearing, Forwarding Services; the receipt, storage, handling and transportation from the point of origin to the point of destination of the shipment; it also seeks to improve its current processes for providing these Services to its end-user community throughout its locations. The selected Service Provider(s) will share in the mission and business objectives of Denel SOC LTD.

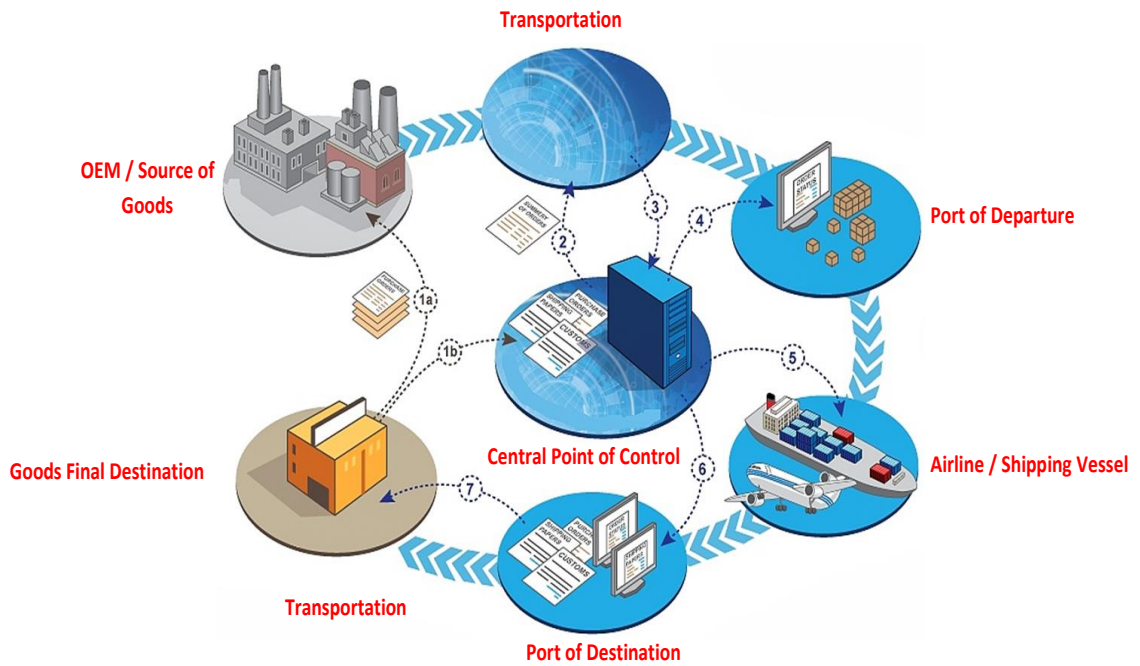
2.2 The Respondent shall provide full **clearing and forwarding services "as and when" requested** by Denel SOC LTD in its capacity as a certified clearing and forwarding company by South African Receiver of Revenue (SARS). The Respondent shall always follow the instructions given by the responsible Denel SOC LTD representative notwithstanding its obligation to advise on better conditions available in terms of tariffs, carriers, and commercial terms. The Respondent shall provide services with the objective of avoiding demurrage, and cargo being impounded by the states warehouse and always update Denel SOC LTD on status of shipments under clearance. Copies of Shipment Documents shall be available to Denel SOC LTD without any delay for purposes of formalizing tax payments.

2.3 Following the conclusion of the RFP process, Denel SOC LTD's intention is to frame an Approved List with successful Respondents and thereafter conclude Framework Agreements.

2.4 Your submission should include in detail your proposed methodology and preliminary program of expected activities from submissions thereto. The approved list will be for a fixed period of three (3) years with an option to renew for further 2 years subject to performance and there after it gets dissolved.

3 SCOPE OF REQUIREMENTS

3.1 Provide "end to end" freight clearing and forwarding services (Successful Respondents are required to provide an "end to end" service, from the country of origin to final destination, be it Sea/Air, Rail/Road, Import and / or Export Shipment, as shown in the diagram below).



Activities for each stage in the value chain are outlined in the Table 1.0 below.

Table 1.0

CARGO STAGES	ACTIVITIES
Original Equipment Manufacturer (OEM) / Source of Goods	Loading, stuffing, lashing and clearing
Transportation	Road, Rail and Load/Off Load including security
Port of Departure	Loading, Port Handling and Storage
Airline / Shipping Vessel	Pick up/load, Data entry, Transit and Cargo Clearance
Port of Destination	Off-loading, Port Handling and Storage
Transportation	Loading Road and Rail including security
Goods Final Destination	Off-Load

3.1.1 Surface Transportation in between clearing of loads and from port to final Denel SOC LTD destination to cover the last mile of delivery.

3.1.2 The following are pre-requisites of service for point to point transportation and the last mile.

- a. Rubber Mats
- b. Lashing material
- c. Chain and Straps
- d. Tarpaulins
- e. Crane or Mobile Forklift
- f. Air suspension trucks
- g. Shock protection devices for extreme sensitive products in transit.
- h. Arrangement of related permits (abnormal loads)
- i. Security Escort Service

3.2 Category A:

- 3.2.1 **Airports/ Seaports to Rail/Road Import and or Exports Consignments:** Successful Respondents shall be responsible for the receipt, storage, handling and customs clearance and transportation from the point of origin to the point of destination of the shipment (refer to Annexure E) the Bill of Material (BOM) and the list of Denel SOC LTD sites.
- 3.2.2 A detailed operational plan drafted by the service provider will govern the day to day operations of the service being rendered which will include reporting, tracking and monitoring inclusive of the management of abnormal loads.
- 3.2.3 The Successful Respondent shall provide the below services but not limited to:
- a. Provide its services to Denel SOC LTD on a priority basis as and when required;
 - b. Provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, freight forwarding, transportation and related services in accordance with the best commercial practice;
 - c. For each shipment, Denel SOC LTD will issue Works/Purchase Order/ SAP ESS Shipping instruction giving a description and relevant particulars of the goods, point of origin, ultimate destination, name and address of the supplier, terms of delivery etc.
 - d. Perform necessary liaison and coordination in connection with customs clearance handling and general movement of the cargo and the equipment between the port authorities, customs representatives, port terminals, and operational units;
 - e. Ensure that the number of pieces, dimensions of each piece, description of items, the packing and the gross weight and markings are in accordance with the information submitted.
 - f. Give timely notice of any loss, damage or delay in respect of the goods as required;
 - g. Prepay or arrange prepayment of, all applicable charges, from the point of delivery by the Supplier as indicated in the Bill of Lading, Works/Purchase Order, Shipping Instruction date of goods received, the number of pieces, goods volume and weight, description of the goods, invoice number, Suppliers invoice number, currency and amount, point of origin, delivery point/port of loading and port of discharge and submit/inform Denel SOC LTD as soon as shipping arrangements have been finalised;
 - h. Carry out handling and storage /warehousing of consignments;
 - i. Provide all necessary packaging where required;
 - j. Secure specialised vehicles for transporting oversized cargo, hazardous material as per cargo requirements; cargoes may comprise of raw materials, consumables, spares, accessories, tools, Capital Goods, Software etc. Some of the materials may be classified as Hazardous, Perishable, Dangerous, Corrosive or Photo Sensitive and may require careful handling/special storage and also warrant special arrangements for road/ air transportation in consultation with supplier;
 - k. Be responsible for damage to/and loss of cargo while in transit or while in storage under the custody of the Respondent, the liability shall be the Respondents sole responsibility (related goods in-transit insurance);
 - l. The Respondent shall obtain and maintain, for the duration of the work, adequate insurance against all risks in respect of which it is obliged to indemnify Denel SOC LTD under the work allocated;
 - m. In the event the Respondent provides the services through its agents or affiliates, all services provided by such agents and affiliates of the Respondents shall be deemed to have been
 - a. provided by the Respondent, and the Respondent shall remain responsible for the actions of its agents and affiliates performing the work;
 - n. The customs formalities to be completed for cross-border traffic must be dealt with punctually and

- be treated according to instructions by the Respondent;
- o. The Respondent are required to demonstrate the ability to handle comprehensive freight forwarding, customs clearing, exports, imports, logistics services and logistics consulting for Denel SOC LTD projects, capital purchases and operational material in and from all countries of supply;
 - p. The Respondent may be required to demonstrate capability and capacity of handling the transportation of containerized, break bulk, fragile and abnormal loads as designated by Denel SOC LTD from time to time, to the nominated delivery destinations in the Republic of South Africa or elsewhere with regards to exports. The cargo to be transported could be break bulk, containerized, fragile and staged projects;
 - q. Respondents will be required to demonstrate packing, freight handling, forwarding, cargo storage, customs clearance, customs inspections and other related services that apply to shipments originating from, consigned to, routed through, and or moved from country of origin to its destination; and
 - r. Respondents will be required to provide resources necessary to accomplish all work as required by Denel SOC LTD.
 - s. It is prerequisite that the service provider must have a real time internet-based track & trace system; this would enable "real time" shipment progress and monitoring by the customer.
 - t. Respondents also need to indicate the ability to manage bonded warehousing.
 - u. Denel SOC LTD 's supplier base is located primarily in the United Kingdom, Europe (North West Continent and Italy), UAE, North and South America, Canada, China, Japan, Australia and Africa (Swaziland, Zimbabwe, Mozambique, Nigeria, Saudi Arabia, Zambia and Botswana) Sweden, Finland, Italy, Belgium, Germany, USA, Pakistan, France, Great Britain, Algeria, Switzerland, Canada Malaysia, India, Columbia, Sudan.
 - v. Purchase terms with these suppliers vary from Ex Works (EXW); supplier's manufacturing works through to Delivered, Deliver at place (DAP) final destination, South Africa (ICC Incoterms 2010 & 2020 basis). It will be therefore be incumbent on the appointed service provider to have demonstrated a global capability, whether through its own global footprint or through association with third party service providers

4 GENERAL SERVICE PROVIDER OBLIGATIONS

- 4.1 The Service Provider(s) shall be fully responsible to Denel SOC LTD for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Service Provider(s) must comply with the requirements stated in this RFP.
- 4.3 As and when import and export opportunities arise, all approved suppliers will be invited to quote for that particular procurement event. Respondents will be required to submit a detailed cost breakdown for services which are not included in the pricing schedule of the Framework Agreement(s). The pricing schedule submitted by approved suppliers will also be used for the benchmarking exercise with the OEM prices to identify cost drivers which can be negotiated with suppliers for further total price reduction.

5 GENERAL RESPONDENT OBLIGATIONS

- 5.1 The Respondent(s) shall be fully responsible to Denel SOC LTD for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Respondent (s) must comply with the requirements stated in this RFP.

6 CONFIDENTIALITY AND COMPLIANCE

- 6.1 This RFP and information contained herein or provided for purposes thereof, remain the property of Denel SOC LTD and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFP is submitted or not) shall treat the details of this document as strictly private and confidential.

- 6.2 Information disclosed in this RFP is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFP.

7 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFP response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFP by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFP Response document.

8 COSTS TO RESPOND TO THE RFP

- 8.1 All Respondents wishing to submit a RFP response must be in possession of this document, the RFP. Denel SOC LTD will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFP and the costs of the RFP at all stages of the RFP process. Costs, if any, will be for each Respondent's own account.
- 8.2 Denel SOC LTD reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFP, at the Respondent's own cost.

9 AUTHORITY OF SIGNATORY

- 9.1 If the RFP Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. Personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFP to do so and any other documents and correspondence in connection with this RFP and/or Agreement on behalf of the company must be submitted with their RFP.
- 9.2 If the RFP Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFP to do so and any other documents and correspondence in connection with this RFP and/or agreement on behalf of the partnership, must be submitted with this RFP.
- 9.3 If the RFP Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFP and any other documents and correspondence in connection with this RFP and/or agreement is the sole owner of the one-man business.
- 9.4 Failure to comply with this clause may result in rejection of the RFP response.

10 OFFERING OF COMMISSION OR GRATUITY

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Denel SOC LTD, any commission, gratuity, gift or other consideration, Denel SOC LTD shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFP Respondent from further participation in this process and any other subsequent processes in this regard. The RFP Respondent will be responsible for all and any loss that Denel SOC LTD may suffer as a result thereof. In addition, Denel SOC LTD reserves the right to exclude such a Respondent from future business with Denel SOC LTD.

11 UNDERTAKING BY DENEL SOC LTD

- 11.1 In responding to this RFP, Denel SOC LTD encourages all RFP Respondents to put their best effort into the construction and development of the proposal.
- 11.2 The RFP process will include due governance.

12 RFP SELECTION CRITERIA

- 12.1 The following selection criteria will be used as a guide for adjudicating Respondents. It should be noted that the weighting represents a "balanced scorecard" for selection.
- 12.2 Specific detailed items that are important for the Respondent to consider in the response preparation process include:

- 12.2.1 Quality of presentation reply to the RFP and attention to required detail during the selection process.
- 12.2.2 Compliance with the terms and conditions of the RFP documents.
- 12.2.3 Satisfaction of the project objectives.

13 PAYMENT TERMS

The service provider shall note and accept Denel SOC LTD's payment terms as the standard of 60 days after month-end statement.

14 PRICING

The service provider shall provide fixed annual service pricing, excluding statutory costs, which shall be charged at the prevailing rate when service delivery takes place.

RFP FOR PROVISION OF FREIGHT FORWARDING AND CUSTOM CLEARING SERVICES AT DENEL SOC LTD SOC LTD FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR FURTHER TWO (2) YEARS BASED ON PERFORMANCE

DENEL SOC LTD 'S RFP INFORMATION

1 REQUIREMENTS FOR RFP

1.1 Respondents expressing an interest to participate in this RFP stage must qualify in terms of the minimum predetermined requirements and have the capability to provide the full range of Services, as set out below:

1.2 Minimum Eligibility Criteria are as follows:

1.2.1 Technical Submission

Respondents must be licenced with SARS as a remover of goods in bond (provide valid certificate or licence number provided by SARS); and Respondent is licensed with SARS as a Clearing Agent (provide valid certificate or licence number provided by SARS).

- a. Minimum of company 5 years’ experience relevant in freight clearing and forwarding showing the ability to support the financial requirements to SARS with Denel SOC LTD ‘s requirements (Vat and Duties)
- b. Proof of public liability insurance
- c. SAPS registered for movement of dangerous cargo and explosives

2 NCACC REGISTRATION

Dangerous goods Registration

3 TECHNICAL CAPABILITY

3.1 Technical Compliance (**MANDATORY**)

3.2 Respondents are required to indicate their existing technical capability by ticking the applicable box in the table below:

Substantive Responsiveness Check Airports/ Seaports to Rail/Road Import and or Exports Consignments	RFP Reference	Comply	Not Comply
Whether any Technical pre-qualification set by Denel SOC LTD have been met as follows:			
<ul style="list-style-type: none"> • Minimum of 5 years’ company experience relevant in freight clearing and forwarding (proven by reference letters) 			
<ul style="list-style-type: none"> • Whether the Respondent is licenced with SARS as a remover of goods in bond (provide valid certificate or licence number) 			
<ul style="list-style-type: none"> • Whether the Respondent is licensed with SARS as a Clearing Agent (provide valid certificate or licence number) 			
<ul style="list-style-type: none"> • Does your company cater for express cargo? 			
NCACC/NPC/SAPS Registration for transporting the controlled components: (Controlled items only) <ul style="list-style-type: none"> • Certificate of registration to be attached. • SAPS Certification • NPA Certification • DG Registration Certificate [Registered Staff & Designation Details] 			

Substantive Responsiveness Check Airports/ Seaports to Rail/Road Import and or Exports Consignments	RFP Reference	Comply	Not Comply
<ul style="list-style-type: none"> • ITAC Registration 			
Non- Controlled items <ul style="list-style-type: none"> • NP registration • Security 			
Insurance:			
<ul style="list-style-type: none"> • Respondent should have existing Public liability insurance; and proof of insurance must be attached. 			
<ul style="list-style-type: none"> • Respondent is willing to provide insurance per project as allocated by Denel SOC LTD. 			
<ul style="list-style-type: none"> • Provide (Proof of Business Continuity programme). 			

SBD 2 - PROOF OF TAX COMPLIANCE, AND REGISTRATION ON CENTRAL SUPPLIER DATABASE

(CSD REPORT)

Printed CSD Report to be attached as **Annexure B**

SBD 4 - DECLARATION OF CONFLICT OF INTEREST

Any legal person, including persons employed by the state¹, 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 Proposal (includes a price INFORMATION, advertised competitive Proposal, limited Proposal or proposal). In view of possible allegations of favouritism, should the resulting Proposal, 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 Proposal document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Proposal(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 Proposal.

In order to give effect to the above, the following questionnaire must be completed and submitted with the Proposal.

Full Name of Bidder or his or her representative:

--

Identity Number:

--

Position occupied in the Company (director, trustee, shareholder²):

--

Company Registration Number	
Tax Reference Number	
VAT Registration Number	

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.

¹"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	
-----	--	----	--

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:

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 attach proof of such authority to the Proposal document?

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

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

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

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	
-----	--	----	--

If so, furnish:

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 Proposal?

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

If so, furnish.

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 Proposal?

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

If so, furnish.

--

--

Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are Proposal 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

DECLARATION

I, the undersigned (name)

--

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

I accept that the state may reject the Proposal 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 Proposals 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 Proposals:

- 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 Preference points for this Proposal shall be awarded for:

- a. Price; and
- b. BBB-EE Status Level of Contribution.

2 EVALUATION CRITERIA

The Proposals will be evaluated and adjudicated as follows:

2.1 MANDATORY EVALUATION CRITERIA

2.1.1 Only those Bidders which satisfy all the Mandatory Criteria will be eligible to participate further in the Proposal Process.

2.1.2 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'. **Copies of all Certificates must be attached.**

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 BBBEE Certificate (but won't result in disqualification, instead a Bidder will be scored zero)			
4. Central Supplier database proof of registration (submit supporting documentation).			
5. Certified copy of the Company Registration with CIPC			
6. Financial Health and Stability: <ol style="list-style-type: none"> a. Provide latest audited or independently reviewed financial statements. b. If the audited or independently reviewed financial statements are older than 6 months, provide latest management accounts as well. 			

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
7. Certified copies of all share holder certificates (Detailed breakdown of shareholding)			
8. A copy of the shareholder agreement (if there is more than one shareholder)			
9. Applicable Regulatory Body certificates (if applicable)			
10. Others			

Note: Failure to meet the above requirements will result in automatic disqualification.

3 FIRST STAGE - FUNCTIONAL EVALUATION

3.1.1 Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score seventy (70) points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Proposal.

4 TECHNICAL EVALUATION CRITERIA

The tender will be evaluated in accordance with the PPPFA 80/20 principle against the following Criteria.

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

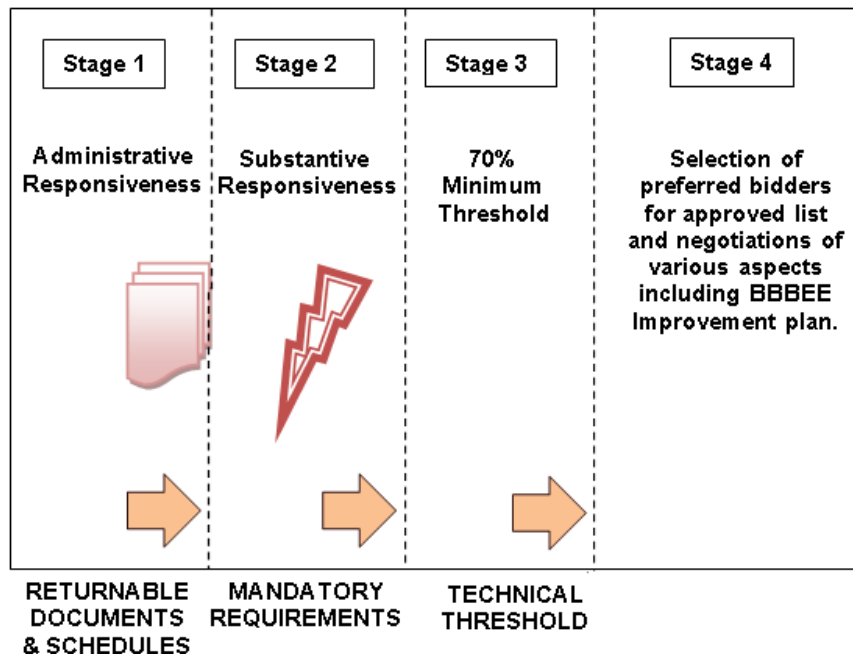
RATING	DEFINITION	SCORE
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier’s relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier’s relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1

CRITERIA	WEIGHTING
Experience in Freight Forwarding and Custom Clearing Services Bidders must submit a company profile indicating the number of years the company has in Freight Forwarding and Custom Clearing Services.	30

<p>Capacity and Capability</p> <p>Bidders must provide the following to demonstrate their capacity and capabilities:</p> <ol style="list-style-type: none"> 1. CV's of key resources. 2. Types and size of facilities. 3. Methodology on how this service will be rendered, documentary evidence to be provided showing planning processes, cost saving initiatives, monitoring and evaluating service rendered, reporting tools, compliance with legislation and any value-added services offered. 4. Clear definition of policies or procedures established to ensure that the bidder meets the requirement for the services. 	30
<p>References & Track Record :</p> <p>Bidders must have a sound and proven track record of delivery on time.</p> <p>The Bidder must provide at least five written and signed references from previous or existing clients these references must be contactable.</p>	20
<p>International Footprint or International Representation:</p> <p>Bidders must provide evidence of existence of offices or agents in different countries, including but not limited to:</p> <p>USA, Canada, Chile, China, India, Malaysia, Columbia, Italy, Spain, Belgium, Germany, France, Pakistan, Sweden, Finland, Switzerland, UK, Great Britain, Brazil, UAE, Saudi Arabia, Democratic Republic of Congo (DRC), Botswana, Zambia, Namibia, Nigeria, Swaziland, Mozambique, Zimbabwe, Ghana, Sudan, Algeria, etc.</p>	20
<p>Total</p>	100

5 EVALUATION METHODOLOGY AND CRITERIA

5.1 During this RFP process Denel SOC LTD intends utilising the following methodology and criteria in selecting a preferred Supplier(s) to form part of the approved list of contractors for the freight forwarding and clearing services. Please note that the criteria and/or weightings listed in the various stages below may change at RFP stage.



5.2 Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Denel SOC LTD reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of Bidders at any given stage must therefore not be

interpreted to mean that Bidders have necessarily passed any previous stage(s). Denel SOC LTD reserves a right to conduct Due Diligence when required. This is to also establish existence of ownership.

6 TECHNICAL THRESHOLD

NB: Service providers are expected to meet a minimum **70%** on above threshold on the above technical requirements.

7 SECOND STAGE –PREFERENTIAL POINTS ASSESSMENT

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

- B-BBEE 20

NB: The 80/20 formula applies to proposals 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 proposals with a Rand value above R50 million inclusive of all applicable taxes.

7.1.2 The successful Bidder will typically be the Bidder that scores the highest number of points in both first and second stage of the Proposal evaluation. However, DENEL may exercise its right to cancel the RFP or may award the proposal to a company that did not obtain the highest score.

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

7.1.3 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:

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 Proposal.

7.1.4 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).

7.2 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 Proposal, will be interpreted to mean that preference points for BBB-EE status level of contribution are not claimed.

7.3 The purchaser reserves the right to require of a Bidder, either before a Proposal is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

7.4 If the price offered by a Bidder scoring the highest points is above the project budget or not market related the Buyer may:

- a. Negotiate a market related price with the Bidder scoring the highest points or cancel the proposal;
- b. 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 proposal**;
- c. 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 proposal**.

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.

- 10.3 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.
- 10.4 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.
- 10.5 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 Proposal.
- 10.6 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.
- 10.7 A person will not be awarded points for BBB-EE status level if it is indicated in the Proposal 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.
- 10.8 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.

11 SUB-CONTRACTING

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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(tick applicable box)

11.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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(tick applicable box)

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

DESIGNATED GROUP EME OR QSE WHICH IS AT LEAST 51% OWNED BY:	EME ✓	QSE ✓
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		
OR		
Any EME		
Any QSE		

12 DECLARATION WITH REGARD TO COMPANY/FIRM

12.1 Name of company/firm:

12.2 VAT registration number:

12.3 Company registration number:

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

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

12.5 Describe Principal Business Activities

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

- Manufacturer
- Supplier
- Professional service provider

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

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

12.8 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 Proposal 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 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

- 1 This Standard Proposal Document must form part of all Proposals 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 Proposal 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 Proposal.

ITEM	QUESTION	YES	NO
4.1	Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the Bidder or any of its directors listed on the Register for Proposal Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Proposal Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
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 fraud or corruption 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 failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

SBD 9 - CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

1. This Standard Proposal Document (SBD) must form part of all Proposals¹ 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 Proposal (or Proposal rigging).² Collusive Proposal 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 Proposal 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 Proposal 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 Proposals are considered, reasonable steps are taken to prevent any form of Proposal-rigging.
5. In order to give effect to the above, the attached Certificate of Proposal Determination (SBD 9) must be completed and submitted with the Proposal:

¹ Includes price proposals, advertised competitive Proposals, limited Proposals and proposals.

² Proposal rigging (or collusive Proposal) 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 Proposal process. Proposal rigging is, therefore, an agreement between competitors not to compete.

I,

the undersigned, in submitting the accompanying Proposal:

(Proposal Number and Description) in response to the invitation for the Proposal 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 Proposal 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 Proposal, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Proposal has been authorized by the Bidder to determine the terms of, and to sign the Proposal, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Proposal, 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 Proposal in response to this Proposal invitation;
 - b. could potentially submit a Proposal in response to this Proposal 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 Proposal independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive Proposal.
7. 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 Proposal;
 - e. the submission of a Proposal which does not meet the specifications and conditions of the Proposal; or
 - f. Proposal with the intention not to win the Proposal.
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 Proposal invitation relates.
9. The terms of the accompanying Proposal 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 Proposal opening or of the awarding of the contract.
- ³ 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 Proposals and contracts, Proposals 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

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POSITION

NAME OF BIDDER